



കേരളം KERALA

BM 579656

MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding (MoU) is entered into at Thiruvananthapuram on this 21st day of April, 2017 between

Govt. College, Nedumangadu


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.


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DIRECTOR
CCEK
THIRUVANANTHAPURAM




PRIYA S NAIR
Stamp vendor
Sasthamangalam



R.100/-
Director
CCEK
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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

..... 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.

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PRIYA S. NAIR
Stamp Vendor
Sasthamangalam



No. 1120
21.4.17

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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;


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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.

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 endeavour to strengthen technical and job-oriented education in the State of Kerala, has decided to organise 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 2017-2018.


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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-Centre 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-Centre and NSDC Training Partner have come to an understanding for the conduct of various Skill Development Programs as follows:

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


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- 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


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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:
 - 11.0 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.
 - 11.1 CCEK or the sub-centre will not be responsible for any loan/liability availed by NSDC Training Partner for executing this project.
 - 11.2 CCEK will not be responsible for any violation or infringement of copyright act or usage of any unauthorised software by NSDC Training Partner for implementation of the project.
 - 11.3 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.
 - 11.4 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.
 - 11.5 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.


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- 11.6 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.
- 11.7 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.
- 11.8 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.
- 11.9 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. **SERVICE TAX:** In any case the programme falls in the ambit of service tax, 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 Service Tax should be paid by each and every stake holder according to their proportionate share of revenue.


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13. The association between Centre for Continuing Education (CCEK), Continuing Education Sub-centre at 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 made in writing and executed by both CCEK and NSDC Training Partner.

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


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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 initially for a period of 03(Three) years from the date of signing which may be extended for such periods as mutually agreed upon by CCEK,
..... and NSDC Training Partner.

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.

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


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19. We the parties of the Memorandum of Understanding set our hands to this deed on this the day of 2017.

Signed on behalf of CCEK


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Signed on behalf of Sub-Centre


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Signed on behalf of NSDC Training Partner



NSDC
TRAINING PARTNER
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690 001

In the presence of witnesses:

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Dr. Gilderson R. S.
Centre manager

1


SUBTHIR N
State co-ordinator
for CA Program

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2


Alfred Wilson
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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-centers 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


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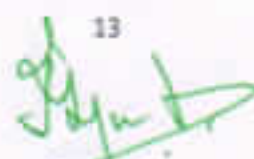

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NSDC Training Partner or Sub-Centres wherever necessary.

- 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.


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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.
- 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


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- 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.
- 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.


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- 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.
- 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.


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- 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.


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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 lumpsum 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


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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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