



01/11/22 060712

കേരളം KERALA

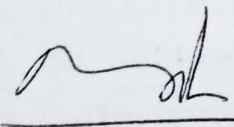

MEMORANDUM OF UNDERSTANDING

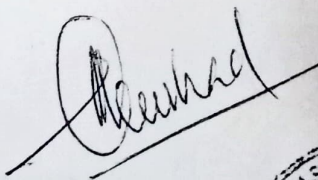
**Preamble**

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 6<sup>th</sup> May 2022 ("Execution Date") at Chavara, Kollam, Kerala.

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

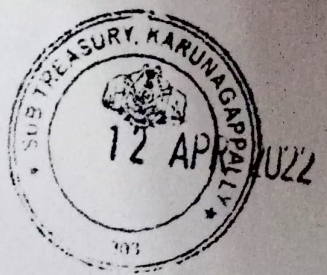
IIC is a state of the art skilling institution in Kerala, which caters to the upskilling needs of infrastructure and construction industry. The institution is a joint venture between Uralungal Labour Contract Cooperative Society Limited (ULCCS) and Kerala Academy for Skills Excellence (KASE), a Government of Kerala Enterprise. IIC 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.



1215 Rs.50 Director  
 04.2022 Indian Institute of Infra-  
 structure and Construction  
 Chavara.

കേരള സർക്കാർ  
 മന്ത്രിയുടെ കാര്യാലയം



Its primary objective is skilling the young work force of Kerala and elevating their skills to global standards for employment in India and abroad. IIC envisions to be a leading global skill development institution contributing to nation-building. IIC is located near Chavara Bridge, AMC, Puthanthura Post, Neendakara – 691582, Kollam, Kerala, India.

Hereafter called as “IIC” for the purpose of this document, being the Party of the First Part.

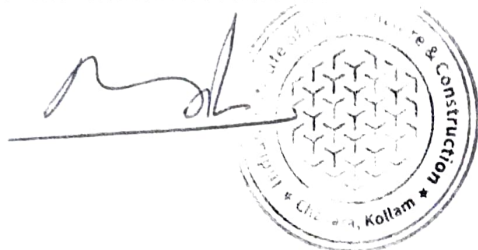
**Party 2: KMEA Engineering College (KEC), Edathala, Aluva.**

KMEA Engineering College (KEC) was established in 2002 under the management of Kerala Muslim Educational Association, a charitable trust. It is approved by All India Council for Technical Education (AICTE) and affiliated to APJ Abdul Kalam Technological University. This is one among the four ventures in the educational field under the auspices of KMEA Charitable trust. The college is located at a scenic and serene place close to industrial belt of Ernakulum district. The College is accredited by NAAC with B+ grade. Further KEC has obtained 64th rank in all India ARIIA ranking conducted by Ministry of Education, Government of India and 5 star rating in the IIC rating conducted by MHRD, Government of India. KMEA has an incubator and E Yantra lab in association with IIT Bombay, to its credit.

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
5. GoK: Government of Kerala
6. GoI: Government of India
7. IIC: 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**

1. 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 8<sup>th</sup> 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.
8. Insurance and legal matters
9. This MOU is valid for a period of 3 years (three years) from the date of signing.

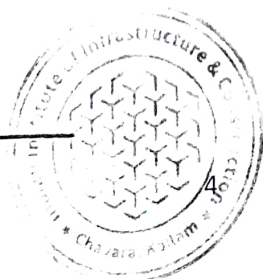
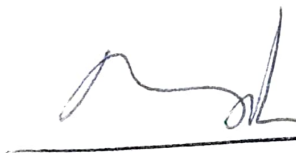


## **Roles and Responsibilities of College**

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 IIC. 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 IIC 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 IIC.
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 IIC during the program.

## **Roles and Responsibilities of IIC**

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.
5. Arrange hostel facilities for students from the College.



6. Communicate safety measures to be followed during the program.
7. IIC will nominate a SPOC for co-ordination with College.

### **Shared Responsibility of College and IIC**

1. 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**


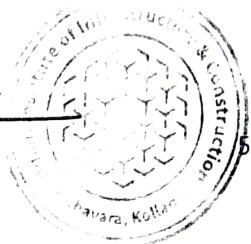
1. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by 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
  - c. 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.

### **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.

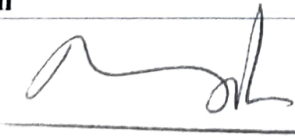
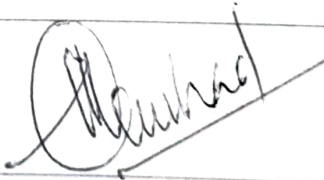
### **Costs of the MoU**

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.

| <b>On Behalf Of</b>  | <b>On Behalf Of</b>   |
|--|---|
| <b>Indian Institute of Infrastructure and Construction</b>                                     | <b>KMEA Engineering College</b>   |
| Signature:  | Signature:  |
| Name: Prof. (Dr.) B. Sunil Kumar   | Name: Dr. Amar Nishad T.M.  |





|  |   |
|--|---|
| Title: <b>Director</b>   | Title: <b>Director and Principal</b>  |
| Date: 06.05.2022   | Date: 06.05.2022  |
| Stamp<br>   | Stamp   |
| Witness:   | Witness:  |
| Signature:  | Signature:  |
| Name: Dr. Cini A   | Name: Dr. Bijesh Paul   |
| Designation: HDD, civil and Architecture   | Designation: AOD, Mechanical Engg.  |
| Organisation:  | Organisation: KTRP Engineering College  |

  
\_\_\_\_\_

  
\_\_\_\_\_