

കേരളം केरल KERALA 00AA 776597 MEMORANDUM OF UNDERSTANDING

Preamble

The purpose of this MoU is to mutually establish the terms and conditions of skilling programs and the rights of both the parties. This Memorandum of Understanding (hereinafter referred to as "MoU") is entered into on 22nd June, 2022 ("Execution Date") at Chavara, Kollam, Kerala.

Party 1: Indian Institute of Infrastructure and Construction (IIIC), Kollam

IIIC is a state of the art skilling institution in Kerala, which caters to the upskilling needs of infrastructure and construction industry. The institution is a joint venture between Uralungal Labour Contract Cooperative Society Limited (ULCCS) and Kerala Academy for Skills Excellence (KASE), a Government of Kerala Enterprise. IIIC is a Centre of Excellence initiated by KASE. The Government of Kerala has set up KASE, a non-profit company as the nodal agency for facilitating and coordinating various skill development

initiatives of the state.

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ADMA SURESH, Ph.D.

Its primary objective is skilling the young work force of Kerala and elevating their skills to global standards for employment in India and abroad. IIIC envisions to be a leading global skill development institution contributing to nation-building. IIIC is located near Chavara Bridge, AMC, Puthanthura Post,Neendakara – 691582, Kollam, Kerala, India. Hereafter called as "IIIC" for the purpose of this document, being the Party of the First Part.

Party 2: Baselios Mathews II College of Engineering, Sasthamcotta, Kollam

Baselios Mathews II College of Engineering (BMCE) is named after its founder, the late H H Moran Mar Baselios Marthoma Mathews II, the sixth Catholicons of the East and the Malankara Metropolitan of Malankara Orthodox Church. He was also the first Chairman of the institution. This renowned college is managed by Dr. C T Eapen Trust under Malankara Orthodox Syrian Church. The institution started functioning in 2002 with the monumental objective of promoting academic excellence and competence in students, especially in the fast-growing global domain of Engineering and Technology. Located in the picturesquely beautiful Muthupilakadu in Sasthamcotta in the Kollam district of Kerala, the college stands out for its magnificent buildings and ultra-modern Infrastructure; a fascinating blend of architectural excellence and functional values. Affiliated to the University of Kerala and later to APJ Abdul Kalam Technological University, this self-financed institute currently provides 6 AICTE-approved UG courses and 1 PG course. College accredited with NAAC With B+ Grade and awaiting For NBA result.

Hereafter called as "College" for the purpose of this document, being the Party of the Second Part.

Abbreviations Used

- 1. AICTE: All India Council for Technical Education
- 2. CEPT: Cambridge English Placement Test
- 3. CSDCI: Construction Skill Development Council of India

4. FIP: Faculty Immersion Program

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PRINCIPAL

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- 5. GoK: Government of Kerala
- 6. GoI: Government of India
- 7. IIIC: Indian Institute of Infrastructure and Construction
- 8. IELTS: International English Language Testing System
- 9. KASE: Kerala Academy for Skills Excellence
- 10. NSDC: National Skill Development Corporation
- 11. OET: Occupational English Test
- 12. PECC: Professional Engg Certificate Course (Specialisation)
- 13. PGD ACM: Post Graduate Diploma in Advanced Construction Management
- 14. PGD UPDM: Post Graduate Diploma in Urban Planning, Design and Management
- 15. PGD IDC: Post Graduate Diploma in Interior Design and Construction
- 16. PGD: Post Graduate Diploma
- 17. SPOC: Single Point of Contact
- 18. ULCCS Ltd.: Uralungal Labour Contract Cooperative Society Ltd.

Scope & Validity of MoU

- Academically focussed and eligible students who have successfully enrolled in their fifth semester in the College, are eligible to enrol in a Dual Certification Program offered by IIIC in hybrid mode. The programme gets completed in less than six months from finishing of their 8th semester and leads to the awarding of PGD subsequent to the acquisition of B.Tech
- 2. Students from the College who enrol for Dual Certification Program leading to PGD courses could avail industry internship and placement support from IIIC.
- 3. Organising Faculty Immersion Programs with the objective of providing construction industry exposure for the faculty of the College.
- 4. Technical staff, faculty and students of the College could enrol for various short courses/programs offered at IIIC.
- 5. Organising customised internship programs for the students from the College.
- 6. Facilities available for limited number of students of College for their academic project works on a subsidised fee.
- 7. Sharing the expertise of faculty, infrastructure and facilities for special needs on mutually agreeable terms and conditions.

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- 8. Insurance and legal matters
- 9. This MOU is valid for a period of 3 years (three years) from the date of signing.

Roles and Responsibilities of College

- 1. Ensure the timely remittance of fees by students.
- 2. Provide list of technical staff, faculty and students well in advance for registration and enrolment for all programs they intend to attend.
- 3. College must provide list of participants in advance for Faculty Immersion Programs, resource sharing and use the facilities at IIIC. The processing of these programs will be jointly decided according the requirements.
- 4. College will nominate a SPOC and Mentor for the smooth co-ordination and implementation of this purpose.
- 5. SPOC of the College must ensure regular contact with IIIC to get feedback about academic performance, food and accommodation, internship, placement support for the enrolled students from the College for various programs.
- 6. Mentor from College must ensure the proper way of conduct and discipline of their wards while at IIIC.
- 7. Personal accident/life insurance coverage of the students shall be the responsibility of the College.
- 8. The College shall ensure the payment of compensation by the student for any incidental damage caused to the facilities provided by IIIC during the program.

Roles and Responsibilities of IIIC

- 1. Arrange internships and placement support for students enrolled in the Dual Certification Program leading to PGD.
- 2. Timely communication related with fees, schedule and other changes that may occur for the program.
- 3. Facilitate the enrolment of faculty and technical staff from the College for skill courses offered by NSDC and Sector Skill Council.
- 4. Communicate details of Faculty Immersion Program, resource sharing and available facilities.

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- 5. Arrange hostel facilities for students from the College.
- 6. Communicate safety measures to be followed during the program.
- 7. IIIC will nominate a SPOC for co-ordination with College.

Shared Responsibility of College and IIIC

 Usage of logo and brand name by one party for all promotional purposes shall be made only with the prior consent of the other party.

Confidentiality

- During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- 2. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - a. Is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party
 - b. Is already known or become known to the receiving party
 - Is received from a third party having no obligations of confidentiality to the disclosing party,
 - d. Is independently developed by the receiving party; or
 - e. Is required to be disclosed by law or court order

Non-Exclusivity

The relationship of the parties under this MoU shall be non-exclusive and both parties, including their affiliates, subsidiaries, and divisions, are free to pursue other agreements or collaborations of any kind.

Dr. L. PADMA SURESH, Ph.D

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Terms of Agreement and Termination

This MoU, unless extended by mutual written agreement of the parties, shall expire in three years with effect from the date of signing the MoU. This MoU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MoU upon 60 days after prior written notice to the other party. Confidentiality clause as referenced above, or any other agreement entered into pursuant to this MoU, which obligations shall survive any such termination.

Relationship

Nothing in this MoU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

Assignment

It is understood by the parties herein this MoU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this MoU, or rights or obligations arising hereunder, either wholly or in part, to any third party.

Jurisdiction

Any dispute arising from all this MoU shall be resolved in the Kollam jurisdiction.

Costs of the MoU

Each party shall bear the respective costs of carrying out the obligations under this MoU.

Signed in Duplicate

This MoU is executed in duplicate with each copy being an official version of the agreement and having equal legal validity.

By Signing Below, the parties, acting by their duly authorized officers, have caused this MoU to be executed, effective as of the day and year first above written.

Dr. L. PADMA SURESH, Ph.D.

COLLEGE OF ENGINEERING SASTHAMCOTTA, KOLLAM-690 520

On Behalf Of	On Behalf Of
Indian Institute of Infrastructure and Construction, Kollam.	Baselios Mathews II College of Engineering,Sasthamcotta,Kollam
Signature:	Signature:
Name: Prof.(Dr.) B. Sunil Kumar	Name: Prof. Dr.L Padma Suresh
Title: Director	Title: Principal
Date: 22-06-22	Date: 22 6 22
Stamp	Dr. L. PADMA SURESH, Ph.D. PRINCIPAL BASELIOS MATHEWS II COLLEGE THE ENGINEERING SASTHAMCO TO LOCAL MAY 690 520
Witness:	Witness:
Signature:	Signature:
Name: Raghovan. K	Name: Vich vilm.
Designation: Deputy Director	Designation: Dear, Crrphalti-
Organisation: IIIC	Organisation: 3mil