

## PREMIUM MEMBERSHIP SUBSCRIPTION AGREEMENT

Information and Communication Technology Academy of Kerala (hereinafter referred to as ICTAK), situated at Module No. L9, -1(Lower-Level Floor), Thejaswini Building, Technopark Campus, Karyavattom, Trivandrum-695581, registered under Section 25 of the Companies Act 1956 to enhance the quality of graduates and to increase the employability of the students.

WHEREAS ICTAK has launched a “Premium Membership” model to the eligible institutions which satisfy the evaluation standards (listed below) and the relationship with ICTAK in the past.

WHEREAS, the College has submitted the application in the prescribed format for ICTAK “Premium Membership.”

ICTAK, after proper evaluation and audit, hereby award the title “PREMIUM MEMBER of ICTAK” to the Colleges.

### PREMIUM MEMBERSHIP SELECTION CRITERIA

The following criteria have been applied in selecting the eligible colleges to award the title of ICTAK Premium Membership

Sl. No	Key Performance Indicator (Last 3 Years)	Value	Remarks
1	% Of students successfully Graduated		
2	% Of Teachers with PHD's and with 3 years or more of relevant Industry experience		
3	No of top prizes/awards in Arts, Sports and Technical events		State level and above
4	Center of Excellence / Institution's Accreditation and its status.		
5	Institutions having IT / IT related branches in their academics		

Note: For Existing Member colleges, an additional selection parameter of the past performance will also be evaluated.

### OBJECTIVES & SCOPE

In order to provide the students of the Colleges with the opportunity to obtain gainful career, ICT Academy of Kerala (ICTAK) is forming a Premium membership programme with selected Engineering, Science & Management and Polytechnique colleges in the state. The institutions have been selected based on a set of criteria (defined above), through an online application form from the interested colleges.

ICTAK offers the selected institutions, **one-year membership** and will be supported by ICTAK on a series of activities (mentioned in Clause 1.2) that will help the students, the faculty members and the institution at large on skills development in leading technologies and thereby enhancing the employability skills of the students and quality of education by imbuing new generation teaching skills to the faculty. The selected institutions are required to undertake a set of activities (Clause 1.1) to fulfill the membership requirements.

## **ROLES AND RESPONSIBILITIES**

### **1.1 COLLEGE**

**The colleges hereby agree to ensure the requisite participation as mentioned in the table below: -**

<b>ICTAK sponsored activity</b>	<b>Institutional Commitment</b>
Faculty Development Program on various new technology / industrial related areas will be conducted. Minimum 6 programs during the membership period. Training will be conducted in Virtual Mode through live/self-learning or blended mode.	Minimum 2 faculty members (for each FDP/ TTT); College can choose any or all the training. Ensure the participation for minimum 50% of the partner programs offered by ICTAK in the Membership period.
Faculty Enablement and coordination for Student programs.	Faculty members to facilitate self-based student training program offered by partners (Minimum 20 students per faculty)
Invitation to participate in ICTAK Conclave at discounted rates	Minimum 10 Students and 2 teachers
Participation to ICTAK Paper presentation	Minimum 1 team
Participation to ICTAK Techathlon (ICTAK Technical ideation event) at discounted rates	Minimum 1 team
Invitation to participate in industrial immersion program	Minimum 20 participants
Invitation to participate in Teacher's Top5 industry interaction programme	Minimum 2 teachers (and maximum of 5 teachers)

### **1.2 ICTAK**

**ICTAK hereby agrees to provide the following services/privileges as part of the "Premium Membership" to each of its member colleges: -**

- Faculty Development program / Train-the-Teacher program on Oracle Academy, Salesforce, Microsoft and Google.
- Minimum 10 Faculty Members will be trained on various technology through our partner program (online) in the academic year 21-22.
- Facilitate and coordinate the student program in various technical skills from our Academic Partners.
- Minimum 100 students will be trained on various technology through our partner program (Online) in a year.
- Providing Long term skill development courses on IR 4.0 technology.
- Students undertaking the long-term program will be assisted with placement assistance / support based on the demand and criteria of the recruitment firm.
- Will include Employability quotient test (EQT) to the students with detailed report.

- h) Preference will be given to Premium member colleges to host our events / Govt. Programs.
- i) Invitation to participate in ICTAK Conclave at discounted rates.
- j) Participation to ICTAK Paper presentation (Technical and Management papers) programme at discounted rates
- k) Participation to ICTAK Techathlon (ICTAK Technical ideation event) at discounted rates
- l) Invitation to attend the ICTAK Partner programme
- m) Invitation to participate in Teacher's Top5 industry interaction programme
- n) Invitation to participate in Student's Top10 industry interaction programme.
- o) Support to provide limited resources in Tech-events (on the availability basis)
- p) Free copies (5 copies) of ICTAK Yearly magazine

## 2. FEES AND CHARGES (Non-Refundable)

Though the premium membership is free of cost per se, the fee at applicable rates becomes payable, If the college, at their own will, expresses interest in conducting the other ICTAK training programs which do not comes under the purview of premium membership.

The program fee can be paid through DD addressed to ICT Academy of Kerala, payable at Trivandrum or Bank Transfer to ICT Academy of Kerala Bank Account No:34469941089 with State Bank of India, Technopark Branch with IFS Code:SBIN0007617. Cheque and Online payments are also accepted.

Please refer the table for details: -

Activities	Fees	Remarks
Membership Fees for becoming a Premium member	Free	Institution has to qualify the Membership Requirements
Faculty Development Program – Colleges should nominate their faculty members for at least 50% of the partner program offered by ICTAK in the academic year 21-22.	Free	Nominated teachers must facilitate the students of their college to learn those skills.
Train-the- Teachers on Life Skills Training: Free	Free	
Placement assistance programme of ICTAK	Free	Students with Long term course certification offered by ICTAK alone will be able to participate
Invitation to attend the ICTAK Partner education bites session	Free	
Teacher's Top5 industry interaction programme	Free	Maximum of 5 Teachers per institution
Student's Top10 industry interaction programme	Free	Maximum of 10 Students per institution
Support to provide limited Human resources in Tech-events	Free	Depending on the availability of ICTAK / Industry staffs

ICTAK Yearly magazine	Free	5 Copies per college
Employability quotient test (EQT) – Mandatory for all final year students.	Free	ICTAK working on to create Skill index of Engineering colleges in Kerala.
Long term programs / Add on programs on IR 4.0 skills	Course fee will be applicable.	Students will get certificate from ICTAK. Govt. scholarship will be extended to students based on government norms.
Micro skilling / Short term program on industrial skills	Course fee will be applicable.	Customized based on college need.
ICTAK International Conclave (ICSET) registration fees	25 % Discount on registration fee.	Minimum 10 students and 2 teachers from each member institution
Participation to ICTAK Paper presentation	Rs 2000/- for Author  Rs 1000/- for each Co-authors	Maximum of 3 members. Participants will get free entry to ICSET
Participation to ICTAK Techathlon	25 % Discount on registration fee (for the final round)	Maximum of 5 members. Participants will get free entry to ICSET

### 3. CONFIDENTIALITY

- a. During and for a period of one year from the date of disclosure, all the subscribers to the premium membership agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
  - Is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
  - is already known or become known to the receiving party
  - is received from a third party having no obligations of confidentiality to the disclosing party,
  - is independently developed by the receiving party; or
  - Is required to be disclosed by law or court order.
- c. During the term of the MoU and thereafter for a reasonable period, all the subscribers hereto undertake on behalf of their respective subcontractors/ employees/ representatives/ associates to maintain strict confidentiality and present disclosure thereof, of all the information and data exchanged/ generated pertaining to work/ activity under this MoU for any purpose other than that specified in this MoU.
- d. The member institutes can use ICTAK logo and can display in their website or other branding activities during the tenure of the agreement. However, the member institute will cease the right to use ICTAK logo upon expiry/termination of the agreement.

### 4. NON-EXCLUSIVITY

The relationship of the subscribers of premium membership with ICTAK shall be nonexclusive. Both ICTAK and the institutions, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind.

**5. OTHER TERMS**

- a) ICTAK and the colleges hereby agree to pursue the relationship on a principle-to-principle basis and any of them shall not do or cause to be done anything derogatory to the reputation of the other;
- b) The free programs which remain pending at the end of the membership period shall stand as cancelled without notice.
- c) The Courses offered by ICTAK may subject to change when ICTAK themselves and in association with Government Departments and agencies launch new programs. The same will be intimated to the member colleges in advance.

**6. TERMINATION**

The premium membership shall expire one year from the effective date (August 1<sup>st</sup>, 2021). Either party shall have the right to unilaterally cancel or terminate the premium membership upon 60 days prior written notice to the other party. However, no such early termination of the premium membership, whether mutual or unilateral, shall affect the obligations of the Confidentiality clause or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

Any such termination shall not affect the smooth course completion of the existing batch of students and upon serving of notice of termination by any of the parties, the ICTAK shall immediately restrain itself from further induction of any new batch of students and/or individual students.

Upon serving of notice of termination, none of the parties herein shall be under any obligation to meet with any further expenses of the proposed ICTAK apart from the ones required for the smooth course completion of the existing batch.

**If the college fails to fulfill any one or more of the commitments mentioned in Clause 1(1), the college will not be eligible to hold the title of ICTAK Premium Member for the next year.**

**7. FORCE MAJEURE**

Either ICTAK or the colleges will not be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, riots, civil commotions, etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence of cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

**8. ARBITRATION**

Except as hereinbefore provided, any dispute arising out of the premium membership plan, shall be referred to the arbitration of 2 (two) arbitrators, 1 (one) to be appointed by each party to the dispute and in case of difference of opinion between them to an umpire appointed by the said 2 (two) before entering on the reference and the decision of such arbitrators or umpire, as the case may be, shall be final and binding on all the parties. The venue of arbitration shall be at Trivandrum.

**9. NOTICES & COMMUNICATION**

All notices and other communications required to be served on ICTAK or Colleges under the terms of this MoU, shall be considered to be duly served if the same shall have been

delivered to by hand and properly acknowledged by the respective part/ parties, posted by registered mail or sent by any accredited Courier Service to the respective part/parties at its last known/ officially disclosed address of business.

#### 10. AMENDMENTS

No amendments or modification of the premium membership plan and privileges shall be valid unless the same is made in writing by all the parties herein or through their authorized representatives and specifically stating the same to be an amendment of this agreement. The modifications/changes shall be effective from the date on which they are made/ executed unless otherwise agreed to.

#### 11. RELATIONSHIP

The Premium Membership shall not be construed to make either ICTAK or Colleges, a partner, an agent, or legal representative of the other for any purpose.

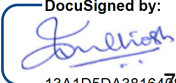
#### 12. SIGNING AND EXECUTION

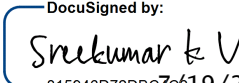
This premium membership document, signed by the authorized signatory of ICTAK and the Colleges creates separate legal relationships between each of the subscribers (Colleges) and ICTAK. The document may be construed as an agreement with proper offer to and acceptance from ICTAK and each of the subscribers signed underneath and vice versa.

BY SIGNING the agreement, the parties, acting by their duly authorized officers, have caused the Premium Membership agreement to be executed between ICTAK and each college, effective as of the 1<sup>st</sup> day of August 2021. The membership ID has been awarded by ICTAK and certificate will be provided after the execution of this agreement.

In WITNESS WHEREOF, the parties hereto have executed this Premium Membership Agreement on the date abovementioned


For ICT Academy of Kerala

DocuSigned by:  
  
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 7/19/2021  
 Santhosh Kurup  
 Chief Executive Officer

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 815946D72DBC702...  
 7/19/2021  
 Sreekumar K V  
 Head-Academic Operations Unit

The college was awarded with Premium Membership of ICTAK for one year with effect from 1<sup>st</sup> day of August 2021, agree and accept with the terms of this agreement by putting the signature of its authorized signatory (digitally)

Christ College (Autonomous) Irinjalakuda

DocuSigned by:  
  
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 8/4/2021

Fr Dr Jolly Andrews  
 Principal, Christ College  
 (Autonomous) Irinjalakuda