



தமிழ்நாடு தமில்நாடு TAMIL NADU

EXCEL COLLEGE FOR COMMERCE AND SCIENCE  
KOMARAPALAYAM - 637 303.

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U. Umamaheswari  
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முத்திரைத்தாள் விற்பனையாளர்.  
உ.எண்.04/2015/NMKL,  
குமாரபாளையம் - 638 183.

**MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding ("MOU") is entered on this 10<sup>th</sup> March 2023 at Tirupur, by and amongst:

**Apparel, Made-ups & Home Furnishing Sector Skill Council** having its registered office at, 3rd floor, Flat No. A-312 To A-323, Somdatt Chamber-1, Bhikaji Cama Place, Africa Avenue, New Delhi – 110066 through its CEO & DG Dr. Roopak Vasistha, Second floor, PKP TEX Buliding, No.5,60 Feet Road, Kumaranathapuram, Tirupur-641602 (hereinafter called "AMHSSC") which expression shall unless repugnant of the context or meaning thereof be deemed to mean and include its successors and assign) of the One part;

AND

**Excel College for Commerce and Science** (herein referred to as the Second Party), having its campus at NH-544, Salem Main Road, Pallakkapalayam, Komarapalayam, Namakkal - 637 303 which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the Other Part;  
the Second Part;

AMHSSC and Excel College for Commerce and Science individually referred to as Party and collectively referred to as Parties.

R. Vignesh  
Principal 10/03/2023  
Excel College for Commerce and Science  
Komarapalayam - 637 303

K.S. SHANKARARAAGAVAN  
JOINT DIRECTOR & HEAD  
CENTER OF EXCELLENCE  
APPAREL, MADE-UPS & HOME FURNISHING  
SECTOR SKILL COUNCIL  
NO :5, 60 Feet Road, Kumaranathapuram,  
TIRUPUR - 641 602.

**WHEREAS:**

- A. AMHSSC is autonomous industry-led body under Ministry of Skill Development & Entrepreneurship, Govt. of India, which is responsible for creating Occupational Standards and Qualification NOS, developing competency framework, conducting Training of Trainers (ToT) and Assessors (ToA) Programs, conducting skill gap studies, and assessing and certifying trainees on the curriculum aligned to National Occupational Standards developed by them.**

**And WHEREAS Excel College for Commerce and Science is a reputed Self finance institute and part of a well known educational group, having UG PROGRAM in the sector in which AMHSSC is operational and is keen to collaborate with the SSC to conduct trainings, assessment & certification of the workforce as per National Skill Qualification Framework (NSQF).**

- B. The First Party has established its Centres of Excellence (COEs) in the various parts of the Country. Out of them, two such Centres at Tirupur and Delhi have started functioning. The major objectives of these COEs are;**

- Training of Trainers (ToT)
- Training of Assessors (ToA)
- Management Development programs (MDPs) for Supervisory and middle management
- Entrepreneur Development program (EDP)
- Entrepreneur Cell/ Startup incubator
- Makers Space
- Student Development Programs (SDPs)
- Faculty Development Programs (FDPs)

In addition to providing quality training to the students, the most important function of COE is to provide On the Job Trainings (OJT) to the trainees.

- C. The objective of this MOU is to establish an arrangement between the First Party and the Second Party, whereby, both the parties shall together work to organize TRAINING, SKILLING, CAPACITY BUILDING, Management Development Programmes (MDPs), Student Development Programmes (SDPs) and Faculty Development Programmes(FDPs) on Online, as well as Off line modes, provide actual training to the students while the actual processes of the Second Party would be done at the COE / ITS OWN PREMISES, (on case to case basis)**

**The 1<sup>st</sup> Party shall also facilitate/ assist in the apprenticeship and OJTs of the students trained in the Skill Programs in any related fields by the 2<sup>nd</sup> Party**

**1. The First Party Commitment**

Shall ensure that along with Second Party, the **SKILLING, TRAINING and other programs like MDPs, SDPs and FDPs** are adequately propagated thru its social media handles, as well as thru direct marketing efforts. Post completion of the MDPs, the First Party would ensure assessment/certification of the successful candidates.

**2. The Second Party Commitment**

The Second Party shall ensure;

- That competent faculty is available for conducting the **PROGRAMS / MDPs/SDPs/FDPs**.
- Content of the **SKILLING, TRAINING and other programs like MDPs, SDPs & FDPs** are duly prepared in consultation with the First Party.
- The Programmes are adequately propagated by CoE-AMHSSC\_its Social Media and PR Platforms.

*R. Vignesh*  
Principal 10/03/2023

Excel College for Commerce and Science  
Komarapalayam - 637 303

*[Signature]*  
**K.S. SHANKARAAGAVAN**  
JOINT DIRECTOR & HEAD  
CENTER OF EXCELLENCE  
APPAREL, MADE-UPS & HOME FURNISHING  
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NO :5, 60 Feet Road, Kumarananthapuram,  
TIRUPUR - 641 602

### 3. Reporting and Review

The Project will be reviewed jointly by all parties on a MONTHLY basis and appraised on phase basis for necessary changes/updates etc.

### 4. Commencement and Termination of MOU

The MOU shall commence on the date of its signing and shall remain in effect for a period of <3 years> subject to a mid-term review after <18 months> or end of the project, whichever earlier. The parties by mutual agreement in writing may reduce or extend the duration and scope of the agreement.

### 5. Other Covenants

- a. This memorandum will set up general conditions for cooperation in skill based certification of trainees and the parties intend to use as framework to continue and institutionalize their cooperation.
- b. Any other subject matter not included in this MOU that is necessary for the smooth function of the scheme shall be finalized through mutual consultation between SSC and SOB.
- c. The MOU or any part thereof may be amended at any time during its tenure only by consent in writing of all the parties through their representatives.
- d. Any difference or dispute between the parties concerning the interpretation and/or implementation and/or application of any of the provisions of this agreement shall be settled amicably through mutual consultation of negotiations between the parties without reference to any third party.
- e. The parties are entering into this agreement in good faith and intentions. Neither party will be responsible for any liabilities arising out of death injury or any legal action in respect of field staff, trainees or any other persons associated with the operationalization of this agreement.
- f. Each party may bring this agreement to an end by giving a 1 months' notice to the other via written notice. In case of premature termination of agreement on a notice, either party will be under obligation to complete the ongoing task/activities in its totality in best interest of the students.
- g. The physical infrastructures like buildings/stations or equipment/material purchased or provided by **Second Party** under this MOU will be solely owned by **Second Party** and there will be no transfer of ownership.

### 6. Arbitration

In the event of any dispute or difference between the parties, hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible then unresolved dispute or differences shall be referred to arbitration which shall be conducted in accordance with the provisions of Arbitration & Conciliation Act, 1996. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award, which shall be final and binding on the parties. Pending the submission of and/or decision on a dispute, difference or claim or till the arbitral award is published; the parties shall continue to perform all of their obligation under this agreement without any prejudice to a final adjustment in accordance with the award.

### 7. Force Majeure

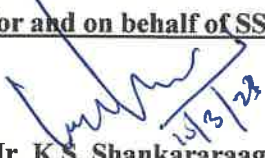



Neither party will be liable for any loss or damage resulting from delay or failure to perform any of its obligations within the time specified as a result of causes beyond its control (Force Majeure). Force Majeure may include, by way of example but limitation, those circumstances beyond the control of the affected party such as acts of god, the public enemy, acts of government, or any department or agency thereof, as well as fire, flood, earthquakes, epidemics, quarantine, riots, wars, civil insurrections, freight embargoes, labour disputes, localized conflicts, accidents and unusually severe weather.

  
Principal 10/03/2020

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Kumarapalayam - 637 303

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

<p><u>For and on behalf of SSC:</u></p> <p> 10/03/23</p> <p><b>Mr. K.S. Shankararaagavanan</b> <b>Joint Director</b> <b>CoE-AMHSSC</b> <b>Tirupur</b></p>	<p><u>In the name and on behalf of ECCS</u></p> <p> 10/03/2023</p> <p><b>Principal,</b> <b>Excel College for Commerce and Science</b> <b>NH-544, Salem Main Road,</b> <b>Pallakkapalayam, Komarapalayam,</b> <b>Namakkal – 637 303</b></p>
<p>In the presence of witnesses:</p>	<p>In the presence of witnesses:</p>
<p>(1)</p> <p> Mr. N. Jabarali <b>Deputy Director &amp; MBD</b> <b>Tirupur</b></p>	<p>(1)</p> <p> 10/03/2023</p> <p><b>HOD, TFD &amp; CDF</b> <b>Excel College for Commerce and Science</b> <b>NH-544, Salem Main Road,</b> <b>Pallakkapalayam, Komarapalayam,</b> <b>Namakkal – 637 303</b></p> <p>(2)</p>



---END OF MoU---

