



കേരളം KERALA

DR 383010

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made and executed at Thiruvananthapuram on this the 20<sup>th</sup> day of October 2023

### BETWEEN

Additional Skill Acquisition Programme Kerala, a State Government Company incorporated under provisions of Companies Act, 2013 under Higher Education Department, Government of Kerala represented by Head Procurement, having its office at KINFRA Film & Video Park, Sainik School PO, Chanthavila, Kazhakkootam, Trivandrum - 695585 (hereinafter called as "ASAP Kerala") which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns of the FIRST PARTY.

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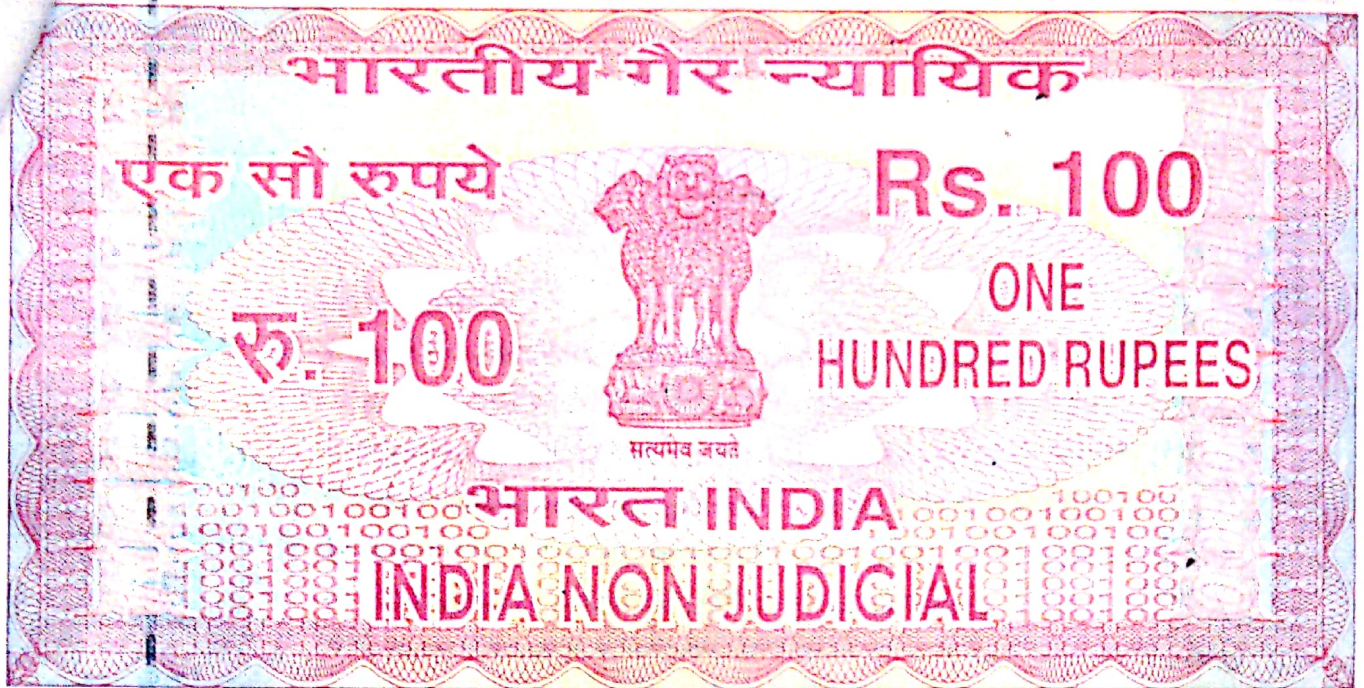
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**PRINCIPAL**  
Markaz Arts and Science College  
Athavanad, P.O. Karthala-679571

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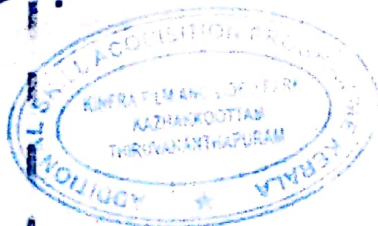
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AND

Markaz Arts and Science College, Athavanad represented by second party, having its registered office at Athavanad, Valanchery, Malappuram (hereinafter called as "Institution") which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns of the SECOND PARTY.

ASAP Kerala and Institution are hereinafter referred to singly as "Party" and jointly as "Parties".

*Handwritten signature*



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**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.
- b. Both Parties have mutually agreed 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 in imparting employable skills to the students of the Institution.

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

**1. SCOPE OF AGREEMENT**

- 1.1 The Parties agrees to conduct industry relevant training programmes, wherein the First Party will facilitate the entire training process and the Second Party will support the First Party in smooth conduct of the training.
- 1.2 The Parties agrees to conduct training programmes in accordance with the design of the training modules prescribed by First Party.
- 1.3 Provide certification for various skill training programmes.



  
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## 2. ROLES AND RESPONSIBILITIES OF FIRST PARTY

In addition to and not in derogation or substitution to any of the undertakings, terms and conditions or covenants set out elsewhere in this MOU, the First Party shall at its own cost and expense observe, undertake and comply the following terms:

- 2.1 Shall assign a SPOC for facilitation of programmes.
- 2.2 Shall assign effective trainers to train the students.
- 2.3 Shall take necessary measures to conduct assessment and certification of the eligible students.

## 3. ROLES AND RESPONSIBILITIES OF SECOND PARTY

In addition to and not in derogation or substitution to any of the undertakings, terms and conditions or covenants set out elsewhere in this MOU, the Second Party shall at its own cost and expense observe, undertake and comply the following terms:

- 3.1 shall provide all support to the First Party for the smooth conduct of the programmes.
- 3.2 Shall facilitate the First Party in student selection and related activities.
- 3.3 Shall provide sufficient infrastructure facilities as being specified by the First Party from time to time for the conduct of the training which includes spacious classroom/s with sufficient seating capacity.
- 3.4 Shall arrange equipment like computer/ laptop with internet connectivity, whiteboard, marker pen, duster, projector, projector screen and speaker facilities to enable activity based and IT enabled curriculum transaction of the training programmes as and when required.
- 3.5 Shall arrange for the purchase and supply of training aids like chart papers, worksheets, and other stationery items for the training as per the e-mail/written request of the Trainers assigned by the First Party.
- 3.6 Shall constitute a committee consisting of the Manager/ PTA President/Principal, Faculty Co-ordinator, Programme Manager for the administration, coordination and monitoring of ASAP Kerala activities.



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#### 4. DEFINITE AGREEMENT

The Parties shall enter into a Definite Agreement coterminous with this MOU specific to each requirement as per mutually agreed terms for all associations having contract value above Rs.1 Lakh and wherever Definite Agreements are necessary as decided by the Parties. The Parties agree that all discussions between the Parties regarding a potential business arrangement are nonbinding unless and until the Parties enter into a written, Definitive Agreement signed by their duly authorized representative.

#### 5. TERM

- 5.1 This MOU shall be effective from the date of signing and is valid for a period of one year from the date of signing.
- 5.2 This MOU shall be reviewed one month 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:

- a. Strictly comply with all Applicable Laws, now or hereafter in effect, relating to its performance of this MOU;
- b. Pay all fees and other charges required by such Applicable Laws; and
- c. Maintain in full force and effect all licenses, permits, authorizations, registrations and qualification from any Authority to the extent necessary to perform its obligations.

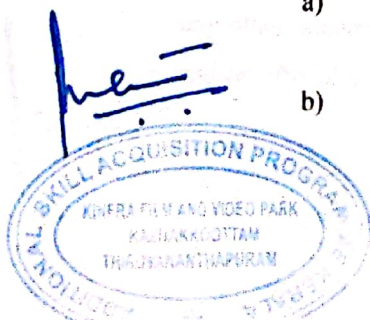
#### 7. OTHER COVENANTS

##### 7.1 Representation:

Each Party represents and warrants to the other Party that:

- a) It has full power and authority to execute, deliver and perform this Collaboration.
- b) It possesses the necessary experience, expertise and ability to

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publication, document, paper, website or any other platform or mode is allowed only, after seeking explicit prior permission in writing from ASAP Kerala.

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 exclusive jurisdiction of the courts within the seat of the High court of 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.






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

For Markaz Arts and Science College,  
Athavanad



**PREETHY LEONOLD**  
**PEN: 100704**  
Head Finance (Deputy Secretary - Fin. Dep.)  
Additional Skill Acquisition Programme Kerala  
A Government of Kerala Undertaking  
Department of Higher Education

Smt. Preethy Leonold  
Head Procurement

Dr. C.P. Mohamed Kutty  
Principal

Date:

Date: **PRINCIPAL**  
Markaz Arts and Science College  
Athavanad, P.O. Karthala-679571

Witness:

Name and Signature: *Sybil MP*  
*Programme Manager*

Name and Signature:

