

കേരളം കേരल KERALA

CZ 604857

AGREEMENT

This Agreement is entered into on this 10th June 2024 by and between:

Additional Skill Acquisition Programme Kerala, a Government Undertaking incorporated under provisions of Companies Act, 2013 under Higher Education Department, Government of Kerala having its office at KINFRA Film & Video Park, Saink School PO, Chanthavila, Kazhakkootam, Thiruvananthapuram-695585 represented by Dr. Usha Titus, Chairperson and Managing Director (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.

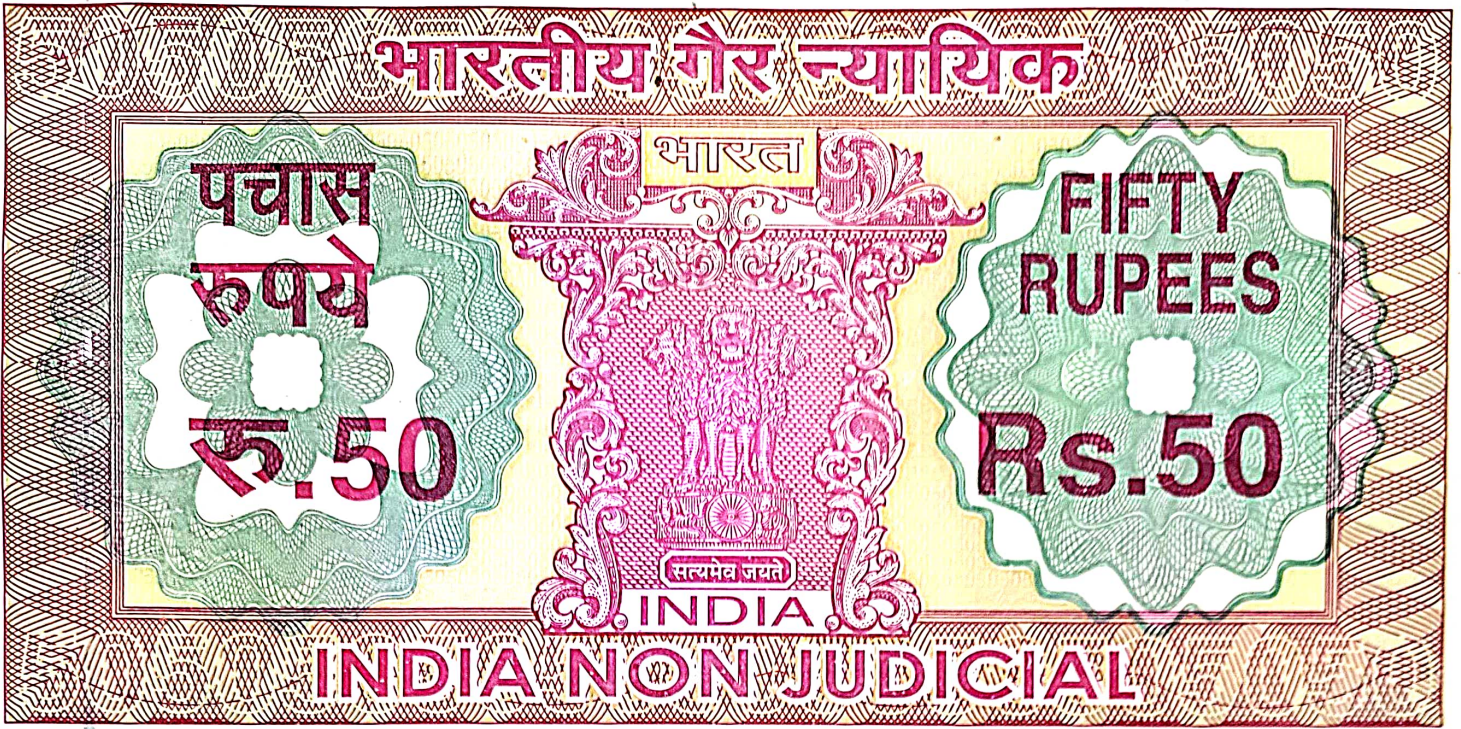
Naipunnya Institute of Management and Information Technology located at Naipunnya Nagar, Pongam, Koratty East, Thrissur -680308 represented by Rev. Fr Dr.Paulachan K.J, Principal which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns of the SECOND PARTY.



Dr. USHA TITUS
CMD, ASAP KERALA
Thiruvananthapuram

നമ്പർ 44928 തീയതി 01.03.24
Page 1 of 10
ASAP Kerala
Dr. Usha Titus
കഴക്കൂട്ടം വെബ്സൈറ്റ്
നിയന്ത്രിച്ചിട്ടുള്ളത്





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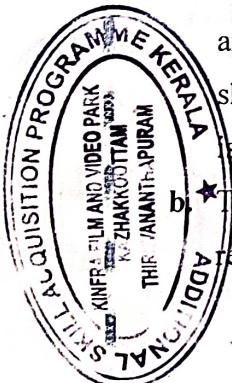
ASAP Kerala and Naipunnya Institute of Management and Information Technology are hereinafter referred to singly as “Party” and jointly as “Parties”.

The Parties have mutually agreed to enter into this agreement 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.

WHEREAS:

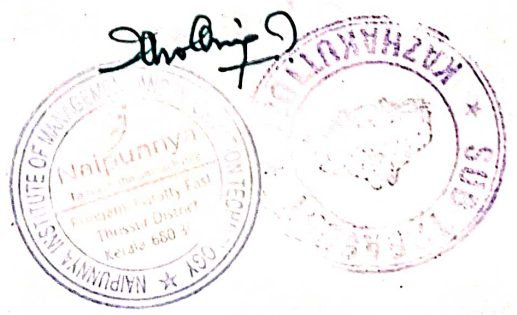
a. ASAP Kerala has the mandate of improving the employability of students and public and has established different interventions to provide industry relevant, higher order skills to different target groups through online and offline modes whose effectiveness is recognised in CII-India Skills Report 2022.

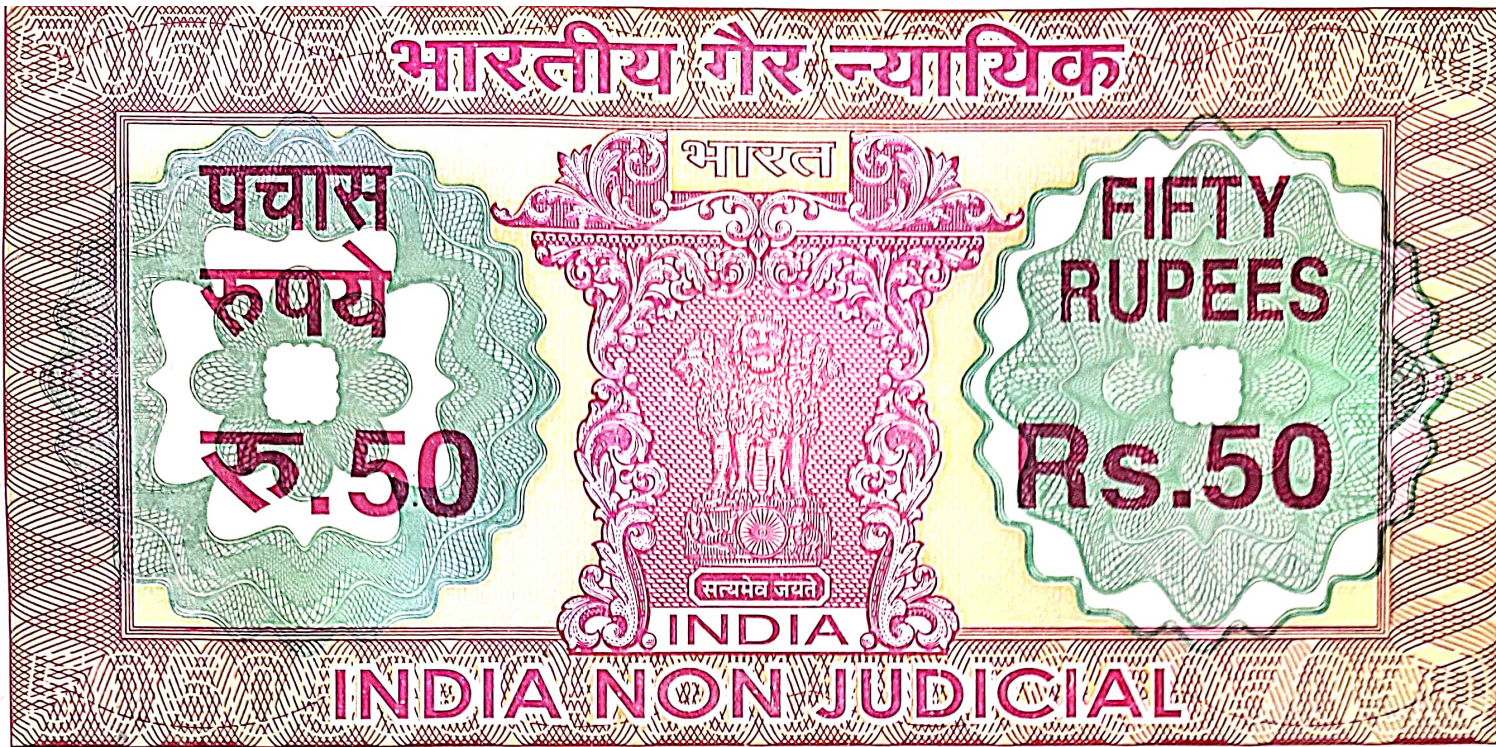
b. The Parties entered into an agreement on 10 JUNE 2024 for conducting industry relevant training programmes which shall be superseded by this Agreement.



Dr. Usha Titus
Dr. USHA TITUS
 CMD, ASAP KERALA
 Thiruvananthapuram

നമ്പർ 44939 തീയതി 01.03/24
 പേര് *ASAP Kerala*
 കഴക്കൂട്ടം വെണ്ടർ
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- c. Both Parties have mutually agreed to enter into this Agreement 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.

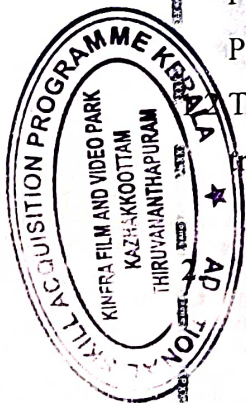
NOW, THEREFORE, the Parties hereby record the terms of their understanding as follows:

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.

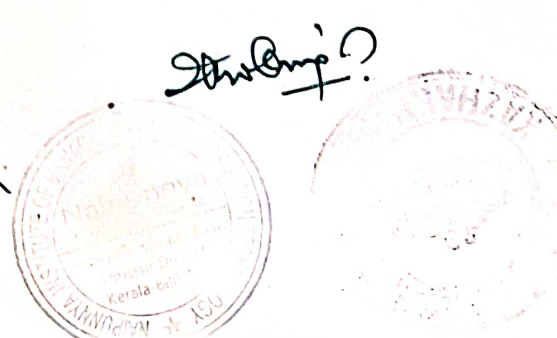
The Parties agrees to conduct training programmes in accordance with the design of the training modules put forth by the First Party.

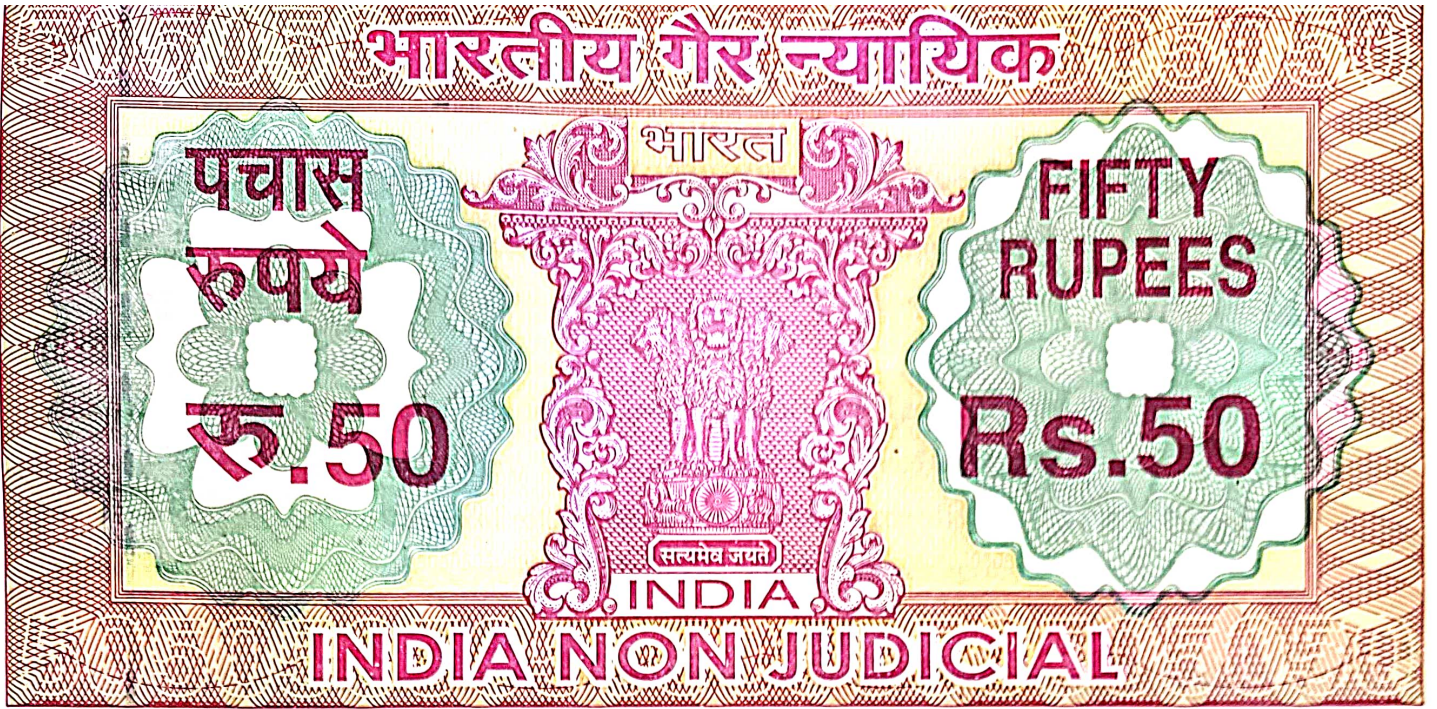
ROLES AND RESPONSIBILITIES OF FIRST PARTY



Dr. USHA TITUS
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നമ്പർ 4494 Page 3 of 10 03/20
ASAP Kerala
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In addition to and not in derogation or substitution to any of the obligations, undertakings, terms and conditions or covenants set out elsewhere in this agreement, the First Party shall at its own cost and expense observe, undertake and comply the following obligations:

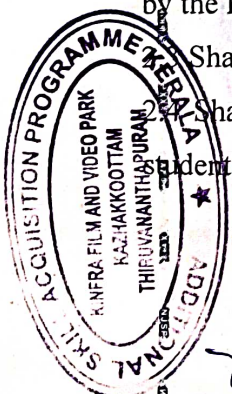
2.1 Shall deploy a SPOC for facilitation of the entire training process and he/she shall be responsible for,

- i. Conducting orientation to the students for the approved programmes.
- ii. Conducting awareness programmes on upcoming programmes.
- iii. Monitoring and evaluation of the training quality.

2.2 Shall assign effective trainers to train the students. The implementation of the training programme shall solely be dependent on the availability of suitable trainer selected and trained by the First Party.

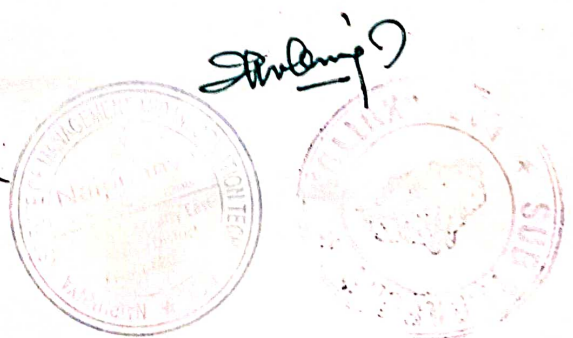
Shall provide required training materials, if any.

Shall take necessary measures to conduct assessment and certification of the eligible students.



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 പേജ് 4 of 10
 പേര്: ASAP Kerala
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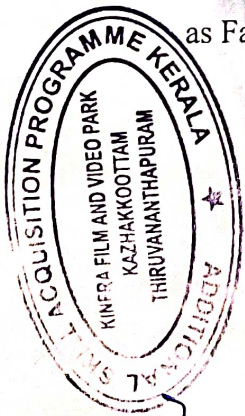
3. ROLES AND RESPONSIBILITIES OF SECOND PARTY

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

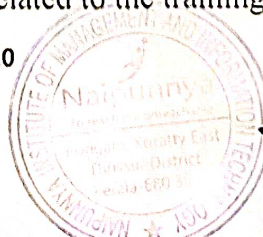
- 3.1 Shall support the First Party for the smooth conduct of the programmes.
- 3.2 Shall facilitate the First Party in student selection and related activities.
- 3.3 Shall provide sufficient infrastructure facilities as being specified by the First Party from time to time for the conduct of the training which includes spacious classroom/s with sufficient seating capacity.
- 3.4 Shall arrange equipment like computer/ laptop, 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 give access to its computer lab with a minimum number of 15 systems having network and internet connectivity as and when required by the First Party for the training programme.
- 3.6 Shall arrange for the purchase and supply of training aids like chart papers, worksheets, and other stationery items like notepad, pen, pencil, gift items for the training as per the e-mail/written request of the Trainers assigned by the First Party.
- 3.7 Shall constitute a committee consisting of the Manager/ PTA President/Principal. Faculty Co-ordinator, SPOC of ASAP Kerala and trainer for the administration, coordination and monitoring of activities as mentioned under this Agreement.

3.8 Shall nominate a faculty committed to the cause of providing additional skills to students as Faculty Coordinator/Nodal Officer, and he/she shall be responsible for:

- i. Organizing and monitoring the smooth conduct of training.
- ii. Ensuring regular student attendance, quality programme delivery, and punctuality of the trainer.
- iii. Intimating the class schedule to students, recording of the attendance and effective coordination of the training.
- iv. Maintaining records and accounts related to the training programme, if any.



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CMD, ASAP KERALA
Thiruvananthapuram



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- 3.9 The request by Second Party for continuation of existing batches or sanction for new batches shall be solely based on the quality of the infrastructure facilities provided and the administrative support and cooperation extended to the First Party.
- 3.10 Shall ensure the remittance of fees by the students as per the mutually agreed timeline.

4. INCENTIVE

The incentive eligible to the Second Party for the course shall be as mentioned in Table below. The terms for any additional courses to be included shall be incorporated to this agreement through an addendum signed by both the Parties.

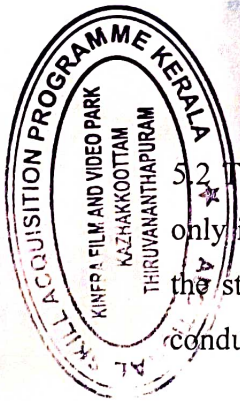
SI No	Course name	Batch Strength	Institution incentive
1	Enrolled Agent	30 & above	Rs. 3000/- per student subjected to minimum 10 admissions

5. PAYMENT TERMS

5.1 The fee payment shall be as follows:

- I. The First Party shall collect fee directly from the students before the class commencement.
- II. The incentive shall be paid to the Second Party by the First Party after commencement of the training.
- III. The First Party shall commence training only after receipt of fee payment from all enrolled students in the batch.

5.2 The Second Party shall be eligible to conduct an exclusive batch of the said programme only if the minimum student count as mentioned in Clause 4 is met. If the count is less, then the students will have the option to get enrolled into the general batch of Enrolled Agent conducted by First Party.



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6. OTHER COVENANTS

6.1 Representations: Parties represents and warrants to have full right and legal capacity to execute and fully perform this Agreement and that there are no claims, actions or litigation, either pending or threatened, which will or may in any way limit, restrict, impair or interfere with this Agreement. Neither Party shall represent the other Party in any manner. This Agreement does not give any authority to any of the Parties to represent or exercise opinion or decision, on behalf of the other Parties unless a written consent is received.

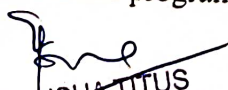
6.2 Successors and Assigns: The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns and its connected persons, affiliates, provided that no rights or obligation herein shall be assigned by the parties without the prior written consent of the other Parties.

6.3 Indemnity: The Parties hereby undertakes to indemnify and keep the each other Party unconditionally, and its connected persons, affiliates, and their respective employees and agents indemnified against all losses which they may suffer or incur arising from:

- a) Any breach of its respective representations, warranties, covenants, undertakings, or obligations under this agreement; or
- b) Non-fulfilment of or failure to perform any covenant, obligation, Agreement or undertaking contained in this Agreement.

6.4 Non- Disparagement: The Parties shall not, at any time during the term of this agreement and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the other Parties, its connected persons, affiliates, its partners or the staff of any other Party or any of its connected persons, subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses or reputations. This provision as aforesaid and the non-disparagement obligation as mentioned in this agreement shall survive the termination of this Agreement.

6.5 Exclusivity: Nothing contained herein shall restrict the right of the Parties to enter into negotiations, business arrangements, partnerships, agreements, and the like do not affect the performance of the obligations of the respective parties under any definitive agreement/s the parties shall enter into and as may have been envisaged under this agreement. Nothing contained in this agreement shall restrict either Parties from offering same or similar programmes elsewhere, adhering to the norms if applicable.


Dr. USHA TITUS
CMD, ASAP KERALA
Thiruvananthapuram



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

6.7 Publicity: All materials intended to publicize the initiatives and activities resulting from the Parties discussions will be approved by all Parties prior to release. Upon the other Party's prior written consent (which may be via email), respective Party may use the other Party's trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, and website listings for the purpose of publicizing the initiatives and activities resulting from this Agreement. No Party may acquire any right, title or interest in any other Party's trademarks under this Agreement and no Party shall use the trademarks of the other Party without prior written consent.

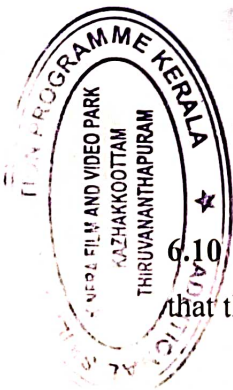
6.8 Amendment and Waiver: No Amendment for change hereof or addition hereto shall be effective or binding on the Parties hereto unless set in writing and executed by the respective duly authorized representatives of the Parties hereto. Further, any waiver of any of the terms hereof shall be valid if made by mutual consent of the Parties.

6.9 Confidentiality: Subject to the exceptions provided in this clause hereinafter, Parties agree that they will keep all information pursuant to this Agreement confidential and shall not disclose to any third Person any Confidential Information with respect to the Agreement unless specified here under.

Exceptions: Party may disclose Confidential Information:

- i. to the extent to which it is required to be disclosed pursuant to Applicable Law;
- ii. to the extent to which it is specifically permitted by the other Party in writing;
- iii. 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 above.
- iv. 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

6.10 Ownership of Materials/Intellectual Property: Each Party acknowledges and agrees that the other Party owns the intellectual property rights that it owned or controlled prior to or



Dr. USHA TITUS
CMD, ASAP KERALA
Thiruvananthapuram



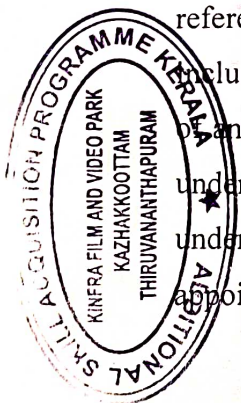
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created separately during but unrelated to this Arrangement, including any modifications thereto. Any work by the Parties resulting in the creation of new intellectual property will be governed by the applicable Definitive Agreement(s) that addresses intellectual property ownership. No jointly owned intellectual property is intended to be created by the Parties under this Arrangement. No right or license is granted to either Party or its affiliates under this Arrangement to any Confidential Information, know-how, or other intellectual property right owned or controlled by the other Party or such other Party's affiliates.

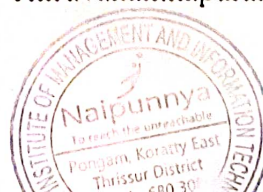
6.11 No other Rights Granted: Nothing in this Agreement is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favour of the other, nor shall this Agreement be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this Agreement.

6.12 Force Majeure: If the performance of any obligations by any Party as specified in this agreement 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 quake, 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.

6.13 Disputes: Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this agreement shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third Party. All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by the Party under this Agreement or of any matter whatsoever arising under this Agreement which have not been mutually settled, shall be referred to Arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint an Arbitrator. The place of Arbitration shall be Thiruvananthapuram. The language for



[Signature]
Dr. USHA TITUS
CMD, ASAP KERALA
Thiruvananthapuram



[Signature]

Arbitration shall be English. The provisions of this clause shall survive the termination of this Agreement.

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


6.15 Notices and notifications: Any notice or notification required to be given under the provisions of this agreement must be given in writing via mail on the agreed email ID by both parties.

6.16 Matters not provided in: If any doubt arises as to the interpretation of the provisions of this agreement or as to matters not provided therein, the Parties shall consult with each other for each instance and resolve such doubts in good faith.

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

For ASAP Kerala

For Naipunnya Institute of Management
and Information Technology


Dr. Usha Titus


Rev. Fr Dr Paulachan K.J

Chairperson and Managing Director

Principal




Date: 10/06/2024

Date: 10/06/2024

Witness: 

Witness: 

Name and Signature: RAJCHILA P
Programme Manager
ASAP, Kerala

Name and Signature: 
Dr. MATHEW JOSE K.
H.O.D., P.G. Dept. of Commerce
NIMIT, Pongam, Koratty
Thrissur Dist. - 680 308

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