भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

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DU 896972

Memorandum of Understanding between Centre for Continuing Education Kerala, Thiruvananthapuram and TKM College of Arts & Science, Kollam for establishing a sub-centre of Kerala State Civil Service Academy at Kollam

THIS MEMORANDUM OF UNDERSTANDING made this 17.th day of October 2023 between The Director, Centre For Continuing Education Kerala having their office at Charachira, Kowdiar P.O., Thiruvananthapuram, Kerala, PIN– 695003, hereinafter referred to as CCEK and include their respective heirs, executors, administrators and assigns of the First Part and The Principal, TKM College of Arts & Science, having their office at Karicode, Kollam, Kerala, PIN - 691005, hereinafter referred to as TKMCAS and include their respective heirs, executors, administrators and assigns of the SECOND PART for establishing a campus of Kerala State Civil Service Academy (KSCSA) in Kollam District;

WHEREAS Kerala State Civil Service Academy is one of the pioneering Government Institution established by Government of Kerala under CCEK.

AND WHEREAS TKMCAS is an institution which believes that education has a crucial role to play in reforming society by inculcating values into the minds of the younger generation, alongside academics and has witnessed the efflorescence of academic exuberance and achievements that stand the test of the time.

DIRECTOR
CENTRE FOR CONTINUING EDUCATION KERALA
THIRUVANANTHAPURAM - 695 003

PRINCIPAL
TKM COLLEGE OF ARTS & SCIENCE
KOLLAM - 691 005
KERALA

K. AMBILI
STAMP VENDOR

TREASURY
08 FEB 2025

DU 112825
10-2-2023

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AND WHEREAS TKMCAS agrees to provide all the required facilities to CCEK, without any payment from CCEK, considering their commitment to the society and education, as consideration, for establishing a centre of Kerala State Civil Service Academy at Kollam till Government of Kerala decides to have a new campus for the Academy.

AND WHEREAS Government of Kerala has accorded administrative sanction for establishing a centre of Kerala State Civil Service Academy at Kollam as per the GO(Rt) No. 173/2019/H.Edn. dated 02/02/2019.

AND WHEREAS MoU for 3 years w.e.f 13.02.2019 was signed between CCEK and TKM College of Arts & Science for utilization of the building facility by TKM College, Kollam and the validity of the MoU was further extended for one year w.e.f 13.02.2022

AND WHEREAS on expiry of the validity of MoU on 12.02.2023 both the parties mutually agreed to renew it and are desirous of recording the terms and conditions of their agreement in writing.

DIRECTOR
CENTRE FOR CONTINUING EDUCATION KERALA
THIRUVANANTHAPURAM - 695 003

PRINCIPAL
T.K.M. COLLEGE OF ARTS & SCIENCE
KOLLAM - 691 005
KERALA

K. AMBILI
STAMP VENDOR

02 FEB 2023

W. 12826.
10/1 - ത്രിതല. കൊല്ലം.
10-2-2023
ഓഫ് അക്കൗണ്ട്സ് ആന്റ് സ്റ്റാമ്പ്സ്.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:-

1) CCEK will provide all the technical support, Centre Coordinator, staff, faculties, announcement, advertisement, admission formalities, fee collection and any other information required for conduct of the classes and will conduct the classes and provide training to the students as per a pre-planned schedule fixed by CCEK.

2) CCEK will meet the expenditure in connection with the salary or wages to the Coordinator and staff, remuneration to the faculties and other expenses in connection with the conduct of classes.

3) **Arrangements of office such as Installation of Computer, Internet connection, Photocopiers, water and electricity, Telephone for the functioning of the sub-centre office will be provided by CCEK.**

4) CCEK will conduct the classes as per a pre-planned schedule in accordance with the policies and practices of CCEK and Kerala State Civil Service Academy.

5) CCEK will conduct the classes in the campus of TKMCAS on all its working days including Sundays or any other public holidays without affecting the normal functioning of the college.

6) **Course Syllabus/Learning materials course details shall be provided by CCEK.**

7) The understanding between CCEK and TKMCAS decides to establish a sub-centre of Kerala State Civil Service Academy in the campus of TKMCAS till Government of Kerala decides to shift the sub-centre to a new campus or to stop its operation in Kollam District.

8) TKMCAS will provide all required infrastructure in the college premises except those mentioned at clause 3 suitable for conducting the courses of the Academy, free of cost without receiving any remuneration.

9) TKMCAS will provide at least four big sized classrooms which can comfortably accommodate 60 students each, one big sized room for use as reading space for students and one faculty cum office room for commencing the classes with sufficient good quality furniture, white board, fans and lights, electricity and water etc., and permit CCEK for the usage of the same during the functioning of the Academy as per the time schedule and instructions of CCEK.

10) TKMCAS will provide separate toilet blocks for boys and girls and allow usage of the same to the students of the Academy during the functioning of the Academy as per the time schedule and instructions of CCEK.

11) TKMCAS will make necessary arrangements to open and close the gates of the campus, classrooms and faculty room for functioning of the Academy during its working days including Sundays and other public holidays, as per the time schedule and instructions of CCEK.

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T.K.M. COLLEGE OF ARTS & SCIENCE
KOLLAM - 691 005
KERALA

T.K.M. COLLEGE OF ARTS & SCIENCE KERALA KOLLAM 691005

12) TKMCAS will provide all the assistance, required for the smooth functioning of the Academy in the campus of TKMCAS as and when warranted.

13) **Expenditure, proportionate to electricity and water consumption for the purpose of running the centre shall be paid by CCEK against bills. Expenses for generator maintenance, daily cleaning and other expenses for running of the sub-centre shall be paid by TKMCAS in time and the same shall be reimbursed by CCEK on submission of documents.**

14) TKMCAS will provide access to its library for the students of Kerala State Civil Service Academy as per the norms and practices of the Academy, free of charges.

15) TKMCAS shall not use any of the course materials or service of faculty of Centre for Continuing Education Kerala for any purpose, without the written consent of CCEK.

16) CCEK authorities shall have the right to inspect this Sub Centre at any time during working hours. Before organizing functions, inaugurations etc, the Centre shall obtain prior consent of Director so as to ensure Government control on the overall working of this sub centre functioning in a private institution.

17) The VALIDITY OF THE MoU shall be for a period of 1(One) year from 13.02.2023. Depending on the requirement, the MoU may be extended for a further period as mutually agreed upon by CCEK and TKMCAS.

18) However it shall be within the rights of both parties to cancel this MoU for the reason proved violation of any of the clauses of this agreement after giving due notice of such violation. All notices shall be served on the addresses of the parties by respective parties, three calendar months in advance. However, such cancellation shall be given effect to only after both parties mutually ensure that all steps have been taken to protect the interests of both the parties up to the date of cancellation and also the interests of the students admitted to the course/s.

19) In case of any dispute/difference of opinions in respect of any of the above clauses including its interpretation thereof, or in any matter which is not specifically mentioned in the above clauses, the matter will be submitted for a decision of the Co-ordination Committee comprising of the Director, CCEK, as the Chairman and the Principal, TKMCAS and the Coordinator, KSCSA, Kollam, as the members. The decision of the Co-ordination Committee on any or all of the matters thereof shall be final and binding on both the parties. But if the dispute is not settled by the Co-ordination Committee, the dispute can be referred to Government i.e. Higher Education Department for adjudication. All disputes /legal issues arising of this MoU or with regard to the clauses in this MoU shall be determined /adjudicated by the courts having jurisdiction in Thiruvananthapuram only.

20) TKMCAS shall not make any claim for any amount for their services mentioned in the MoU other than for the services mentioned in clause No.13.

21) Following the request by the TKMCAS and as per the decision of the 21st meeting of Governing Body of CCEK, from the academic year 2023-24 onwards admission and fee

DIRECTOR
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THIRUVANANTHAPURAM - 695 003

PRINCIPAL
M. COLLEGE OF ARTS & SCIENCE
KOLLAM - 691 005

ARTS & SCIENCE

concession shall be given to 5 students sponsored by the college to the Course' PCM Weekend batch'.

The parties hereto record that this Memorandum of Understanding reflects the broad terms of their Agreement and they agree to execute and sign.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED by the within-named;

The Director,

Centre for Continuing Education Kerala.

Thiruvananthapuram.

DIRECTOR
CENTRE FOR CONTINUING EDUCATION KERALA
THIRUVANANTHAPURAM - 695 003

SIGNED AND DELIVERED by the within-named;

The Principal

TKM College of Arts & Science,

Karikode, Kollam.

PRINCIPAL
T.K.M. COLLEGE OF ARTS & SCIENCE
KOLLAM - 691 005
KERALA

T.K.M. COLLEGE OF ARTS & SCIENCE KOLLAM-691005 KERALA

In the presence: 1. Sandhya S Nair
Coordinator, KSCSA, Kollam.

2. Shaji S
Clerk, KSCSA, Kollam.

STAMP VENDOR