

### **Memorandum of Understanding**

This Memorandum of Understanding made this ..... day of ..... 2009 BETWEEN, CENTRE FOR DEVELOPMENT OF IMAGING TECHNOLOGY at Chithranjali Hills, Thiruvallom P.O, Thiruvananthapuram-695 027, Kerala, a modern scientific research and development Centre, established by the Government of Kerala, hereinafter referred to as C-DIT [which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean its successors and assigns] represented herein by its Registrar, on the FIRST PARTY.

**AND**

..... [Hereinafter called CEP, which term and expression shall mean and include its successors and assigns] represented by ..... which expression shall unless it be repugnant to or inconsistent with subject or context thereof include their executors, successors or administrators and assigns on the SECOND PARTY.

1. The first party is a modern scientific organization equipped with the state of art technology in the fields of information technology, visual communication, hologram technology and other emerging futuristic fields.

For C-DIT

For CEP

2. The second party is desirous to make available to the general public, the expertise of the first party, through a partnership with them.
3. The Centres of this educational partnership programme shall hereinafter be called AUTHORISED C-DIT EDUCATIONAL PARTNER (CEP) (UNDER GOVERNMENT OF KERALA)
4. All the Centres will be encouraged to have a uniform look and ambience, creating a brand image for C-DIT's Educational Partner (CEP) institutions across the state.
5. (a) Each Centre will be separately affiliated to C-DIT for a period of four years for which a Registration fee will be payable by the CEP to C-DIT. The registration fees will be Rs.95,000/- for Centres in the Corporation areas, Rs.70,000/- in Municipalities and Rs.44,000/- in Panchayaths. Those who pay the registration fees in full in one installment initially will be eligible to get a discount of Rs.15,000/-, Rs.10,000/-, Rs.4,000/- in Corporation, Municipality and Panchayath areas respectively.

The registration fees can also be paid in two installments as follows:

<b>Installment</b>	<b>Panchayath</b>	<b>Municipality</b>	<b>Corporation</b>
First, at the time of registration.	Rs.22,000	Rs.35,000	Rs.47,500
Second, before the commencement of second year.	Rs.22,000	Rs.35,000	Rs.47,500

- (b) The duration of the registration will be four years; however the same will be subject to renewal every year based on the performance of previous year as per the guidelines to be issued separately by C-DIT. No additional fees will be payable for renewal. In case of cancellation of registration in between, pro-rata amount will be refunded to the CEP institution, after deducting 25% of the balance amount due as administrative expense, subject to a minimum of Rs.10000/-. However, no refund will be payable to the CEP in the case of cancellation of registration due to reasons of fraud, malpractice or any other similar behaviour on the part of the CEP.
6. CEP who gets registration for a Centre will not be permitted to run sub-centres under the approved Centre.
7. The curriculum, syllabus and scheme of evaluation for the courses shall be designed by C-DIT.
8. The students will be admitted by the CEP directly as per the eligibility guidelines fixed by C-DIT. The advertisement to be released for admission shall conform to a common format approved by C-DIT. The admitted students will be re-registered with C-DIT and will be allotted a registration number by C-DIT. A direct communication will be sent to the students from C-DIT mentioning about the details of registration, course and evaluation etc.

9. The revenue in terms of fees collected from the students will be shared in the proportion of 75:25 [75% for CEP and 25% for C-DIT. Local advertisements shall be done by CEP as per the guidelines fixed by C-DIT].

9(a) CEP shall pay the stipulated certification charge to CDIT along with the service tax applicable from time to time.

This will be over and above the grant of fee collected for registration.

10. For Centralized Corporate Training Programmes, 50% of the fees collected will be payable to the Partners in the locality who provide the training and 50% will be retained by C-DIT.

(b) For Corporate Training Programmes, which are taken up by CEP for students provided by Local Bodies or Government/Non-government institutions, the total fees offered shall not be less than 40% of the normal fees. If the fees offered by CEP for such programmes are less than the normal fees then C-DIT shall not provide study materials etc but shall conduct examination and publish results. The CEP has to submit the attested copy of the Order issued by the concerned authority, along with the original Order that will be returned after verification.

### **11. Obligations of C-DIT**

- C-DIT shall provide the schedule, curriculum and syllabus for conducting the Computer training programmes and other IT Courses.
- C-DIT shall provide approved course material or arrange for supply of the same for conducting the training programmes/courses.
- C-DIT shall provide necessary orientation training to the faculty/instructors to conduct the courses.
- C-DIT shall maintain on its website for the administrative and academic support information for CEPs.
- C-DIT shall, wherever possible, share educational software with the CEPs as value addition.
- C-DIT shall nominate one staff member from C-DIT as the CEP Scheme Co-ordinator who shall be the single contact point for CEP.

### **12. Obligations of CEP**

- CEP shall provide sufficient space and install 6/11/21 computers, peripherals and accessories. The space shall be dust-free, moisture-free and shall have proper locking arrangements. CEP may take necessary insurance cover against theft and fire. The CEP shall also enter into suitable annual maintenance contract for the upkeep of the systems, after the end of the warranty period of the suppliers.
- CEP shall install and network the computers and peripherals within three weeks of the signing of the Agreement with C-DIT and maintain them in order.

- CEP shall provide required furniture of good quality to install and operate the computers, peripherals and accessories. One number of 60 cm x 80 cm computer table/PC and 2-5 numbers of 120 cm x 60 cm ordinary table and 6/11/21 computer chairs are preferred.
- CEP shall provide 1-phase or 3-phase power supply as per the load requirement. The Centres shall ensure proper earthing for this and provide UPS backup to run the computer lab.
- CEP shall provide telephone connection for the purpose of data communication, with Internet facility.
- CEP shall appoint minimum 4 numbers of faculty/trainers for conducting the classes and deploy more number of trainers depending on the requirements of the courses.
- CEP shall provide one/two personnel having experience in system administration to run the computer lab and provide maintenance support on a full time basis.
- The head of the institution, which is selected as the CEP, shall be the person primarily responsible for all activities related to the training programmes. Or else, he/she shall assign the job to a suitably qualified person on full time basis, with written intimation to C-DIT.
- CEP shall ensure commencement of the training within the scheduled time and ensure that the services of the faculty are effectively utilized and the quality of training is up to the standards fixed by C-DIT.
- CEP shall meet the expenses for the remuneration of faculty/trainees/system administration and for maintenance of system.
- CEP shall arrange all the training related consumables like printer paper, printer ribbon, cartridge etc. during the training. CEP may charge the students for these expenses, on advance notice and issuing specific receipts.

13. Hardware to be provided by the CEP (minor variations in the configuration may be permitted)

Specifications	Quantity		
	Panchayat	Municipality	Corporation
<u>SERVER</u> Pentium Core Family or equivalent, 1GB RAM, 160/320 GB Hard Disk, 100 MBPS Ethernet Card, DVD Drive, 15" Colour Monitor etc.	1 no	1 no	1 no
<u>CLIENTS</u> Pentium Core Family or equivalent, 1GB RAM, 160/320 GB Hard Disk, 100 MBPS Ethernet Card, DVD Drive, 15" Colour Monitor etc	5 no	10 no	10-20 no
Hub. Dual speed	12/16 port- 1 no.	12/16 port – 1 no.	24 port – 1 no.
Dot Matrix Printer, 132 column, 24 pin, 300 cps, Laser Printer, Inkjet	1 no	1 no	2 no
Broad band Internet Connection	1 Connection	1 Connection	1 Connection

For C-DIT

For CEP

Multimedia facility	As required	As required	As required
Microprocessor kit	As required	As required	As required

14. Software to be provided by the CEP (Educational versions also acceptable-the list is only tentative. More software has to be added as per course requirement later)

<b>Particulars</b>	<b>Quantity</b>
MS Windows XP/2000 Professional or REDHAT LINUX with KDE	As required
MS Office 2003 Standard Edition with 5/10/20 user license or OpenOffice.org	As required
ISM office network version (optional)	As required
Anti virus software	As required
Turbo C++ compiler	As required
MS Visual studio 6.0 kit	As required
Oracle 7.3	As required
JDK 1.3	As required
MS Access	As required
Internet Explorer 5.0	As required

15. Other Infrastructure Requirement to be provided by the CEP

<b>Particulars</b>	<b>Quantity</b>		
	<b>Panchayat</b>	<b>Municipality</b>	<b>Corporation</b>
Space for installing computers	500-600 sqft	1000-1200 sqft	1200-2000 sqft
UPS	3 KVA	5 KVA	2 x 5 KVA
Furniture Computer tables, Computer Chairs, Steel Shelf/Almirah with lock	6 no 8 no 1 no	10 no 11 no 1 no	10-20 no 11-21 no 2 no
Electrical wiring with proper earthing	As required	As required	As required
Networking with Hub, Cabling etc.	As required	As required	As required
Telephone with internet	1 no.	1 no.	1 no.

## 16. Qualification and Experience for Faculty

For one month long Computer literacy course, Degree or 3-year Diploma holders with adequate skills in computer operations may be engaged. A minimum qualification of degree with any of the following computer related qualification is preferred for faculty engaged for the courses of duration more than one month.

- Engineering degree in Computer Science or Electronics, or
- M.C.A or M.Sc Computer Science/Electronics from a recognized university; or
- P.G.D.C.A from a recognized university or from an institute recognized by the Technical Education Department or approved by the Government of Kerala; or
- P.G.D.C.A from any research/training institute under the Department of Electronics, Government of India/Government of Kerala or
- B.Sc Computer Science A level or B level certificate from DOEACC, under the Department of Electronics, Government of India; or BCA from a recognized university.

### Work Experience

- Minimum 1-year experience in Computer education.

## 17. Qualification for System/Network Administrators

- Diploma Engineering in Computer hardware maintenance, from an institute recognized by Kerala Technical Education department or approved by Government of Kerala

18. The first party shall be entitled to inspect any premises where the course designed by it is conducted and determine whether those premises hold a valid license issued by it.

19. The first party shall be at liberty to utilize the services of any persons/agency it may deem fit to inspect the premises where its courses are conducted, to verify the license granted by it.

20. If, on such inspection, it comes out that a premise where the courses of the first party are conducted does not hold a valid license granted by the first party, the first party may proceed legally against the second party and/or the owners of the institute/ Centre conducting such courses. The first party may however compound such illegal act of conducting its courses without a valid license by imposing a registration fee five times that of the normal total registration fee and allow the premises to carry on conducting the courses, provided that the premises confirm to the parameters applied to verify the suitability of Centres. If on such verification the premises fail to pass the list of suitability, the first party shall demand the such Centre to stop forthwith conducting the courses designed by it and the second party shall with immediate effect stop the courses, remove any boards/bills proclaiming the name of the first party and pay the enhanced registration fee, if the second party opts to compound the act.

21. Any CEP is found levying fees more than that prescribed by C-DIT or adopting any unfair means in fee collection shall be penalized. The penalty shall extend up to that specified in the clause 20 and or as decided by C-DIT.
22. C-DIT shall not be responsible for any violation or infringement of copyright act or usage of unauthorized software by the CEP.
23. The CEP shall abide by the rules and regulations already informed and the rules and regulations laid down by C-DIT from time-time-time, which will be communicated to CEP.
24. The CEP shall maintain separate bound and numbered Registers for the following:
  - a. Register showing the names of students, separate for each course.
  - b. Register of Attendance of students, separate for each course.
  - c. Register showing the receipt of fees and structure of fees, separate for each course.
  - d. Register showing the Names, Age, Educational Qualification, Experience, and Date of joining of the Faculty.
  - e. Register of Attendance of the Faculty
  - f. Attested copies of the Qualifications and Experience of the faculty.
25. Second party shall maintain the above registers and records up to date and shall make available all the above registers and records for the inspection of authorized personnel of the first party.
26. The first party or anyone authorised by it shall be entitled to conduct inspection of the above records as well as the premises of the second party at any normal working hours without any prior intimation to the second party.
27. The second party shall submit a statement depicting the Name of the course, Date of commencement, Names of faculty, Number of students, Total fees levied and Apportionment of fees, within 7 days of the commencement of each course.
28. First party shall set the question paper and make arrangements for the delivery of the Question papers in sealed packets on the date of examination. There shall be a uniform pattern in the matter of conducting exams, regarding the course and date of examination throughout the Centres, as prescribed by the first party.
29. The second party shall ensure disciplined procedures in conducting the examination and provide trained faculty, as directed by the first party.
30. The first party shall be free to depute such persons, it may deem fit to invigilate the examination and do such acts that are incidental to the proper conduct of examinations.
31. The second party shall co-operate and extend all possible assistance to the first party in their endeavor to keep the purity of examinations.

32. The first party shall appoint and depute Examination Supervisors at every Centre and all examination Centres shall be under the control and supervision of such authorized Supervisors deputed by the first party.
33. The Answer Sheets shall be collected as directed by the deputed Supervisor of the first party.
34. The second party shall provide the necessary system requirements and array them as per the specifications provided by the first party.
35. The first party shall value the answer papers, assess the practicals, declare the results, prepare the marklists/grades and issue the certificates.
36. An examination Centre shall have the minimum participation of 50 students. The first party shall fix the examination Centres, taking in to account such parameters as it may deem fit, in the circumstances. The number of students partaking in the examination, the security and suitability of the premises conducting the examination etc. shall be among the yardsticks taken into consideration for finalizing the examination Centres.
37. The letter pad, emblem, logo, signature, seal and all official stationeries of C-DIT shall be used only for the purpose of conducting courses. They shall not be used for any other purposes of the CEP such as advertisement for job opportunities etc. All the advertisement and offers shall be got approved at C-DIT, related to CEP, before releasing it. Violation of any of these will attract cancellation of registration and penalty as described in clause 20 of this agreement.
38. The Office, Lab, Class Room and premises of CEP shall be at the address, which is specified in the Application Form and this MoU. Change of address or ownership, if any, shall be communicated to C-DIT, in writing, immediately. Violation of this will also attract cancellation of registration and penalty as described in clause 20 of this agreement.

### **39. FORCE MAJEURE**

Neither party shall be liable to the other for any delay or failure on its part in performing any of its obligations under this agreement, resulting from any cause beyond its control, including but not limited to strikes, fires, floods, earthquakes, explosions, riots, acts of God, Governments, war or enemy action, political changes.

### **40. ARBITRATION**

Disputes arising out of this agreement shall as far as possible be settled by the parties directly. In case of disagreement, the same shall be subjected to the jurisdiction and decree of the proper courts of Thiruvananthapuram.

### **41. JURISDICTION**

The parties to this agreement hereby declare that the courts in Thiruvananthapuram alone are competent to deal with disputes if any, arising out of this agreement.

**42. COPYRIGHT AND IPR**

C-DIT and CEP acknowledge and agree that the ownership and intellectual property rights of development methodology and processes that shall be used for the development of courses and content shall belong exclusively to C-DIT. This clause shall survive the termination of the agreement.

43. This agreement shall be valid initially for a period of four years and may be extended further on mutual satisfaction and agreement.

IN WITNESS WHEREOF, BOTH THE PARTIES HAVE SET THEIR HANDS THROUGH THEIR AUTHORISED REPRESENTATIVES, THIS THE .....<sup>st</sup> DAY OF ..... 200.

For C-DIT

For CEP

Witness

For C-DIT

For CEP