Academia- Industry partnered Certification Courses

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

JSS College of Arts, Commerce and Science (Autonomous), Ooty Road, Mysuru

&

ipsr solutions limited

Managing Director

PRINCIPAL

JSS College of Arts, Commerce & Science
(Autonomous)

Ooty Road, MYSURU-25

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 01st day of March Two Thousand Twenty-Three (01/03/2023),

BETWEEN

JSS College of Arts, Commerce and Science (Autonomous), Ooty Road, 1st Cross Rd, Gundurao Nagar, Chamundipuram, Mysuru, Karnataka 570025 India, the First Party represented herein by its Principal, Prof. M. P. Vijayendra Kumar (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

ipsr solutions limited Merchant's Association Building, M.L. Road, Kottayam, Kerala 686001 the Second Party, and represented herein by its MD & CEO, Dr. Mendus Jacob, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and

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PRINCIPAL JSS College of Arts, Commerce & Science

(Autonomous)

Ooty Road, MYSURU-25

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Managing Director

individually as 'Party')

WHEREAS:

- A) First Party is a Higher Educational Institution named: JSS College of Arts, Commerce and Science (Autonomous)
- ipsr solutions limited, the Second Party is engaged in Business, B) Manufacturing, Skill Development, Education and R&D Services in the fields of - Education, Information Technology and IT enabled Services
- C) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- D) Both Parties, being legal entities in themselves, desire to sign this MOU for establishing a mutual understanding in conducting Certification courses by the collaboration of both parties.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MOU

Both parties shall collaborate in conducting Certification Courses listed 2.1 solutions

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(Autonomous) Ooty Road, MYSURU-25 Managing Director

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in the Annexure 1. Certificate Courses in the emerging fields of IT, in collaboration with Industry are designed to meet the following goals.

- To implement New Education Policy
- To implement Academic Bank of Credit
- Additional Revenue generation
- More visibility for the Department and College
- More exposure for Faculty and Students to the latest Technologies
- 2.2 Second party would be responsible for the Course Planning, Batch Scheduling, Marketing, Operations, Delivery and LMS platform.
- 2.3 First party would be responsible for Announcing, Hosting and Admitting students to these Certificate Courses. First party should also support the second party in promoting the courses through all possible means to get maximum enrollments.
- 2.4 Admission of students and collection of course fee should be done through First party's admission portal and bank account.
- 2.5 First party should share the details of payment being received and the list of payers to the second party on time.
- 2.6 Course Expenditure and the revenue share shall be settled as per the conditions mentioned in annexure 1.

CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.

CLAUSE 4 VALIDITY

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **ipsr solutions limited.**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Industry Partner** or **ipsr solutions limited.**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

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Managing Director

4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 CONFIDENTIALITY

5.1 Both Parties will keep confidential and not disclose the Confidential Information to any parties unless expressly permitted by the **First Party** and Second **Party**.

This shall not apply to:

- I. Confidential Information that is publicly known (other than through a breach of an obligation of confidence);
- II. Confidential Information that is in possession of the Company prior to disclosure by the College; or
- III. Confidential Information that is received by the Company from an independent third party who has a right to disclose the relevant Confidential Information.

These terms shall not restrict the Company from making any disclosure of Confidential Information that is:

- I. required by law; or
- II. required by a governmental authority or regulatory body

CLAUSE 6 RELATIONSHIP BETWEEN THE PARTIES

6.1 It is expressly agreed that **First Party** and Second **Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

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Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Headquarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Kottayam.

AGREED:

For JSS College of Arts, Commerce and Science

For ipsr solutions limited

For ipsr solutions Limited

Managing Director

Authorized Signatory

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Authorized Signatory JSS College of Arts, Commerce & Science

JSS College of Arts, Commerce and Science (Autonomous)	ipsr solutions limited	
Ooty Road, 1st Cross Rd, Gundurao Nagar, Chamundipuram, Mysuru, Karnataka 570025	Merchant's Association Building, M.L. Road, Kottayam, Kerala 686001	
Ph:	0481 230 1085	
jssautonomous@gmail.com	ceo@ipsrsolutions.com	
www.jsscacs.edu.in	www.ipsrsolutions.com	

Witness2:

Witness: Dr. N. Rajendryfrakad
Coordinator, FAAL
JSE wilege
Mynnd

Witness: Dr. Malliharjana Swany
Witness: Arth. Prof. of the mintag

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Witness4:

Annexure I

Execution Method: Revenue sharing Basis

IPSR will take care of the Operations, Marketing and Delivery efforts. Fee for each of the courses may be fixed as per mutual consensus and getting the approval of the statutory bodies of the college from time to time.

Split up of the revenue shall be as follows

Revenue share to the Hosting College	JSS College of Arts, Commerce and Science (Autonomous)	10%
Revenue share for Marketing, Operations, Resource persons, LMS & Delivery	ipsr solutions limited	90%

Note:

- GST extra @ 18 % for exam fee
- Training will be instructor-led online sessions.
- It is expected to have a minimum of 15 students in a batch. If the enrolled numbers are less from college, IPSR will try to add its admitted students to this batch to maintain the batch size. This additional inclusion will not be considered for revenue sharing
- If the college is providing expert faculty members as resource persons for this training, then hourly remuneration will be provided.
- Program completion certificates can be provided to students in digital format through LMS. Authorized signature and Logo of both College and IPSR (Co-branding) can be added in the certificate being issued.

For JSS College of Arts, Commerce and Science

Authorized Signatory

PRINCIPAL Science
JSS Cottege of Arts, Commerce & Science

(Autonomous)

Doty Road, MYSURU-25

For ipsr solutions limited For ipsr solutions Limited

Managing Directo

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Authorized Signatory

Certificate Programmes from the JSS College of Arts, Commerce and Science (Autonomous) in collaboration with ipsr solutions limited (Course fee as on February 2023.)

Certificate Programme Name	Course Duration	Per Head Fee (Inhouse Students of JSS College of Arts, Commerce and Science)	Per Head Fee (Outside Students)
Linux System Administration	100 Hours	INR 5000	INR 15000
Automation with Ansible	90 Hours	INR 5000	INR 16000
Containers & Kubernetes	85 Hours	INR 5000	INR 15000
AWS solution Architect Associate	100 Hours	INR 6000	INR 18000
Digital Marketing	900 Hours	INR 10000	INR 23000
Advanced Search Engine Optimization	76 Hours	INR 5000	INR 15000
Data Analytics	76 Hours	INR 6000	INR 18000

Global Certification (optional)

Certification Exam	Per Head Fee (Outside Students) (Subject to T&Cs from Red Hat) GST@18% Extra	Per Head Fee (Red Hat Academy Students) (Subject to T&Cs from Red Hat under RHA scheme) GST@18% Extra
Red Hat Certified System Administrator (RHCSA) exam (EX200)	Rs. 16500	Rs. 8250
Red Hat Certified Engineer (RHCE) exam (EX294)	Rs. 16500	Rs. 8250
AWS Solutions Architect - Associate	150 Dollars	150 Dollars

Eligibility: Normally, Vendors do not have any minimum qualification for doing Certifications. However, they insist for a minimum of 15 years of age to be completed.