

SANATANA DHARMA COLLEGE ALAPPUZHA



3.5.2: Memorandum of Understanding



भारतीय गैर न्यायिक

पचास
रुपये
₹.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

കേരളം KERALA

AX 579122

Memorandum of Understanding for the conduct of the training on
IBPS/bank test coaching

This agreement is made on this 27th of March 2015 between M/S SMEG
EduLabs Private Limited, Alappuzha and having its registered office at No.
TMC/18/188 – B, Opp. Milma Dairy, Refinery Road, SN Junction, Tripunithura,
Cochin 682301 (hereinafter referred to as 'SEPL') of the one part.

And

M/s. S.D COLLEGE, Alappuzha - 688003 represented by Shri. J Krishnan
Manager, Sanatana Dharma College (herein after mentioned as S.D.College),
Alappuzha of the other part.

Whereas the SEPL is an organization well experienced in conducting
coaching classes for bank test etc.


SMEG EduLabs Private Limited

For SANATANA DHARMA COLLEGE


MANAGER



भारतीय गैर न्यायिक



INDIA NON JUDICIAL

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AX 579104

And Whereas the Sanatana Dharma College is a reputed college under the Kerala University.

And Whereas the parties have after mutual discussions have agreed to execute an agreement for the conduct of coaching classes for bank tests in the S.D.College premises.

Now this witnesseth:

1. SEPL agrees to conduct coaching classes for various bank tests including SBI/IBPS etc to the students of S.D COLLEGE, Alappuzha at the latter's premises.
2. The duration of the course per batch would be 140 hours.
3. SEPL would send their faculty at their cost to SD COLLEGE for completing the committed duration of the course.

For SANATANA DHARMA COLLEGE

SMEG Edulaha Private Limited



14. SEPL is responsible for all consequences if there is any lapse on its part for the smooth conduct and completion of 140 hours of classes for each batch.

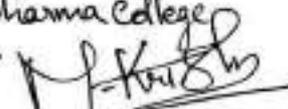
In witness whereof the parties have signed this agreement on the day, month and year first above written.

For SMEG Edulabs Private Limited



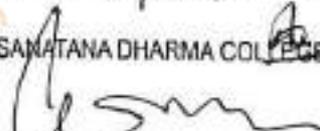
Mr. Bineesh B Nair (Centre Director)
SMEG Edulabs Private Limited

In the Presence of witness

1 KRISHNAN M.
Assistant Professor
Sanatana Dharma College
Alappuzha. 

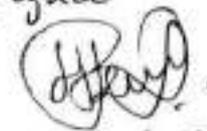
2 Manees Kumar M
Smeg edulabs pvt ltd.
1st floor Kanbika Tower
Near ymca st. Alappuzha.

For SD COLLEGE ALAPPUZHA

For SANATANA DHARMA COLLEGE 

Shri J Krishnan, MANAGER
Manager,
Sanatana Dharma College

In the Presence of witness

1. Pravanth S. Pai
Assistant Professor
Dept. of Commerce
S.D. College
Alappuzha


2. Prof: V. Narayana Narayana
S.D. college Manager's office
Alappuzha. V.V. Narayana

4. The classes would be conducted at SD COLLEGE and as per the direction of the management.
5. Only the students from the ongoing batches at SD COLLEGE would be admitted to the said coaching classes.
6. A fee of Rs.1200/- per student will be charged by SEPL for one course of 140 hours.
7. It is the responsibility of SEPL to provide the required study material to all the participants at their own cost.
8. The course can be started only for a minimum enrollment of 100 students.
9. No changes will be made in fees (ie, Rs. 1,200/- per student) even though the number of students are more than 100, as we are charging only the minimum fee including study materials.
10. Fifty percent (i.e.Rs.600 per student) of the fee collected will be paid to the SEPL on completion of first 50 hours of classes and the balance on the completion of 140 hours of classes.
11. While best of effort would be ensured in delivering the quality of courses SEPL holds no responsibility of ensuring recruitment of the participating students by any of the banks or employers.
12. The classes will be completed within the period of 140 hours.
13. This agreement can be modified, altered or terminated by mutual understanding and consent of both the parties.



SMEG EduLabs Private Limited

For SANATANA DHARMA COLLEGE



MANAGER

MEMORANDUM OF UNDERSTANDING

WORKSHOPS AND TRAINING PROGRAMMES ON VALUE ADDED PRODUCTS FROM WATER HYACINTH IN LAKE VICTORIA, KENYA

Between

Dr. G. Nagendra Prabhu

Principal Investigator

Centre for Research on Aquatic Resources (CRAR), S. D. College, University of Kerala,
Alleppey – 688003, Kerala, India

And

Edwin M Kimani, CPA

Managing Director / CEO

African Development & Financial Consultancy Ltd (ADFC Ltd)

Uthiru Plot No. 1979, P.O. Box 52967-00200

Nairobi, Kenya,

This Memorandum of Understanding (MOU) sets the terms and understanding between Centre for Research on Aquatic Resources (CRAR), India and African Development & Financial Consultancy Ltd (ADFC Ltd), Kenya to partner and deliver workshops and training programmes on value added products from water hyacinth in Lake Victoria, Kenya, especially, in Migori, Homa Bay and Kisumu Counties all along the lake Victoria region.

Background: CRAR India has developed many innovative award winning rural technologies for its efficient utilization of this invasive weed and has been offering training programmes and workshops in Kerala, India to rural women, self-help groups, students and other interested public on the value addition of aquatic weeds through active community participation. ADFC Limited is an innovative financial and investment advisory firm offering a wide range on consultancy services to the Governments, Public and Private sectors in Africa. Dr. G. Nagendra Prabhu, Principal Investigator, will be the Project Leader on behalf of CRAR.

Purpose: The goals of the project are to transfer knowledge and skills in a decentralized, people participatory, sustainable model to the communities living along Lake Victoria. In addition the project will prepare feasibility report to establish Cottage Industries along Lake Victoria after providing training for rural women, farmers and fishermen on the preparation of different types of products from water hyacinth. The project will arrange and secure donor and government funding for the implementation of the project and provide oversight for five years on contract basis. The project will also look into the viability of establishing a Centre for Research on Aquatic Resources in Kenya.

Implementation: CRAR and ADFC limited will develop general terms of engagement with Cooperative societies, Community Based Organizations (CBOs), Women and Youth Groups from the participating County Government /Constituency and other stakeholders. Kenya Horticultural Farmers' Cooperative Society limited is the agency to brand and market briquettes, organic fertilizers and other products from water hyacinth.

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Consultancy fees: The initial expenses for the project will be borne by the "CLIENT" introduced by ADFC Limited as per the details given below. The client will be the County Government/Constituency, Authority and or an NGO that are already working in the water-hyacinth sector. (See Appendix I)

During implementation: ADFC and CRAR will have an oversight and management role in each project. ADFC limited as the local partner will have an overall management role whereas CRAR will be paid a maintenance fee, which will be decided and agreed to during the initial visit.

Ownership of technologies: ADFC will have the proprietary rights and or patents in Africa to all technologies from CRAR, which are transferred under the project. The technologies identified for transfer shall include and not limited to:

The technologies identified for transfer include:

- a) Mushroom cultivation using water hyacinth as bedding material.
- b) Country made briquettes using cow dung and dried water hyacinth.
- c) Water hyacinth pulp based products.
- d) Conversion of water hyacinth into organic fertilizer by composting.

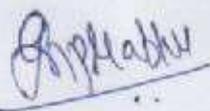
All processes have been developed and perfected by CRAR in Kerala, India. Kenyan patent / trade mark can be secured on each technology under Kenyan laws.

Confidentiality: The terms and conditions of this Memorandum of Understanding and any information or materials exchanged pursuant to this MOU are subject to Non-Disclosure and Confidentiality conditions. Further to the confidentiality is a non-competition clause whereby the CRAR hereby agrees to not compete, enter into, start, trade, represent or act in any manner of business in competition against the other party whether by starting a venture or joining a competitor in Kenya before the expiry of the MOU.

Applicable Laws: This MOU will be governed by and construed and interpreted in accordance with the laws of India and the EAC Common Market protocols applicable therein.

Dispute Resolution: The parties agree that any claim, controversy or dispute of any kind or nature whatsoever arising between the parties (a "Dispute") shall be resolved to the extent possible by reference to senior management of each of the parties on an informal basis, provided that to the extent that such dispute cannot be resolved as aforesaid, either party may apply to have such dispute resolved through reference to arbitration in accordance with arbitration mechanism of the East African Court of Justice or an appropriate Court in India.

Duration: This MOU is continuous and will be valid for five (5) years and will be renewed on expiry by mutual consent.



The MOU shall become effective upon signature by the authorized parties here below:

On Behalf of: Centre for Research on Aquatic Resources

Name: Dr. G. Nagendra Prabhu
Position: Principal Investigator
Address: Centre for Research on Aquatic Resources, S. D. College, Alleppey, India
Phone: +91-9495017901
Email: nagendra.prabhu@gmail.com

Signature of Dr. G. Nagendra Prabhu, Principal Investigator

Date: 9/4/2019
Seal

Dr. G. NAGENDRA PRABHU
Associate Professor
P. G. Dept. of Zoology & Research Centre
S. D. College, Alleppey - 688 003

Witness: 1) Dr. P. R. Unnikrishna Pillai, Principal, S. D. College, Alleppey



2) Dr. K. Reghunath, Head, P. G. Dept. Of Zoology & Research Centre, S. D. College, Alleppey.

Principal
S. D. College, Alleppey

Date: 7/4/2019
Seal

Dr. K. REGHUNATH M.Sc, M.Phil, Ph.D
Associate Professor & Head
Department of Zoology
S. D. College
Alappuzha - 688 003

On Behalf of: African Development & Financial Consultancy

Name: Mr. Edwin M Kimani,
Position: Managing Director/CEO
Address: Uthiru Plot No. 1979, P.O. Box 52967-00200 Nairobi, Kenya
Phone: +(254)720581521
Email: kimanie@adfc-holdings.com and kimani@adfc-holdings.com

Signature of Edwin M Kimani, CEO

Date:
Seal



Witness: 1) Mr. Ireni Mucheke, Chairman,
Kenya Horticultural Farmers' Cooperative Society Limited

KENYA HORTICULTURAL
FARMERS CO-OPERATIVE
SOCIETY LIMITED

2) Catherine Wanjiku Maina-CEO-Interact Business Solutions

Date:
Seal

INTERACT BUSINESS SOLUTION
P. O. Box 1060 - 00300
NAIROBI

APPENDIX I-COST OF CONSULTANCY

A. For Initial Visit

- 1) Cost of visa, medical insurance etc. of the Project Leader (actual amount as per bill).
- 2) Two-way (taxi and economy air-fare) for the Project Leader from place of work in India to place of meetings and trainings.
- 3) Decent accommodation, local transportation, meals and refreshments during the entire duration of stay in Kenya.
- 4) Prefeasibility study Consultancy charges - One-time fee of US \$ 7,500/- (US Dollars Seven Thousand Five Hundred only) to be paid up-front on arrival in Kenya

B. For Training Programmes

- 1) Two-way travel (including taxi & airfare) for the Project Leader and 1 Master Trainer from place of work in India to Kenya, decent accommodation in separate rooms, local transportation, meals and refreshments, during the entire duration of stay in Kenya.
- 2) Cost of visa, medical insurance etc. of the Project Leader and Master Trainer (actual amount as per bill).
- 3) Fixed fee to the Project Leader – US \$ 1,500/- (US Dollars One Thousand Five Hundred only) and Master Trainer – Rs. 5,00/- (US Dollars Five Hundred only).

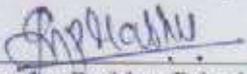
Fixed fee represents the one-time charges for the preparation of training manual and other pre-training activities.

- 4) Training Fee for the Project Leader and Master Trainer at the rate of US \$. 250/- and US \$. 100/- per day (US Dollars Two Hundred and Fifty only & US Dollars One Hundred only) respectively. 50 % will be paid as advance on arrival in Kenya and the balance 50 % at the end of the training programmes.
- 5) Cost of materials if anything is brought from India, including transportation costs (actual amount as per bill).

On Behalf Of: Centre for Research on Aquatic Resources

Signature of Dr. G. Nagendra Prabhu, Principal Investigator

Seal

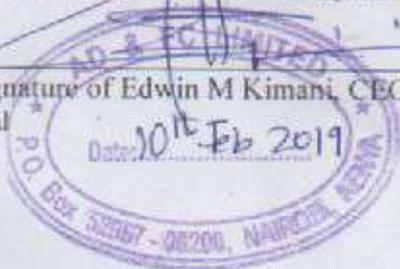

Dr. G. NAGENDRA PRABHU
Associate Professor
P. G. Dept. of Zoology & Research Centre
S. D. College, Alleppey - 688 003



On Behalf of: African Development & Financial Consultancy Ltd

Signature of Edwin M Kimani, CEO

Seal





കേരളം കരല MEMORANDUM OF UNDERSTANDING (MoU) 23AA 926836

BETWEEN

THE POST GRADUATE AND RESEARCH
DEPARTMENT OF COMMERCE
SANATANA DHARMA COLLEGE,
ALAPPUZHA

&

KK Padmanabha Pillai & Co,
Chartered Accountants, Alappuzha

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&D SERVICES AND RELATED SERVICES

K. K. PADMANABHA PILLAI & Co.
CHARTERED ACCOUNTANTS

SUNIL K. (PARTNER)
M. No. 205664

MUP

No. 13747
24.9.2020
ശ്രീ. കെ. കെ. പദ്മനാഭപിള്ള
& കോ. അക്കൗണ്ടന്റുകൾ
അലപ്പുഴ

Sunil K.
Chartered Accountant of
Alappuzha





MEMORANDUM OF UNDERSTANDING

കേരളം കേരള KERALA 23AA 926835

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 29th Day of - September - Two Thousand and Twenty, by and between SANATANA DHARMA COLLEGE, SANATANAPURAM P.O, ALAPPUZHA, KERALA 688003, the FIRST PARTY represented herein by its Name of Competent Authority / Representative (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

KK PADMANABHA PILLAI & Co ,CHARTERED ACCOUNTANTS ,ALAPPUZHA, the SECOND PARTY, and represented herein by its Head, Sunil P., FCA, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors- in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

For K. K. PADMANABHA PILLAI & Co.
CHARTERED ACCOUNTANTS

SUNIL P. (PARTNER)
M. No. 205004

No. 13746
29.9.2020
S.D. കോളേജ്
SANATANAPURAM

Page 2/27
2020.09.29



കേരളം WHEREAS: KERALA

23AA 926834

- A) First Party is a Higher Educational Institution named:
 - (i) SANATANA DHARMA COLLEGE
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) KK PADMANABHA PILLAI & Co, CHARTERED ACCOUNTANTS, the Second Party is engaged in Skill Development, Education and R&D Services in the fields of - *Goods and service Tax Accounting* and related fields
- F) KK PADMANABHA PILLAI & Co, CHARTERED ACCOUNTANTS, the Second Party is promoted by Mr Sunil P FCA, KK Padmanabha Pillai & Co, Chartered Accountants, Alappuzha.
- G) With a team of experts the Chartered accountant firm is training students to be professionals in the field.

No. 137445
 29 9 2020
 @ Anand
 SD
 MRS. A. J.

K. PADMANABHA PILLAI & Co.
 CHARTERED ACCOUNTANTS
 SUNIL P. (PARTNER)
 M. No. 206664
 Page 3 of 3
 2020

भारतीय रिजर्व बँक

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TWENTY
RUPEES

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23AA 926832

കേരളം കേരള KERALA

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE I
CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.



MUP
S. D. ...
...

OF R. K. PADMANABHA PILLAI & Co
CHARTERED ACCOUNTANTS
...
Page 1 of 1

No. 13743
29.9.2020



കേരളം കേരള KERALA

23AA 926833

**CLAUSE 2
SCOPE OF THE MoU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

Mud

No. 13744
29.9.2020

എൻ.കെ.എസ്.എസ്.എസ്.
S N കോളേജ്

[Signature]
H.D. MANABATH & Co.
CHARTERED ACCOUNTANTS
No. 115684
Part 5 of 5

**CLAUSE 5
RELATIONSHIP BETWEEN THE PARTIES**

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.



[Signature]
First Party
S.D. College, Alappuzha

[Signature]
For K. K. PADMANABHA PILLAI & Co.
CHARTERED ACCOUNTANTS
Second Party
SUNIL P. (PARTNER)
M. No. 205664

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Alappuzha.

AGREED:



For Name of Institution
[Signature]
Authorized Signatory

For Name of Industry
For K. K. PADMANABHA PILLAI & Co.
CHARTERED ACCOUNTANTS
[Signature]
Authorized Signatory
SUNIL P. (PARTNER)
M. No. 205664

Name of Institution	S.D. College	Name of Industry	K k Padmanabha Pillai & Co
Address	Sanathanapuram Alappuzha	Address	Deepthi, Palace ward, Iron bridge PO, Alappuzha 688011
Contact Details	0477-2266704	Contact Details	9447111609
E-mail	sanatanamalp@gmail.com	E-mail	kkpillai@gmail.com
Web	SDCollege.in	Web	

Witness 1: *[Signature]*
Dr. P. R. Anilkumar
HOD of Commerce
SD College Alappuzha

Witness 3: *[Signature]*
Dr. P. S. Parameswaran
Asso. Professor,
Dept. of Chemistry
S. D. College, Alappuzha

Witness 2: *[Signature]*
Nimisha Sathesgan
Article Assistant
K k Padmanabha Pillai & Co

Witness 4: *[Signature]*
Nifa Jayana
Article Assistant
K. K. Padmanabha Pillai & Co.
Page 7 of 7
[Signature]



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MEMORANDUM OF UNDERSTANDING

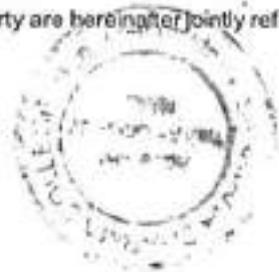
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SANATANA DHARMA COLLEGE, SANATANAPURAM P.O ,ALAPPUZHA ,KERALA 688003, THE FIRST PARTY represented herein by its Name of Competent Authority / Representative (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – In-office, administrators and assigns).

AND

THE CAPITAL SOLUTIONS , THE SECOND PARTY, and represented herein by its Head, **Mr Rejimon M P,** (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as



For CAPITAL SOLUTIONS

Partner
29/09/2020.

Dr. P.R. UNNIKRISHNAN
Principal
S.D. College, Alappuzha



180
SSC/2021
admission
18/09/2020

WHEREAS:

- A) First Party is a Higher Educational Institution named:
(i) **SANATANA DHARMA COLLEGE**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **THE CAPITAL SOLUTIONS**, the Second Party is engaged in Skill Development, Education and R&D Services in the fields of - *equity trading, portfolio management, investment management*.
- F) **THE CAPITAL SOLUTIONS**, the Second Party is promoted by Mr Rejimon M P
- G) With a team of experts the firm is in the business of portfolio management, share trading etc.



For CAPITAL SOLUTIONS

[Signature]
Partner

29/09/2020

[Signature]
Dr. P.R. UNAIKRI...
S.D. College, ...

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

**CLAUSE 1
CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

**CLAUSE 2
SCOPE OF THE MoU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.



For CAPITAL SOLUTIONS

Dr. P.R. [Signature]
INC 16 A1

**CLAUSE 5
RELATIONSHIP BETWEEN THE PARTIES**

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.


Dr. P.R. UNNIKRISHNAN
 First Party
 S.D. College, Alappuzha

Second Party



Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Alappuzha.

AGREED:

For Name of Institution

For CAPITAL SOLUTIONS

For Name of Industry

Partner

29/09/2020


Dr. P.R. UNNIKRISHNAN
 Authorized Signatory
 S.D. College, Alappuzha

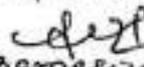
Authorized Signatory

Name of Institution	Sanatana Dharma College	Name of Industry	Capital Solutions
Address	Sanatanapuram Alappuzha	Address	
Contact Details	9447-2266704	Contact Details	
E-mails	Sanatana@sdcollege.in	E-mails	
Web	www.sdcollege.in	Web	

Witness 1:


Remesh B.
 S/O A.B. Vadhyar
 Krishna Apts Ravipuram Kochi 16

Witness 3:


Dr. P.S. Parameswaran
 Asst. Professor
 Dept. of Chemistry
 S.D. College, Alappuzha.

Witness 2:


V. Salheesh Kumar
 Vanchi Prasad
 MC-9 Chiruthala 688524

Witness 4:

Dr. P.R. Anilkumar
 HOD of Commerce
 SD College Alappuzha

Physical Education
(M.C.U., K.C.A.)

പതിനഞ്ചു രൂപ

FIFTY
RUPEES

₹ 50

Rs. 50

INDIA NON JUDICIAL

കേരളം കേരള KERALA

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is signed on the 21st day of November 2009:

BETWEEN

Sanatana Dharma Vidyasala, Alleppey, a company registered under the Companies Act, 1956 having registered office at Besant Hall, Zilla Court ward, Alleppey (hereinafter referred to as the "Vidyasala", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) represented by the **President of the Board of Trustees Sri S. Mahadevan**, aged 75, son of Late. Sri Sankara Iyer residing at "Kailas", Pazhaveedu P.O., Alleppey of the One part:

AND

Kerala Cricket Association, a Society registered under the Travancore Cochin Literary, Scientific and Charitable Societies Registration Act and affiliated to the Board of Control for Cricket in India (BCCI), having office at Kerala Cricket Association Complex, TC 24/131(1), Sasthankovil Road, Thychaud, Thiruvananthapuram 695014, Thiruvananthapuram District. (hereinafter referred to as the "KCA", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) represented by **Honorary Secretary Sri. T. C. Mathew** aged 45 years, son of Sri T. V. Chacko residing at "Tharaniyil House", Arikuzha P.O. Thodupuzha of the Other part:

For SANATANA DHARMA VIDYASALA

KERALA CRICKET ASSOCIATION

President

WHEREAS the Vidyasala is the absolute owner with right, title, possession and enjoyment of the land measuring about 2 Hectares and 75 ares situated in R S No 607/1A3 and 607/9 of Pazhayvedu village in Alleppey Municipality which is set apart as the playground of the educational institutions owned by the Vidyasala.

WHEREAS the Vidyasala desires to develop the said land into a Cricket Stadium for the purpose hereinafter mentioned through KCA.

WHEREAS KCA is formed to develop, promote, popularise and control the game of cricket within its jurisdiction

WHEREAS KCA, with the approval of its Central Council, has proposed a scheme to the Vidyasala for developing a Cricket Stadium and maintaining it.

WHEREAS the Vidyasala, through its Managing Committee, has approved the proposal in its meeting held on 20 July 2008.

NOW IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- 01.** The Vidyasala shall allow KCA to use the land having an extent of about 2 Hectares and 75 ares specified in the plan for the purpose of laying a turf cricket pitch, landscaping the area for cricket purpose along with beautifying the proposed area without infringing its environmental importance with indoor practice facility as per the plan approved by the Vidyasala.
- 02.** The Vidyasala shall allow KCA to utilise the land allotted for above purpose for a period of 15 years commencing from the date of signing this Memorandum of Understanding.
- 03.** The Vidyasala shall provide adequate water and electricity supply for the above purpose.
- 04.** KCA shall bear the electricity and water charges during the period of MOU.
- 05.** The Vidyasala shall bear the electricity and water charges when the Vidyasala is using the stadium for its purposes.

- 06.** The Vidyasala shall not, during the period of agreement, let out the cricket ground for exhibition, meetings or any other purposes, which would require digging up and defacing of the land, turf wicket and the outfield. However, on mutual consent, the Vidyasala may use the ground for their own purposes without damaging the pitch and the ground.
- 07.** The Vidyasala shall allow KCA to protect the main turf wicket and the practice pitches.
- 08.** KCA shall permit the public inside the stadium without charging any fee to witness the matches being played therein. The Vidyasala shall empower KCA to regulate the entry of public into the stadium in connection with their cricket related activities.
- 09.** KCA shall restrict such entry to the cricket ground only and not to the college or other premises attached to the ground belonging to the Vidyasala.
- 10.** The Vidysala shall not, during the period of MOU, let out or transfer similar rights to any other persons/association, pertaining to this ground.
- 11.** KCA shall not utilise the stadium for any purpose other than for cricket and related activities which is aimed at the promotion of the game of cricket.
- 12.** KCA shall provide necessary personnel required for the daily upkeep and maintenance of the demarcated area at their cost. The personnel so engaged shall not have any claim whatever against the Vidyasala.
- 13.** KCA shall not, during the tenure of the MOU, transfer the right given under this MOU to any other person/association etc.
- 14.** KCA is permitted to find out sponsor for each event and shall be allowed to display the sponsor's name in temporary hoardings only. KCA shall not put up any permanent hoardings on the land.
- 15. (a)** The management of the Cricket Stadium shall vest with KCA which shall be under supervision of a Seven member Management Committee, three members nominated by KCA and three members nominated by Vidyasala and a Chairman. The Chairman of the said committee shall be the President of the Vidyasala.
- 15. (b)** The Term of office of the Committee shall be five years. The KCA and the Vidyasala shall nominate their nominees before the expiry of the term of office of the Committee.



KERALA CRICKET ASSOCIATION

T.C. Mathew
Honorary Secretary

Dr BANATANA DHARMA VIDYASALA
President
Board of Trustees

15. (c) KCA and the Vidyasala shall have the power to withdraw their respective nominee(s) and appoint new member(s) in their place, even before the expiry of the term of the nominee(s).

15. (d) The Committee shall appoint one among them as the Secretary.

15. (e) The Secretary shall issue notices for convening the meetings. He shall prepare a report on the working of the Committee and place before the Committee for their approval, half yearly. Such report approved by the Committee shall be forwarded to the KCA and Vidyasala within a period of one month.

16. It is further mutually agreed that all questions which may come before the said management committee at any meeting shall be decided by a majority of its members present and voting at the meeting and in the event of equal votes, the Chairman shall exercise a second or casting vote.

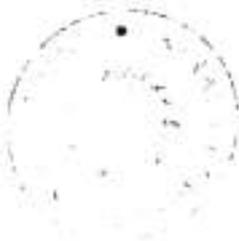
17. In the eventuality that this agreement needs to be terminated prematurely due to any reason, the matter will be referred to arbitrator(s) in accordance with the provisions of Arbitration and conciliation Act 1996 or any modification thereof. The arbitrator(s) shall be appointed by mutual consent of both parties. The award of the arbitrator(s) shall be final and binding on both the parties.

18. KCA, on completion of the project/works connected with the cricket stadium shall give a statement of cost incurred duly certified by a Chartered Engineer within one month of completion of the project to the Vidyasala. This will form the basis for cost consideration by Vidyasala to indemnify KCA, in the eventuality of any dispute leading to premature termination of the agreement.

19. Due notice with reasons for premature termination and sufficient opportunity should be given by the respective parties to the other.

20. KCA shall not have any ownership in the land, ground and other structures constructed herein during and after the expiry of the occupancy period. After the expiry of the term of **15 years** KCA shall hand over possession of the ground with structures and facilities to the Vidyasala, in as is where is condition and KCA shall not be entitled to any amount.

21. After the expiry of the agreement period, this MOU can be extended for further period on mutually agreed terms and conditions.



KERALA CRICKET ASSOCIATION

[Signature]

Dr. BANATANA DHARMA VIDYASALA 4 of 5
[Signature]
President
Board of Trustees

22. Any matter not covered by this MOU shall be discussed and decided by the Management Committee.

23. This MOU is prepared in duplicate in stamp paper. The original shall be kept with KCA and duplicate shall be kept by the Vidyasala.

SCHEDULE OF PROPERTY

2 Hectares and 75 ares situated in R.S No 607/1A3 and 607/9 of Pazhaveedu village in Alleppey Municipality in Alappuzha village in Ampalapuzha taluk.

BOUNDARIES

East: Old Commerce block premises

West: S D College premises

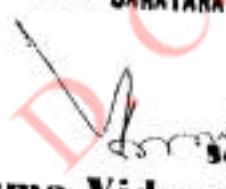
North: Houses belonging to individuals along the side of Alleppey Chanaganacherry Road

South: College Canteen Building and Women's Hostel Building.

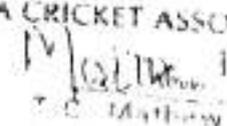
In witness whereof both the ~~first and second parties~~ have hereunto set their hands and signed this on the 21st day of November, 2009 at Pagoda Resorts, Alappuzha.

For SANATANA DHARMA VIDYABALA

S. Mahadevan
President
Sanatana Dharma Vidyasala
Alleppey


President
Board of Trustees

KERALA CRICKET ASSOCIATION


T. C. Mathew
Honorary Secretary
Kerala Cricket Association
Trivandrum

WITNESSES

1. **R. Remesh, 'Raju Nivas', Pazhaveedu P.O.,**
Alappuzha - 9

2. **Dr. S. Krishnakumar, 'Ardra', Kottamkulangara,**
Avalukunnu P.O., Alappuzha - 6




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CN 340234

MEMORANDUM OF UNDERSTANDING

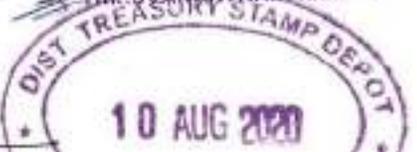
This Memorandum Of Understanding (MoU) is entered into at Thiruvananthapuram on This 28th day of September 2020 between SANATANA DHARMA COLLEGE, ALAPPUZHA College, having its registered office at hereinafter referred to as "CCEK sub-center" (which expression unless shall repugnant to the context be deemed to include its successors in office, administrators and assigns) of the First Part, Center for Continuing Education, Kerala having its registered office at Anathara Lane, Charachira, Kowdiar P.O., Thiruvananthapuram, Kerala-695003 and represented by its Director, hereafter referred to as "CCEK" (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 Pvt Ltd., (CIN U80902KL2007PTC021072) 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.

For SANATANA DHARMA COLLEGE

D.K. Kumar

PRINCE THOMAS
VENDOR No: 32
THRISSUR

DIRECTOR
CCEK
THIRUVANANTHAPURAM - 3



No: 3602
Sold to

Value Rs 100/-





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CN 340241

WHEREAS CCEK is established by Government of Kerala under the administrative control of Higher Education Department in the year 1998 vide G.O. (MS) No. 9/98/H.Edn. Dated 3/2/1998, with a primary objective such as, to impart need-based training to the unemployed youth of the State to increase their employability, to identify the employment potential areas and to conduct competency-based skill development programmes;

AND WHEREAS SANATANA DHARMA COLLEGE, ALAPPUZHA
, is a Govt/ Aided Polytechnic/Engineering/Arts & Science College/VHS School in the state of Kerala and a registered sub-centre of CCEK with Register No. CE/A/42/15.....

For SANATANA DHARMA COLLEGE

D. K. Kumar



PRINCE THOMAS
 VENDOR No: 32
 THRISSUR



10: 3609
 old to

Value P 100/-

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 [Pradhan Mantri Koushal Vikas Yojna] in various constituencies across India and ASAP (Additional Skill Acquisition Programme) Training Partner accredited by Higher Education and General Education departments, Govt. of Kerala.

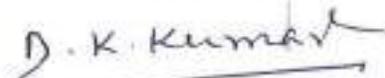
AND WHEREAS Government vide GO (Rt.) No. 1209/14/H.Edn. dated 17/6/2014 has accorded sanction to the Director, CCEK to restructure all parameters of the courses including Governing Conditions, Control, Curriculum, Fee Structure, Revenue Share of all existing and new courses conducting by CCEK directly, through its sub-centres, through affiliation and the Industry Institute Linkage Programme and directed CCEK to forward the same in the form of a prospectus.

AND WHEREAS Government vide GO(Rt.) No. 3229/16/H.Edn. Dated 25/11/2016 has approved the prospectus/guidelines for admission to the courses offered through the Continuing Education sub-centres. The GO stipulates that the Administrative/Academic control of all courses shall be vested with CCEK and the sub-centres/NSDC Training Partner shall not conduct courses without the prior approval of the Centre for Continuing Education Kerala.

AND WHEREAS CCEK has decided to empanel National Skill Development Training Partner [NSDC Training Partner] for appointment as the Coordination

And implementation of CCEK-NSDT Programmes of CCEK and accordingly invited Expression of Interest vide notification No. CE(C)/6232/2016 dated 13/10/2016 published in the news dailies "The Hindu" dated 21/10/2016, "Malayala Manorama" dated 21/10/2016 and the web-site of CCEK

For: SANATANA DHARMA COLLEGE


MANAGER


DIRECTOR
CCEK
THIRUVANANTHAPURAM - 3



AND WHEREAS different companies, has submitted their Expression of Interest as prescribed in the notification for EoI document, an Expert Committee had scrutinized and evaluated the documents. The project reports submitted by each company was scrutinized and recommended for selection of NSDC Training Partner, as the Nodal Training Partner of CCEK for organizing various Skill Development Training Programmes throughout the State for and on behalf of Centre for Continuing Education, Kerala;

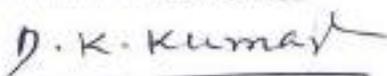
AND WHEREAS Centre for Continuing Education, Kerala has decided to appoint and associate with NSDC Training Partner as the Nodal Training Partner for organizing various Skill Development Training Programmes of CCEK across the State and in order to deliver a high quality curricula in concurrence with the National Skill Development Corporation for and on behalf of Center for Continuing Education, Kerala;

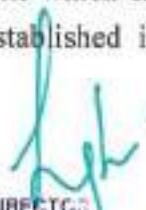
AND WHEREAS, Government have accorded sanction to execute the MoU between the CCEK and NSDC Training Partner, vide GO (RT) No.568/2017/H Edn, dated 27.03.2017 & 451/2020/H Edn dated, 17.03.2020.

AND WHEREAS CCEK Sub center in association with CCEK 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 CCEK/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 CCEK NSDT Programme.

AND WHEREAS CCEK, as part of its constant endeavor to strengthen technical and job-oriented education in the State of Kerala, has decided to organize various courses under Industry Institute Linkage Programme in association with an NSDC Training Partner and course is approved by Government as the one which can be offered to the students by CCEK through its selected sub-centres established in the State of Kerala from the academic year 2020-2021.

For SÁVATANA DHARMA COLLEGE


MANAGER


DIRECTOR
CCEK

THIRUVARANTHAPURAM - 3



AND WHEREAS CCEK has developed a methodology for the conduct of the programme in association with NSDC Training Partner as defined below:

COURSE METHODOLOGY: The Course will be conducted by CCEK through its sub-Centre's in linkage with NSDC Training Partner as the Nodal Facilitation Support Partner for implementing the activities necessary for imparting vocational training to the students. The entire duties and responsibilities of imparting vocational training to students in connection with the conduct of the skill development programs through its sub-Centre's all over Kerala will be done by the three stake holders mentioned below:

- (1) Centre for Continuing Education Kerala (CCEK),
- (2) Sub-Centre's of CCEK
- (3) NSDC Training Partner

AND WHEREAS NSDC Training Partner has consented to associate with CCEK as the Nodal Facilitation Support Partner as per mutually agreed terms and conditions. Centre for Continuing Education Kerala (CCEK), its Sub-CentreSANATANA DHARMA COLLEGE, ALAPPUZHA..... and NSDC Training Partner hereby agree to record their understanding and to agree to carry out the roles and responsibilities defined at ANNEXURE I attached to this MoU in the conduct of the Skill Development Training Programs of CCEK/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 CCEK NSDT Programme.

Now the parties, CCEK, its Sub-CentreSANATANA DHARMA COLLEGE, ALAPPUZHA..... and NSDC Training Partner have come to an understanding for the conduct of various Skill Development Programs as follows:

For SANATANA DHARMA COLLEGE

D. K. Kumar
MANAGER

[Signature]
DIRECTOR
CCEK
THIRUVANANTHAPURAM - 3

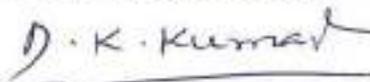


1. The roles and responsibilities of each of the three parties in the conduct of the course will be governed as in **ANNEXURE I** attached to this MoU.
2. The conditions on eligibility for admission to the course, duration of the course, course fee and the mandatory reservation policy will be as per the conditions approved vide GO(Rt.) No. 3229/2016/H.Edn. Dated 25/11/2016.
3. A minimum intake of 25 students per batch in each sub-centre is expected for the course.
4. The sub-centres can commence the course with the support of NSDC Training Partner on executing this MoU and the minimum number of students is admitted to the course.
5. The Syllabi for the Skill Development Programs will be as prescribed by CCEK/NSDC.
6. Rules and Regulations for the examination and promotion of students for the course will be governed as prescribed in **ANNEXURE II** attached to this MoU.
7. The Financial Arrangements between the parties will be governed as per the conditions approved vide GO (Rt.) No. 3229/2016/H.Edn. Dated 25/11/2016.
8. Revenue Sharing Pattern.

	CCEK SUB CENTER SHARE	CCEK SHARE	NSDC TRAINING PARTNER
Case 1: If the Sub Center provide theory and lab facilities for the training.	30% of the total course fee collected from the student	15% of the total course fee collected from the student	55% of the total course fee collected from the student
Case 2: If the Sub Center provides theory class room facility and NSDC Training Partner provides Lab Facilities for the training.	15% of the total course fee collected from the student	15% of the total course fee collected from the student	70% of the total course fee collected from the student
Case 3: If NSDC Training Partner provides both theory and lab facilities for the training	10% of the total course fee collected from the student	15% of the total course fee collected from the student	75% of the total course fee collected from the student

9. The due share of the fee collected from students should be remitted to the accounts of both CCEK and NSDC Training Partner on time through DD or Electronic Transfer by the CCEK Sub Center as per the revenue sharing pattern mentioned above.
10. The revenue sharing ratio for Govt. projects shall be depended on mutually agreed terms and conditions between CCEK, CCEK Sub Center & NSDC Training Partner.
11. The following arrangements will also be operative between the CCEK, Sub- centres and NSDC Training Partner:
 110. In the event of any financial loss suffered by any of the three parties on account of the implementation of the project, the financial liability will be limited to extent of the rates agreed at the financial arrangements of this MoU.
 111. CCEK or the sub-centre will not be responsible for any loan/liability availed by NSDC Training Partner for executing this project.
 112. CCEK will not be responsible for any violation or infringement of copyright act or usage of any unauthorized software by NSDC Training Partner for implementation of the project.
 113. CCEK shall have the right to modify the curriculum, semester planning, academic scheduling and all other necessary proceedings regarding the conduct of courses, if it deems fit. Any changes if so made will be communicated to NSDC Training Partner.
 114. CCEK shall have the right to nominate and depute a competent person/ subject expert to verify and scrutinize the proper conduct of the course and the NSDC Training Partner shall provide ample opportunity for the person so deputed to carry out the assignment.

For SARATHANA DHARMA COLLEGE

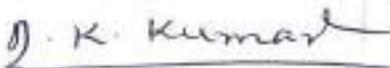

MANAGER

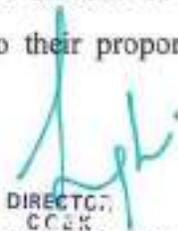

DIRECTOR,
CCEK
THIRUVANANTHAPURAM - 3



- 115 NSDC Training Partner shall be bound to furnish and provide all the necessary information sought by CCEK to enable the smooth conduct of the courses.
- 116 The NSDC Training Partner shall ensure that quality training is provided to all the beneficiaries and their responsibilities as envisaged in this MoU are fulfilled during the course of validity of the MoU.
- 117 Any necessary directions and suggestions given by CCEK from time to time for the successful conduct of the courses shall be strictly adhered by NSDC Training Partner and Sub-Centre's and any reports sought for regarding any matter shall be given in due time by NSDC Training Partner and Sub-Centre's.
- 118 CCEK and NSDC Training Partner shall obtain prior written consent from the other parties for the use of its name in any matter other than specifically mentioned in this MoU.
- 119 In case the course is offered at the premises arranged by NSDC Training Partner as agreed by the Sub-Centre, NSDC Training Partner shall place a name board as per the specifications prescribed by CCEK mentioning the premises as the NSDC-CCEK Skill Development Resource Centre.
12. **GST:** In any case the programme falls in the ambit of GST, 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 GST should be paid by each and every stake holder according to their proportionate share of revenue.

For SANATANA DHARMA COLLEGE


MANAGER


DIRECTOR,
CCEK
THIRUVANANTHAPURAM - 3



13 The association between Centre for Continuing Education (CCEK), Continuing Education Sub-centre at ... SANATANA DHARMA COLLEGE, ALAPPUZHA ... and NSDC

Training Partner for conducting the Skill Development Programs shall be provided through a **Project Evaluation Committee (PEC)** comprising the following:

- | | | |
|--|---|----------|
| Director, CCEK | - | Chairman |
| Managing Director, NSDC Training Partner | - | Member |
| Project Coordinator, CCEK | - | Member |
| Project Coordinator, NSDC Training Partner | - | Member |
| An academic expert nominated by CCEK | - | Member |

- a The Project Coordinator, CCEK and the Academic Expert member will be nominated by the Director, CCEK and the Project Coordinator, NSDC Training Partner will be nominated by the Managing Director, NSDC Training Partner whose main responsibility will be to execute and coordinate all activities mentioned in the MoU,
- b The Project Evaluation Committee shall meet at least on a quarterly basis and review the progress of the project and take remedial action if found necessary.

14 Any change in the terms and conditions of this MoU should be effected only through mutual agreement of both the parties as decided by the Project Evaluation Committee and shall be shall be made in writing and executed by both CCEK and NSDC Training Partner.

For SANATANA DHARMA COLLEGE

J. K. Kumar

MANAGER

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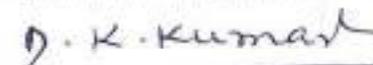
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DIRECTOR
CCEK

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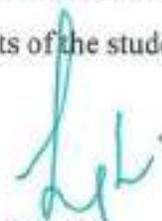


15. **SETTLEMENT OF DISPUTES:** In case of any dispute/difference of opinions in respect of any of the above clauses including its interpretation thereof, the matter will be submitted for a decision of a committee comprising of the Director, CCEK and the Managing Director, NSDC Training Partner. The decision of the Committee on any or all of the matters thereof shall be final and binding on both the parties. But if the dispute is not settled within 30 days, the dispute can be referred to Government for settlement and if not settled be referred to arbitration and conciliation as per the Arbitration & Conciliation Act 1996. All disputes /legal issues arising of this MoU or with regard to the clauses in this MoU shall be determined/adjudicated by the courts having jurisdiction in Thiruvananthapuram only.
16. **VALIDITY OF THE MoU:** The validity of MoU shall be effective for a **Period of 02(Two) Years** from the date of Execution.
17. However it shall be within the rights of all parties to cancel this MoU for the reason proved violation of any of the clauses of this agreement after giving due notice of such violation. All notices shall be served on the addresses of the parties by respective parties 03 calendar months in advance. However, such cancellation shall be given effect to only after all the three parties mutually ensure that all steps have been taken to protect the interests of all the three parties up to the date of cancellation and also the interests of the students admitted to the courses.

For SANATANA DHARMA COLLEGE


MANAGER

THIRUVANANTHAPURAM - 3


DIRECTOR
CCEK



18. This Memorandum of Understanding shall be executed in three originals and one each shall be retained by CCEK, SANATANA DHARMA COLLEGE, ALAPPUZHA and NSDC Training Partner.

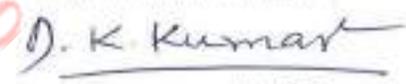
19. We the parties of the Memorandum of Understanding set our hands to this deed on this the 28th day of September 2020.

Signed on behalf of CCEK.


DIRECTOR
CCEK
THIRUVANANTHAPURAM - 3

Signed on behalf of Sub-Centre

FOR SANATANA DHARMA COLLEGE


MANAGER

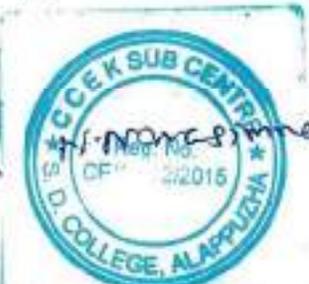
Signed on behalf of NSDC Training Partner



NSDC
TRAINING PARTNER
Education Kerala
Pin - 680 001

In the presence of witnesses:

1. 

2. 

CCEK SUB CENTRE
Sanatana Dharma College, Alappuzha
CF No. 2/2016

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SUBHRA
COORDINATOR (C)
CR Programme

2. 

BEKHA.MI
PA to Director.

D. K. Kumar

ANNEXURE I

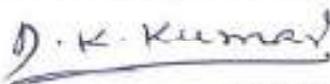
CENTRE FOR CONTINUING EDUCATION KERALA
ROLES AND RESPONSIBILITIES OF CCEK, SUB-CENTRES AND THE
NSDC TRAINING PARTNER IN CONDUCTING COURSES

A. ROLES AND RESPONSIBILITIES OF CCEK

- 1.0 CCEK will ensure the uniformity of the course in all its sub-centres regarding
- i. Syllabus
 - ii. Course fee
 - iii. Duration
 - iv. Exam pattern
 - v. Certification
- 2.0 CCEK will decide the sub-centres in which the course is to be conducted and inform the same to the NSDC Training Partner with which the linkage is established.
- 3.0 CCEK will send programme guidelines to the identified sub-centres for offering the course, as and when found necessary.
- 4.0 CCEK will arrange to do press releases for publicity about the course, after identifying the sub-centres in which the course is to be offered.
- 5.0 CCEK will arrange to print application forms and make it available to students in all sub-centres free of cost and also make it available for downloading from the websites of CCEK.
- 6.0 CCEK will arrange to provide Call Centre Facility to answer all the queries regarding the course.
- 7.0 CCEK will arrange to print identity card, fee card, etc. For the course and issue the same to the candidates registered for the course at the respective sub-centres.
- 8.0 CCEK will arrange to evaluate the feedback and the reports regarding the course, from the students and sub-centres and suggest corrective measures to NSDC Training Partner or Sub-Centres wherever necessary.

- 9.0 CCEK will arrange to allot a Unique Register Number to all the students admitted to the course.
- 10.0 CCEK will arrange the required staff for monitoring the quality and coordination activities for the conduct of the course, which includes state coordinator, district coordinators, call centre executives, data entry operators etc.,
- 11.0 CCEK 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 and sub-centres.
- 12.0 CCEK will arrange to prepare, update and upload a question bank for the guidance of the students for getting prepared for the examination.
- 13.0 CCEK will arrange to conduct examinations in the sub-centres at regular time period, which include the following:
- Conduct Online Examination
 - Sending results to various sub center authorities.
 - Printing and distribution of certificates to the successful students (*through the sub centers within 30 days of publishing results of the examination*).
- 14.0 There will be a Board of Examination under CCEK with a Controller of Examination, a Joint Controller of Examination and a Convener. The Director, CCEK will be the Appellate Authority in case any dispute arises with regard to the examination.
- 15.0 CCEK will arrange to develop a Web Portal for the smooth conduct of Continuing Education Programmes with provisions for information regarding the Training Programme, On-line Monitoring, Examination, Placement Assistance, Students Grievance Redressal etc

For SANATANA DHARMA COLLEGE


D. K. Kumar

MANAGER


DIRECTOR
CCEK

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B. ROLES AND RESPONSIBILITIES OF SUB-CENTRES

- 1.0 The sub-centre will provide press release/ Class Room Circulars /Notifications for Admission as per the guidelines of CCEK.
- 2.0 The sub-centre will issue / distribute the application forms for the programme supplied by CCEK.
- 3.0 The sub-centre will provide the necessary support for the conduct of the course in accordance with the guidelines of CCEK.
- 4.0 The sub-centre will maintain proper records of the students admitted to the course and for the collection of fee in accordance with the guidelines issued by CCEK and be made available to CCEK and NSDC Training Partner as and when requested.
- 5.0 The sub-centre will prepare a consolidated report on the applications with eligibility/community certificate collected and forward to CCEK as and when required.
- 6.0 The sub-centre will ensure that the candidates selected for the course possess the required minimum qualification prescribed. The sub-centre will admit the students as per the criteria prescribed by CCEK.

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7.0 The sub-centre will collect the fee amount and forward the proportionate amount of fee, after retaining their share as fixed at the Financial Arrangements approved by Government, to CCEK and NSDC Training Partner by a Cheque/Demand Draft on or before the 10th working day of every month based on the fee collected as on last working day of the previous month.

8.0 The sub-centre has the discretion to collect the fee in installments. *Proper care should be taken to avoid any loss on account of this.*

9.0 The sub-centre shall maintain all proper records about the course programme which includes:

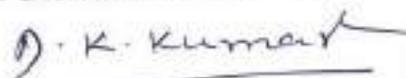
- a. Students Register (format specified by CCEK)
- b. Application forms
- c. Photo of each student
- d. Attested copy of eligibility certificate (*proof of qualification & Date of Birth*)
- e. Community certificate (if necessary for reservation)
- f. Attested copies of Ration Card (if necessary for BPL reservation)
- g. Attendance Registers (in liaison with NSDC Training Partner)
- h. Fee Registers (format specified by CCEK)

C. ROLES AND RESPONSIBILITIES OF THE NSDC TRAINING PARTNER

1.0 The NSDC Training Partner concerned shall be the Nodal Facilitation Support Partner for the conduct of the identified courses of CCEK/NSDC.

2.0 The NSDC Training Partner concerned shall commence the course at the sub-centre after getting confirmation from CCEK.

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- 3.0 The front end promotion of the linkage programme shall be done by the NSDC Training Partner with the consent of the sub-centre.
- 4.0 The NSDC Training Partner shall provide necessary support such as counseling and supporting materials for the promotion of the course with the consent of sub-centre.
- 5.0 The NSDC Training Partner shall make necessary advertisements for the course.
- 6.0 The NSDC Training Partner shall provide all the necessary support for the delivery of the course to the students admitted in accordance with the guidelines issued by CCEK and keeping the quality of the training.
- 7.0 The NSDC Training Partner shall provide the medium of instruction in all the theory and practical subjects of training in English & Malayalam.
- 8.0 The NSDC Training Partner shall arrange the required number of qualified and competent teaching faculty in each sub-centre for the conduct of the course according to the guidelines issued by CCEK. Those found competent by the Resource Screening Committee alone will be allowed to handle the classes in the sub-centres.
- 9.0 The NSDC Training Partner shall also ensure that state-of art facility is provided for the implementation of the course wherever necessary.
- 10.0 The NSDC Training Partner shall make necessary arrangements for providing alternate arrangements for the classes in case the faculty responsible happens to be on leave on a particular day.

11.0 The NSDC Training Partner shall make arrangements for the conduct of practical examination at the sub-centre as per the guidelines and instructions of CCEK.

12.0 The NSDC Training Partner shall maintain all proper records about the course programme which includes

- a. Internal Marks
- b. Students Performance Tracking Sheets (format specified by CCEK)
- c. Staff Attendance Register (format specified by CCEK)
- d. Exam Registers (format specified by CCEK)
- e. Faculty Log book (format specified by CCEK)
- f. Any other details if necessary

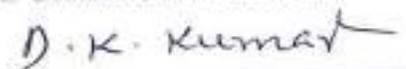
13.0 All the details about the conduct of the course shall be prepared by NSDC Training Partner in accordance to the guidelines issued by CCEK and made available to CCEK as hard copy when requested.

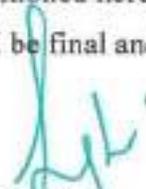
14.0 The NSDC Training Partner shall support CCEK for conducting examination at the sub-Centre which includes:

- Support for on-line registration facility of students for examination Collection
- of fee for regular/supplementary exam as per the guidelines of CCEK
- Printing and distributing hall-tickets to the students
- Make necessary arrangements for conducting the examination, theory as well as practical.

Any other details not specifically mentioned herein will be decided by the Director, CCEK and the decision will be final and binding to all the parties.

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15.0 The NSDC Training Partner shall make arrangement for the integration of CCEK-NSDT Program to National Occupational Standards by mapping the program into Qualification Packs of NSDC in the relevant sector if applicable.

16.0 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.

17.0 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.

18.0 It is the responsibility of NSDC Training Partner to issue the required course materials to students at a nominal additional cost if necessary

For SANATANA DHARMA COLLEGE

D. K. Kumar

MANAGER



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ANNEXURE II

CENTRE FOR CONTINUING EDUCATION KERALA RULES AND REGULATIONS FOR EXAMINATION AND PROMOTION FOR THE COURSES

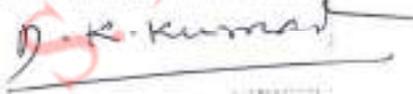
- 1) The duration of the course is as mentioned in the prospectus.
- 2) The minimum qualification prescribed for admission is SSLC.
- 3) There will be an examination for theory (Online) and practical subjects as per the notification issued by CCEK from time to time. The examinations will be conducted by CCEK.
- 4) Minimum attendance required for a candidate to register for the examination is 70%.
- 5) Shortage of attendance up to 15% can be condoned in deserving cases on payment of prescribed condensation fee of Rs.200/- on the recommendation of the sub-Centre. *Condonation fee from the students will be collected by the sub-Centre concerned and forwarded to the Director, CCEK by DD payable at Thiruvananthapuram in lump sum with the details of the candidates registered for the examination.*
- 6) The details regarding registration for the examination and fee to be remitted will be published in the examination notification.
- 7) No candidate will be allowed to register for examination in piecemeal. If in any case this happens, registration shall automatically be cancelled at any stage of the process of the examination. The Board of Examination has the discretionary power to relax the condition in exceptional cases, if found necessary.
- 8) Each candidate is entitled for three chances to pass the examination, including the regular within a period of 2 Years after the registration for the first examination. The Board of Examination has the discretionary power to relax the condition in exceptional cases, if found necessary.

- 9) A minimum of 35% marks in theory and practical is required to pass in each subject.
- 10) There will be 5 classifications of passed candidates in the following grading system.

35 to 50%	C
51 to 65 %	B
66 to 80%	B+
81 to 90%	A
91 to 100%	A+

- 12) Total marks secured by a candidate in all the subjects of study put together will be the criteria for classification of the successful candidates.
- 13) Revaluation for theory papers is done on application addressed to the Director, CCEK within 15 days of the publication of the results, along with revaluation fee of Rs. 100/- per paper. In case CCEK decides to conduct the theory examination on-line, there will be no revaluation.
- 14) There will be no revaluation for practical.
- 15) Any other details not specifically mentioned herein will be decided by the Director, CCEK and decision will be final.

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