

കേരളം केरल KERALA

32AA 442587

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "MoU") is made and executed at Thiruvananthapuram on this the 30th day of August 2024,

BETWEEN

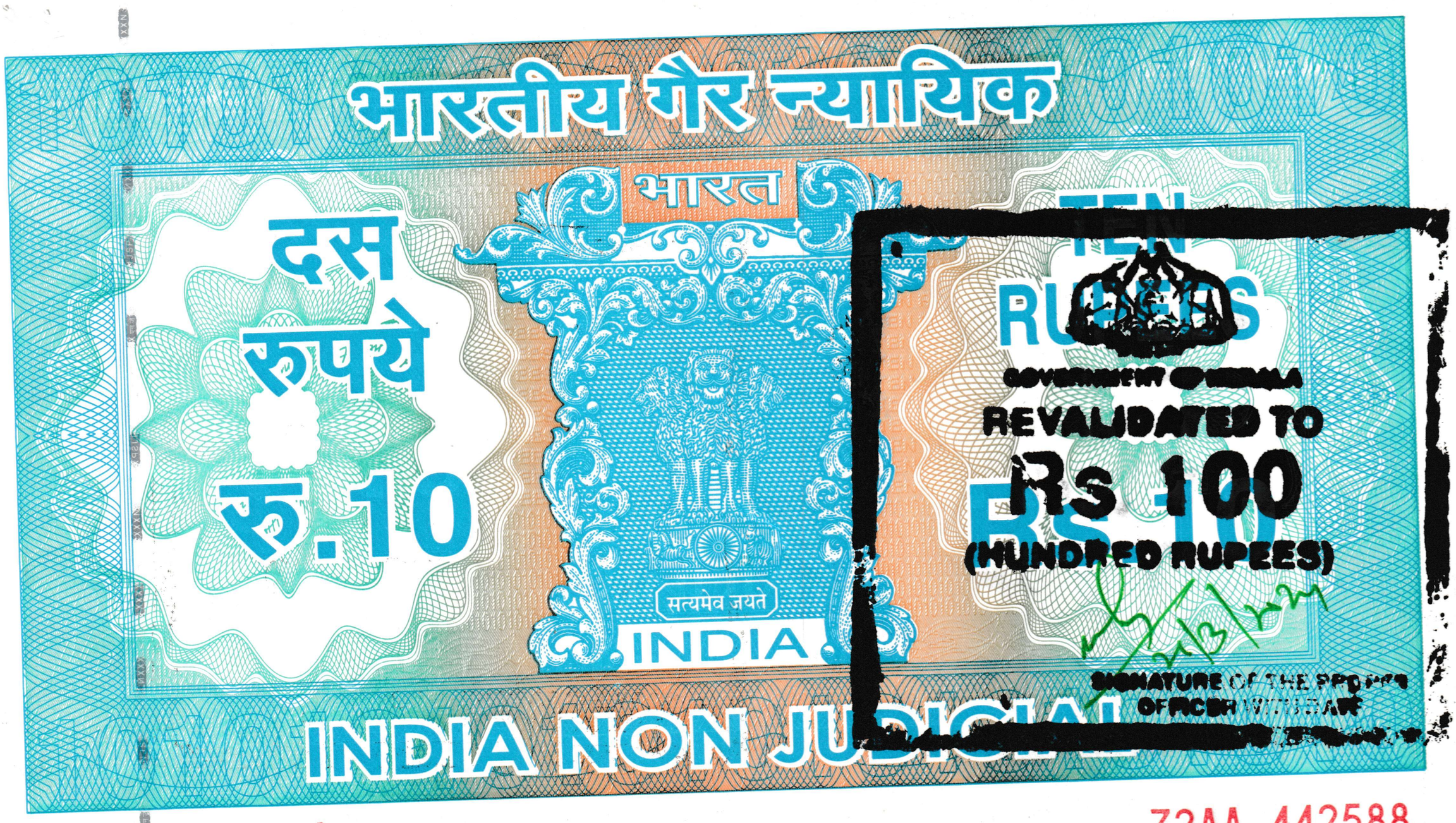
Additional Skill Acquisition Programme Kerala, a State Public Sector Undertaking fully owned by Government of Kerala under Higher Education Department and incorporated under Section 8 of The Companies Act, 2013, having its office at KINFRA Film & Video Park, Chanthavila, Kazhakkoottam, Trivandrum, Kerala represented by **Smt. Preethy Leonold, Head Procurement,** (hereinafter referred to as "**ASAP Kerala**"), which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns of FIRST PARTY.

AND

നമ്പ് 1487 വില 100 രൂ
പേര് O. അബ്ദുൽ ജലീൽ, പ്രിൻസിപ്പാൾ, നക്ഷത്ര കോളേജ് ഓഫ് സയൻസ് & ടെക്നോളജി
വില്ലേജ് കരുവാരകുണ്ട്
തിയ്യതി 25.4.2024
Addl: സ്റ്റാമ്പ് വെണ്ടർ
SRO മേലാറ്റൂർ
M വേലായുധൻ

Dr Abdul Jaleel

SKILL ACQUISITION PROGRAMME KERALA
KINFRA FILM AND VIDEO PARK
KAZHAKKOOTTAM
THIRUVANANTHAPURAM
NAKSHATRA COLLEGE OF SCIENCE & TECHNOLOGY
KARUVARAKUNDU
SUB TREASURY
15 APR 2024
ERINTHALMANNA



കേരളം केरल KERALA

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Najath College of Science & Technology, Karuvarakundu having its office situated at Karuvarakundu, Malappuram, represented by **Dr Abdul Jaleel Odengaden, Principal** (hereinafter referred to as "Institution"), which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns of the SECOND PARTY;

WHEREAS:

a. ASAP Kerala has the mandate of improving the employability of students and public and has established different interventions to provide industry-relevant, higher-order skills to different target groups through online and offline modes whose effectiveness is recognised in CII-India Skills Report 2022 and 2024.

b. Najath College of Science & Technology Karuvarakundu, Affiliated to University of Calicut, approved by Govt. of Kerala, established in 2004.

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ADDITIONAL

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വില്ലേജ് കരുവാരകുണ്ട് ഓഫ് സയൻസ് & ടെക്നോളജി
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Dr Abdul Jaleel

SUB TREASURY
15 APR 2024
NTHALMANNA
NAJATH COLLEGE OF SCIENCE & TECHNOLOGY
KARUVARAKUNDU

The Parties mutually agree to enter into this MOU to record the terms and understanding between the Parties and the manner in which the Parties wish to combine their efforts and collaborate with each other on providing services in skill training to the youth of the State.

NOW, THEREFORE, the Parties hereby record the terms of their understanding as follows:

1. AREAS OF COOPERATION

Both Parties shall mutually engage to,

1.1 Establish ASAP Skill Development Centres (ASDC) in the Institution.

1.2 Provide skill training services to the trainees including students in the Institution and the general public in ASAP courses.

1.3 Jointly develop/customize courses by making use of the facilities in the Institution and offer them to the benefit of students in the institution and general public.

1.4 Work out modalities for smooth conduct of courses, assessments, internships, and placement assistance.

1.5 Provide certification to the trainees who successfully complete the training programmes.

2. GENERAL TERMS

2.1 ASDC shall be functioning under the Institution control. Principal shall be the Chairman of the ASDC. Principal shall appoint a senior faculty member or any other suitable person as the coordinator of the ASDC.

2.2 The Executive Committee for ASDC shall include the following members:

i. Principal of the Institution : Chairman

ii. Senior faculty member or other suitable persons : ASDC Coordinator (To be assigned by the Principal)

iii. Head of Department (s) : Member(s)

iv. ASAP Representative

2.3 ASDC shall function in a revenue sharing model where the detailed financial terms will be incorporated as Definite Agreements for specific requirements.

2.4 Parties shall put in efforts to organise and successfully implement events / activities / programmes of mutual interest including boot camps and workshops at the Institution.

3. ROLES AND RESPONSIBILITIES

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Najath College of Science & Technology
Karuvarakundu P.O. Tharish - 676 523

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3.1 ASAP Kerala

3.1.1 Shall extend the ASAP courses to the institution, which can be offered in Online, Offline, Hybrid mode to which the institution can mobilise from the institution students and general public.

3.1.2 Shall support the Institution / ASDC in providing technology support for scaling its courses to other institutions and in the mobilization of trainees.

3.1.3 Shall support the Institution in establishing ASAP Approved Learning Centres (ASAP ALCs) in the institutions, through which the ASAP iLike courses (Server based online courses) shall be delivered to their students as well as to the general public.

3.1.4 Shall conduct assessments and provide certification / joint certification to the trainees who successfully complete training programmes in the ASDC.

3.1.5 Shall support the Institution in providing internships and placement assistance to the trainees, and in Faculty Development Programmes with industry support to the benefit of faculty of the Institution.

3.1.6 Shall provide logins to the Institution portal through which the ASDC Profile, candidate enrollment, fee collection and the transfer of the revenue share can be completed.

3.2 Institution

3.2.1 Shall undertake mobilization and admission of candidates with the necessary support from ASAP Kerala.

3.2.2 Shall provide necessary office space and staff for the smooth functioning of the ASDC.

3.2.3 Shall offer ASAP courses (Online, Offline and Server based Online) to the benefit of the students in the Institution and to the general public.

3.2.4 Shall jointly develop/customize courses with the support of ASAP by making use of the facilities in the Institution based on requirements.

3.2.5 Shall make and display a board having the name of the Institution and ASAP Kerala with the respective emblems at a proper place visible to the general public. ASAP shall provide an amount limited to the actuals or Rs. 5000/- (whichever is less) towards installation of the board.

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4. DEFINITE AGREEMENT/ADDENDUM

The Parties shall enter into Definite Agreements/Addendums coterminous with this MOU, specific to each requirement wherever necessary, as per mutually agreed terms.

5. TERM

5.1 This MOU shall be effective from the date of signing and is valid for a period of three years from the date of signing.

5.2 This MOU shall be reviewed two months before the end of the Term or at a time mutually agreed by the Parties for possible renewal.

5.3 The Parties may terminate this MOU by giving written notice of 30 (thirty) days to the other Party.

6. COMPLIANCE WITH LAWS

The Parties shall at all times and at its own expense:

6.1 Strictly comply with all Applicable Laws, now or hereafter in effect, relating to its performance of this MOU;

6.2 Pay all fees and other charges required by such Applicable Laws; and

6.3 Maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications from any Authority to the extent necessary to perform its obligations.

7. OTHER COVENANTS

7.1 Representation:

Each Party represents and warrants to the other Party that:

7.1.1 It has full power and authority to execute, deliver and perform this Collaboration.

7.1.2 It possesses the necessary experience, expertise and ability to undertake and fulfil its obligations under all phases involved in the performance of its obligations under the MOU.

7.1.3 It has taken all necessary action to authorize the execution, delivery and

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performance of this Collaboration; and

7.1.4 Neither Party shall represent the other Party in any manner. This MOU does not give authority to either Party to represent or exercise opinion or decision, on behalf of the other Party.

7.2 Non-recourse: The Parties are entering into this MOU in good faith and intention. Neither Party will be responsible for any liabilities arising out of death, injury or any legal action in respect of field staff, trainees or any other persons associated with the operationalization of this MOU. Both Parties agree and confirm that either Party shall not be liable for any losses, claims, liabilities, damages or costs of any nature whatsoever including any loss in relation to failure of the other Party to meet the objective envisaged in this MOU. For the purpose of this clause, the term 'Party' shall include its employees, trainers, directors, representatives, and agents, associated companies and their employees, trainers, directors, representatives and agents. The Parties agree and confirm that notwithstanding anything contained in this MOU, no provision of this MOU (except Clauses 6 and 7) is intended to legally bind either of the Parties. Separate definitive agreement(s) shall be entered into by the Parties in case it is intended to create any legal rights and obligations. Either parties shall not be liable to bear any cost/financial obligation (directly or indirectly) under this MOU or matters arising out of same.

7.3 Both Parties shall not do or cause to be done any act whereby or by reason whereof the reputation and goodwill of either Party is adversely affected in any manner whatsoever.

7.4 Relationship: It is agreed between the Parties that nothing in this MOU shall be deemed to create a partnership, joint venture, or agency relationship between the Parties. No relationship of employer and employee is created between Institution and ASAP Kerala and / or any person engaged by ASAP Kerala and/or Institution.

7.5 Nothing in this MOU shall be interpreted to mean any restriction on the Parties to have similar arrangement with any third-party organisation.

7.6 Use of name/ branding and logos: Notwithstanding anything contained in this MOU, any other document or communication, the use of the name and/or branding and/or logo and/or official emblem etc. of each Party or any scheme implemented by it in any publication, document, paper, website or any other platform or mode is allowed only, after seeking explicit prior permission in writing from the respective Party.

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7.7 Waiver: Failure by parties to enforce at any time or any period any one or more of the terms or conditions of this MOU shall not be a waiver of them or of the right at any time subsequently to enforce any and / or all terms and conditions of this MOU.

7.8 Confidentiality: Subject to the exceptions provided in this clause hereinafter, Parties agree that they will keep all information pursuant to this MOU confidential and shall not disclose to any third Person any Confidential Information with respect to the MOU and programme hereunder.

7.9 Exceptions: Party may disclose Confidential Information:

7.9.1 to the extent to which it is required to be disclosed pursuant to Applicable Law;

7.9.2 to the extent to which it is specifically permitted by the other Party in writing;

7.9.3 to the extent that the Confidential Information is publicly available (other than as the result of a breach by such Party of its confidentiality obligation; and

7.9.4 to its employees and professional advisors, but only to the extent necessary and subject to such employees and professional advisors accepting an equivalent confidentiality obligation to that set out in this Clause Confidentiality.

7.10 Amendments: This MOU may only be varied by mutual agreement of the Parties in writing.

7.11 Disputes: This MOU doesn't create any legal or financial obligations on parties. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third Party.

7.12 Governing law and Jurisdiction: This MOU and any matter relating to this MOU shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Thiruvananthapuram, Kerala.

7.13 Counterparts: This MOU may be executed in counterparts, each of which shall be deemed to be the original and all counterparts shall collectively constitute a single instrument.

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IN WITNESS WHEREOF, the Parties have caused their duly authorised representatives to sign this MOU on the date first above written.

For **Additional Skill Acquisition Programme Kerala**

Smt. Preethy Leonold

Head Procurement

Date: 30.08.'24

Witness:

Name and Signature: Karthika Bhasker

Programme Manager

For **Najath College of Science & Technology, Karuvarakundu**

Dr Abdul Jaleel Odengaden

Principal

24/8/24

Dr. ABDUL JALEEL ODENGADAN
Principal
Najath College of Science & Technology
Karuvarakundu P.O. Tharish - 676 523

Date: 30.08.'24

Witness:

Name and Signature: Muhammed Kunhu. M