

### **6.5.3 QUALITY ASSURANCE INITIATIVES OF THE INSTITUTION**

#### **INCLUDE:**

#### **Collaborative quality initiatives with other institution(s)**

**2022-2023**

**Name Of the Institution:** Sreechand Speciality Hospital Pvt. Ltd

**Activity:** Staff Welfare

Gurudev Arts and Science College Mathil, Payyannur is desirous of offering its employees the facility of undergoing Inpatient and Outpatient treatment and health check-ups from Sreechand Speciality Hospitals Pvt Ltd has agreed to offer its expertise and capabilities for their treatment. Sreechand Speciality Hospitals Pvt Ltd and the Kerala and Gurudev Arts and Science College Mathil after mutual discussions, proposed to enter into this agreement to record the terms and conditions thereof as contained herein after in this Agreement. This agreement is entered into on the 17 th June 2022.

**Duration :** Period of 11 months unless terminated.

THIS AGREEMENT is executed at Kannur on the 17<sup>th</sup> day of June, 2022

#### **BY AND BETWEEN**

**SREECHAND SPECIALITY HOSPITALS PVT LTD**, having registered office at Thalikkavu, Kannur P.O 670001, a Company incorporated under the Companies Act, with the Registrar of Companies, represented by its CEO, Mr. Niroop Mundayadan, herein after referred to as "SREECHAND SPECIALITY HOSPITALS PVT LTD" of the first Part

#### **AND**

**"GURUDEV ARTS AND SCIENCE COLLEGE MATHIL, PAYYANNUR"** (Herein after referred to as College which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHER PART.

WHERE AS **SREECHAND SPECIALITY HOSPITALS PVT LTD**, is a reputed institution having a place of business SREECHAND SPECIALITY HOSPITALS PVT LTD at Kannur, in the State of Kerala and is run by the aforesaid Company viz. SREECHAND SPECIALITY HOSPITALS PVT LTD.

WHEREAS **GURUDEV ARTS AND SCIENCE COLLEGE Mathil, Payyannur** is desirous of offering its employees the facility of undergoing Inpatient and Outpatient treatment and health check-ups from **Sreechand Speciality Hospitals Pvt Ltd** has agreed to offer its expertise and capabilities for their treatment.

WHEREAS **Sreechand Speciality Hospitals Pvt Ltd** and the **Kerala, 'GURUDEV ARTS AND SCIENCE COLLEGE Mathil, Payyannur**, after mutual discussions, proposed to enter into this agreement to record the terms and conditions thereof as contained herein after in this Agreement

## **MEDICAL SERVICES**

### **1. REGISTRATION**

Every patient is required to register himself/herself in **Sreechand Speciality Hospitals Pvt Ltd** for the purposes of identification and maintenance of medical records. The registration offers a unique identification number and the patient can use the same reference number for seeking any services thereafter.

### **2. SERVICES**

2.1 All employees of the company will be eligible for the discounted OP/IP Services mentioned below on production of identity card/authorization letter issued by the company.

50% discount on OP Consultation of all Specialties and Super –specialties, **excluding visiting consultants as mentioned.**

10% discount on OP other Services (Lab and Radiology) **excluding implants, consumables, medicines**

10% discount on IP Services **excluding implants, consumables, medicines.**

DOCTORS	ACTUAL RATE	DISCOUNT RATE EXCLUDED
<b>CARDIOLOGY</b>		
Dr. Raveendran	450	225
Dr. Sundeep.K.B	400	200
Dr. Krishna Kumar.P.N	400	200
<b>NEUROLOGY</b>		
<b>Dr. Sasikumar Louis</b>	400	200
<b>Dr. Arun K</b>	350	175
Dr.Jithendranath P	450	Visiting doctor
<b>NEURO AND SPINE SURGERY</b>		
Dr.Vijay Menon	350	175
Dr.NidhinRaj	350	175
<b>GASTROENTROLOGY</b>		
Dr. Satheesh Balakrishnan	400	Visiting Doctor
<b>SURGICAL GASTROENTROLOGY</b>		
Dr.Samesh Padman	350	175
<b>PLASTIC SURGERY</b>		
Dr.Nibu Kuttappan	350	175
<b>ORAL &amp;MAXILLO FACIAL SURGEON</b>		
Dr.Sameena Shamsudeen	250	125
<b>NEPHROLOGY</b>		
Dr Tom Jose Kakkanattu	350	175
<b>UROLOGY</b>		
Dr Sooraj	350	175
<b>ORTHOPAEDICS</b>		
Dr. Tony	400	200
Dr mahesh	500	250
Dr sajan	250	125
Dr vinod	500	Visiting Doctor
Dr.Muhammed Shafeekh	250	125
Dr. Avinash Nayak U	250	125
<b>GENERAL &amp; LAPAROSCOPIC SURGERY</b>		
Dr.Ashish Kumar	250	125
Dr.Varsha Vijayan	250	125

DOCTORS	ACTUAL RATE	DISCOUNT RATE
<b>GENERAL MEDICINE</b>		
Dr. Jiljith K	250	125
Dr. Vaishak Muralidharan	250	125
<b>GYNAECOLOGY</b>		
Dr.Sunitha P	250	125
Dr.Thufail V B	250	125
<b>PAEDIATRICS &amp; NEONATOLOGY</b>		
Dr.Sarath Babu M.V	250	125
Dr. Farjana Ahmed	250	125
<b>PAEDIATRIC CRITICAL CARE</b>		
Dr. Ajay V	250	125
Dr. Abdul Rauf KK	250	125
<b>ENT HEAD &amp; NECK SURGERY</b>		
Dr.Nithin Prakashan Nair	250	125
Dr.Aswin chandran C	250	125
<b>PULMONOLOGY</b>		
Dr.Sabir C	250	125
<b>DERMATOLOGY</b>		
Dr. Kanchana Seetha	350	Visiting Doctor
Dr firoz	350	Visiting Doctor
<b>RADIO DIAGNOSIS &amp; INTERVENTIONAL RADIOLOGY</b>		
Dr. Chinmaya Deepak Patro	350	175
<b>EMERGENCY MEDICINE</b>		
Dr.Abhiram Arjun	250	125
Dr.Nijila	250	125
Dr. Sinjo Thomas	250	125
Dr kannan	250	125



### **3. AUTHORISATION**

All employees should produce their Company identity card/ Authorization Letter/ to receive the medical services.

### **4. CLARIFICATION**

Any clarification required by "GURUDEV ARTS AND SCIENCE COLLEGE , **Mathil,Payyannur** on the services shall be addressed to the Manager, Marketing Sreechand Speciality Hospitals, and Kannur

### **5. BILLING AND PAYMENT**

5.1 The discounted Medical services will be provided only when their identity card/Authorization letter/e-mail confirmation from the authorized official and is produced before generating their first bill from Sreechand Speciality Hospitals Pvt Ltd/Prior before availing the service from the hospital.

5.2 The employees who avails the benefit of this scheme shall settle their respective bills for the services availed from the Sreechand Speciality Hospitals Pvt Ltd.

### **6. CONFIDENTIALITY**

The terms of the agreement between the parties to this agreement and the service rates shall be kept strictly confidential between both the parties

### **7. TERMS & TERMINATION**

7.1 This Agreement shall come into force from the date hereof **17.6.2022** and shall continue in force for a period of 11 months unless terminated earlier in accordance with the provisions hereof and shall be renewable on similar periods on the agreed terms and conditions

7.2 This Agreement may be terminated by mutual consent of the Parties expressed in writing, or by giving 30 days' notice in writing by either party.

7.3 In the event of breach of this clause, the party withdrawing from this agreement should promptly compensate the other party to an extent of calculated loss incurred.

### **8. DISPUTE RESOLUTION**

In the event of dispute or difference between the parties arising out of or in connection with this agreement, the parties hereto shall use their best efforts to settle such disputes or difference of opinion by mutual negotiation. If such agreement is not reached, any dispute shall be referred to the Arbitration of a single Arbitrator who will be appointed by the Parties by mutual consent failing which by the Hon'ble High Court in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be in Kannur.

The Courts in Kannur shall have exclusive jurisdiction in any matter arising under this Agreement.

## 9. FORCE MAJEURE

Notwithstanding anything contained in this Agreement, neither of the parties shall be deemed to have committed any breach or default in the observance or performance of any of the terms and conditions of this Agreement if such breach or default is committed, made or occasioned on account of or by reason of any event beyond the reasonable control of the party including but not limited acts of God, public riots, floods, earthquake, epidemic, order or restrictions imposed by government or any incidents beyond the control of the parties.

## 10. NOTICES

Save as otherwise provided in this agreement, any notice, demand or other communication to be served under this agreement may be served upon any party hereto only by registered speed post acknowledgement due or delivering the same by courier to be served at its address below, or at such other address or number as it may from time to time notify in writing to the other party hereto.

Sl No.	Name	Address
1	Dr. Niroop Mundayadan, CEO	SREECHAND SPECIALITY HOSPITALS PVT LTD, Kannur- 670 001
2	Mr. P.C Sreenivas	GURUDEV ARTS AND SCIENCE COLLEGE

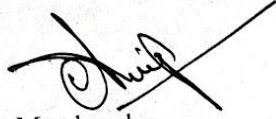
A notice or demand served by registered speed post acknowledgement due or courier shall be deemed duly served 48 (Forty Eight) hours after posting and in proving service of the same it will be sufficient to prove, in the case of a letter, that such letter was sent properly by registered post, addressed and placed in the post, in the case of courier, that the letter was addressed and delivered to the courier company.

IN WITNESS WHEREOF the **SREECHAND SPECIALITY HOSPITALS PVT LTD** and the **"GURUDEV ARTS AND SCIENCE COLLEGE MATHIL ,PAYYANNUR** have set their respective hands to this agreement on the day, month and the year above written, in the presence of the following witnesses:

Signed and Delivered By:

On behalf of SREECHAND SPECIALITY HOSPITAL

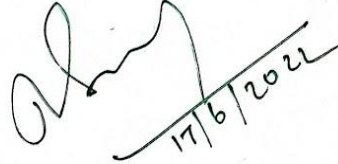
On behalf of GURUDEV ARTS AND  
SCIENCE COLLEGE



Name: Mr. Niroop Mundayadan

Designation: CEO

Place: Kannur


  
17/6/2022


Name : Mr. P.C Sreenivas

Designation: Principal

Place: Kannur

Witnesses:

(1) Name: VINOD KUMAR. P  
Father's Name: G. PADMANATHAN NAMBIAR  
Address: PADMASREE, KAZIMBOM, TALIPARAMBA  
Signature: 

(2) Name: SUMESH . K .  
Father's Name: P.V. KUNHIRAMAN  
Address: 'POURNAMI', KOOVERI . P.O  
CHAPPARAPADAVA, KANNUR PIN: 670531  
Signature:   
17/06/22

**Name Of the Institution:** Mar Athanasios College for Advanced Studies Thiruvalla (MACFAST), Pathanamthitta

**Activity:** Promote cooperation in education and scientific research

Mar Athanasios College for Advanced Studies Thiruvalla (MACFAST), Pathanamthitta has been engaged in a Memorandum of Understanding with Gurudev Arts and Science College, Mathil on 10<sup>th</sup> December 2019 for the development of academic Cooperation between the institutions.

**Duration :** It shall remain valid for Five years from the date of the last signature



## MEMORANDUM OF UNDERSTANDING

Between

Gurudev Arts and Science College Payyanur Kerala, (hereinafter referred to as 'FIRST PARTY')  
AND Mar Athanasios College For Advanced Studies Tiruvalla (MACFAST), Pathanamthitta,  
(Hereinafter referred to as 'SECOND PARTY')

('FIRST PARTY' and 'SECOND PARTY' are hereinafter jointly referred to as 'PARTIES' and individual as 'PARTY')

### PURPOSE

The purpose of this agreement is to promote cooperation in education and scientific research between the **FIRST PARTY** and the **SECOND PARTY**.

### TYPES OF COOPERATION

Through this memorandum, **PARTIES** affirm the value of mutual collaboration and agree to promote the following activities:

1. Exchange of academic publications and reports;
2. Opportunities for faculty and staff development and exchange;
3. Conduct of joint seminars, workshops and conferences;
4. Other activities as mutually agreed.

This Agreement places no financial obligations or supplementary funding commitments on either **PARTY**. These activities will be defined through separate program agreements that detail the commitment of resources (financial or otherwise) required by each Institution. Subsequent program agreements must be approved in writing by the authorized representatives of each institution.

### TERMS

This agreement will become operational w.e.f. the date of signature by both **PARTIES**. It shall remain valid for five years from the date of the last signature, with the understanding that it may be modified by the written mutual consent of both **PARTIES**. This Agreement may be terminated by either **PARTY** with prior written notice of at least thirty (30) days. Upon notice of termination, both **FIRST PARTY** and



**SECOND PARTY** agree to work in good faith to enable visiting scholars to complete their on-going research programs unhindered by the termination. The agreement may be extended by mutual consent of the two **PARTIES** after five years, and it must be renewed in writing. This Memorandum of Understanding in English is hereby signed in two (2) copies with one (1) copy remaining in the possession of each **PARTY**.

FOR THE **FIRST PARTY**

PRINCIPAL  
GURUDEV ARTS & SCIENCE COLLEGE *hs Ma Rao*  
..... MATHIL, KANNUR DIST .....

Date: 10-12-2019

Witness:

*Fr. Samuel Puthuppalay*  
.....

Director & CEO  
Gurudev Arts & Science College  
Mathil, Kannur Dt.- 670343

FOR THE **SECOND PARTY**

*Fr. Dr. Cherman J Kottayil*  
.....  
PRINCIPAL  
Mar Athanasios College For Advanced Studies  
Tiruvalla- 689101, Kerala

Date: 10-12-2019

Witness:

*Tj: Thomas*  
.....



25<sup>th</sup> February, 2021

**CERTIFICATE**

Gurudev Arts and Science College was established in the year 2002 at Mathil, and is affiliated to Kannur University. It is one of the most Reputed Catholic Colleges managed by Corporate Educational Agency of the Catholic Diocese of Sulthan Bathery, Wayanad.

It is certified that, the Mar Athanasios College For Advanced Studies Tiruvalla (MACFAST), Kerala- 689101 has been engaged in a Memorandum of Understanding with Gurudev Arts and Science College, on 10<sup>th</sup> December, 2019 for the development of academic cooperation in between the institutions

The following activities were conducted as per the details mentioned below.

**ACTIVITY UNDER MOU**

**2019- 20**

Date	Topic	Resource Person(s)	Place	Activity
15 <sup>th</sup> January 2020	Cyber Awareness Class	Mr. Pavin Raj	Gurudev Arts and Science College	Cyber Awareness Class for Students

**2020 - 21**

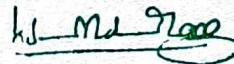
Date	Topic	Resource Person(s)	Place	Activity
16 <sup>th</sup> January 2021 To 14 <sup>th</sup> February 2021	KMAT/CMAT Training	MACFAST MBA Faculties	Virtual Platform Though Zoom	M.B.A Entrance Exam Training for Graduate students

  
Principal

**MACFAST**

Fr. Dr. CHERIAN J KOTTAYIL  
PRINCIPAL  
Mar Athanasios College For Advanced Studies  
Tiruvalla- 689101, Kerala





Principal

**Gurudev College**



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MATHIL, KANNUR DIST

**Name Of the Institution:** ICT Academy of Kerala, Thiruvananthapuram

**Activity:** Recognition as regular member of ICT Academy of Kerala

**Duration :** Valid till 31 July 2024





**Name Of the Institution:** Kerala State Electronics Development Corporation Limited

**Activity:** Provide Skill Development Training Programs for Students of Gurudev Arts and Science College, Mathil

Kerala State Electronics Development Corporation Limited has been engaged in a Memorandum of Understanding with Gurudev Arts and Science College, Mathil on 6<sup>th</sup> January 2023 for providing Skill Development Training Programs for Students of Gurudev Arts and Science College, Mathil

**Duration :** Valid for a period of Three years from the date of the last signature



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DN 494097

#### AGREEMENT

This tripartite Agreement ("Agreement") is made on this, the 6<sup>th</sup> Day of January, 2023 between GURUDEV ARTS & SCIENCE COLLEGE, MATHIL College, having its registered office at Kannur District of Kerala represented by its Principal/Manager (hereinafter referred to as "Facilitation Support Partner or (FSP)" which term and expression unless repugnant to the context shall mean and include their successors and assignees) of the First Part.

Kerala State Electronics Development Corporation Limited, a company incorporated under the Companies Act 1956 and having Corporate Identity Number U74999KL1972SGC002450 and having their Registered Office at Keltron House, Vellayambalam, Trivandrum - 695033, represented by its Mrs. Usha K, Chief General Manager, Information Technology Business Group, K.S.E.D.C Ltd. (hereinafter referred to as "Industrial Training Partner or (ITP)" which term and expression unless repugnant to the context shall mean and include their successors and assignees) on the Second Part.

NUMBER 14982 Rs 100/-

Sold to

Managing Director Keltron

Page 1 of 12

Date

06/10/2022

VENDOR No: 35, TRICHUR  
PRINCY SEBY



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MATHIL, KANNUR DIST.



development, Networking, Web Applications and are a total solution provider to Government of Kerala. It has an integral role in the development and implementation of technology in the education reform effort of the Government of Kerala, including the work of the various Government of Kerala Ministries that are directly responsible for the success of education reforms. Keltron has been actively engaged in providing Training in IT & IT enabled job oriented Programmes.

And WHEREAS, the **NSDC Partner** is an Authorized 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.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO, INTENDING, TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

**SCOPE:**

This agreement is intended to jointly impart Skill Development Training Programs of KELTRON 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 (herein after referred to as the Industry Institute Interactive Training Programme (IIIP) PRESENTATIONS AND WARRANTIES:

EACH OF THE PARTIES REPRESENTS AND WARRANTS THAT:

- 1.1. **FSP** is a registered College under .....Kannur.....and Industrial Training Partner and **NSDC Partner** are limited liability companies in India and they have legal power and authority to enter into and perform their respective obligations under this Agreement.
- 1.2. The parties have the financial capacity to undertake and perform their respective obligations under this Agreement.
- 1.3. The execution of this Agreement does not constitute a breach of any obligations (statutory contractual or fiduciary) under any Agreement or undertaking by which the parties may be independently bound.
- 1.4. No litigation, arbitration, dispute or legal proceeding has been commenced or is pending or is threatened and no judgment or award has been given or is pending

  
**USHA K**  
CGM & HEAD  
IT BUSINESS GROUP  
KELTRON, VELLAYAMBALAM  
THIRUVANANTHAPURAM - 695 033



  
6/1/2023  
**PRINCIPAL**  
**GURUDEV ARTS & SCIENCE COLLEGE**  
**MATHIL, KANNUR DIST.**





which in any way prejudices or restricts the power, capacity or authority of the parties hereto respectively to perform its/their undertakings under this Agreement.

- 1.5. All approvals, authorizations, licenses, registrations, consents (statutory or otherwise) and other actions by and notices to and filings with, any person that may be required in connection with the execution, delivery and performance of this Agreement by the parties have been obtained.
- 1.6. It is agreed that there are three types of facilities given by the FSP and is classified as three categories:

Type of Category	Roles of FSP	REMARKS
Category-1	Class Rooms, LAB Facility, Counseling & Students Registration Facility	✓
Category-2	Class Rooms, Counseling & Students Registration Facility	
Category-3	Counseling & Students Registration Facility only	

The category is selected by the FSP with the consent of the ITP. The fee structure and the revenue sharing will be as per clause 5 below and the category will be as per clause 1.6.

The category once selected can be changed only by the consent of FSP, ITP & NSDC Partner.

## 2. ROLES AND RESPONSIBILITIES OF FACILITATION SUPPORT PARTNER (FSP):

- 2.1. **Infrastructure:** FSP shall be responsible for providing the infrastructure as per the clause no:1.6. as Category ---.
- 2.2. FSP shall hand over full information about the students admitted, to the ITP in the format prescribed by the ITP
- 2.3. The FSP shall make arrangements for managing the administrative matters such as carry out the admission formalities, collection of fee (both Training Fee and Assessment fee as per clauses : 5.1 & 5.2 respectively), maintaining discipline and attendance, day to day administrative matters with regards to the smooth conduct of courses, administrative correspondence and financial transactions with ITP.

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CGM & HEAD  
IT BUSINESS GROUP  
KELTRON, VELLAYAMBALAM  
THIRUVANANTHAPURAM-695 033

Page 4 of 42



*6/11/2023*  
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MATHIL, KANNUR DIST.



### 3. ROLES AND RESPONSIBILITIES OF INDUSTRIAL TRAINING PARTNER (ITP):

- 3.1. **Curriculum Design:** ITP shall design the course curriculum, course fees and syllabus being followed in institutes all over Kerala in consultation with FSP & NSDC Partner.
- 3.2. **Course conducting Plan & Management:** The date of commencement and closing of admission and date of commencement of classes, Resource Allocation and ERP management.
- 3.3. **Examination & Certifications:** Conduct of examinations and Issue of **KELTRON** Certificates to the successful candidates

### 4. ROLES AND RESPONSIBILITIES OF NSDC PARTNER:

- 4.1. **Engaging Faculties:** Provide faculty support for the conduct of courses, as per the schedule and curriculum in consultation with ITP.
- 4.2. **Marketing and Promotion:** The **NSDC Partner** shall carry out the arrangements with regard to the commencement of courses such as promotional endeavor and advertisements through Medias.
- 4.3. The **NSDC Partner** shall provide necessary support such as counseling, orientation classes to the students regarding NSDC examination, NSDC assessment methods and NSDC Certifications.
- 4.4. The **NSDC Partner** shall make arrangements for the integration of Industry Institute Interactive Training Programs to National Occupational Standards by mapping the program into Qualification Packs of NSDC in the relevant sector.
- 4.5. The **NSDC Partner** shall make arrangements for student's registration for the respective applicable NSDC qualification packs in related concerned training program, which includes printing of application forms, NSDC SDMS (Skill Development Management System) portal registration and its updation etc.
- 4.6. It is the sole responsibility of **NSDC Partner** to Coordinate NSDC assessment (Self-Assessment or SSC Assessment) and NSDC Certification in respective NSDC Qualification Pack to the students who successfully completed the entire training program. All other expenses related to **NSDC Certification** if any, shall be borne by NSDC Partner.
- 4.7. The students who are interested to attend NSDC examination have to draw DD for the amount prescribed by NSDC guidelines for the assessment fee, in favor of NSDC/concerned NSDC Sector Skill Council and submit to NSDC Partner.

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KELTRON, VELLAYAMBALAM  
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Page 5 of 12



*6/11/2023*  
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MATHIL, KANNUR DIST.



- 4.8. The Industrial Training Partner/Facilitation Support Partner/NSDC Training Partner shall not charge any additional fee other than the Skill Development Training fee from students.

**5. FEES STRUCTURE:**

The course Fees along with applicable Tax shall be submitted in the form of crossed Demand Draft in favor of **Kerala State Electronics Development Corporation Ltd. (K. S. E. D. C. Ltd.)** Payable at **Thiruvananthapuram** or shall be submitted in the form of Electronic Money Transfer to the following Account on or before 25<sup>th</sup> of every month and proper receipts shall be issued to students. Our Bank Account details are As follows:

Account Holder Name: M/s. K.S.E.D.C.  
LTD.Account Number 10183255309  
Bank Name : SBI Commercial Branch  
Bank Branch : Commercial Branch – Thycaud  
Account Type : Current  
IFSC Code : SBIN0004350

- 5.1. The students who are interested to attend NSDC examination have to draw DD for the amount prescribed by NSDC Guidelines for the Assessment Fee, in favor of NSDC/Concerned NSDC Sector Skill Council and submit to NSDC Partner before the declaration of Assessment.

**5.2. REVENUE SHARING:**

Revenue sharing shall be based on providing Facilities by Facilitation Support Partner:

Type of Category	Revenue Sharing Model		Roles of FSP	REMARKS
	Facilitation Support Partner	Industrial Training Partner		
Category-1	30%	70%	Class Rooms, LAB Facility, Counseling & Students Registration Facility	
Category-2	20%	80%	Class Rooms, Counseling & Students Registration Facility	
Category-3	10%	90%	Counseling & Students Registration Facility only	



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CGM & HEAD  
IT BUSINESS GROUP  
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6/1/2023  
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MATHIL, KANNUR DIST





The Revenue sharing between Industrial Training Partner and NSDC partner is:

Industrial Training Partner	NSDC Partner
20% of amount after deducting the FSP share	80% of amount after deducting the FSP share

#### 6. TERM & TERMINATION:

This Agreement shall be effective from the date of this agreement and will be valid for a period of **Three Years from the date of signing of this Agreement** unless otherwise terminated earlier as provided here under or renewed on mutual agreement in writing, signed by the authorized signatories of the parties. The other two parties should approach ITP at least two months before the expiry of the term of this Agreement, expressing their interest in renewing this Agreement and ITP may consider such request for renewal strictly on merit.

- 6.1. On breach of the terms: In the event of breach of any of their obligation under this Agreement by any party/ies, the non-breaching party/ies may terminate this Agreement by giving the breaching party/ies, 30 days written notice specifying the breach and requesting that the breach be rectified within the above said period of 30 days. If the breach is not rectified within the stipulated period of 30 days, this Agreement shall stand terminated.
- 6.2. Under a mutual rescission Agreement: The Agreement can be terminated any time during the tenure of the agreement, with mutual consent of the parties by signing a Mutual Rescission Agreement. Such Termination will require a 30 Days Notice. When mutually terminated, the notice period may be increased or decreased as may be required.

#### 7. EFFECT OF TERMINATION

- 7.1. Termination shall not release any party from payment of any sum owing to the other/s or terminate any other obligation or liability or any security interest or lien held by the Parties.
- 7.2. Termination of this Agreement for any reason whatsoever shall not release any party hitherto from any of the obligation, which at the time of termination has already accrued to the other party whether or not the amount of such obligation has been quantified at the time of termination. In order to avoid any ambiguity in this regard, it is further clarified that in the event of Termination of this agreement, the respective obligations of the Parties under this agreement shall continue till the

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IT BUSINESS GROUP  
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Page 7 of 12



PRINCIPAL  
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MATHIL, KANNUR DIST.

Training programs, already started by the time of such termination, are fully completed, examination conducted and certificates are issued.

- 7.3. Following termination of this Agreement, each party shall promptly return to the other party all Confidential Information of such other party and certify in writing that it has done the same.
- 7.4. Notwithstanding termination or expiration of this Agreement the provisions under Sections "Indemnification", "Confidentiality", "Entire Agreement", "Limitation of Liability", shall survive termination of this Agreement.

#### 8. INDEMNIFICATION:

If any party suffer any loss or damage or on account of any breach or any shortfall in meeting the guaranteed performance parameters as per the terms of this Agreement the party/parties at fault undertake/s to promptly make good such loss or damage caused to any party, on such party's demand, without any demure. Further the parties agree that it shall be lawful for each other to deduct from and out of any money for the time being payable or due to the other party/parties at fault under this agreement or otherwise to set off any loss or expense, cost or damages sustained or incurred or shall be incurred by any such party on account of the aforesaid reasons or by reason of termination of this Agreement.

#### 9. GENERAL TERMS AND CONDITIONS

##### CONFIDENTIALITY:

Each party ("Receiving Party") agrees to keep confidential and not disclose or use except in performance of its obligations under this Agreement, confidential or proprietary information related to the other party's ("Disclosing Party") technology or business that the Receiving Party learns in connection with this Agreement and any other information received from the other, including without limitation, to the extent previously, currently or subsequently disclosed to the Receiving Party hereunder or otherwise: information relating to products or technology of the Disclosing Party or the properties, composition, structure, use or processing thereof, or systems therefore, or to the Disclosing Party's business (including, without limitation, computer programs, code, algorithms, schematics, data, hard ware design, part list, vendor lists, know-how, processes, ideas, customer information, inventions (whether patentable or not), names and expertise of employees and consultants, all information relating to customers and customer transactions and other technical, business, financial, customer and product development plans, forecasts, strategies and information (all of the foregoing, "Confidential Information"). Neither party shall disclose the terms of this Agreement to any third party, without the prior written consent of the other party. Each party shall use reasonable precautions to protect the other's Confidential Information and employ at least those precautions that such party employs to protect its own confidential or

  
USHA K  
CGM & HEAD  
IT BUSINESS GROUP  
KELTRON, VELLAYAMBALAM  
THIRUVANANTHAPURAM - 695 033



  
6/1/2023  
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GURUDEV ARTS & SCIENCE COLLEGE  
MATHIL, KANNUR DIST.



proprietary information. "Confidential Information" shall not include information the Receiving Party can document;

(a) is in or (through no improper action or inaction by the Receiving Party or any affiliate, agent or employee) enters the public domain (and is readily available without substantial effort), or

(b) was rightfully in its possession or known by its prior to receipt from the Disclosing Party, or

(c) was rightfully disclosed to it by another person without restriction, or

(d) Was independently developed by it by persons without access to such information and without use of any Confidential Information of the Disclosing Party.

(e) Each party, with prior written notice to the Disclosing Party, may disclose such Confidential Information to the minimum extent possible that is required to be disclosed to a governmental entity or agency in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or agency (including a court order or subpoena), provided that reasonable measures are taken to guard against further disclosure, including without limitation, seeking appropriate confidential treatment or a protective order, or assisting the other party to do so.

#### RELATIONSHIP:

This Agreement is not intended by the Parties to constitute or create a joint venture, Limited Liability Company, pooling arrangement, partnership, or other formal business organization of any kind. Neither party shall for any purpose, be deemed to be an agent of the other party and the relationship between the parties shall only be that of independent contractors. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

#### ASSIGNMENT

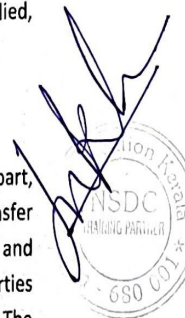
This Contract shall not be assigned or otherwise transferred by any Party, in whole or in part, without the prior express written consent of the other Party. Any such assignment, or transfer by one Party not in accordance with this provision is a material breach of this Agreement and shall be grounds for immediate termination thereof by the other Party and the party/parties in breach shall compensate the other parties for any losses whatsoever caused thereby. The foregoing shall not apply in the event of either party shall change its name or merge with another company/corporation/organization, but in both cases the

  
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Page 9 of 12



  
6/1/2023  
PRINCIPAL  
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Resulting/emerging/surviving company/corporation/organization shall be bound by the terms of this Agreement.

#### AMENDMENTS:

This Agreement shall not be amended, modified or extended, nor shall any waiver of any right hereunder be effective, unless set forth in a documented executed by duly authorized representatives of all Parties, specially referencing the provision of this Agreement to be amended, modified, extended or waived. The failure of any party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be constructed or deemed as a waiver of the right to assert any of the same at any time thereafter.

#### FORCE MAJEURE:

In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any Act of God, fire, casualty, flood, earthquake, war, epidemic, destruction of production facilities, riot or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Each Party shall take due care and reasonable alternative measures in order to avoid effect of such events on the performance of the party's ability to perform its obligations under this agreement and to mitigate the consequences thereof. Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement. Termination of this Agreement shall not affect the obligations of either party which exist as of the date of termination.

#### SEVERABILITY:

The parties intend this Agreement to be a legally enforceable instrument. If any term, condition or provision of this Agreement is held or finally determined to be void, invalid, illegal, or unenforceable in any respect, in whole or in part, such term, condition or provision shall be severed from this Agreement, and the remaining terms, conditions and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

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Page 10 of 12

6/1/2023  
PRINCIPAL  
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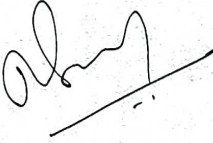



### ENTIRE AGREEMENT:

This Agreement, including all Exhibits hereto which are Incorporated herein by reference, constitutes the entire agreement and understanding between the Parties hereto, and supersedes and replaces any and all previous or contemporaneous understandings, commitments, agreements, proposals or representations of any kind, whether oral or written, relating to the subject matter hereof. For this purpose the term Exhibits shall include the Agreement, Annexures, which may be made subsequently on mutual agreement between Parties.


### COUNTERPARTS:

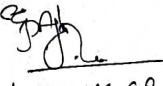
This Agreement is executed in three counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES AS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

For   Dr. P.C. Sreenivas  PRINCIPAL GURUDEV ARTS & SCIENCE COLLEGE MATHIL, KANNUR DIST	For Kerala State Electronics Development Corporation Ltd.  USHA K CGM & HEAD IT BUSINESS GROUP KELTRON, VELLAYAMBALAM THIRUVANANTHAPURAM - 695 033	For IIB Education Pvt. Ltd.  
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Witnesses:

1.   
Dr. P.C. Sreenivas  
PRINCIPAL  
GURUDEV ARTS & SCIENCE COLLEGE  
MATHIL, KANNUR DIST

2.   
ADAYAKUMAR CP  
MANAGER & HEAD  
Page 12 of 12 K.S.E.D.C. LTD  
KECTRON HOUSE  
TRIVANDRUM - 695033

3.   
HARSHMA





**Name Of the Institution:** Indoor Stadium, Mathil,

**Activity:** Allow the students of Gurudev Arts and Science College to use the stadium for improving their sports activity.

Director Indoor Stadium, Mathil, First party has been engaged in a Memorandum of Understanding with Gurudev Arts and Science College, Mathil on 6<sup>th</sup> August 2018 to use the stadium for students Sports activities.

**Duration :** It will remain in effect until modified or terminated by any one of the partners by mutual consent.

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### **MEMORANDUM OF UNDERSTANDING**

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#### **Memorandum of Understanding**

Between

**Director, Indoor Stadium, Mathil, First party**

And

**Principal, Gurudev Arts and Science College, Mathil, Second party**

This Memorandum of Understanding sets for the terms and understanding between the Director, Indoor Stadium Mathil and the Director, Gurudev Arts and Science College, Mathil to using the Stadium for students' practice.

#### **Objectives:**

This MOU will agree to allow the students of Gurudev Arts and Science College to use the stadium for improving their sports activities.

#### **The above goals will be accomplished by undertaking the following activities:**

- 1). Students can use the stadium with the allotted time from the First party.
- 2). Any damages caused by the students can be rectified or replaced by the Second party
- 3). Any additional fees are charged for the Second party for using the stadium.
- 4). The availability of stadium will be ensured before the date of Practice.
- 4). If any unacceptable events from the Second party, violating the rules of first party, first party can decide to reject the agreement at any time without further intimation.

#### **Duration**

This MOU is at-will and may be modified by mutual consent of authorized officials from the First and Second Party. This MOU shall become effective upon signature by the authorized officials from the First and Second Party and will remain in effect until modified or terminated by any one of the partners by mutual consent.

**Contact Information**

**FIRST PARTY**

Partner Representative: Vijaya Kumar. V.K

Position: Partner

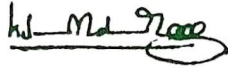
Address: Mathil Indoor Stadium, Mathil

Telephone: 9495 318037

E-mail: VijayaKumarsan@gmail.com

**SECOND PARTY**

Partner Representative:



Position:

Dr. K. T. RAVINDRAN  
PRINCIPAL

Address:

GURUDEV ARTS & SCIENCE COLLEGE  
MATHIL, KANNUR DIST.

Telephone: 04985 281500

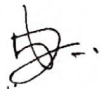
E-mail:

gurudevcollege@gmail.com

Date: 06.08.2018

First party

Signature



Name Vijaya Kumar. V.K

Date: 06.08.2018

Second Party

Signature



Name

Dr. K. T. RAVINDRAN  
PRINCIPAL  
GURUDEV ARTS & SCIENCE COLLEGE  
MATHIL, KANNUR DIST.