

**MEMORANDUM OF UNDERSTANDING
FOR
TECHNICAL & MANAGEMENT COURSES
BETWEEN**

MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS

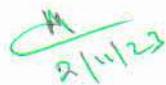
BHOGAPURAM,VIZIANAGARAM

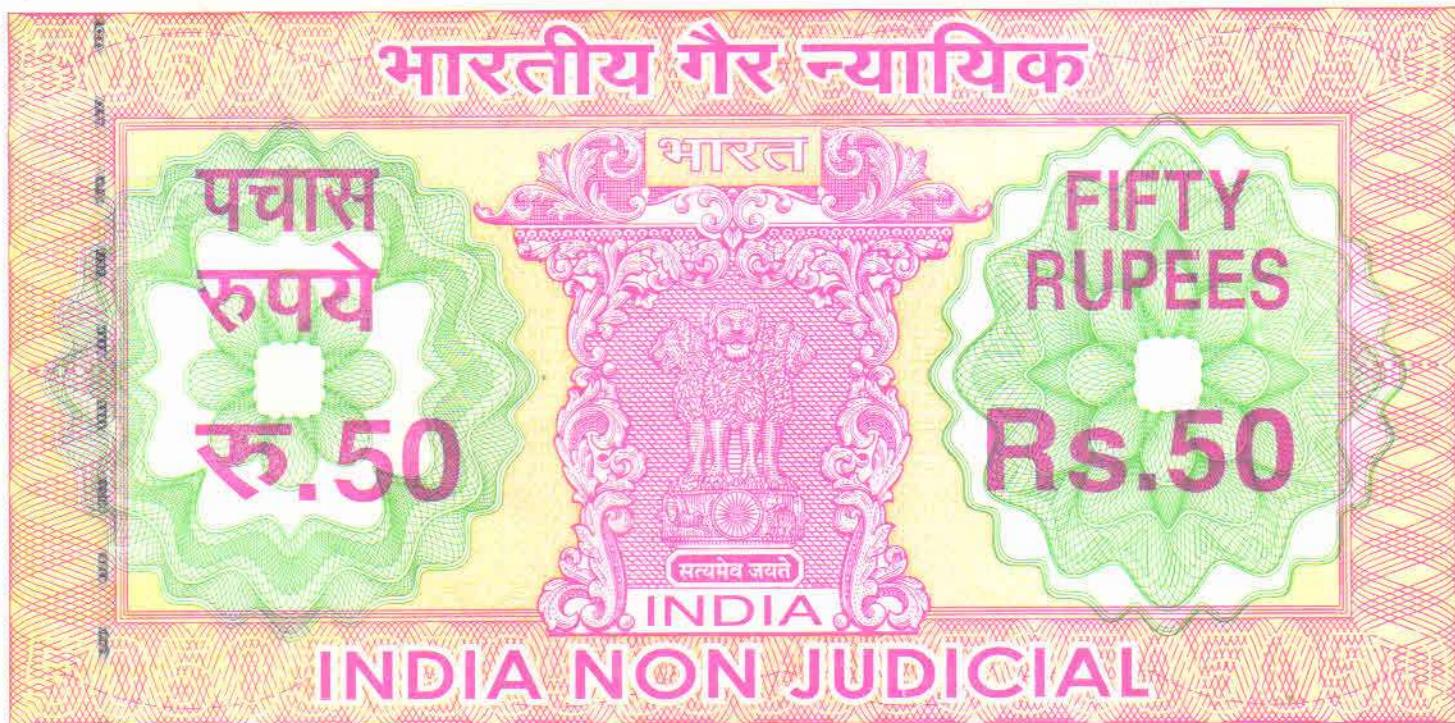
AND

BHARAT SANCHAR NIGAM LIMITED

VISAKHAPATNAM

Date: 02-Nov-2023,Thu


2/11/23



ఆంధ్రప్రదేశ్ ఆధ్యాత్మిక ప్రాంతము ANDHRA PRADESH

Sl. No. 5494, Rs. 50/- Date 25.7.2023.

Sold to Dr. A. Arjun Rao / Subba Rao.

or Whom..... MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS

AR 406958
V. Ramachandra Rao
VAKACHARLA RAMACHANDRA RAO
Licensed Stamp Vendor
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Memorandum of Understanding

This Memorandum of Understanding is entered into and executed on this day of 2nd November, 2023 at Bhogapuram BY AND BETWEEN **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS**, represented by its Director&Principal Bhogapuram, VIZIANAGARAM which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the **ONE PART**

AND

Bharat Sanchar Nigam Ltd., (hereinafter referred to as the "BSNL") a company registered under the Companies Act, 1956, through its Principal General Manager, Visakhapatnam Telecom District having office at 1st Floor, BSNL Bhavan, Dabagardens, Visakhapatnam-530020 (which expression, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include their executors, administrators and assigns), party of the **SECOND PART**.

WHEREAS, **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS** has initiated to provide competency based employability enhancement skills for Technical & Management courses as approved / Recognized by appropriate Government Authority & WHEREAS BSNL Training Center in Visakhapatnam Telecom District is required to perform the role and function of providing hands on skill training to **4 years / B.Tech / M.Tech students in ECE,CSE and all its related areas** and **Management courses MBA**

Director & Principal
Miracle Educational Society
Group of Institutions, Bhogapuram,
Vizianagaram - 535216. A.P.

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ఉప నాయ ప్రాంగణ (ఎ.బి & టి. ఎస్.ఎల్.)
Deputy General Manager (EB&TX)
స.ప. దృ. జి. కా. / O/o GMTD
ఆ.స.ని.లీ. / B.S.N.L.
డాబగర్డెంస / Dabagardens
విశాఖపట్నం / Visakhapatnam

(HR/Finance / Marketing) WHEREAS the First Party has to nominate the number of students for the various programs offered by BSNL-TP and WHEREAS the Second Party has expressed its keen interest and desire to be a key partner in the execution of this program in terms of the objectives of the scheme and policy as highlighted and specified in the said program and particularly in view of the desire and interest of BSNL to join and partner with **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS** in providing competency based skills through its training center in Visakhapatnam.

WHEREAS both parties have held discussions and agreed for collaboration for conducting training Under this MOU and in GENERAL for Technical & Management Courses whereby BSNL will impart the requisite training and award credits for the training conducted on its own, to the registered students. THEREFORE, both the parties hereby agree that the Training Center at Visakhapatnam of BSNL, as approved and recognized by BSNL and **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS** from time to time shall be known as an act / perform the role of "Training Providers" in GENERAL for Technical & Management Courses initiated by **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS** on the following terms and conditions :

1. That BSNL agrees that Training center in Visakhapatnam set up by BSNL and herein after to be referred as "BSNL-TP" shall act and perform the role of Training Provider to provide hands on skill training in specific sector such as Telecommunications and Management courses and all its related areas.
2. That BSNL agrees and undertake that its "BSNL-TP" conduct skill training in specific sector such as Telecommunications and Management courses and all its related areas and shall perform following functions:
 - a. Announce the schedule of skill training modules for calendar year.
 - b. Register students for the modules and upload the same on BSNL website.
 - c. Conduct the skill modular training.
 - d. Conduct examination / evaluate the student, award the grade indicating completion of Training and uploading the same on the BSNL website.
 - e. The BSNL-TP recognized and approved by BSNL may register students as provided by the **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS**
3. The BSNL-TP as specified in the Memorandum of Understanding, may take flexible training timing and schedule in consultation with **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS**.
4. The BSNL-TP shall announce and inform through its website, the schedule of the Skill Modules it plans to offer in the academic year concerned for the information of the

prospective students and it shall accept the students as provided by **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS** 5. The BSNL-TP shall be entitled to the fees as mentioned in the Table 1 below.

6. Minimum 50% of the students must be sent for Internship, Project, Certified courses in Engineering and Management streams during MOU period.

7. The BSNL-TP will conduct appropriate training sessions as per the following pedagogy.

a) These various programs on different topics under this project will focus on practical hands-on training in field / practical supplemented with structured academic content that shall be provided online and may be supplemented with appropriate theory sessions to the students of **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS** in Technical streams.

b) Practical sessions shall be held in flex-mode that shall expose the students to various Telecom equipment in terms of their operations.

c) Academic content shall focus on the various operational procedures / facets of the Telecom equipment / technologies present in the BSNL network related to the practical sessions in an attempt to provide the student with high end equipment handling practical skills *as opposed to rote learning*.

d) Academic Structure of Programs:

1. **BSNL Certified Courses for Engineering Stream:** The complete spectrum of Telecom practical skill learning shall be divided into 7 modules. The duration of the skill-part of the program in BSNL set-ups / training centers shall be incorporated into three academic semesters of conventional engineering education B-Tech / M.Tech (ECE,IT & Computer Science) starting with 5th semester: 35 practical sessions of 2 hours each (70 hrs) : 10 field visit sessions of 2 hours each (20 hrs)

2. INTERNSHIP / Project (4/6 weeks): 16 Theory sessions of two hour each (32 hrs) & 8 Practical sessions of 2 hours each (16 hrs)

3. INTERNSHIP/Project (2 weeks) : 5 Theory sessions of two hour each (10 hrs) & 4 Practical sessions of two hours each (8 hrs)

4. Online Certificate Program (8 weeks) : 8 Practical sessions of four hours each (32Hrs).

This program is offered mainly on Telecom related topics:

Broadband Technology, Digital Switching Systems, Digital Transmission Systems, IP Networking and Cyber Security, Mobile Communications, Optical Fiber Technology & Telecom Support Infrastructure.

5. Seminar: Four Hours session

6. Industrial visit: Field visit for four Hours

1) INTERNSHIP/Project

However, the new courses will be designed in accordance with the demand from **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS** administration and fee also decided in negotiation with both parties accordingly

- e) In brief, the training sessions shall introduce the trainee to various planning and operational aspects, e.g. subscriber creation, route creations, network optimization, network performance monitoring, fault rectification, traffic reporting, network planning and dimensioning, etc. And in management perspective include personality management, marketing planning strategy etc.
- f) The online content / theory sessions provided shall support material (soft copy) for the practical sessions in terms of descriptions and explanations obtained from our equipment manuals. Normally, it shall not address theoretical concepts that students learn as part of communication engineering.
- g) In addition to that an over view on improvement of communication skills, soft skills and preparation of curriculum vita etc., will be imparted as an additional advantage.

h) FORCE MAJEURE:

If at any time, during the continuation of this Memorandum of Understanding, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed, by reasons of war, or hostility, acts of public enemy, civic commotion, sabotage, act of state or direction from statutory authority, explosion, epidemic, quarantine restriction, strikes and lock-outs, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happenings of any such events is given by the effected party to the other within 7 calendar days from the date of occurrence thereof, neither party shall, by reasons of such events be entitled to terminate the Memorandum of Understanding, nor shall other party have any such claims for damages against the other in respect of such non - performance or delay in performance. Provided service under the MOU shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision of BSNL as to whether service may be so resume (at the time frame within which the service may be resume) or not, shall be final and conclusive. However, the Force Majeure events noted above will not in anywhere cause extension in the period of the MOU.

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Director & Principal
Miracle Educational Society
Group of Institutions, Bhogapuram,
Vizianagaram Dist. - 535216. A.P.


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उप महाप्रबन्धक (इ.वी & ई.टी. एक्स) / Deputy General Manager (EB&TX)
म.प्र. दू.जि.का. / O/o GMTD
आ.स.नि.ली. / B.S.N.L.
डाबगर्डेस / Dabagardens
विशाखपटनम / Visakhapatnam

i) Dispute resolution and arbitration:

- a. In case of dispute there shall be an arbitration committee comprising of representative/s nominated by Board of Management, **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS**, Visakhapatnam and representative/s nominated by Head of Visakhapatnam BSNL telecom district, Visakhapatnam. The decision of the arbitration committee shall be binding on both parties.
- b. The Memorandum of Understanding shall be subject to exclusive jurisdiction of courts at Visakhapatnam only.

ii) Arbitration Clause:

Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy, or differences arising out of or relating to this MOU, or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making of such request.

Where parties are unable to settle the disputes through conciliation, the same shall be referred to the authority in BSNL (GMTD Visakhapatnam) for referral of such disputes to a sole arbitrator (chosen from the name(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made there under from time to time.

The venue of the arbitration proceeding shall be Visakhapatnam.

1. Duration of the Program: 8 weeks after graduation and 12 weeks for students who are currently enrolled: The training may be spaced between 5th, 6th, and 7th semesters, covering all seven certificate programs, for the currently enrolled students. (35 practical sessions of 2 hours each + 10 field visits of 2 hours each making a total of 90 hours; the distribution of which may be decided in consultation with the technical campus.

Fee for the courses:

- a. Fee for BSNL Certified course: Fee shall be limited to and not lesser than **Rs.10, 000 + GST** per semester per student totaling to **Rs. 30,000 + GST** per student across the three semesters.
- b. Fee for Internship (2 weeks) course: Fee shall be limited to and not lesser than **Rs.2,500 + GST**.
- c. Fee for Internship (6 weeks) course: Fee shall be limited to and not lesser than **Rs.6,000 + GST**.

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Miracle Educational Society
Group of Institutions, Bhogapuram,
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उप महा प्रबंधक (ई.बी & टी. एब्स)
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डाबगैर्डेन्स / Dabagardens
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- d. Fee for Seminar: Nomination of faculty from BSNL at free of cost (for MOU universities/ colleges only)
- e. Fee for Industrial visit: Offered at free of cost (for MOU universities/ colleges only).
- f. Fee for **MBA (Finance, HRM & Marketing specialization):**

Fee shall be limited to Rs.4000 + GST (for 4/6/8 weeks).In addition to that field training will be given to the Management students by utilizing their services at front end offices (Customer Service Centers), Exhibitions and Road shows being conducted by BSNL as and when required.

PAYMENT TERMS:

- a) For BSNL Certified courses, Internship and Project trainings, fee will be directly paid by the student to BSNL.
- b) For On-Campus training fee will be paid directly by the **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS** to BSNL Visakhapatnam in the form of NEFT to AO (Cash) O/o BSNL Visakhapatnam before ten days, the commencement of the course program on revenue share basis (70:30).
- c) Amount paid / deposited cannot be refunded under any circumstances.

Revenue sharing (On-Campus trainings):

For On-Campus training (Certified courses, Internship training and Project work) revenue will be shared on 70:30 (BSNL: VIGNAN). **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS** will arrange accommodation and other logistics to conduct training classes in the **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS** premises and practical will be conducted in the BSNL premises.

Note: Course fee will be reviewed / enhanced as per the BSNL corporate office guidelines.

2. Relevant Documents

A Comprehensive report (Attendance / Evaluation etc.) of the training shall be furnished by BSNL TP, Visakhapatnam to **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS**.

3. Process Methodology

- a. **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS** may inspect the training programs randomly by authorized persons and binding on BSNL TP , Visakhapatnam to extend all support to **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS**, Visakhapatnam

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उप महा प्रबंधन (इ.वी & टी. एव्स)
Deputy General Manager (EB&TX)
म.प्र. दू.जि.का. / O/o GMTD
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विशाखपटनम / Visakhapatnam

b. BSNL TP, Visakhapatnam will rectify any shortcomings observed during the visit on an immediate basis.

A summary of the all programs that shall be delivered under this Memorandum of Understanding are as per schedule II.

4. The BSNL - TP will evaluate the students for the Training Skills and award grades and such grade sheet are submitted to the **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS**.

5. The BSNL - TP shall maintain a record of the registered students and certificates issued and upload the same on the BSNL web portal.

6. No Confidentiality: There shall not be any confidentiality of any information disclosed to by both parties to each other, either in operationalizing this Memorandum of Understanding or for the purposes of implementing this Memorandum of Understanding. The information sought under Right to Information Act or otherwise by any student, shall be promptly made available.

7. The BSNL agrees and undertakes that the BSNL - TP as recognized and approved by **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS**, shall act as Training Provider in terms of the Memorandum of Understanding signed by them with the **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS** and the Memorandum of Understanding to be signed between the **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS** and the Training Provider shall provide the details regarding the schedule of operation, in order to protect the interest of students and all concerned stakeholders.

8. The BSNL shall participate, operate and execute the scheme strictly in accordance with the scheme in GENERAL for Technical & Management Courses initiated by **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS** and shall not indulge in any violation of the scheme.

9. Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages / losses) arising out of or in connection with this MOU due to breach of any provisions of this MOU by such party or as a result of any act of negligence / omission or commission on part of such party and / or its employees, agents etc.

10. The present Memorandum of Understanding can be terminated by the **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS** / BSNL by giving a notice of one month to BSNL / **MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS** **without** assigning any reason in this regard and the **MIRACLE EDUCATIONAL**

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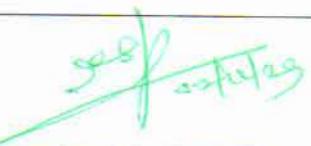
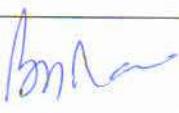
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SOCIETY GROUP OF INSTITUTIONS / BSNL shall have no claim against each and its officials on account of termination of such Memorandum of Understanding. However, the responsibilities and duties of both parties in respect of the common students already registered shall not end with the termination of the Memorandum of Understanding, and these will remain valid in totality until completion of evaluation of the already registered students and reporting of their results by both parties.

11. Effective Date:

This Memorandum of Understanding is effective from the date signed by both the parties will be valid for a period of FIVE years until determined, suspended or terminated earlier.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this mutually binding Memorandum of Understanding as of the date first written above.

For MIRACLE EDUCATIONAL SOCIETY GROUP OF INSTITUTIONS	For BSNL
Signed: 	Signed: 
Name: Dr A Arjuna Rao	Name: M Satya Prasad
Title: Director & Principal	Title: Deputy General Manager
Date: 02 Nov 2023	Date: 02 Nov 2023
1) Witnessed by	1) Witnessed by
Signature: 	Signature: 
Name: Dr. T. Ravi Babu	Name: B. S. Srinivasa Rao

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B.Tech M.Tech MBA MCA

Dr. A. ARJUNA RAO
M.Tech.(FFT), M.Tech.(CSE), Ph.D (IIT-KGP)
Director & Principal

MIRACLE EDUCATIONAL SOCIETY
GROUP OF INSTITUTIONS
(Approved by AICTE, New Delhi & Affiliated to JNTUK, Kakinada)
Miracle City, Bhogapuram, Vizianagaram - 53216, AP

College Code **MRCL**



BHARAT SANCHAR NIGAM LIMITED

Dr. M. SATYA PRASAD
DEPUTY GENERAL MANAGER

ENTERPRISE BUSINESS; TRANSMISSION & TRAININGS

O/o GMTD III FLOOR
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