



കേരളം കേരल KERALA

DZ 343447

AGREEMENT

This Agreement is entered into on this 19<sup>th</sup> day of October 2023 by and between:

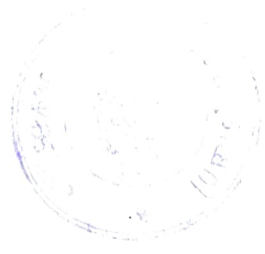
Additional Skill Acquisition Programme Kerala, a Government Undertaking incorporated under provisions of Companies Act, 2013 under Higher Education Department, Government of Kerala having its office at KINFRA Film & Video Park, Saink School PO, Chanthavila, Kazhakkootam, Thiruvananthapuram-695585 (hereinafter called as "ASAP Kerala") and represented by Dr. Usha Titus, Chairperson and Managing Director, which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns of the FIRST PARTY.

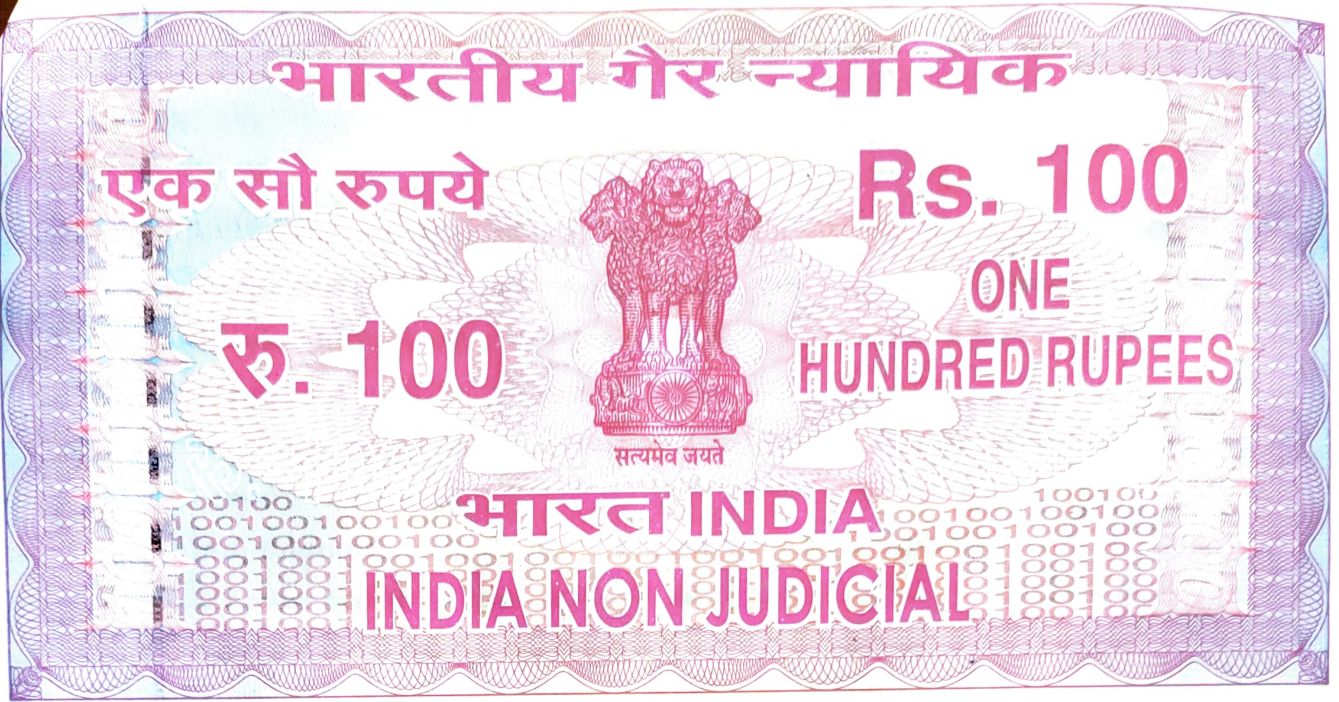
*Usha*

Dr. USHA TITUS  
CMD, ASAP KERALA  
Thiruvananthapuram

നമ്പർ 16572 തീയതി 18/10/2023  
പേര് ASAP Kerala  
Dr. Lool  
കഴക്കൂട്ടം റെഗിസ്ട്രാർ  
നിത്യ.എസ്.എസ്

Dr. Chithra Gopinath  
Assistant Professor  
Principal in-Charge  
Drawing & Disbursing Officer  
T.K.M. College of Arts & Science  
Kollam - 691005, Kerala





കേരളം കേരल KERALA

DZ 343442

T.K.M. College of Arts and Science, established in 1965 by the TKM College Trust, is an acclaimed citadel of learning in the city of Kollam. Re-accredited by NAAC in 2013 with an 'A' Grade, which bears testimony to its potential for excellence, the institution today commands an unparalleled prestige in the academic community and represented by Dr. Chithra Gopinath, Principal which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns of the SECOND PARTY.

ASAP Kerala and T.K.M. College of Arts and Science, Kollam are hereinafter referred to singly as "Party" and jointly as "Parties".

The Parties have mutually agreed to enter into this agreement to record the terms and understanding between the Parties and the manner in which the Parties wish to combine their efforts and collaborate with each other.

*Usha*  
 Dr. USHA TITUS  
 CMD, ASAP KERALA  
 Thiruvananthapuram

നമ്പർ 16567 തീയതി 18/11/20 Page 2 of 10  
 Co. No. ASAP Kerala  
 Rs. 1000  
 കർമ്മിട്ടം മെമ്പർസ്  
 നിയമനിയമം

*d*  
 Dr. Chithra Gopinath  
 Assistant Professor  
 Principal In-Charge  
 Drawing & Disbursing Officer  
 T.K.M. College of Arts & Science  
 Kollam - 691005, Kerala

## WHEREAS:

- a. ASAP Kerala has the mandate of improving the employability of students and public and has established different interventions to provide industry relevant, higher order skills to different target groups through online and offline modes whose effectiveness is recognised in CII-India Skills Report 2022.
- b. The Parties entered into an agreement on 19<sup>th</sup> October 2023 for conducting industry relevant training programmes which shall be superseded by this Agreement.
- c. Both Parties have mutually agreed to enter into this Agreement to record the terms and understanding between the Parties and the manner in which the Parties wish to combine their efforts and collaborate with each other in imparting employable skills.

**NOW, THEREFORE,** the Parties hereby record the terms of their understanding as follows:


### 1. SCOPE OF AGREEMENT

- 1.1 The Parties agrees to conduct industry relevant training programmes, wherein the First Party will facilitate the entire training process and the Second Party will support the First Party in smooth conduct of the training.
- 1.2 The Parties agrees to conduct training programmes in accordance with the design of the training modules put forth by the First Party.

### 2. ROLES AND RESPONSIBILITIES OF FIRST PARTY

In addition to and not in derogation or substitution to any of the obligations, undertakings, terms and conditions or covenants set out elsewhere in this agreement. the First Party shall at its own cost and expense observe, undertake and comply the following obligations:

  
Dr. USHA TITUS  
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2.1 Shall deploy a SPOC for facilitation of the entire training process and he/she shall be responsible for,

- i. Conducting orientation to the students for the approved programmes.
- ii. Conducting awareness programmes on upcoming programmes.
- iii. Monitoring and evaluation of the training quality.

2.2 Shall assign effective trainers to train the students. The implementation of the training programme shall solely be dependent on the availability of suitable trainer selected and trained by the First Party.

2.3 Shall provide required training materials, if any.

2.4 Shall take necessary measures to conduct assessment and certification of the eligible students.

### 3. ROLES AND RESPONSIBILITIES OF SECOND PARTY

In addition to and not in derogation or substitution to any of the obligations, undertakings, terms and conditions or covenants set out elsewhere in this agreement, the Second Party shall at its own cost and expense observe, undertake and comply the following obligations:

3.1 Shall support the First Party for the smooth conduct of the programmes.

3.2 Shall facilitate the First Party in student selection and related activities.


3.3 Shall provide sufficient infrastructure facilities as being specified by the First Party from time to time for the conduct of the training which includes spacious classroom/s with sufficient seating capacity.

3.4 Shall arrange equipment like computer/ laptop, whiteboard, marker pen, duster, projector, projector screen and speaker facilities to enable activity based and IT enabled curriculum transaction of the training programmes as and when required.

3.5 Shall give access to its computer lab with a minimum number of 15 systems having network and internet connectivity as and when required by the First Party for the training programme.

3.6 Shall arrange for the purchase and supply of training aids like chart papers, worksheets, and other stationery items like notepad, pen, pencil, gift items for the training as per the e-mail/written request of the Trainers assigned by the First Party.

  
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Kollam - 691005 K.

3.7 Shall constitute a committee consisting of the Manager/ PTA President/Principal, Faculty Co-ordinator, SPOC of ASAP Kerala and trainer for the administration, coordination and monitoring of activities as mentioned under this Agreement.

3.8 Shall nominate a faculty committed to the cause of providing additional skills to students as Faculty Coordinator/Nodal Officer, and he/she shall be responsible for:

- i. Organizing and monitoring the smooth conduct of training.
- ii. Ensuring regular student attendance, quality programme delivery, and punctuality of the trainer.
- iii. Intimating the class schedule to students, recording of the attendance and effective coordination of the training.
- iv. Maintaining records and accounts related to the training programme, if any.

3.9 The request by Second Party for continuation of existing batches or sanction for new batches shall be solely based on the quality of the infrastructure facilities provided and the administrative support and cooperation extended to the First Party.

3.10 Shall ensure the remittance of fees by the students as per the mutually agreed timeline.

#### 4. PAYMENT TERMS

The payment terms for the courses between the Parties shall be as mentioned in Table below. The terms for any additional courses to be included shall be incorporated to this agreement through an addendum signed by both the Parties.

| SI No | Course name    | Batch Strength | Institution incentive                                  |
|-------|----------------|----------------|--|
| 1     | Enrolled Agent | 30 & above     | Rs. 3000/-<br>subjected to<br>minimum 10<br>admissions |

#### 5. PAYMENT TERMS

5.1 The fee payment by the Second Party for the students shall be paid as follows:

- I. The Second Party shall pay the total fee collected from the students to the First Party before the class commencement after deducting the incentives as per clause 4 of this Agreement.
- II. The First Party shall commence the training only after receipt of payment of total fees.

5.2 The Second Party shall ensure that the payments as per the above Table are effected to the First Party, failing which First Party shall have the right to pause the training process.

5.3 The Second Party will be eligible to conduct an exclusive batch of the said programme only if the minimum student count as mentioned in Clause 4 is met. If the count is less, then the students will have the option to get enrolled into the general batch of Enrolled Agent conducted by First Party.

## 6. OTHER COVENANTS


**6.1 Representations:** Parties represents and warrants to have full right and legal capacity to execute and fully perform this Agreement and that there are no claims, actions or litigation, either pending or threatened, which will or may in any way limit, restrict, impair or interfere with this Agreement. Neither Party shall represent the other Party in any manner. This Agreement does not give any authority to any of the Parties to represent or exercise opinion or decision, on behalf of the other Parties unless a written consent is received.

**6.2 Successors and Assigns:** The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns and its connected persons, affiliates, provided that no rights or obligation herein shall be assigned by the parties without the prior written consent of the other Parties.

**6.3 Indemnity:** The Parties hereby undertakes to indemnify and keep the each other Party unconditionally, and its connected persons, affiliates, and their respective employees and agents indemnified against all losses which they may suffer or incur arising from:

- a) Any breach of its respective representations, warranties, covenants, undertakings, or obligations under this agreement; or

  
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Thiruvananthapuram

  
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b) Non-fulfilment of or failure to perform any covenant, obligation, Agreement or undertaking contained in this Agreement.

**6.4 Non- Disparagement:** The Parties shall not, at any time during the term of this agreement and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the other Parties, its connected persons, affiliates, its partners or the staff of any other Party or any of its connected persons, subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses or reputations. This provision as aforesaid and the non-disparagement obligation as mentioned in this agreement shall survive the termination of this Agreement.

**6.5 Exclusivity:** Nothing contained herein shall restrict the right of the Parties to enter into negotiations, business arrangements, partnerships, agreements, and the like do not affect the performance of the obligations of the respective parties under any definitive agreement/s the parties shall enter into and as may have been envisaged under this agreement. Nothing contained in this agreement shall restrict either Parties from offering same or similar programmes elsewhere, adhering to the norms if applicable.

**6.6 Relationship:** It is agreed between the Parties that nothing in this agreement shall be deemed to create a partnership, joint venture, or agency relationship between the Parties. No relationship of employer and employee is created between the Parties and / or any person engaged by the Parties.

**6.7 Publicity:** All materials intended to publicize the initiatives and activities resulting from the Parties discussions will be approved by all Parties prior to release. Upon the other Party's prior written consent (which may be via email), respective Party may use the other Party's trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, and website listings for the purpose of publicizing the initiatives and activities resulting from this Agreement. No Party may acquire any right, title or interest in any other Party's trademarks under this Agreement and no Party shall use the trademarks of the other Party without prior written consent.

**6.8 Amendment and Waiver:** No Amendment for change hereof or addition hereto shall be effective or binding on the Parties hereto unless set in writing and executed by the respective duly authorized representatives of the Parties hereto. Further, any waiver of

any of the terms hereof shall be valid if made by mutual consent of the Parties.

  
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CMD, ASAP KERALA  
Thiruvananthapuram

  
Dr. Chithra Gopinath  
Assistant Professor  
Principal in-Charge  
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T.K.M. College of Arts & Sc.  
Kollam - 691005, Kerala

**6.9 Confidentiality:** Subject to the exceptions provided in this clause hereinafter, Parties agree that they will keep all information pursuant to this Agreement confidential and shall not disclose to any third Person any Confidential Information with respect to the Agreement unless specified here under.

**Exceptions:** Party may disclose Confidential Information:

- i. to the extent to which it is required to be disclosed pursuant to Applicable Law;
- ii. to the extent to which it is specifically permitted by the other Party in writing;
- iii. to the extent that the Confidential Information is publicly available (other than as the result of a breach by such Party of its confidentiality obligation above.
- iv. to its employees and professional advisors, but only to the extent necessary and subject to such employees and professional advisors accepting an equivalent confidentiality obligation to that set out in this Clause Confidentiality

**6.10 Ownership of Materials/Intellectual Property:** Each Party acknowledges and agrees that the other Party owns the intellectual property rights that it owned or controlled prior to or created separately during but unrelated to this Arrangement, including any modifications thereto. Any work by the Parties resulting in the creation of new intellectual property will be governed by the applicable Definitive Agreement(s) that addresses intellectual property ownership. No jointly owned intellectual property is intended to be created by the Parties under this Arrangement. No right or license is granted to either Party or its affiliates under this Arrangement to any Confidential Information, know-how, or other intellectual property right owned or controlled by the other Party or such other Party's affiliates.

**6.11 No other Rights Granted:** Nothing in this Agreement is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favour of the other, nor shall this Agreement be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this Agreement.

**6.12 Force Majeure:** If the performance of any obligations by any Party as specified in this agreement is prevented, restricted, delayed or interfered by reason of force majeure then notwithstanding anything contained hereinabove, the Party affected shall be excused from its performance to the extent of such performance related to such prevention, restriction, delay or interference and provided the Party so affected uses its best efforts to remove such cause of non-performance and when removed the Party shall continue performance with utmost

urgency. For the purpose of this article "Force Majeure" means and includes fire, explosion, cyclone, floods, earth quake, war, revolution, blockage, pandemic or embargo, any law, order, demands or requirements of any Government or statutory authority, strikes, which are not instigated for the purpose of avoiding obligations herein or any other circumstances beyond the control of the Party affected.

**6.13 Disputes:** Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this agreement shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third Party. All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by the Party under this Agreement or of any matter whatsoever arising under this Agreement which have not been mutually settled, shall be referred to Arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint an Arbitrator. The place of Arbitration shall be Thiruvananthapuram. The language for Arbitration shall be English. The provisions of this clause shall survive the termination of this Agreement.

**6.14 Governing Law and Jurisdiction:** This agreement and any matter relating to this agreement shall be governed by and construed in accordance with the laws of India, and shall be subject to exclusive jurisdiction of the courts in Kerala.

**6.15 Notices and notifications:** Any notice or notification required to be given under the provisions of this agreement must be given in writing via mail on the agreed email ID by both parties.

**6.16 Matters not provided in:** If any doubt arises as to the interpretation of the provisions of this agreement or as to matters not provided therein, the Parties shall consult with each other for each instance and resolve such doubts in good faith.



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6.17 **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to be the original and all counterparts shall collectively constitute a single instrument

For **ASAP Kerala**



For **T.K.M. College of Arts and Science**

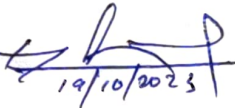
  
Dr. Usha Titus  
Chairperson and Managing Director  


  
Dr. Chithra Gopinath  
Principal  


Date: 19-10-2023

Date: 19-10-2023

Witness:   
Name and Signature: 

Witness: Shiny Selam  
Name and Signature:   
19/10/2023

