

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN**

**NAME OF INSTITUTION:-**

**K.R.T.Arts,B.H.Commerce and A.M.Science (KTHM)  
College, Nashik, Maharashtra, India.**

**&**

**Cisco Networking Academy**

America Headquarters

Cisco Systems, Inc.

San Jose, CA

**FOR**

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,  
PLACEMENT, INDUSTRIAL VISITS, R&D SERVICES AND RELATED SERVICES  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on This the  
2019, by and

**Between**

**K.R.T.ARTS,B.H.COMMERCE AND A.M.SCIENCE COLLEGE,NASHIK** represented  
Herein by its **Name of Competent Authority/Representative** (hereinafter referred as  
'**First Party**'), the institution which expression, unless excluded by or repugnant to the  
Subject or context shall include its successors - in-office, administrators and assigns).

**AND**

**Cisco Networking Academy**

Represented herein by its Zonal/Divisional Head, **Name of Competent Authority/Representative**,  
(hereinafter referred to as "**Second Party**"), company which expression, unless excluded by or  
repugnant to the subject or context shall include its successors- in-office, administrators and  
assigns). (First Party and Second Party are hereinafter jointly referred to as 'Parties' and  
individually as 'Party')



## Cisco Academy Membership Agreement

Welcome to the Cisco Networking Academy. This agreement governs your Academy's participation in the Cisco Networking Academy.

The Networking Academy Membership Guide for Cisco Academies ("NAMGCA") describes the benefits, roles and responsibilities of Cisco Systems, Inc. or its subsidiary responsible for distribution in the country in which you are located ("Cisco") and your Academy. The NAMGCA forms part of this agreement, and will be made available to your Academy by Cisco. Your Academy should review the NAMGCA carefully before agreeing to participate in the Cisco Networking Academy. By accepting this agreement your Academy agrees to comply with the NAMGCA. As the Cisco Networking Academy evolves, changes to the NAMGCA may be appropriate. Cisco will exercise reasonable effort to provide advance notice to your Academy of any major changes to the NAMGCA.

Cisco provides all resources, course materials, services, websites or other deliverables "as is", without warranty of any kind (as far as Cisco is permitted to do so by law). Further details are set out in the NAMGCA.

The following provisions (a)-(c) govern your treatment of personal information of Academy and Cisco Networking Academy participants (i.e. employees, students, instructors, administrators, or any other of your Cisco Networking Academy participants) ("Cisco Networking Academy Participants") provided to or otherwise obtained by Cisco from your Academy in connection with the Cisco Networking Academy:

- (a) By entering into this agreement, your Academy will ensure that Cisco Networking Academy Participants have given their unambiguous consent, to the processing of their personal information by Cisco: (i) from within and outside of the European Economic Area and those countries deemed to have adequate data protection laws in connection with processing the personal information; and (ii) in accordance with Cisco Networking Academy Privacy Policy, as amended from time to time and located [here](#).
- (b) Your Academy agrees to comply with: (i) applicable data protection laws and regulations, including your Academy's obligations as a data controller under those laws and regulations; and (ii) Cisco's Networking Academy Privacy Policy located [here](#).
- (c) To the maximum extent permitted by law, your Academy shall defend, indemnify and hold harmless Cisco and its officers, directors, employees, shareholders, customers, agents, successors and assigns from and against any and all loss, damages, liabilities, settlement, costs or expense (including legal expenses and the expenses of other professionals) as incurred, resulting from or arising out of your Academy's breach of applicable laws relating to the treatment of personal information including any claim for the unauthorized solicitation, collection, storage, forwarding, or use of personal information. As a condition to such defense and indemnification, Cisco will provide your Academy with prompt written notice of the claim and permit your Academy to control the defense, settlement, adjustment or compromise of any such claim. Cisco may employ counsel at its own expense to assist it with respect to any such claim; provided, however, that if such counsel is necessary because of a conflict of interest of either your Academy or your Academy's counsel or because your Academy does not assume control, your Academy will bear the expense of such counsel. Cisco shall have no authority to settle any claim on behalf of your Academy.

Your term of membership in the Cisco Networking Academy is three years (36 months), commencing on the date when Cisco executes this agreement. The term shall be automatically renewed for additional twelve (12) month terms unless (i) sixty (60) days prior to the end of the then-current term one party gives written notice to the other party of its election not to renew this agreement. Notwithstanding the foregoing, either Cisco or your Academy may terminate this agreement without any liability to the other party for any reason or for no reason by providing at least thirty (30) days' written notice to the other. Either party may refuse to extend or renew the three year-term for any reason or no reason.

By clicking "Accept", you represent that you are authorized to enter into this agreement (including the NAMGCA) on behalf of your Academy.

On behalf of the Cisco Networking Academy global community, Welcome! By signing this agreement your Academy is taking an important step in bringing new opportunities and knowledge to your students, the future architects of the networked economy!