

കേരളം കേരल KERALA

DD 215883

MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN
FAROOK TRAINING COLLEGE, P.O. FAROOK
COLLEGE, KOZHIKODE

&

SAFI INSTITUTE OF ADVANCED STUDY, VAZHAYOOR PO, MALAPPURAM
FOR
SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, R&D SERVICES,
ASSESSMENT SERVICES

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on 22.01.2021, by and between **Farook Training College, Farook College, Calicut, Kerala** the First Party represented herein by its **Principal, Prof. (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

SAFI Institute of Advanced Study, Malappuram, Vazhayur, Kerala the Second Party, and represented herein by its **Head of the Institution : Prof E.P. Imbichikoya** (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).

No. 37521 Rs. 100
NAME: Prof. E.P. Imbichikoya Principal
DATE: 7.1.2021
V.SUKUMARAN
Stamp Vendor
VELIPRAM

Prof. E.P. Imbichikoya
Principal
SAFI INSTITUTE OF ADVANCED STUDY
VAZHAYOOR EAST (P.O) - 673633
MALAPPURAM DIST, KERALA
SAFI INSTITUTE OF ADVANCED STUDY
MALAPPURAM
Pl. 673 633
VAZHAYOOR EAST

Safi Institute of
Advanced Study
Vazhayoor Malappuram

(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 and Assessment, Evaluation and Grading of the Teachers of SAFI Institute of Advanced Study.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) SAFI Institute of Advanced Study, the Second Party is engaged in preparing schemes and plans to promote quality in all facets of education

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

**CLAUSE 1
CO-OPERATION**

- 1.1 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.
- 1.2 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/evaluation, keeping in mind the needs of the institute, the Second Party





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- 1.3 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

- 2.1 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 and Teacher community to enhance their skills and knowledge.
- 2.2 **Skill Training:** The First Party also involve in Training Programs for the Teachers and students of second Party. The training and exposure provided to students and faculty through this association will build confidence and prepare the students and teachers to have a smooth transition from academic to working career.
- 2.3 **Assessment and Grading:** The first Party will conduct or cooperate with the assessment and evaluation of the Teachers of the second party and if required certificate will also be issued.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Education.
- 2.5 **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




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professionally ready.

- 2.6 **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 if required.
- 2.7 **Faculty Development Programs:** First Party to train the Faculties of Second Party for imparting training as per the professional requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.9 There is no financial commitment on the part of the **SAFI Institute of Advanced Study**, the Second Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3

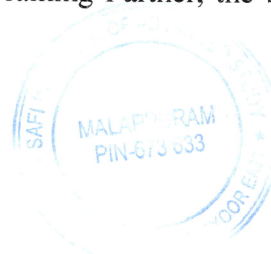
INTELLECTUAL PROPERTY


- 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

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period SAFI Institute of Advanced Study, 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




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termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

- 4.2 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.



First Party

Second Party
PROF. E.P. IMBICHIKOYA
PRINCIPAL
SAFI INSTITUTE OF ADVANCED STUDY
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Any divergence or 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.



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PRINCIPAL
SAFI INSTITUTE OF AD
VAZHAYOOR EAST
MALAPPURAM D
KERALA

AGREED:

For **Farook Training College,**
Farook College, Calicut

For **SAFI Institute of Advanced Study**
Vazhayoor, Malappuram

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Authorized Signatory

Authorized Signatory



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Witness 2:

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