



# Jamia Nadwiyya Training College

(Affiliated to Calicut University and Recognized by NCTE)

Salah Nagar, Edavanna.P.O., Malappuram (Dt), Kerala, Pin: 676 541

E-mail: jntcedavanna@gmail.com, Website: www.jntcedavanna.com

*Ref:*

*Date:* 8<sup>th</sup> June 2022

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is signed between **Amal Skill Development Centre, Amal College of Advanced Studies, Santhigramam, Myladi, Eranhimangad P.O, Nilambur - 679329, Kerala** a Private Autonomous College affiliated with the University of Calicut represented by its Principal Dr.Zacaria T.V and Director of Amal Skill Development Centre Dr. Shihaudheen C as the **First Party**.

**and**

**Jamia Nadwiyya Training College, Edavanna Salahnagar, P.O. Edavanna, Ernad (T), Malappuram (Dist.), Kerala - 676 541** (which expression shall unless repugnant or inconsistent with the context or meaning thereof, be deemed to mean and include its business administrators, successors in title, legal representatives and permitted assigns)

**Whereas**

The First Party, intending to create human resources with necessary Knowledge, Skill, and Attitude in English Language and Training, has designed many educational programmes, in association with Cambridge University Press and Assessment with embedded Upskilling/Apprenticeship Training and conducts the same in collaboration with appropriate institutions.

The Second Party is desirous of introducing a Communicative English Programme to improve English language skills of the students in **Jamia Nadwiyya Training College, Edavanna Salahnagar, P.O. Edavanna, Ernad (T), Malappuram (Dist.), Kerala - 676 541** .

Therefore, this Agreement is entered into between the First Party and the Second Party for a term of five years.



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## **Purpose:**

1. The objective of this Agreement is to launch and efficiently conduct Upskilling Training for all the graduate students of second Party, Online Courses as mentioned in Appendix A (hereinafter referred as 'Collaborative Programmes') from the Academic Year 2023-24 at the premises of the Second Party in collaboration with the First Party.

## **Obligations of the First Party:**

2. Register the Second Party as a Collaborating Institution.
3. Train the faculty members of the Second Party handling the Collaborative Programs.
4. Provide faculty members and students of the Second Party access to offline and online learning materials for appropriate number of domain courses during the training program.
5. Provide website access of Cambridge University Press and Assessment for meeting the additional training requirements of the trainees from the college of the Second Party,
6. First party will give the guidance to the trainees from the second party, along with that assessment assistance will also be provided by the first party to second party
10. Perform such other duties as may be mutually agreed with the Second Party.

## **Obligations of the Second Party:**

11. The Second Party shall take appropriate steps to get the Collaborative Programs approved by various academic bodies like the Board of Studies, Academic Council, and other relevant regulatory bodies.

Second Party must provide room and all other facilities, such as ICT enabled classrooms, visual equipment and audio equipment, of the campus which is needed for the training sessions.



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12. The Second Party may modify the evaluation/assessment criteria for the Collaborative Programs wherever necessary to suit its norms, standards, and practices.
13. The Second Party shall obtain a Joint Undertaking, in the format jointly developed by both Parties
14. First party and Second party have to co-operate each other to run the course in a full-fledged manner
15. The Second Party shall ensure the development of students to make them worthy for the further trainings, knowledge exchanges & soft skills.
16. The Second Party shall ensure proper attitude, and behavior of its students
17. The Second Party shall nominate Faculty Mentor to each student to motivate and guide them to overcome attitudinal and other issues faced by the student during Apprenticeship Assignment. The Second Party, through the Faculty Mentors, shall monitor attendance and performance of its students and keep the First Party, without any loss of time, informed of any abnormality.
18. The Second Party shall provide to the First Party all necessary data/information about the conduct of the Collaborative Programs whenever required.
19. The Second Party shall take up the Cambridge Assessment test assisted by the First Party to continuously improve the process to graduate industry-relevant human resources.
20. The Second Party shall provide accommodation assistance, hospitality, and local conveyance to the visiting experts (two experts per Batch of students) deputed by the First Party for the assessment. (this term is only applicable for offline batches).
21. The Second Party shall offer and conduct the Collaborative Programs only at the agreed Centre. Offering the Collaborative Programs in additional Centers is not permitted by the First Party unless a written agreement is signed between the Parties
23. The Second Party shall appoint and notify one Programme Coordinator & one Assistant Programme Coordinator, and a Single Point of Escalation for all aspects of the



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MOA, who will Interact/communicate with the First Party regularly on matters relevant to the conduct of the Collaborative Programs, provision of required Information/data to the First Party, and for all aspects of the MOA

## Collaboration Fee

24. The Students of the Second Party agrees to make payment of Collaboration Fee of 1000 RS (Fee may vary according to the Cambridge University Press & Assessment Fee updates) per students for the online training as well as Cambridge text book

25. The Students of the Second Party agrees to make payment of Collaboration Fee before the commencement of the training programme.

26. The Students of the Second Party agrees to make payment of Collaboration Fee of 1000 RS (Fee may vary according to the Cambridge University Press & Assessment Fee updations) if the trainees wanted to write Upskill English Proficiency Test.

27. The Agreement shall be valid until the second party decides to stop the course or the agreement will last for only 11 months. If the second party wants to continue the course, renewal of the contract can be done in each year.

28. The term of Agreement shall be extended for further period/batches on mutual consent between both Parties

## Termination

29. The MCA would stand cancelled if the Collaborative Programs, for which the MOA has been signed, has/have not been launched/implemented in the Academic Year mentioned in Clause 1 above.

30. The Agreement might be revoked by either Party, If the term/s of this MoA is/are violated by either Party



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## Force Majeure

31. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected

## Course of Events.

32. Both Parties shall not be liable for a penalty, liquidated damages or for default, if and to the extent that, its delay in performance or other failures to perform their obligations under the Agreement is the result of an event of Force Majeure.

33. For purposes of this cause, "Force Majeure" means an event beyond the control of both Parties, not involving any Party, not involving the any Party's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, instances of wars or revolutions, fires, floods, epidemics, quarantine restrictions, and transport or freight embargoes that might have an impact on the performance of the any Party.

## Dispute Resolution:

34. The Parties to the NGA shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with this Agreement.

35. Any dispute of difference whatsoever arise between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or the validity of the breach thereof, which cannot be resolved through the above mentioned method, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein if the parties cannot agree to the appointment of the rate within a period of one month from the notification by one Party to the other of existence of such dispute, then the Arbitration shall be governed by a Committee of Experts constituted with equal membership for both Parties moderated by a person who is convenient for both



Phone: 9074117626

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36. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made thereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof.

## Course Materials:

37. Online Course Materials comprising Script, Video Lectures, Additional Reading Materials, Discussion Tern, and Self-assessment questions, developed and copyrighted by the First Party are for the exclusive reference of students pursuing the Collaborative Programs and faculty members.

38. The Second Party may make constructive suggestions to improve the Course Materials so as to make them contemporary and useful to the students.

39. The Second Party shall not download and use or share the copyrighted Course Materials developed by the First Party with inputs from the Second Party for any other purpose.

## Effective Date of Agreement:

40. This Agreement shall be with effect from the date of signing this Agreement. In WITNESS WHEREOF the Parties hereto have executed this Agreement as of the: 8<sup>th</sup> June 2022 hereinabove written.

Signed by the authorized signatory of the 1<sup>st</sup> Party Signed by the authorized signatory of the 2<sup>nd</sup> Party

Sign:

**Dr.ZACARIATV**

**Principal**

**Amal College of Advanced Studies**

**Santigram Myladi, Eranhimangad P.O, Nilambur-679329 Kerala**

Prof.(Dr ) ZACARIA T.V.

PEN: 470319

Principal

Amal College of Advanced Studies  
Eranhimangad P.O., Nilambur - 679329



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Witness 1

Sign:

Sign:

Principal

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Malappuram (Dist.), Kerala - 676 541

PRINCIPAL  
Jamia Nadawiyya Training College  
Salah Nagar, Edavanna  
Pin : 676541, Malappuram

Witness 2

Baby Rehana

Sign:

Name: Dr. Shihabudheen. C  
Designation Asst. Prof, of English

