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N 229540

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "MoU") is made and executed at Thiruvananthapuram on this the 6th day of December 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, Thiruvananthapuram-695585 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

Naipunnaya Institute of Management and Information Technology having its office situated at Pongam, Koratty, Thrissur- 680308., represented by **Rev.Fr. Dr. Paulachan. K J, 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;



2) Fr. Dr. Paulachan. K J

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NO. 21293 / 26.10.2024 Rs 500/-

FR. DR. PAULACHAN. K. J, PRINCIPAL

NAIPUNNAYA INSTITUTE OF MANAGEMENT
AND INFORMATION TECHNOLOGY, DUNOOR.

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. **Naipunnnya Institute of Management and Information Technology (NIMIT)**, is a premier professional training institute in Kerala, offering a multidisciplinary, research-focused, and student-centric set of courses at undergraduate and postgraduate levels under the University of Calicut. Set in a scenic location with cutting edge infrastructure, NIMIT is one of the best institutions of its kind in South India that aims at the professionalism, discipline, and overall holistic development of our students. From its very inception, the goal of NIMIT is to become recognized for the quality of its vocational training and creative endeavors that mold and motivate youngsters to tap into their potential, face the future challenges, and fulfil their dreams and aspirations.
- c. Skill education and vocational education are incorporated in the Four Year Under Graduate Programme (FYUGP) framework which is being implemented in in Kerala from 2024-25 academic year onwards. As per GO (Rt) No 724/2024/HEDN dated 24.06.2024, the Government has sanctioned establishment of Centre for Skill Development Courses and Career Planning (CSDCCP) in the Higher Education institutions for providing skill training courses and career planning as part of FYUGP in collaboration with professional skill training agencies in the state of Kerala; and has empanelled ASAP Kerala as the professional skill training agency for the purpose.

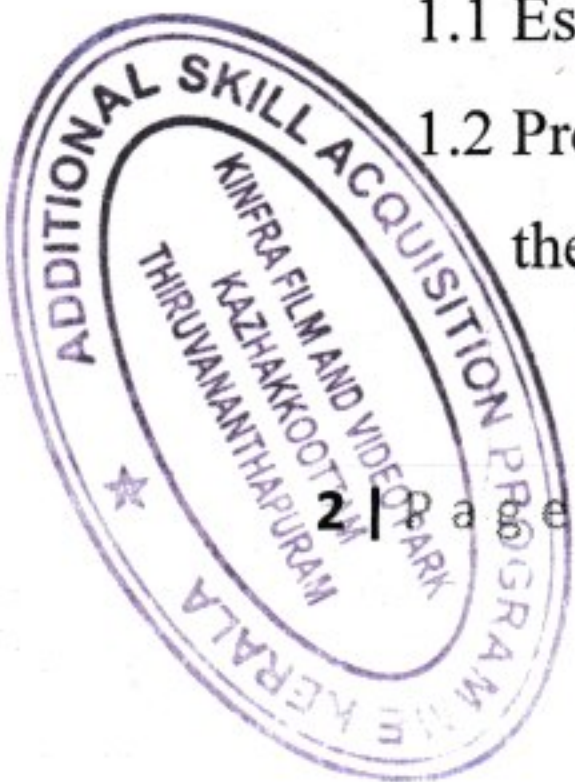
The Parties mutually agree to enter into this MoU to record the terms and understanding between the Parties and the manner in which the Parties wish to combine their efforts and collaborate with each other on providing services in skill training to the youth of the State.

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




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Principal

- 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 CSDCCP shall be functioning under the Institution control. Principal shall be the Chairman of the CSDCCP. Principal shall appoint a senior faculty member or any other suitable person as the coordinator of the CSDCCP.
- 2.2 The Executive Committee for CSDCCP shall include the following members:
- i. Principal of the Institution : Chairman
 - ii. Senior faculty member or other suitable persons : CSDCCP Coordinator
(To be assigned by the Principal)
 - iii. Head of Department (s) : Member(s)
 - iv. ASAP Representative
- 2.3 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

3.1 ASAP Kerala

- 3.1.1 ASAP Kerala as the professional skill training agency shall support the Institution in establishing the CSDCCP.
- 3.1.2 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 the general public.
- 3.1.3 Shall support the Institution / CSDCCP in providing technology support for scaling its courses to other institutions and in the mobilization of trainees.
- 3.1.4 Shall support the Institution in establishing ASAP Approved Learning Centres (ASAP ALCs) under the CSDCCP, through which the ASAP Like courses (Server



based online courses) shall be delivered to their students as well as to the general public.

- 3.1.5 Shall conduct assessments and provide certification / joint certification to the trainees who successfully complete training programmes in the CSDCCP.
- 3.1.6 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.
- 3.1.7 Shall provide logins to the Institution portal through which the CSDCCP Profile, candidate enrollment, fee collection and the transfer of the revenue share can be completed.


3.2 Institution

- 3.2.1 Shall set up CSDCCP with necessary office space, equipment and staff for the smooth functioning of the CSDCCP.
- 3.2.2 Shall undertake mobilization and admission of candidates with the necessary support from ASAP Kerala.
- 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.

4. PAYMENT TERMS

- 4.1 For each batch mobilized by the Institution, the applicable course fee from all the students shall be collected by the Institution.
- 4.2 The Institution shall be eligible for an incentive (Institution Incentive) for the students mobilized.
- 4.3 The course fee and the Institution Incentive as mutually agreed shall be issued as a General Proceedings by ASAP Kerala.




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Principal

4.4 The Institution shall pay total fees for each batch to ASAP Kerala in instalments as per the Table below,

Table: Payment Instalments

| Instalment | Payment | Method |
|-----------------|---|--|
| 1 st | 50% of total training cost for the students mobilized by the Institution, at least one day before the class commencement. | Pay to ASAP Kerala without deducting the applicable Institution Incentive. |
| 2 nd | 50% of total training cost for the students mobilized by the Institution, at 50% progress of the training. | Pay to ASAP Kerala after deducting the applicable Institution Incentive. |

4.4 The Institution shall ensure that the payments as per the above Table are made to ASAP Kerala, failing which ASAP Kerala shall have the right to pause the training process till the realization of pending payments.

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;



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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 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.

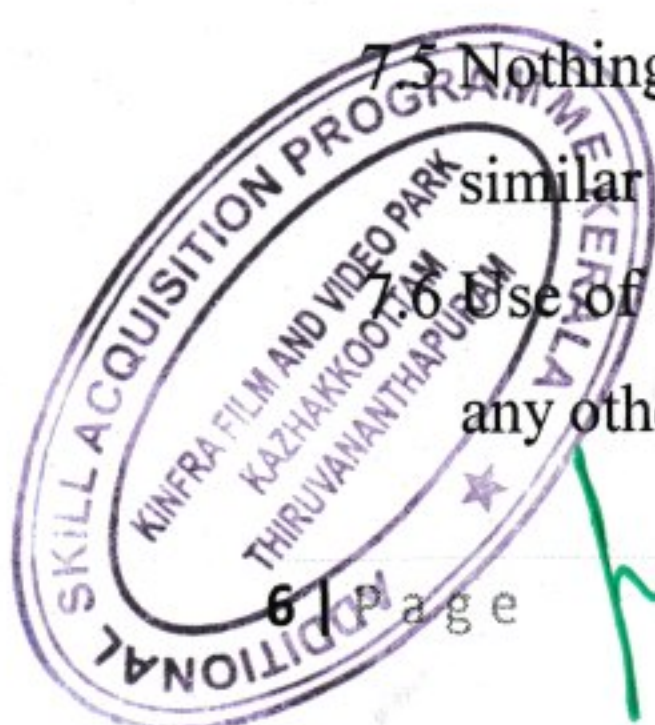
7.2 Parties hereby undertakes to indemnify and keep the other Party unconditionally, and its connected persons, affiliates, and their respective employees and agents indemnified against all losses which it may suffer or incur arising from: (i) Any breach of its respective representations, warranties, covenants, undertakings, or obligations under this MoU; or (ii) Non-fulfilment of or failure to perform any covenant, obligation, agreement or undertaking contained in this MoU.

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.

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:

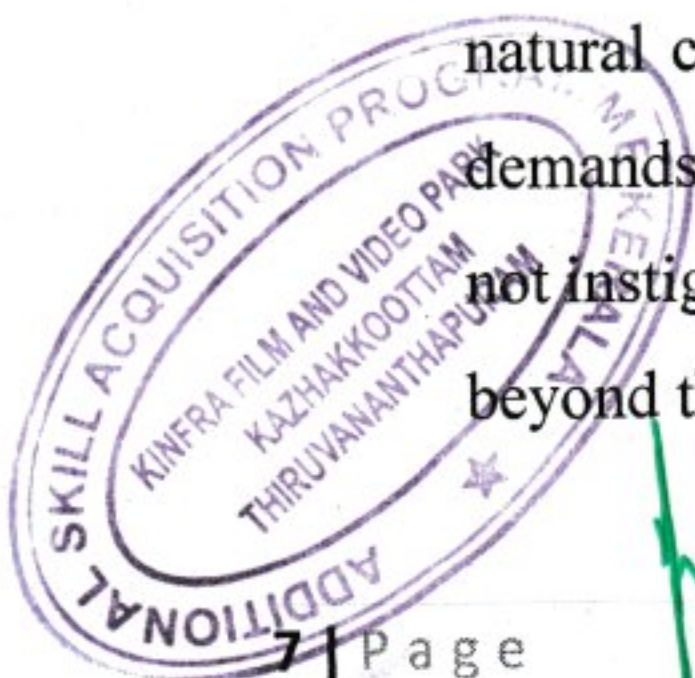
7.9.1 to the extent to which it is required to be disclosed pursuant to Applicable Law;

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 Force Majeure: If the performance of any obligations by any Party as specified in this MoU is prevented, restricted, delayed or interfered by reason of force majeure then notwithstanding anything contained hereinabove, the Party affected shall be excused from its performance to the extent of such performance related to such prevention, restriction, delay or interference and provided the Party so affected uses its best efforts to remove such cause of non- performance and when removed the Party shall continue performance with utmost urgency. For the purpose of this article "Force Majeure" means and includes fire, explosion, cyclone, floods, earth quakes, other natural calamities, war, revolution, blockage, pandemic or embargo, any law, order, demands or requirements of any Government or statutory authority, strikes, which are not instigated for the purpose of avoiding obligations herein or any other circumstances beyond the control of the Party affected.



- 7.11 Amendments: This MoU may only be varied by mutual agreement of the Parties in writing.
- 7.12 Disputes: 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. In the event that such disputes cannot be resolved through mutual consultation or negotiation, the dispute shall be resolved in accordance with the provisions of the laws of India.
- 7.13 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 in Thiruvananthapuram, Kerala.
- 7.14 Matters not provided in: If any doubt arises as to the interpretation of the provisions of this MoU or as to matters not provided therein, the Parties shall consult with each other for each instance and resolve such doubts in good faith.
- 7.15 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



Smt. Preethy Leonold

Head Procurement

Date: 6/12/2024

Witness: 

Name and Signature:

Jinitha Rosemi Prakash
Graduate Intern.



For Naipunnaya Institute of Management
and Information Technology (NIMIT)



Rev. Fr. Dr. Paulachan .K J

Principal

Date: 6/12/2024

Witness:

Name and Signature:

