

G 380128

Between

M/s Kerala State Information Technology Infrastructure Limited (hereinafter referred to as KSITIL), having its registered office at TC No.: 14/196/2, 3rd Floor, Chandrasekharan Nair Stadium, Palayam, Trivandrum - 695033, registered under the Companies Act 1956/2013 represented by Dr. C Jayasankar Prasad, Managing Director aged on the first part.

And

Royal College of Engineering & Technology, an institution complying with the Eligibility Criteria mandated by Government of Kerala for Engineering College/Institutions in the state of Kerala, in order to become member of SDPK Project (The eligibility criteria is placed as Appendix I) and decided by the Oversight Committee of SDPK (hereinafter called "COLLEGE/INSTITUTION" which expression shall include its successors and permitted assignees) with its registered office at **Akkikavu, Chiramanangadu P O, Thrissur, 680604** represented by **Dr. S P SUBRAMANIAN** on

the second part

Signature of First Part

Signature of Second Party

Second Part

K.T.SUBHADRA

SUB TREASURY
9116 *

OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

WHEREAS, GOK is investing in Technology enabled, Industry supported Skills Delivery Platform Kerala (SDPK) that will have the reach and quality to the engineering students in Kerala. Through the platform, targeted long-term skills programmes that are Industry relevant and high quality is to be delivered to the Engineering College/Institutions in the state.

WHEREAS, KSITIL, acting as the Special Purpose Vehicle (SPV) of Government of Kerala in SDPK project, vide, G.O.(Rt) No. 05/2017/ITD dated 11/01/2017 for the implementation of the Telepresence Infrastructure in the College/Institutions, attempt to bridge the employability gaps and to produce skilled workforce for the growing needs of industry.

1. SCOPE

Under this MOU, KSITIL provides the Telepresence Infrastructure for setting up Hi-tech class rooms in the participating College/Institutions upon mutually agreed terms and conditions.

IT Assets which form part of this agreement which KSITIL provides to the eligible are placed as Appendix-II

2. ROLES AND RESPONSIBILITIES

2.1 COLLEGE/INSTITUTION

- a. To comply and continuously strive to comply with the Eligibility Criteria to become and continue as member of SDPK program.



For Kerala State It Infrastructure Ltd.

Signature of First Part
Dr. Jayasankar Prasad.c
Managing Director



Signature of Second Part
Dr. S.P. Somanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Akkamangal P.O., Thrissur Dist - 680604

b. To complete, convince and submit a detailed report and declaration with relevant documents evidencing the following;

i) Space allocated for the classroom as per the mandate/handling over document.

Total Computers - 56

UPS 6 KVA - 1 Number

10 KVA - 1 Number

****UPS supply is connected with light and fans**

ii) Uninterrupted power supply with UPS Back up, a/c, lighting etc.

iii) Security to ensure safe keeping of implemented equipment (cc camera or access card system to ensure only authorized access)

iv) Any other accessories required to support the installation of Tele-presence Classroom

v) The participating College/Institutions should ensure that they provide at least one batch (60 students) towards each of the skill programme that would be run through SDPK platform from time to time.

vi) The participating College/Institutions should be willing to provide 3-4 teachers as tutors for various skills programme that would be delivered through the platform.

vii) The installed devices shall be the property of Govt. and the upkeep of the installed equipment is the responsibility of participating institutes. While the selected vendor for the project will fulfil the on-going regular maintenance of the equipment, any damage due to mishandling of equipment should be rectified by the College/Institutions at their own cost.

c. To designate an Institutional Nodal Officer (INO) who will have responsibility for coordination and implementation of this MOU;

For Kerala State IT Infrastructure Ltd

Signature of First Part
Dr. Jayasankar Prasad, c
Managing Director

Signature of Second Part
Dr. S.P. Subramanian, M.E., Ph.D., F.I.E.
Principal
College of Engineering & Technology
Dist - 680604

2.2 KSITIL

- a. To provide and install the necessary IT Infrastructure in eligible College/Institutions after evaluating whether the College/Institution comply with the eligibility criteria.
- b. To ensure confidentiality and secure custody of all data collected from College/Institution.
- c. To designate a Coordinator (Nodal Officer, who will have responsibility for coordination and implementation of the terms of this MOU.
- d. College/Institution in operation (if within 5 years it is closed), the equipment to be transferred to KSITIL in normal working condition.

3. DURATION

The agreement remains in full force till the time the IT Infrastructure facilities are used by the College/Institutions. Shifting of assets to other premises or any other acts mentioned in Clause 6 & 7 below shall not make any clauses of this agreement invalid.

4. CONFIDENTIALITY

- a. During and for a period of one year from the date of disclosure, each party 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.

For Kerala State It Infrastructure Ltd.

Dr. Jayasankar Prasad.c
Managing Director

Signature of First Part

Signature of Second Part
Dr. S.P. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Kangad P.O., Thrissur Dist - 680604

- c. During the term of the MoU and thereafter for a reasonable period, all the parties 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 cannot use Government logo for displaying in their website. The IT Infrastructure setup by the Government shall not make member institutions eligible to claim that they are related to the Government in any manner.
- e. The confidentiality obligation under this clause shall survive for a period of 3 years post termination or expiration of this Agreement.

5. EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a similar agreement for Skills Enhancement, the member institutions shall not use the facilities setup by the Government for conducting such programs.

6. LOCATION, USE AND MAINTENANCE OF IT ASSETS

College/Institution shall not remove or relocate the IT Assets provided by KSITIL without the prior consent. KSITIL or any other person or entity who is nominated to do so, shall be entitled to access and inspect the premises at any time during working hours with or without prior intimation. College/Institutions at its own expense shall provide all necessary maintenance and keep the assets in good condition as that in which it was received.

The IT Assets provided shall be used exclusively for running SDPK programs or other programs approved by Govt. of Kerala and in the event of any deviation from the usage guidelines by College/Institutions, KSITIL can with or without notice initiate legal action against the College/Institutions, including, but not

For Kerala State It Infrastructure Ltd.

Signature of First Part, Dr. Jayasankar Prasad C
Managing Director

Signature of Second Part, Ph.D., F.I.E.
Principal

Royal College of Engineering & Technology
P.O. Thrissur Dist - 680604

limited to revenue recovery of assets. The usage guidelines are attached as Appendix III.

College/Institutions agrees to use, operate, repair and maintain the IT Assets in compliance with the applicable laws, regulations, including without limited to all safety laws, Information Technology Laws, industry codes, academic standards framed by the University, government regulations and all specifications and operating and maintenance manuals.

7. RISK OF LOSS, INSURANCE AND WARRANTY

College/Institutions shall assume all risk of damage or loss with respect to the IT Assets provided. College/Institutions shall bear the cost of any loss incurred to the IT Assets during the term the assets are in its possession. KSITIL shall keep the IT Assets insured with a policy equivalent to the full replacement value of the IT Assets. College/Institutions shall report all incidents of damage or loss with respect to the IT Assets within 10 days to KSITIL.

Any damages to the IT Assets installed at College/Institution premises shall be rectified by the College/Institutions. KSITIL is not liable to do the same and the company shall not issue any warranty or guarantee with respect to the assets installed. College/Institutions may avail the Manufacturer or Supplier Warranty for making good the damages.

8. IDENTIFICATION

College/Institutions shall not sell, sublease, mortgage, pledge, encumber, remove or otherwise dispose of the IT Assets in any manner. Any such act shall entitle KSITIL to confiscate the IT Assets and claim for damages and other legal remedies.

9. OTHER TERMS



For Kerala State It Infrastructure Ltd.

Signature of First Part Jayasankar Prasad.c
Managing Director

Signature of Second Part
Dr. S. D. Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Chiramanangad P.O., Thrissur Dist - 680604



- a. The parties hereto agree to enter into this MoU on a principle-to-principle basis and none of the parties shall do or cause to be done anything derogatory to the reputation of the other;
- b. None of the parties will be held responsible for non-fulfillment of their respective obligations under this MoU due to work/ activity under this MoU for any purpose other than in accordance with this MoU.
- c. This agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings with respect to its subject matter. This agreement may not be modified except in writing signed by duly authorized representatives of both parties.

10. SEVERABILITY

Any law restraining the validity and enforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, and shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect unless the invalid or unenforceable provision comprises an integral part of or otherwise inseparable from the remaining agreement. In such a case, the Parties to this Agreement shall attempt to agree on a provision that is valid and enforceable and similar to the original provision.

11. AMENDMENT OR TERMINATION

This MOU may be amended or terminated by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, 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.

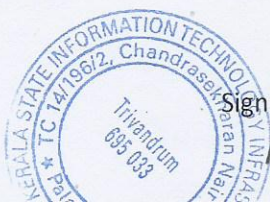
Any such termination shall not affect the smooth course completion of the existing batch of students and upon serving of notice of termination by any of the parties. Upon serving of notice of termination, none of the parties herein shall be

For Kerala State It Infrastructure Ltd.

Signature of First Part Jayasankar Prasad.c
Managing Director



Signature of Second Part
Dr.S.P.Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Kongad P.O., Thrissur Dist - 680004



under any obligation to meet with any further expenses of the proposed KSITIL apart from the ones required for the smooth course completion of the existing batch. When the College/Institution terminates the agreement, KSITIL is entitled to claim damages with respect to the installation and other costs incurred during the period on the IT Assets with interest and confiscate the assets. If the assets are found in a condition which is not identical to that at the time of installation, KSITIL shall have the right to claim damages for the same as well.

12. FORCE MAJEURE

If the performance of any obligations by any party as specified in this Agreement is prevented, restricted, delayed or interfered by reason of force majeure then notwithstanding anything contained hereinabove, the Party affected shall be excused from its performance to the extent of such performance relates to such prevention, restriction, delay or interference and provided the Party so affected uses its best efforts to remove such cause of non-performance and when removed the Party shall continue performance with utmost urgency. For the purpose of this article "Force Majeure" means and includes fire, explosion, cyclone, floods, war, revolution, blockage or embargo, any law, order, demands or requirements of any Government or statutory authority, strikes, which are not instigated for the purpose of avoiding obligations herein or any other circumstances beyond the control of the Party affected.

13. SETTLEMENT OF DISPUTE AND JURISDICTION

(i). If any dispute or difference of any kind whatsoever may arise between the Parties in connection with or arising out of this agreement, the Parties shall attempt for a period of 30 days after receipt of notice by the other Party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the Parties.

(ii). All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by either of the party under this Agreement or of any matter whatsoever arising under this Agreement which have not been mutually settled as per the provisions of clause 15.1, shall be referred to Arbitration under

For Kerala State It Infrastructure Ltd.

Signature of First Part

Dr. Jayasankar Prasad.c
Managing Director



Signature of Second Part
Dr. S.P. Subramanian, M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Thiruvananthapuram P.O., Thiruvananthapuram Dist - 686 604

the provisions of the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint an Arbitrator. The place of Arbitration shall be Thiruvananthapuram. The language for Arbitration shall be English. The provisions of this clause shall survive the termination of this Agreement.

14. NOTICES & COMMUNICATION

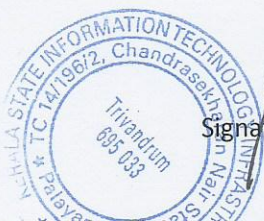
All notices and other communications required to be served on each of the parties under the terms of this MoU, shall be considered to be duly served if the same shall have been delivered to by hand and properly acknowledged by the respective part/ parties, posted by registered mail or sent by any accredited Courier Service to the respective part/parties at its last known/ officially disclosed address of business.

Any Communication shall be addressed to the following by either party:

KSITIL	College/Institution
<p>Attention: Mr. Mahesh Vijayan/ Mr. Sreejith Sasidharar</p> <p>Address: Kerala State IT Infrastructure Limited., TC No.: 14/196/2, 3rd Floor, Chandrasekharan Nair Stadium, Palayam, Trivandrum – 695033.</p> <p>Email: mahesh@ksitil.org/sreejith@ksitil.org Tel No.: 0471-2303706</p>	<p>Attention: DR. S P BALASUBRAMANIAN/ SREERAJ R</p> <p>Address: ROYAL COLEGE OF ENGINEERING & TECHNOLOGY CHIRAMANANGADU P O THRISSUR-680604 Email: principal@royalcet.ac.in/sreerajr@royalcet.ac.in Tel No.: 04885 271122</p>

15. RELATIONSHIP

It is hereby understood and agreed that this Agreement is on a Principal to Principal basis and neither Party shall describe itself as an agent, partner, joint-venture partner, employee, or representative of the other Party, or pledge the credit of the other Party in any way or make any representations or give any



Signature of First Part

For Kerala State It Infrastructure Ltd.

Dr. Jayasankar Prasad.c
Managing Director



Signature of Second Part

Dr. S.P. Subramanian M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
P.O., Thrissur Dist - 680604

warranties to any third party which may require the other Party to undertake or be liable for, whether directly or indirectly, any obligation and/or responsibility to any third party or enter into contracts on behalf of the other Party.

16. ASSIGNMENT

KSITIL has the authority to engage any third parties, not limited to subcontractors, for the effective implementation or setup of the IT Assets which forms part of this agreement in the College/Institution premises.

Other responsibilities which come under this agreement shall not be assigned by either party to any other person or entity without the written consent of the other party. Being a Government initiative, the concurrence of Government of Kerala may also be required in certain incidents, which are to be discussed and settled on a case to case basis with reference to the Government rules, notifications and regulations.

17. NO LIABILITY OR AUTHORITY

Nothing in this Agreement shall give either Party any rights to use any trade names or trademarks or any service marks (or the goodwill associated therewith) which are used by the other, save as may be authorized by the latter in writing.

18. FURTHER ACTS AND ASSURANCES

Each of the Parties agrees to execute and deliver all such further instruments and to do and perform all such further acts and things, as shall be necessary and required to carry out the provisions of this Agreement.

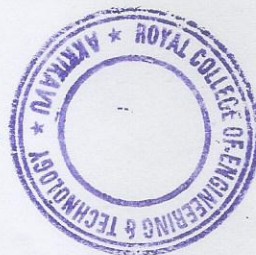
19. MATTERS NOT PROVIDED IN

If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the Parties shall consult with each other for each instance and resolve such doubts in good faith.

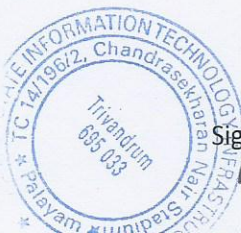
20. GOVERNING LAW

For Kerala State It Infrastructure Ltd.

Signature of First Party **Dr. Jayasankar Prasad.c**
Managing Director



Signature of Second Party
Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal
Royal College of Engineering & Technology
Thiruvananthapuram Dist - 680604



This Agreement shall be governed by and construed and interpreted in accordance with the laws of Republic of India. Subject to the provisions of clause 13 herein, the Parties shall be subject to the exclusive jurisdiction of the Courts in Thiruvananthapuram

21. INDEMNIFICATION

Either Party shall indemnify and keep indemnified, and defend and hold harmless the affected party, its respective officers, employees, and agents from and against all losses, damages, legal proceedings, liabilities and claims at law, or in equity including without limitation costs, expenses and lawyers fees, directly or indirectly arising out of or resulting from the representations contained herein or its obligations under this Agreement.

22. REPRESENTATIONS AND WARRANTIES

The Parties hereby represent and warrant to each other that:

- (i). It is duly established and existing under the laws of jurisdiction stated against its name of this Agreement and has the legal power and authority to sign this Agreement, bind itself and perform and comply with its duties and obligations under this Agreement
- (ii). Time is of the essence with respect to all provisions within this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement
- (iii). this Agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof;
- (iv). The execution, delivery and performance of this Agreement have been duly authorized by all requisite actions and will not constitute a violation of:
- (v). any statute, judgment, order, decree or regulation of any court, Government instrumentality or Arbitral Tribunal applicable or relating to itself, its assets or its functions, or of any other documents or to the best of its knowledge any indenture contract of agreement to which it is a party or by which it may be bound;

For Kerala State It Infrastructure Ltd.

Signature of First Part

Dr. Jayasankar Prasad.c
Managing Director

Signature of Second Part

Dr.S.P.Subramanian., M.E., Ph.D., F.I.E.
Principal
Engineering & Technology
Dist - 680

(vi) there are no actions, suits or proceedings pending or, to the best knowledge threatened against it before any Court, Governmental instrumentality or Arbitral Tribunal that restrain it from performing its duties and obligations under this Agreement; and no representation or warranty made herein contains any untrue statement.

24. HEADINGS

The headings in this Agreement are inserted for ease of reference only and shall not affect the interpretation of the Agreement.

25. COUNTERPARTS

This Agreement may be executed by both Parties hereto in two counterparts, each of which when executed shall be deemed to be an original, but both of which taken together shall constitute one and the same Agreement.

26. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

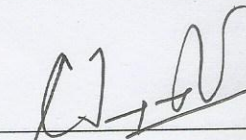
27. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

In WITNESS WHEREOF, the parties hereto have executed this MOU on **this 30-11-2018.**

Signature of KSITIL :



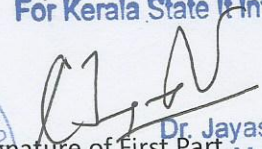
Appendix III Missing

In the presence of :

Ms. Remya R.S., Company Secretary & FM, KSITIL


For Kerala State Infrastructure Ltd.

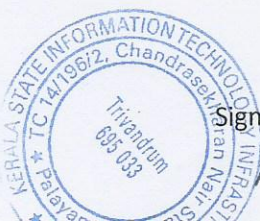
Signature of First Part


Dr. Jayasankar Prasad.c
Managing Director




Signature of Second Part


Dr. S.P. Subramanian., M.E., Ph.D., F.I.E.
Principal
College of Engineering & Technology
Thrissur Dist - 680604

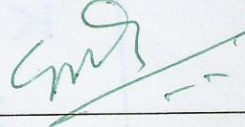


Signature of Witness :



SIGNED SEALED AND DELIVERED BY **Dr. S P SUBRAMANIAN**, the duly constituted attorney for the College/Institution.

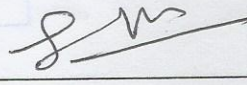
Signature of Principal :



In the presence of

: **SREERAJ R**

Signature of Witness :



Appendix I:

The colleges may be included based on the following criteria:

1. Student's intake ≥ 100 and Pass percentage $\geq 25\%$.
2. Student's intake ≤ 100 and Pass percentage $\geq 40\%$.

Appendix II:

Class Room End Point		Make	Quantity
1	Cisco SX80 Codec, Speaker Track 60, Touch 10	Cisco	1
3	Cisco Tele-Presence Ceiling Microphone Generation 2	Cisco	4
6	86" Interactive Display	LG	1
7	Wall mounted powered Speakers for far end audio only.	Sonodyne	4
9	Flexible High-Speed HDMI Cable with Ethernet	Kramer	1
10	HDMI Wall Plate in Podium/Wall	Kramer	1
11	HDMI (Male - Male) 35 Feet Cable	Kramer	1
12	HDMI (Male - Male) 35 Feet Cable	Kramer	1
13	Branded bulk connectors & Conduiting	Integrator	1
14	Wall Mounted Equipment storage rack	Custom	1

For Kerala State It Infrastructure Ltd.

Signature of First Part

Dr. Jayasankar Prasad.c
Managing Director



Signature of Second Part

Dr.S.P.Subramanian, M.A., Ph.D., F.I.E.
Principal
College of Engineering & Technology
Thrissur Dist - 680604

