



தமிழ்நாடு தமில்நாடு TAMILNADU

CG 313672

100/-  
24.2.2022

JEYRAM EDUCATIONAL TRUST  
ARIYALUR.

S. Balakrishnan, M.A.  
முத்திரைக்காரர் விதிகளின்படி,  
உரிமம் எண்: 1/87-313672  
தலைமையகம்: அரியலூர்,  
தமிழ்நாடு. தொ: 04660004666

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered on this 8<sup>th</sup> February 2022 Between IIC (Institution's Innovation Council), ST. MARY'S COLLEGE (AUTONOMOUS), THOOTHUKUDI, affiliated to Manonmaniam Sundaranar University, Tirunelveli, and JEYRAM EDUCATIONAL TRUST, Registration No. IV-195/2009, a TRUST registered under Indian Trust ACT 1882, having its registered Head Office at the address No. 7/1A, Chellamuthunaicker Street, ARIYALUR-621704, Tamilnadu represented by its Chief Executive Officer Mr. J. Balakrishnan (hereinafter called "TP" (Training Partner)) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assign) of the Second Part. COLLEGE and TP are individually referred to as "Party" and collectively referred to as "Parties".

ST. MARY'S COLLEGE (AUTONOMOUS), THOOTHUKUDI, in discharge of its obligation towards facilitating the infrastructure including the suitable Premise, Lab Rooms, Class Rooms, Wash rooms etc., Tools & Equipments along with the

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For JEYRAM EDUCATIONAL TRUST

*J. Balakrishnan*  
Chief Executive Officer





amenities required by the TP for the purposes of implementation of "Skill Training & Development programs to the youths through both the State & Central Government schemes such as TNSDC/NSDC in Tamil Nadu (hereinafter referred to as the "Project").

**AND WHEREAS** COLLEGE and TP have mutually discussed, agree up on and entering in to this Memorandum of Understanding dated 8<sup>th</sup> February 2022, thereby recording the various terms and conditions as agreed amongst the parties in this regard;

**AND WHEREAS** under the said Project, COLLEGE shall contribute required infrastructure facilities along with tools & equipments for the Project, and the TP ensure to implement the Project by providing Skill Training and Placement to the unemployed youth especially women, and lead towards achievement of the aim and objective of the Project to instil economic security and stability and holistic development facilitating enhanced access to opportunities in Industry based jobs, through self-employment and develop entrepreneurs ;

**AND WHEREAS** in pursuance on the terms and conditions of the MoU, the "TP" has also been identified as an "Approved Training Partner" of TNSDC/NSDC and other ministries for the purposes of executing the Project as per the terms & conditions of the MoU.

**NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY MUTUALLY AGREED BETWEEN PARTIES HERETO AS FOLLOWS:**

**1. Objectives of MoU:**

- 1.1 The TP shall set up and initiate the Skill Training Program at the COLLEGE campus and COLLEGE agreed to provide necessary support.
- 1.2 To create an environment which is conducive to a co-operative relationship between the parties to ensure the effective support for the implementation of the Project and Training Programme;
- 1.3 To ensure that the TP delivers the provision of a high quality of service / training being imparted for the trainees in terms of the standards and as per the NSQF norms set by SSC and TNSDC/NSDC;
- 1.4 To define the commencement of the MoU, its initial term and the provision for reviews;
- 1.5 To institute a formal system of objective service level monitoring ensuring that reviews of the MoU are based on factual data;

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*J Balaji*





- 1.6 To provide for all parties to the MoU a single, easily referenced document which caters for all objectives as listed above.

## **2. Validity of MoU**

- 2.1 The MoU shall commence from the Execution Date and shall remain in force till **8<sup>th</sup> February 2025**, which may be extended for a further period by mutual consent of both the Parties in writing unless it is prematurely terminated in accordance with the terms of this MoU.
- 2.2 The Parties shall strictly adhere to and follow the timelines as agreed between them under this MoU.

## **3. Roles and Responsibilities of the Parties**

- 3.1 The TP undertakes to Mobilize trainees, counsel the trainees, provide all the required Skills, Knowledge, care and diligence in the provision of training to the trainees selected under the Project and Training Programme.
- 3.2 The COLLEGE agrees to provide the required and suitable Premise including the Class Rooms, Meeting Rooms, Labs with Tools & Equipments, Rest Rooms, Parking area suitable to set up the Skill Training & Development activities by the TP at the proposed portion in the COLLEGE campus.
- 3.3 The TP shall ensure mobilization and counselling of candidates, as per TNSDC/NSDC requirements and shall conduct the training program as per SSCs standards in line with National Skills Qualification Framework (NSQF) for the execution of Project.
- 3.4 The TP shall, at its own cost, ensure wide publicity around the identified locations so as to ensure that the information and benefits of the programme reach the people around the vicinity of the COLLEGE.
- 3.5 The TP shall co-brand COLLEGE in all Training Programme related displays, coverage and publicities. The TP will at all times comply with branding guidelines of COLLEGE and TNSDC/NSDC as amended from time to time.
- 3.6 The TP shall make available requisite infrastructure, qualified trainers, curriculum and delivery systems to provide training as per TNSDC/NSDC and Sector Skill Council Standards in line with National Skills Qualification Framework (NSQF) for implementation of skilling programs under the Project and Training Programme.

  
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- 3.7 The TP shall ensure that the quality aspects, methodology of implementation of the Project and Training Programme complies with the comprehensive training as per industry requirement of the said region without disconcerting the COLLEGE students and its regular activities.
- 3.8 The TP shall be solely and exclusively responsible for all acts and omissions of its Trainees, Trainers, Non-Teaching Staff and any persons, associations, institutions engaged by it whether or not in the course of implementing the Training Programme under the Project and for the health, safety and security of such persons or entities and their property.

#### 4 Commercials

- 4.1 The TP undertakes that it shall pay to COLLEGE its agreed Share/ Utilization charges / Rental charges within 10 working days.
- 4.2 The COLLEGE agrees to collect the student's documents from the TP towards the rental charges for the Premise and the Tools & Equipments utilized by the TP.
- 4.3 The TP agrees to bear all the operational expenses related to implementing this Project such as the Student Mobilization charges, Staff Salaries, Electricity Charges, Promotional Expenses, Student Stipend, Assessment Fees, Event Management expenses etc.,

#### 5. Representations

- 5.1 COLLEGE confirms that all information provided to TP or its representatives, in connection with the Project and Training Programme, whether before or after the execution of this MoU, by or on behalf of COLLEGE is true, correct and complete in all respects on the date thereof, and is not false or misleading in any respect nor incomplete by omitting to state any fact necessary to make such information not misleading in any respect.
- 5.2 The TP confirms that all information provided to COLLEGE representatives, in connection with the Training Programme to be conducted under the Project, whether before or after the execution of this MoU, by or on behalf of TP is true, correct and complete in all respects on the date thereof, and is not false or misleading in any respect nor incomplete by omitting to state any fact necessary to make such information not misleading in any respect. The TP also represents, confirms and affirms that it is in compliance of all applicable laws and possesses all statutory approvals and compliances for the execution of this MoU and for implementation of the Training Programme.

*Lini Rose*  
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*J. Balakrishnan*





- 5.3 COLLEGE shall permit the representatives of TP inside the proposed premises during the office hours and for any emergency maintenance of Tools & Equipments. The representatives who are associated with the Project shall produce valid IDs for entering into the College premises.

## 6 Conflict of Interest

Neither the TP, nor its personnel shall engage in any personal business or professional activities, during the course of this MoU, which conflicts with or could potentially conflict with the object of the Project and Training Programme.

## 7 Disclosure of information & Publicity

- 7.1 The TP and its personnel shall not, during or after the expiry / termination of the MoU, disclose to any third party, any provision of the MoU or any confidential information arising from the MoU, other than as required for the proper performance of its respective duties here under except as per the applicable laws.
- 7.2 The TP shall appropriately publicize about the training programme and its schedule etc. by ways of pamphlets/banners in the location where the Training Programmes are to be conducted to ensure maximum turnout of beneficiaries.
- 7.3 Wherever possible, the TP shall consider giving wide publicity to the assistance provided by TNSDC/NSDC not only in their own internal publications, news-letters, but also in local dailies / any other mass communication channel etc.

## 8 Force Majeure:

- 8.1 If the performance of this MoU by either party is delayed, hindered or prevented or is otherwise frustrated by reason of "Force Majeure", which shall mean war/ hostilities, riot or civil commotion, fire, flood or earthquake, pandemic, lockdown, tempest, lightening or other natural physical disaster(s); restrictions imposed by the government or other statutory bodies which prevents or delays the execution of the Project, any event beyond the control of the parties to this MoU, then the party so affected shall promptly notify the other party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the MoU.
- 8.2 If at the expiry of the second period of suspension, the reasons for the suspension still remain, the parties shall treat the MoU as terminated due to Force Majeure.

*Sunil Rose*  
Principal 8/2/2022  
St. Mary's College (Autonomous)  
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*J. Balasubramanian*



## 9 Termination

Either of the parties be entitled to terminate this MoU on a mutual understanding. However, the COLLEGE agrees the TP to complete if any pending Training Activities before vacating the premises.

## 10 Confidentiality:

The TP shall not during the term of this MoU or after the expiration, thereof, disclose any proprietary or confidential information relating to this MoU or the business or operations of the MoU to the other parties.

## 11 General Conditions:

Nothing contained in this MoU shall be construed or have effect as constituting a relationship of employer and employee or principal and agent or trustee and agent amongst COLLEGE and the TP

## 12 Notices:

Any notice or request to be given or made by a party to the other shall be in writing and posted, delivered personally or sent by courier, registered or certified mail. Such notice or request shall be deemed to have been duly received by the party to whom it is addressed if it is given or made at such party's address specified below:

COLLEGE: St. Mary's College (Autonomous)  
Office: 104, North Beach Road, Thoothukudi-628001.  
Kind Attn: Dr. Sr. A.S.J. Lucia Rose  
Designation: Principal of the College  
Mobile No: 9600409821

TP: JEYRAM EDUCATIONAL TRUST  
Office: 7/1A, Chellamuthu Naicker Street, Ariyalur - 621704  
Kind Attn: Mr. Balakrishnan,  
Designation: Chief Executive Officer  
Mobile: 9443471888 / 9750962825


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*JBalaez*





IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED  
THESE PRESENTS ON THE DAY AND YEAR FIRST HERE IN ABOVE  
WRITTEN.

<p><i>Lucia Rose</i> <i>8/2/2022</i></p> <p>For and on behalf of COLLEGE St. Mary's College (Autonomous), Thoothukudi</p> <p><b>Principal</b> <b>St. Mary's College (Autonomous)</b> <b>Thoothukudi-628 001.</b></p> <p>Name: Dr. Sr. A.S.J. Lucia Rose Designation: Principal &amp; IIC President of the College</p>	<p><i>J. Balakrishnan</i></p> <p>For and on behalf of TP JEYRAM EDUCATIONAL TRUST</p> <p></p> <p>Name: J. Balakrishnan Designation: Chief Executive Officer</p>
<p>Witness:</p> <p><i>Shilpa C / 08/01/22</i></p> <p><b>Dr. C. Shibana</b> Assistant Professor of Zoology St. Mary's College (Autonomous) Thoothukudi - 628 001.</p> <p>Name: DR. SR. C. SHIBANA Address: 104, North Beach Road St. Mary's college (Autonomous) Thoothukudi.</p>	<p>Witness:</p> <p><i>M. Habibullah</i></p> <p>M.</p> <p>Name: M. Habibullah Address: Pondy</p>