



കേരളം കേരള KERALA

CH 974920

Annexure : 5

Memorandum of Agreement

1. This Agreement is entered into on this 12. day of March.... 2022 (Two thousand and Twenty Two) between State Poverty Eradication Mission, under the Department of Local Self Government, Government of Kerala, registered under the Travancore Cochin Literary Scientific and Charitable Societies Registration Act 1955, having its head office in Trida buildings, Opposite Medical College, Thiruvananthapuram District, Kerala- 695011 hereinafter called the "Kudumbashree" (which expression shall and include, unless it is repugnant to the context, its administrators, successors and assignees) and represented by its Malappuram District Mission Coordinator , Kudumbashree, on one part

നമ്പർ 45748 വില 500
 വി.ടി. ജൂനിയർ ഡയറക്ടർ & ഡെപ്യൂട്ടി മാനേജർ കോർഡിനേറ്റർ കുടുംബശ്രീ മലപ്പുറം ജില്ല
 വളാശ്ശേരി സ്റ്റാമ്പ് വെണ്ടർ
 വി.ടി. ജൂനിയർ ഡയറക്ടർ
 മലപ്പുറം നമ്പർ TR-11/277/2005





കേരളം കേരल KERALA

CH 974919

And

Markaz Arts & Science College, an Affiliated College having its Head Office at Athavanad

hereinafter referred to as the 'Skill Training Institute (STI)' (which term and expression shall mean and include, unless it is repugnant to the context, its successors, administrators and assignees) and represented by its Principal .on the other part.

2. Preamble

WHEREAS, Kudumbashree has asked the STIs in each sector to submit the training module, training fees, duration and other relevant details for the training and the same has been submitted by STIs

AND WHEREAS, Whereas Kudumbashree has scrutinized the training module, training duration and course feesto make it a standard one

നമ്പർ 45747 ഓൾ
 കെ.കെ.എസ്.എസ്. കോളേജ്, അതാൽ, അതാൽ & കോളേജ് കോളേജ് അതാൽ



9 MAR 2022

വളാഭരണി സ്റ്റാമ്പ് വേണ്ട
 വി.ടി. ജൂലൈയയിൽ 11/03/2022
 ചൈതന്യൻ നമ്പർ TR-11/277/2005





കേരളം കേരള KERALA

CH 974921

AND WHEREAS, Kudumbashree has directed the STIs to enter into an agreement to provide training to its beneficiaries

NOW therefore, aMoA is being drawn up between KUDUMBASHREE and STIs to provide training to Kudumbashree beneficiaries to set up or improve micro enterprises sector

3. Purpose of Agreement

3.1. This Agreement establishes a framework for execution of Skill Development Training for the Kudumbashree beneficiaries. It sets out the role and responsibilities of each of the parties for achievement of common objectives of Skill Development training.

3.2. Both parties hereby affirm that they shall work towards the implementation of the Skill Development training in letter and spirit.

4. Responsibilities of the Parties

നമ്പർ 45749 തീയതി 2022

കുടുംബശ്രീ, മെമ്പർ സ്റ്റാൻഡിംഗ് & സെക്ടർ അസോസിയേഷൻ.

വളാശ്ശേരി സ്റ്റാൻഡിംഗ് & സെക്ടർ അസോസിയേഷൻ
 വി.ടി. ജയദേവൻ

മെമ്പർ നമ്പർ TR-11/277/2005 11/03/2022



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കേരളം KERALA
 4. Kudumbashree

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The Kudumbashree has a primary role in monitoring of the Skill Development training in the State. The KUDUMBASHREE shall ensure, *inter-alia*, the following:

- i. It will discharge its responsibilities through facilitation, timely support and timely review of the progress of the Skill Development training.
- ii. Kudumbashree will pool in the interested trainees for the skill Development training after scrutiny and filtration at the district level.
- iii. The expenditure for training will be funded by Kudumbashree. The payment will be based on the number of participants attending the training after batch freezing period. First installment of the training will be released soon after issuing work order, second installment will be disbursed after the completion of the two third of the training. The agency will

നമ്പർ 15750 വില 500

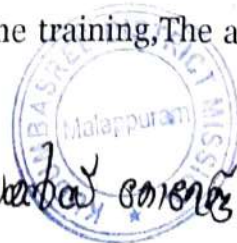
കുടുംബശ്രീ, മലപ്പുറം ജില്ലയിലെ തിരുവനന്തപുരം താലൂക്കിലെ തിരുവനന്തപുരം താലൂക്ക് ഓഫീസ്

വളം താലൂക്ക് ഓഫീസ്

പി.ടി. ജി.കെ.വെലിയം

കുടുംബശ്രീ നമ്പർ TR-11/277/2005

4/03/2022



9 MAR 2022



be eligible to get third installment only if 75 % of the trainees evaluate the training as good. If the agency fails to get 75% good result during the evaluation it will be considered as the ineffectiveness of the training and 10% of the training fee will be charged as fine.

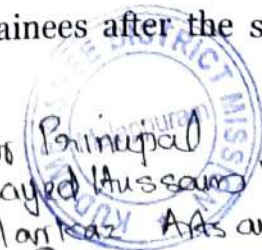
- iv. Regular/ periodical review of quality of training, performances of participants through field visits, quality assurance checks and inspections through Kudumbashree District Mission.
- v. The District Mission may suspend all payments to the STI if it fails to perform any of its obligations under this Agreement. However, the District Mission shall take this action only after giving a due written notice of 7 working days to the STI specifying the nature of non- performance of the STI, and providing due opportunity to the STI to remedy such failure /non performance within a reasonable period as may be specified in the notice

4.2 Skill Training Institute (STI)

The STIs under this Agreement agrees to the following:

- (i) STIs will conduct the training with competent trainers, as stated in the Expression Of Interest submitted to Kudumbashree .
- (ii) STI will provide all facilities mentioned in the EOI
- (iii) STIs will conduct the training as per the training module mutually agreed by both the parties. Agency should not change the module without the consent of Kudumbashree State Mission.
- (iv) STIs will award a certificate to the trainees after the successful

For Principal
Sayed Hussain Koya Thangal
Marikaz AAs and Science College.
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completion of training. Certificates should be distributed only when the trainees has completed the full training sessions successfully.

- (v) STIs will do the regular monitoring of performances and outputs of the participants scientifically.
- (vi) STIs will ensure the participation of trainees till the training is over once they came to attend the training programme. In case if any participant wants to leave the training before its completion, it should be intimated to the Kudumbashree District Mission.
- (vii) STIs will submit the list of participants who have attended the training programme, performance of the participants and will submit the details of training to the Kudumbashree District Mission in the prescribed format.
- (viii) STIs shall proactively endeavor to enhance the quality norms across the Skill Development Training.
- (ix) The STI, of its own accord shall promptly inform all the parties any changes or any modifications that affects its legal nature and the objectives under this Agreement. Such information shall be communicated in writing to all the parties to this Agreement within 7 working days of such modification.
- (x) The STI shall not be entitled to get any additional funding for any extension in the tenure of the training. All trainings shall be required to be completed within the approved tenure.

5. Finance and tenure

The number of participants, duration of training, training module and training fees will be as per mutually agreed terms and conditions which is



for Principal

Sayed Hussain Koya Thangal
Madrassah Arts and Science College.

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training fees will be as per mutually agreed terms and conditions which is detailed in Annexure. The training fees includes course fees, material cost, food, accommodation (if residential) and field visit (if included).

6. Communication

6.1 All notices and communication under this Agreement shall be addressed to the following representatives of the parties as detailed below:

(i) Malappuram District Mission Co- Ordinator,
Malappuram

(ii) Principal ,STI,

Markaz Arts & Science College,Athavanad

6.2 Formal communications shall include communication by email as well.

6.3 Any communication that may require deviation from this Agreement and related order and procedures shall be permitted only with written approval of Executive Director ,Kudumbashree State Mission.

7. Confidentiality

All parties acknowledge the confidentiality of information that may be exchanged among the parties from time to time, under this Agreement. All parties agree not to disclose the same to any outside party, unless such information is:

(i) part of the public domain at the time of disclosure or,

(ii) required to be disclosed in accordance with the applicable laws of the country, for the time being in force

For Principal
Bayed Hussain koga Thangal
Markaz Arts and Science College
Athavanad

8. Dispute Settlement

In the case of any dispute between the Parties in relation to the implementation of the provisions of this agreement, the dispute shall be referred to the Principal Secretary of the Department of the Local Self Government of the Government of Kerala and the decision of the Principal Secretary shall be final and binding on both the parties.

9. Validity of the Agreement

This Agreement shall come into force on the date of execution of the Agreement and shall be valid for a period of one year and can be renewed periodically after assessing the performance of STI .

10. Termination of term of agreement with the STI

10.1. The performance of the STIs will be evaluated and graded by Kudumbashree. Kudumbashree may terminate the services of the STI from imparting training under certain conditions like poor performance etc. Kudumbashree may terminate the Agreement by giving 30 days notice to the STI.


10.2. This Agreement may be terminated by the STI by giving 30 days written notice to the Kudumbashree.

11. Modification of the Agreement

Any provision of this Agreement may be amended or modified at any time by mutual consent among the party.

Signed, sealed and delivered with Name and official address of

District Mission Co ordinator


Principal
Sri. M. M. Koya Thangal
Molka Alamed College
Kollam
R. M.

...Kudumbashree Malappuram.....

bio
JAFAR K KAKKOOH
District Mission Co-ordinator
Kudumbashree
State Poverty Eradication Mission
Malappuram. (PEN. 269026)

STI.....

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Dr. C.P. MOHAMED KUTTY
Principal
Markaz Arts & Science College
Ashwanad, Karthala PO-679571

In the presence of the following witnesses (Kudumbashree)

- 1 *J.S.U. 11.5* *AS*
- 2 Mohammed Iththisham.P BC-ME *AS*

In the presence of the following witnesses (STI)

- 1 Sayed Hussain koya Thargal *Prind*
- 2 Salmath. *Salmath*

Pro Principal
Sayed Hussain koya Thargal
Markaz Arts and Science College
Prind