

## FAROOK TRAINING COLLEGE

RESEARCH CENTRE IN EDUCATION, UNIVERSITY OF CALICUT |.

Govt. Aided College Attiliated to Calicur University and Recognized by NCTE FAROOK COLLEGE P.O

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Re-accredited by NAAC at A Grade with CGPA 3.54 (2012 - 2017)

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 22nd DAy of – June – Two Thousand and Twenty (22.06.2020), by and between

Farook Training College, Farook College, Calicut, Kerala the First Party represented herein by its Principal, Dr T Mohamed Saleem (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

### AND

Integrated Education Council India, Calicut, Kerala the Second Party, and represented herein by its Chief Executive Office, Dr. Mohamed Bedeeuzzaman Vettiyadan (herein after referred to as "Second Party", the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors — in-office administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

#### WHEREAS:

- A) First Party is a Higher Educational Institution named:
  - (i) Farook Training College
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Integrated Education Council India, the Second Party is engaged in preparing schemes and plans to promote quality in all facets of education including Pre-

- primary and school education. It also engaged in competency building and skill development of students.
- F) Integrated Education Council India, the Second Party is a registered trust guided by non-profit motives and governed by the provisions of the Indian Trust Act (Act II of 1882).
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is swom.

## NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS: CLAUSE 1 CO-OPERATION

- Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 3. The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

### CLAUSE 2 SCOPE OF THE MOU

- The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

- Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its associated schools/ Labs / Workshops/ Institutional Sites for the hands-on training of the learners enrolled with the First Party.
- 4. Research and Development: Both Parties have agreed to carry out the joint research advices in the fields of Early Childhood Care and Education.
- Skill Development Programs: Second Party to train the students of First Party on the emerging trends in order to bridge the skill gap and make them professionally ready.
- Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the new trends and in-house requirements.
- 7. Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the professional requirement considering the National Occupational Standards in concerned sector, if available.
- 1. Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships; and will facilitate placements for at least 30% of the students if they could meet the essential quality and standards. The Second Party will itself absorb at least 20 percentage of the trained students. An interview will be conducted by the second party for the selection of the candidates.
- Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- There is no financial commitment on the part of the Farook Training College, the
  First Party to take up any programme mentioned in the MoU. If there is any
  financial consideration, it will be dealtseparately.

## **CLAUSE 3 INTELLECTUAL PROPERTY**

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

# CLAUSE 4 VALIDITY

- This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Integrated Education Council India, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- Both Parties may terminate this MOU upon 30 calendar days' notice in writing.
   In the event of Termination, both parties have to discharge their obligations.
   CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES
- 5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

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Dr. T. MOHAMED SALEEM

Principal
Tenining College

Farook Training College,

PO. Faro Any divergence of difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Kozhikode.

AGREED:

For Farook Training College India,

Authorized Signatory

Principal
Farook Training College,
PO Trank College, Kozhikode

For Integrated Education Council

Second Party

Authorized Signatory



| Farook Training College                   | Integrated Education Council India   |
|---|--|
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Witness 1:

Dr. C. ANEES MOHAMMED Assistant Professor Farook Training College Farook College, Kerala

Witness 3:

Witness 2:

Basiluddien Azael
Witness 4: Aulieuns