

Memorandum of Understanding

Between

International Skill Development Corporation [ISDC]

And

Baselious Mathews II College of Engineering, Sasthamkotta,
Kollam.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into at Sasthamkotta on this 12th day of June in the Year 2023.

BETWEEN:

ISDC Projects India Pvt. Ltd, trading as “ISDC - International Skill Development Corporation” and having its Regional Office at Lakshmi Narayan Complex, Palace Road, Vasanth Nagar, Bengaluru, Karnataka – 560052, represented by its Regional Manager Institutional partnerships Sharath Venugopal, hereinafter referred to as “ISDC” or FIRST PARTY.

AND

Baselios Centre for Management Studies, Baselios Mathews II College of Engineering an affiliated college under APJ Abdul Technological University (KTU) conducting Graduate and Post Graduate courses; having its premises at Sasthamcotta, Kollam, Kerala India, represented by its Principal- Prof. Dr. L. Padma Suresh, here in after referred to as “Baselios Mathews II College of Engineering” or the SECOND PARTY.

Both Parties as above have expressed a desire of entering a Memorandum of Understanding to meet their respective objectives, which are set out herein below.

WHEREAS

- a. The First Party - ISDC, an Education & Skill Development Company having expertise in Professional & Vocational Education and is interested in associating with the Second Party to develop new courses or update / upgrade the existing courses and further promote & deliver those as mentioned in the Annexure 1 of this MoU.

The Second Party – Baselios Mathews II College of Engineering, on its part is interested in associating with the First Party for using their expertise to promote and deliver Business Analytics/ Data Analytics Program to the Undergraduate/Post Graduate students at Baselios Mathews II College of Engineering

The purpose of this Memorandum of Understanding is to set forth the terms and conditions under which the Parties to this understanding shall conduct themselves during the subsistence of the Memorandum.

This Memorandum of Understanding (“**MOU**”) is not, and is not intended to be, legally binding except as specifically set out below.

1. The First Party shall support the Second Party to develop the UG/PG Courses/Offerings mentioned in the Annexure 1 of this MoU. The students enrolled for these courses/offerings can access additional Qualifications/ Memberships/ Designations/Accreditations from the respective External Professional Organisations mentioned in the Annexure 4.
2. It is the responsibility of the Second Party to get the necessary approvals for running the program at the college for the courses/offerings given in Annexure 5.
3. The First Party can use the name of the Second Party for promoting this Partnership. The Second Party can also use the name of First Party for advertisements and promotional purposes.
4. The admission criteria and the number of seats for the programs are fixed by the Second Party in consultation with the First Party.
5. The First Party provides digital version of the relevant Learning Materials to the students enrolled.
6. The First Party provides additional training support/ master classes to the students enrolled for programs at the campus and the number of hours per subject / per module is given in the Annexure 2. If the number of students enrolled for the

program is less than 30, the training will be done through Online Mode by using the LMS of the First Party.

7. All responsibilities regarding registration of the students with the Professional Bodies should be dealt with by the First Party. The students must follow the rules and regulations of the respective Professional Body to appear for the examination and pursue the qualification/membership and designation.
8. Out of the Tuition Fees Collected, the Second Party has to make the necessary payment to the First Party as per the Annexure 3.
9. The relevant fee to the Professional Body must be paid by the students directly as per the rules and regulations set by the professional body from time to time as per the Annexure 4.
10. The complete list of Students of the course shall be provided to the First Party by the Second Party. Changes in Students if any, shall be communicated by the representative of the Second Party to the First Party immediately.
11. The College will comply by providing the required documents for Professional body Accreditation, academic program guide with details of the integrated syllabi and sample question papers within 30 days from the date of MOU signing.
12. It is intended that the terms of this MoU will remain in force for an initial period of Three Years set out above i.e, the completion of First Batch or is otherwise terminated in accordance with the provisions of Clause (13). The MoU can be extended for further periods after the expiry of Three Years upon the Parties mutually agreeing such extension in writing. The terms of this Memorandum may be modified at any time by both Parties on mutual consent.
13. Either Party shall be entitled to terminate the MOU on 60 days' notice. The MoU will automatically terminate:
 - Any potential Binding Agreement would be unenforceable, void or illegal due to any statutory or regulatory requirements; or
 - Terminates any Binding Agreement for cause.

- In the event of the termination of the agreement, the First Party agrees to complete the existing batches on agreed terms.
14. All Intellectual Property created by a Party in connection with the collaboration shall remain the property of that Party. The Parties agree that any material jointly created by the Parties for the collaboration shall be jointly owned (based on the Contributions) by the Parties, unless otherwise agreed in writing.
15. Where the collaboration reasonably requires the use by one Party of Intellectual Property that is owned by the other Party (the **“IPR Owner”**), the IPR Owner will license such rights to the other Party on a non-exclusive basis, without the right to sub-license, solely for the purpose and to the extent necessary in connection with the collaboration. Any such license will automatically terminate when the MoU is terminated.
16. For the purposes of this MoU, **“Confidential Information”** shall be all information of a confidential nature (whether written or oral) concerning the business and affairs of either Party which is obtained or received as a result of the discussions leading up to, the entering into or the performance of this MoU, including Financial Information, Training & Learning Material, Trade Secrets, University / College Lists, Trade and Commercial Details and Computer Software and Databases, the Contents of all Reports and Documentation prepared by either Party or on its behalf and any other information of a confidential nature designated by a Party as confidential; Each of the Parties shall at all times while this MoU remains in force and after it has terminated, keep confidential the Confidential Information except where:
- The Confidential Information was already lawfully known, or became lawfully known to either of the Parties independently.
 - Disclosure or use is necessary by either of the Parties (including their employees, agents and sub-contractors) for the proper and effective performance of this MoU;
 - Disclosure is required by law to any Government, Governmental Department, Agency, Regulatory or Fiscal Body or Authority (whether national or foreign) and their Authorised Agents (including professional advisers);

- The Confidential Information is disclosed, in the case of ISDC, to another member of the ISDC Group of Companies.
- Each Party undertakes to the other that it will not disclose or make use of, for its own benefit, any of the Confidential Information of that other Party.

17. All disputes and differences of any kind whatever arising out of or in connection with this MoU shall be referred to the arbitration as per the **Arbitration and Conciliation Act, 1996** and In case of any disputes not settled due to arbitration it will be subject to the courts of Kerala Jurisdiction.

Each Party hereby confirms its agreement to the terms contained in this MOU on this 12th day of June, 2023.

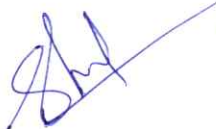
On behalf of Baselios Mathews II College of Engineering



Dr. L. PADMASURESH, Ph.D.
PRINCIPAL

BASELIOS MATHEWS II COLLEGE OF ENGINEERING
SASTHAMCOTTA, KOLLAM-690 520

On behalf of ISDC






IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the first date set forth above.

On this 12th day of June, 2023.

Witness 1: Roy Samuel.
HOD
MBA Dept.



Witness 2: Jubin Sam
Manager Business Development


Annexure 1

Courses/Offerings	Accreditation/Qualification/Membership/Designation
Business Analytics and Data Analytics for UG & PG Streams*	ISDC Certificate in Business Analytics / Data Analytics. Endorsed by IoA (Institute of Analytics), UK and which leads to Associate Membership from IoA to the students.

Annexure 2

Master Training sessions by ISDC Trainers through online mode:

Courses/Offerings	Master Classes by ISDC (No of Hours in Total)
(A) Business Analytics	240 Hours
(B) Data Analytics	240 Hours

(A)Business Analytics

Module/Paper	Subject Name	Training Hours
Module 1	Statistics with R	30 Hours
Module 2	Python Programming	30 Hours
Module 3	SQL	30 Hours
Module 4	SaS and Tableau	30 Hours
Module 5	Machine Learning & AI	30 Hours
Module 6	Social Media Analytics	30 Hours
Module 7	Natural Language Processing	30 Hours
Module 8	Big Data Analytics	30 Hours
	TOTAL	240 Hours

(B)Data Analytics

Module/Paper	Subject Name	Training Hours
Module 1	R Programming	30 Hours
Module 2	Python Programming	30 Hours
Module 3	SQL	30 Hours
Module 4	Big Data Analytics	30 Hours
Module 5	Machine Learning & AI	30 Hours
Module 6	Deep Learning	30 Hours
Module 7	Natural Language Processing	30 Hours
Module 8	Computer Vision	30 Hours
TOTAL		240 Hours

Annexure 3

Courses/Offerings	ISDC Fee
Business Analytics and Data Analytics for UG & PG Streams	INR 30,000 Per Student for the Whole Course at the time of admission

Please note:

- This fee is only applicable for the Batch of 2023-24, from 2024-25 Batch the fee will be 40,000.
- The Specified commercials does not include GST or any other tax components.
- The mentioned fee to be collected by the University. ISDC will invoice the college based on the number of students enrolled for the course.

Annexure 4

Courses/Offerings	Professional Body Fees									
Business Analytics and Data Analytics for UG & PG Streams	<p>Upon completion of the accredited course, students will progress to Associate Membership at the Institute of Analytics. All UG students will have to directly pay for memberships and subscriptions to IoA. This is not inclusive in the University fee.</p> <p>The IoA Fess can be found on the URL given below and it is subject to the discretion of IoA. http://IOAglobal.org/members.php#join-member</p> <table><tr><th>Particulars</th><th>Fee</th><th>Remarks</th></tr><tr><td>Initial Registration</td><td>90 GBP (One-time)</td><td>To be paid to IoA directly at the beginning of the 1st semester.</td></tr><tr><td>Subscription (Student Member)</td><td>90 GBP Annually</td><td>Payable by 1st July every year.</td></tr></table>	Particulars	Fee	Remarks	Initial Registration	90 GBP (One-time)	To be paid to IoA directly at the beginning of the 1 st semester.	Subscription (Student Member)	90 GBP Annually	Payable by 1st July every year.
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