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BM 802640

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MoU) is entered into at Thiruvananthapuram on this ..24.....day ofM.A.Y... 2017 betweenNIRMALA.....COLLEGE,.....MUVATTUPUZHA... College, having its registered office atER.NAKUL.A.m..... District of Kerala represented by its Principal/Manager hereinafter referred to as "Facilitation Support Partner" (which expression unless shall repugnant to the context be deemed to include its successors in office, administrators and assigns) of the First Part, State Resource Center, Kerala having its registered office at Nandavanam, Vikasbhavan P.O Thiruvananthapuram, Kerala and represented by its Director, hereinafter referred to as "Academic Training Partner" (which expression unless shall repugnant to the context be deemed to include its successors in office, administrators and assigns) of the Second Part and IIB Education having its Registered office at Thrissur, Kerala represented by its Managing Director hereinafter referred to as "NSDC Training Partner" (which expression unless shall repugnant to the context be deemed to include its successors in office, administrators and assigns) of the Third Part.

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 N. B. ...
 Director
 State Resource Centre, Kerala
 No. 1747 ...



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 NIRMALA COLLEGE
 MUVATTUPUZHA



20 APR 2017
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 MALAPPUZHA

The Director, State Resource
 Centre Kerala, Thiruvananthapuram

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BM 802650

WHEREAS Facilitation Support Partner is aA.I.D.E.D..... College registered/affiliated under.....M.G.....UNIVERSITY..... in the ..E.R.N.A.KULAM... District of Kerala.

AND WHEREAS Academic Training Partner is an autonomous organisation under Ministry of Human Resource Development, Govt. of India and administrated by the General Education Department, Govt. of Kerala with a view to provide all types of technical and academic resource support to the agencies implementing Literacy and Continuing Education program at the grass root level.

AND WHEREAS the NSDC Training Partner is a Nodal Training Partner of NSDC (National Skill Development Corporation) under the Ministry of Skill Development & Entrepreneurship, Govt. of India, for imparting Skill Development Training under PMKVY [PradhanMantriKoushalVikasYojna] in various constituencies across India and ASAP (Additional Skill Acquisition Programme) Training Partner accredited by Higher Education and General Education departments, Govt. of Kerala.

Dr. D. S. ...
Director
State Resource Centre
KERALA



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NO 1748
The Director State Resource Centre Kerala - Thiruvananthapuram. 2-5-2017

AND WHEREAS Facilitation Support Partner in association with Academic Training Partner and NSDC Training Partner as part of their constant endeavor to strengthen technical and job-oriented education in the State of Kerala, has decided to impart Skill Development Training Programs of SRC/NSDC and the Skill Development Training Programs in-line to the NSDC Qualification Packs as per the National Occupational Standards in various Skill sectors identified by National Skill Development Corporation under SRC NSDT Programme.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending, to be legally bound, agree as follows:

Responsibilities of College (Facilitation Support Partner)

1. The Facilitation Support Partner shall admit students, as per the schedule agreed upon by all the parties and handover full information about the students admitted to both Academic Training Partner and NSDC Training Partner.
2. The Course Fee Sharing Pattern for Facilitation Support Partner shall be as follows
 - a. If the Facilitation Support Partner provides the required Class Room Facility and LAB Facility for conducting the SRC NSDT Program, college will get 30% of the course fee collected from students.
 - b. If the Facilitation Support Partner provides only Class Room facility and Academic Partner provides the LAB Facility for conducting the SRC NSDT Program, college will get 20% of the course fee collected from students.
 - c. If the Facilitation Support Partner is not able to provide either Class Room facility or LAB Facility, college will get 10% of the course fee collected from students.
3. Facilitation Support Partner shall make necessary arrangements for providing infrastructure facilities as per the agreed revenue sharing ratio and collection of fee from the students.
4. Facilitation Support Partner shall carry out the arrangements regarding the administrative matters in correspondence with Academic Partner/NSDC Training Partner for a smooth conduct of courses.
5. Facilitation Support Partner shall make necessary arrangements to collect fees from the students.
6. It is the responsibility of Facilitation Support Partner to release the due share of the training fee collected from students on or before 10th of every month based on the fee received as on 30th of the previous month to the Academic Training Partner and NSDC Training Partner.



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Dr. N. L. SURESHKUMAR
Director
State Resource Centre, Kerala



Responsibilities of Academic Training Partner and NSDC Training Partner

1. Academic Training Partner will arrange to evaluate the feedback and the reports regarding the course, from the students and Colleges and suggest corrective measures to NSDC Training Partner wherever necessary.
2. Academic Training Partner will arrange to allot a Unique Register Number to all the students admitted to the course.
Academic Training Partner will arrange to develop and maintain a Student's Performance Evaluation System for ensuring proper monitoring of quality of the programme with the required data received from NSDC Training Partner.
3. Academic Training Partner will arrange to prepare, update and upload a question bank for the guidance of the students for getting prepared for the examination.
4. Academic Training Partner will arrange a system to monitor the conduct of examinations in the College at regular time period, which include the following:

Conducting Examinations - online

Publishing the results online

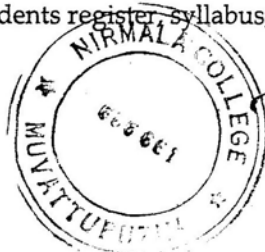
Sending results to various College authorities

Issue of certificates to the successful students

(through the Colleges within 30 days of publishing the results of the examination).

Academic Training Partner will arrange a Web Portal for the smooth conduct of SRC NSDT Campus Programmes with provisions for information regarding the Training Programme, On-line Monitoring, Examination, Placement Assistance, Students Grievance Redressal etc.

5. The Academic Training Partner shall arrange a job portal for the placement assistance to the successful candidates. However, this shall not be an assurance with regard to job placement on the part of Academic Partner/Facilitation Support Partner/NSDC Training Partner.
6. It is the responsibility of Academic Partner to issue the required course materials to students at a nominal additional cost if necessary.
7. The NSDC Training Partner shall provide faculty support for the conduct of courses and the necessary training gadgets required for specialized courses as per the schedule and curriculum.
8. NSDC Training Partner shall provide application form, student's identity card, students register, syllabus, course details to the College.



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9. NSDC Training Partner shall carry out the arrangements with regard to the commencement of courses such as promotional endeavor and advertisements through Medias.
10. NSDC Training Partner will make arrangements to provide Call Centre Facility to answer all the queries regarding this course.
11. NSDC Training Partner will make arrangements to develop & maintain an online monitoring system for uploading and updating the details of students like monthly attendance, marks, fee status, fee defaulters list, etc. which can be viewed by all the authorities of both College and Academic Training Partner.
12. NSDC Training Partner will make arrangements for conducting examination at the respective institute which includes
 - ✓ On-line registration facility of students for examination
 - ✓ Collection of fee for regular/supplementary exam as per the guidelines of Academic Partner
 - ✓ Printing and distributing hall-tickets to the students
 - ✓ Conducting the examination.
13. NSDC Training Partner shall take necessary steps to evolve a uniform pattern in the course curriculum, course fees and syllabus being followed in institutes all over Kerala. The entire course schedule shall be in accordance with the academic calendar being prepared for this program.
14. The NSDC Training Partner shall provide necessary support such as counseling, orientation classes to the students regarding NSDC examination, NSDC assessment methods and NSDC Certifications.
15. The NSDC Training Partner shall make arrangement for the integration of SRC NSDT Program to National Occupational Standards by mapping the program into Qualification Packs of NSDC in the relevant sector if applicable.
16. The NSDC Training Partner shall make arrangements for students registration for the respective applicable NSDC Qualification Packs related with concerned Training Program, which includes printing of application forms, NSDC SDMS (Skill Development Management System) portal registration and its updation etc.
17. The NSDC Training Partner shall coordinate NSDC assessment and NSDC certification in respective NSDC Qualification Pack to the students who successfully completes the entire training program.



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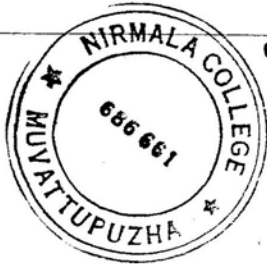
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Director
State Resource Centre, Kerala



18. The course fee sharing pattern for Academic Training Partner and NSDC Training Partner shall be as follows.
- i. The remaining fee amount after deducting college share should be remitted to accounts of both Academic Training Partner and NSDC Training Partner in the ratio of 10: 90 respectively through DD or Electronic Transfer by the Facilitation Support Partner.

General Terms

1. The regular stream students of the said college are entitled to get 10% reduction on the total course fee of this program.
2. Reservation of seats
 - A. 10% of total seats of each course will be earmarked to the students of SC and ST communities, 5% to SEBC and OEC communities and 5% seats to BPL category.
 - B. If candidate is not available in a particular reservation category, admission can be made from other categories.
 - C. The reservation category students need to pay only 50% of the tuition fee, if their fee is not allotted from the respective Development departments.
3. The revenue sharing ratio for Govt. projects shall be depended on mutually agreed terms and conditions among Facilitation Support Partner, Academic Training Partner & NSDC Training Partner.
4. The selection of courses shall be in accordance with the availability of infrastructure and the mutual consent of Facilitation Support Partner, Academic Partner and NSDC Training Partner.
5. The date of commencement and closing of admission and date of commencement of classes shall be decided by the NSDC Training Partner in consultation with the Facilitation Support Partner and Academic Training Partner.
6. The date of commencement and closing of admission and date of commencement of classes shall be decided by Facilitation Support Partner in consultation with the Academic Training Partner and NSDC Training Partner.
7. The minimum number of candidates required for conducting each course shall be 25 (Twenty Five only).
8. Candidates need to adhere themselves to the rules and regulations from time to time stipulated by each certifying authorities in order to obtain the certification.



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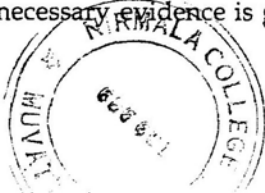


9. The students who are interested to attend NSDC examination have to draw DD for the amount prescribed by NSDC as assessment fee, in favor of NSDC/concerned NSDC Sector Skill Council and submit to College.
10. The Academic Partner/Facilitation Support Partner/NSDC Training Partner shall not charge any additional fee other than the Skill Development Training fee, Course material fee and NSDC Assessment fee from students.
11. **SERVICE TAX:** If in any case the programme falls in the ambit of service tax, the tax amount shall be collected from the students over and above the course fee as per the directions from Central Excise and the respective amount of Service Tax should be paid by each and every stake holder according to their proportionate share of revenue.
12. Any change in the terms and conditions of MoU should be effected only through mutual understanding of all the parties. Such understanding shall always be in writing, signed by all parties.
13. Subject to earlier termination as hereinafter provided the term of the Memorandum of Understanding here under (the "TERM") shall, commence on the date hereof, and shall stand terminated after 36 months from the date of commencement of this MOU.
14. **VALIDITY OF THE MOU:** The validity of MOU shall be initially for a period of 02 (Two) years from the date of signing which may be extended for such periods and terms and conditions as mutually agreed upon by all the parties.
15. **SETTLEMENT OF DISPUTES**

In case of any dispute/difference of opinions in respect of any of the above clauses including its interpretation thereof, the matter will be submitted for a decision of a committee comprising of the Director of Academic Training Partner, Principal/Manager of Facilitation Support Partner and Managing Director of NSDC Training Partner. The decision of the committee on any or all of the matters thereof shall be final and binding on all the parties. But if the dispute is not settled within 30 days, the dispute shall be referred for arbitration as per Arbitration & Conciliation Act 1996. The court at Thiruvananthapuram alone shall have jurisdiction over the subject matter of this MoU

16. **FORCE MAJEURE**

If any party shall be considered defaulting in performance of their obligations under the terms listed in this agreement, if such performance is prevented or delayed for any cause beyond the responsible control of the party affected such as war, natural calamities, hostilities, riots, fire, explosion, flood, earth quake or because of any law or other proclamations, regulations or ordinance of any Government or sub division thereof or any other cause beyond the control of the concerned training partner which could not have been foreseen or avoided by the exercise of due diligence, provided, notices of any such cause with necessary evidence is given within a 14 day period of its occurrence or if this



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not possible within a reasonable period without delay. As soon as the cause of force majeure has been rewarded, the party whose liability to perform its obligation has been affected shall notify the other party, the actual delay that might have occurred by such affected activity.

17. All the Parties shall identify and communicate in writing to each other, their authorized representative for operational co-ordination. Any communications shall be considered good and valid when communicated and accepted by the authorized representatives.

This Memorandum of Understanding constitutes the entire agreement among the training partners with respect to the subject matter hereof and supersedes all previous proposals, both oral and written negotiations, representations, commitments, writing and all other communications among the training partners if not released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representatives of each of the training partners.

IN WITNESS WHEREOF the Parties hereto have executed this MOU as of the date set forth above.

For Facilitation Support Partner


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NIRMALA COLLEGE
MUVATTUPUZHA

For Academic Training Partner



For NSDC Training Partner



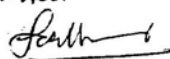
Authorized Signatory

Authorized Signatory


Authorized Signatory


Dr. N. B. SURESHKUMAR
Director
State Resource Centre, Kerala

Witnessed by:

1. Jose Kankunnel



1. Jayaraj Jayasree


1. Amal Moideen M.


2. Bobby Mathen


2. 
Hanish Kumar

2. JOEMON JOHNSON
