

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is effective from the **3rd day of July, 2020.**

### **BETWEEN**

**Cloud Counselage Pvt. Ltd.**, a Company registered under the provisions of the Companies Act, 1956 and deemed to be registered under the provisions of the Companies Act, 2013 and having its registered office at 91 Springboard, 1 & 2 Floor, Kagalwala House, Behind Metro House, Plot No. 175, CST Road, BKC, Kalina, Mumbai - 400098, hereinafter referred to as '**CCPL**' (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the **First Part.**

### **AND**

**Information Technology Department, L.D. College of Engineering**, a College, having its address at Opp.Gujarat University, Navarangpura, Ahmedabad Gujarat, hereinafter referred to as '**IT Dept**' (which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors, and assignees) of the **Second Part.**

### **WHEREAS:**

1. **LDCE** is an esteemed Government engineering college managed by Directorate of Technical Education, Government of Gujarat. The college is affiliated to the '**Gujarat Technological University**' and approved by the All India Council of Technical Education (AICTE).
2. **CCPL** an IT & Management Consulting, Advisory & Career services company based in Mumbai, founded in February 2015;
3. Under the 'Industry-Academia Connect' initiative, **IT Dept, LDCE** has agreed to collaborate with **CCPL** to introduce the 'Cloud Counselage Professional Community (CCPC)' to its students and faculty members.
4. The Parties hereto have agreed to enter into this Memorandum of Understanding to record the terms and conditions mutually agreed amongst them.

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**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES  
HERETO AS UNDER:**

**1. Objective**

The **IT Dept, LDCE & CCPL** collaborate with each other to engage through CCPC which provides:

- i. Train The Trainers program for your faculty members
- ii. Industry Visits (IVs) for all enrolled students
- iii. Internship Program (IP) for all enrolled students
- iv. Corporate & Industry exposure
- v. CV & Profile building assistance
- vi. Job Cloud access
- vii. Off-Campus placements updates
- viii. Newsletter (updates on hackathons, etc.) monthly
- ix. Events from us and our partners
- x. The technology of the month blogs and guidance
- xi. Monthly seminars, webinars, etc.
- xii. Access to free Technology & Management training from our partners
- xiii. Corporate discounts from our global partner vendors
- xiv. Access to our corporate systems
- xv. Job opportunity for high performers after graduation
- xvi. Lifetime membership for students enrolling by 31st July 2020

**2. Period of MOU**

This **MOU** shall come into force and effect from the **date of execution** and shall remain **valid as long as either of the parties shows consent to terminate the agreement.**

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### 3. Roles & Responsibilities of the IT Dept,LDCE

- i. **IT Dept,LDCE** will introduce its students to the 'CCPC' Membership and its benefits.
- ii. **IT Dept,LDCE** will assign a '**Single Point of Contact (SPOC)**', to coordinate directly with the **CCPL** representative to facilitate the student enrolment process. The enrolment process is listed in '**Schedule A**'. The SPOC will be required to attend a monthly virtual/ physical meeting. The benefits for the SPOC are as stated below:
  - a. An honorary position with CCPL
  - b. Discounts on products, training, and certifications of our partner vendors of IT & Management
  - c. Job Cloud complimentary access (till the MOU is enforced)
  - d. Recommendations (LOR/ LinkedIn) after a duration of six (6) months engagement of the SPOC with **CCPL**, if requested
  - e. Represent **CCPL** in various industry events
  - f. Invitation to Business & Technical events conducted by CCPL
  - g. Opportunity to get associated with our consulting industry projects into IT & Management
  - h. Access to our corporate systems
  - i. Assistance in placement activities of students
- iii. **IT Dept,LDCE** shall ensure that the student who opts in for the Internship Program is dedicated and devotes a reasonable time as suggested by **CCPL**. Generally, a minimum of 5 hours/ day or 30 hours/week during the vacation period. The 'Internship Program' will be only conducted during the vacation period of the college.

### 4. Roles & Responsibilities of CCPL

- i. For the academic year 2020-2021, **CCPL** will provide CCPC membership, including three (3) months 'Internship Program (IP)', to the selected students

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at no cost. The selection process and the timelines will be shared separately. CCPL will provide the benefits committed in clause 1 above.

- ii. CCPL also agrees to help and mentor **deserving and shortlisted Students to develop Industry Oriented Projects** as per company requirement and their area of interest.
- iii. CCPL will assign a **specific member of staff** to liaise with the **IT Dept, LDCE SPOC**, for seamless execution of this engagement
- iv. CCPL agrees to enroll each CCPC member once for up to three (3) months online 'Internship Program' during their studentship with **IT Dept, LDCE**.
- v. CCPL shall inform the enrolment process to the **IT Dept, LDCE SPOC** from time to time
- vi. CCPL reserves all rights as mentioned but not limited to selection/ rejection/ termination of the student enrolment/ membership for **CCPC**, change the benefits offered with a notice of 30 days, change the terms and policies. However, any such changes will be communicated from time to time.

## 5. Certification

- i. **Certificates/ E-Certificates** shall be awarded to the students on **successful completion of the internship/ work/ task outsourced/ assigned by CCPL, as per the rules of the organization.**
- ii. **A letter of appreciation will be awarded to the top-performing students.**

## 6. Limitations and Warranties

Both parties agree that it would be their endeavour to prevent any liability arising out of default or non-compliance with the MOU terms by the other party.

## 7. Termination

- i. Both parties can terminate the MOU with a prior written thirty (30) days' notice on default of terms of non-adherence to any condition or responsibilities by the other party as outlined in this MOU in case such default is not rectified within such thirty (30) days.
- ii. Both parties also agree that it would be their professional endeavour that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing Projects / Research & Development Work, which would be without any hindrance and would be progressed for completion.

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## 8. Non Disclosure and Confidentiality

- i. In view of the aforesaid, the parties have agreed to disclose/ disclosed certain confidential information concerning its capabilities, potentialities, customers, potential customers, other business information which it considers would be necessary and required by either party for acting on behalf of each other for the said purpose.
- ii. The intention of the parties is to maintain total confidentiality about all its information which the parties disclose to each other and the parties undertake that such information, data, know-how, business model, business processes, this MOU, etc. shall be totally confidential and no data in regard to their dealings shall be shared and /or made available to any third party in any manner whatsoever.
- iii. The Parties agree, declare and undertake that during the period and after the expiry of the MOU as well, all the data, information, technical know-how, etc., shared and disclosed by CCPL to IT Dept, LDCE and its students shall be kept confidential in any manner whatsoever (**intellectual property rights**).
- iv. The obligations and restrictions of non-disclosure and confidentiality do not apply if the party is requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process), or is required by a regulatory body, to be disclosed. However, the Receiving Party shall:
  - a. provide the Disclosing Party with prompt notice of any such request or requirement before disclosure so that the Disclosing Party may seek an appropriate protective order or other appropriate remedies; and
  - b. provide reasonable assistance to the Disclosing Party in obtaining any such protective order. If a protective order or other remedy is not obtained or the Disclosing Party grants a waiver under this MOU, then the Receiving Party may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of counsel reasonably acceptable to the Disclosing Party, the Receiving Party is legally compelled or otherwise required to disclose. The Receiving

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Party shall make reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any part of the Confidential Information so disclosed, or was developed by the Receiving Party independently without breach of this MOU.

#### **9. Intellectual property**

All the projects/ tasks on which the students work during their internship would be the intellectual property of **CCPL**. The students can, however, showcase their contribution to the projects/ tasks as required.

#### **10. Force Majeure**

The performance by either Party of its obligations under this MOU shall be excused for a period that is considered/ can be considered reasonable under the circumstances resulting in any failure or delay caused by any force majeure events such as riots, war, fire explosion, state of emergency, natural disasters (for example earthquake, cyclone, hurricane, etc.), embargo or requisition or any other act of God. The Party wishing to be excused (pursuant to this clause) shall notify the other Party in writing without delay on the intervention and on the cessation thereof.

#### **11. Miscellaneous**

- i. This **MOU** contains the entire understanding between the parties in relation to the **Industry & Institute Collaboration for skill development and collaborative programs for students on Next Gen Frontline Technologies**
- ii. This MOU does not impose any financial liability on the parties hereto for signing the MOU. If there is any financial consideration, it will be dealt with separately.
- iii. If during the **operation of the MOU, circumstances may arise which call for alteration/modification to this MOU, such alteration/modification shall be mutually discussed and agreed** upon in writing. Such **changes will be formalized** in writing as an '**Addendum**' to this MOU. Any changes/amendments to this MOU not in conformance to this section shall be deemed to be void-ab-initio.

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as on the day, month and year first hereinabove written

For IT Dept, LDCE

For Cloud Counselage Pvt. Ltd.

*H. Diwanji*

*Harshada*

(Authorized Signatory)

(Authorized Signatory)

Name: (Dr) Prof. Hiteishi M Diwanji

Name: HARSHADA TOPALE

Designation: Associate Professor &  
Head of Department

Designation: DIRECTOR

Place: Ahmedabad

Place:

Date: 03/07/2020

Date: 03/07/2020

**Prof. H. M. Diwanji**

Associate Professor & HOD GES CI-1  
Information Technology Department  
L. D. College of Engineering  
Ahmedabad-380015.

Stamp:



Stamp:

## **SCHEDULE A**

### **CCPC Enrolment Process**

The below process is to be followed by the SPOC for enrolling students in the 'Cloud Counselage Professional Community'

1. The college signs an MoU with Cloud Counselage Pvt. Ltd.
2. For L.D.Engineering College, the CCPC membership is completely free for selected students from IT Dept for the academic year FY2020-2021
3. RM sends student list to the college SPOC periodically for authentication (can be skipped if the college sponsors)
4. Approved students become a part of the 'Cloud Counselage Professional Community (CCPC)'

Note: Enrolling for the programs offered by CCPL are absolutely voluntary. There are no compulsions on the students or college to enroll for the programs.