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4. Responsibility of the University

- (a) Select the list of QPs, basis feedback from SSC NASSCOM / NASSCOM for which training programs will be developed and deployed for students
- (b) Develop the curricula and courseware for the identified QPs with help from NASSCOM's members
- (c) Post development of content, select colleges for Phase I of this project.
- (d) Identify the requisite number students from the Universities colleges identified to undergo the training program and assessments
- (e) Facilitate QP-based assessments, at cost, for the target student audience in Universities
- (f) Select Third Party Training Providers, jointly with SSC NASSCOM / NASSCOM and APSSDC, for the programs as per selection criteria and process defined by SSC NASSCOM / NASSCOM, if required
- (g) Select the necessary faculty identified from the colleges to be trained by SSC NASSCOM / NASSCOM
- (h) Select faculty from the identified colleges (Universities to screen such faculty based on certain selection parameters prescribed by SSC NASSCOM / NASSCOM), who will be trained on the programs along with the faculty from the Third Party Training Provider, so that they can handhold students during the Phase I
- (i) SSC NASSCOM / NASSCOM to share the guidelines on awareness / promotion material & any other related material specific to other States (for reference) regarding the program with Universities. Universities would use this material to promote programs amongst target educational institutes
- (j) Organise the logistics and facilitate the Industry Trainers program for the programs towards:
 - a. Faculty development
 - b. Student training

This will also include boarding & lodging, local travel for Industry Trainers for the programs.

(k) Organise the logistics and facilitate the Third Party Training Providers for the programs towards:

a. Faculty development

b. Student training

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- This will also include boarding & lodging, local travel for such Trainers for the programs.
- (I) SSC NASSCOM / NASSCOM& Universities to jointly own up database of trained resources, which would be shared with all NASSCOM members (including the ones who have provided their concurrence towards recognizing the program). Intent would be to increase the scope of employment opportunities
- (m) Universities to bear the cost of conducting the Master Trainer program, except the cost of Industry Trainers as indicated below in the Clause 'Funding'
- (n) Universities to conduct TTT and the subsequent student training at its own cost' *
- (o) Universities/institutions to implement student training programs on a uniform fee structure prescribed in consultation with the APSSDC. The mode of collection and sharing of such fees between the Parties concerned will be on mutually agreeable terms and conditions.
- (p) For the conduct of QP based assessments Universities shall make 100% advance payment of assessment cost to NASSCOM/SSC NASSCOM i.e. the First Party for all the batches for which the First Party shall have given acceptance against regulsition and the First Party hall give an acknowledgement of advance payment.

Assessment cost shall be paid on the basis of registered/scheduled number of candidates (this covers those passed, failed and also coverers absentees on the day of the assessment as well) subject to a minimum batch-size, which is 30 candidates per batch. The cost for a QP assessment and the subsequent certification is currently is at INR.800/- (exclusive of taxes).

President

Bapatla Education Society

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by the Parties concerned. axes, under various statutes if any, y aborn 18: sident

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- (a) The proprietary rights in relation to the material provided to University and Universities with QPs shall rest with SSC NASSCOM / NASSCOM; Universities, shall have the right to use the sufficula and source material in accordance to the terms of this MoU.
- (b) SSC NASSCOM / NASSCOM is the owner of all the intellectual proprietary rights with regard to the training material thus developed (teacher & the taught), and neither this MoU nor the training material shall directly or indirectly create for University / Universities under its aegis any right, title or interest therein.
- (c) University and Universities acknowledge and agree that SSC NASSCOM / NASSCOM owns all rights, title/s and interest in SSC NASSCOM / NASSCOM training material/s, including, without limitation, all intellectual property rights and goodwill therein. Universities will not delete or alter in any manner the copyright, trademark and other proprietary rights, notices etc. appearing in the training material provided by SSC/NASSCOM

10. Indemnity

University and Universities also hereby agrees to indemnify and hold SSC NASSCOM / NASSCOM harmless from any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including the attorney's fees if any, to which SSC NASSCOM / NASSCOM may be subjected to by virtue of any finding related to the terms of the MoU or by virtue of any contravention and or non-compliance on the part of University and Universities and vice-versa with any laws, ordinance, regulations and codes as may be applicable from time to time.

11. Jurisdiction and Arbitration

In the event of any or difference between the Parties hereto, the courts in Delhi alone shall have exclusive jurisdiction to try any matter arising between the Parties here-to and accordingly both the Parties shall submit to the exclusive jurisdiction of courts in Delhi as mutually decided at that time for this purpose.

Any other aspects not covered in this MoU relevant to this program, and dispute etc arising about any aspect of the MoU shall be settled through mutual consultation and agreement, by the Parties to this MoU. In case a settlement is not arrived at, the dispute/s will come under the purview of the Arbitration and Conciliation Act, 1996 of India and the area of jurisdiction will be Delhi

12. Termination

- (a) Either Party shall have the right to terminate the MoU, if the other Party commits a material breach of any of the terms and conditions of the MoU concerned and fails to rectify the same within 30 days of being requested to do so in writing.
- (b) In the eventuality of termination or non-renewal of MoU on expiry of MoU, it would be the responsibility of SSC/ NASSCOM to complete its commitment towards the project; Universities to complete and provide its services to all students admitted as per the regulation of Universities with reference to the project identified in this MOU for the 'QP-based Program/ Course'. In such an eventuality, Universities will continue to use the learning material for students already would for the Programs, subject to the official intimation of the anticipated day of closure.

President Bapatla Education Society BAPATLA

For APSSDC

Signature: 19

Name: S. GHANTA

Designation no 4 CEo

Address: 6-3-868/1/G2, 3rd Floor, Greenland's, GMR Building, Begumpet, Hydenabad - 16.

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Signature: .

Name.....

Designation:

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President Bapatla Education Society

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12	QP Assessments	REC		
13.	Placement Facilitation	April 2016	By the end of next academic year	
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