



मेघालय MEGHALAYA

218820

**MEMORANDUM OF UNDERSTANDING(MOU)**

**THE AGREEMENT**

This AGREEMENT made and entered into on 12/1/2023 between Kiang Nangbah Government College, Jowai, Meghalaya, India (hereinafter referred to as the "College" which expression shall where the contest so admits include its successors and permitted assigns) of one part and

MIMS Institute, Assam- A skill training partner (TP040560) and educational Institute (hereinafter referred to as "ASSOCIATE" which expression shall where the contest so admits include its successors and permitted assigns) of the other part.

The agreement is operated through The ..... of The College and Director & CEO of The ASSOCIATE.

**SCOPE**

WHEREAS The ASSOCIATE is engaged in providing training, skill development, consultation and his strength in development and delivery, innovations and marketing of technology trainings etc. particularly in the areas of Healthcare, Agriculture, Tourism, Retail, BFSI, Textile, Construction, Solar, IT and Competitive Exam coaching has approached The COLLEGE to establish and effective relationship in the larger interest of the sectors.

and

WHEREAS the COLLEGE is a a premier institution of Higher Education in the West Jaintia Hills District of Meghalaya and one of the Government Colleges, which was established in the state. Located in a vast and well-maintained campus conducive for acader.ic activities, the college offers Arts, Science and Commerce courses the Degree level, has agreed for this mutual association.

*Callah*  
Principal,  
K. N. Govt. College  
Jowai.

For MIMS INSTITUTE  
*Manas Kr. Sharma*  
PROPRIETOR



Now therefore in consideration of the previous and mutual covenants hereinafter contained, the parties hereto agree to jointly play an effective role in uplifting the sectors through skill enhancement of the Technical and skilling the students through class room and industry specific practical training ensuring quality delivery towards excellence in the above areas mentioned above.

### Objectives

- Design, develop and deliver programmes ensuring required quality in the area domain mentioned above which in turn will lead to professional courses as per the industry requirements and making aspirants employable.
- To be quality skill enhancement partner and projects/system integrator for corporate and government agencies
- Faculty Development Programmes (FOP) for COLLEGES and skill training partners
- Working closely with industry for establishing the curriculum as per its requirements and also with academia in order to enhance the quality of Technical and skill education in the country.
- Enhancing skills of students/aspirants through internship and vocational training.
- Playing an effective role in the ongoing Govt. initiative on "Skill Development Mission" with a view to contribute to the overall target of skilling/upskilling 500 million people in India . Also making efforts towards setting up a "Centre of Excellence" in order to enhance the competency level of aspirants and the faculty for Technical, Engineering & Healthcare education.

### Role of the COLLEGE

- (i) The COLLEGE shall provide the available infrastructure & basic amenities such as electricity, water, telephone, etc.; suitable and ready for delivering the training courses and other activities in conjunction with the ASSOCIATE in the scope.
- (ii) The COLLEGE shall provide a workable space/ room with basic amenities for the staff of The ASSOCIATE to facilitate marketing & related activities for successful outcome of joint activities.
- (iii) The COLLEGE shall help to develop market through its existing established network and would support in marketing exercise.
- (iv) The COLLEGE shall nominate a coordinator as a point of contact (POC) for ASSOCIATE for proper operation of MoU.
- (v) The COLLEGE shall treat ASSOCIATE as a training partner for joint activities for mutual



*S. Akilash*  
Principal,  
K. N. Govt. College  
Jowai.

For, M/S UMMS INST. JOWAI  
*Manoj Kumar Sharma*

benefits.

### Role of the ASSOCIATE

- (i) The ASSOCIATE shall utilize its strength to align with various skill development programmes and initiatives to meet the objectives of The COLLEGE. It shall accordingly design and deliver various programmes within the overall scope of MoU.
- (ii) The quality delivery is the responsibility of The ASSOCIATE and The ASSOCIATE would have to have in-house or engage the required manpower and the faculty as per the requirement, in conjunction with the COLLEGE.
- (iii) The ASSOCIATE shall design, develop and provide required course materials & practical training to the students.
- (iv) The ASSOCIATE shall market the programmes to make them successful. It shall also guide and support the students for proper placement.

### JOINT RESPONSIBILITIES:

1. Marketing & mobilization of the students shall be carried out jointly as per mutual agreed terms.
2. Promotion for the programmes undertaken shall be advertised/ propagated through respective websites of the parties.
3. Technical workshops/ promotional workshops within the scope of the MoU.
4. Assessment of the courses shall be carried out jointly by both the parties.
5. Successful business models developed shall be emulated at other MIMS Centres, as per mutual agreement with other MIMS Centres.

### FINANCIAL ARRANGEMENT

Course fee (where ever applicable) shall be decided in mutual agreement by both the training partners for all the programs to be conducted jointly by Kiang Nangbah Government College, with MIMS Institute.

1. For courses under the purview of SSCs, fee from the students shall be collected as per the allotment of seats by SSCs to respective training partners, i.e. 'The COLLEGE' or 'The ASSOCIATE', or shall be collected by different parties as the case may be.
2. Promotional costs as mutually agreed shall be offset against total revenue to be shared.
3. Direct Marketing cost (say advertisements in newspaper, arranging an event at the COLLEGE) shall be shared by both parties
4. Revenue sharing mechanism: (Mutually agreed)
  - a. The ASSOCIATE
  - b. The COLLEGE,
5. The revenue sharing shall be done within 15 days once the payment is realized.
6. The COLLEGE shall not be liable for discharging any financial commitments made by the ASSOCIATE or vice-versa.



*Principal,*  
K. N. Govt. College  
Jowai.

*Manas Kr Sharma*

### **Duration and Termination of Agreement**

MOU shall be effective from the date of signing and shall remain in force for a period of Five years. It shall automatically be renewed for next Five years until & unless discontinued by either party.

The COLLEGE has the right to terminate the agreement for non-performance of the ASSOCIATE, based on half yearly detailed reviews.

In case the ASSOCIATE intend to terminate the contract, it shall communicate the COLLEGE six months in advance and in addition it shall meet all its obligations for the running or announced batches. In case of even long duration batch (if any), it is obligation of the ASSOCIATE to make it successful.

### **Confidentiality**

The COLLEGE agrees and confirms that all Intellectual Training Material shall at all time vest in and remain with and belong to the ASSOCIATE and cannot be used for at least two years from the date of termination/ completion. The COLLEGE shall not be liable for any suit on account of demands for infringement of copyright etc. by the ASSOCIATE which has no nexus with the objective of the MoU.

### **General Provisions**

- (i) Both the Parties have full power and authority to enter into this MoU and take any action execute any documents required by the terms hereof; and that this MoU, entered into has been duly and validly executed and delivered, and is a legal, valid, and binding obligation of, enforceable in accordance with the terms hereof; and that the executants of this MoU are duly empowered and authorized to execute this MoU and to perform all its obligations in accordance with the terms herein.
- (ii) This agreement shall not be binding for any other agreement for either party. Parties shall be free and independent to carry on other services and trainings besides that covered under the scope of this agreement.
- (iii) The ASSOCIATE & The COLLEGE shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of duly constituted Govt, authorities in India and shall obtain all licenses, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered hereunder.
- (iv) The ASSOCIATE shall strictly follow the COLLEGE norms, rules and regulations for conducting the programs and shall maintain the COLLEGE high standards.

*K. N. Govt. College  
Principal,  
Jowai.*

*Manas Kl Sharma*



- (v) All courseware provided by the ASSOCIATE is its copy right. Confidentiality of same shall be maintained and the COLLEGE should ensure It is not replicated in the other Centre's of IETE or outside.
- (vi) Both parties can use logo, trade name, course modules & other related materials for promotion of the courses to be conducted jointly within the scope of this MoU.
- (vii) Both parties shall promote the arrangement and courses through respective websites

**STEERING COMMITTEE**

The MoU Provisions for constitution of a steering Committee with the following constitution with a view to operate the agreement quite meaningfully and successfully:

- |                                  |        |
|----------------------------------|--------|
| (1) Principal/.....COLLEGE       |        |
| (2) IQAC Coordinator COLLEGE     | Member |
| (3) Director & CEO The ASSOCIATE | Member |
| (4) SPOC, The ASSOCIATE          | Member |

NB: The quorum of the meeting of the steering committee shall be the Chairman plus TWO members. In the absence of Chairman, IQAC coordinator shall chair the steering committee. The functions of the steering committee shall be to oversee the planning and meaningful execution of the Agreement as delineated below:

- (1) To ensure effective collaboration with industry for improved employability.
- (2) To participate effectively and get integrated with skill development mission
- (3) To bring Academia and industry on a common platform and evolving strategy to map the requirements of each other and competent manpower to industry with updated employable knowledge.
- (4) To evolve and agree on the courses, modules, delivery methodology and size of the batches; frequency and period of the courses.
- (5) To work for certification & recognition of the programmes and issuing certificates jointly.
- (6) To provide guidance, direction and approval regarding methodology for marketing of programmes and training courses.
- (7) To carryout detailed period review of the progress made and handle the issue extension\_or\_termination\_of the agreement based on the review.
- (8) To suggest and approve amendments in MoU, if so required.
- (9) To handle the issues of dispute and the directions given by the committee to resolve the dispute will be final before moving to the court.

*E. Malah*  
Principal,  
K. N. Govt. College  
Jowai.

For, Mr. Manoj Kumar  
*Manoj Kumar*  
Principal,  
K. N. Govt. College  
Jowai.



(9) To handle the issues of dispute and the directions given by the committee to resolve the dispute will be final before moving to the court.

### Force Majeure

The Parties shall not be liable for any failure to perform any of its obligation under this MOU if the performance is prevented, hindered or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of state or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of MIMS Institute.), fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happening of any such events given by the affected party to the other, within 21 calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the MOU, nor shall either party have any such claims for damage against the other, in respect of such non-performance or delay in performance. Provided service under the MOU shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. Each party shall promptly inform the other of the existence of Force Majeure event and shall consult together to find a mutually acceptable solution.

### Notices

Unless otherwise provided herein, all notices or other communications under or in connection with this MOU shall be given in writing and may be sent by personal delivery or post or courier or facsimile. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, & if sent by facsimile when sent (on receipt of a confirmation to the correct facsimile number).

### Arbitration

- In the event of a dispute between the ASSOCIATE and the COLLEGE arising out of, or relating to this Agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations.
- In case of any disagreement and dispute and the parties fail to mutually resolve the issue; both parties shall appoint an Arbitrator that is mutually agreeable and shall be settled as per Indian Arbitration Act.
- Further, in case the parties failed to resolve the dispute; this Agreement shall be governed by and construed in accordance with the law within the state of ..... India. Jurisdiction shall be Court of .....

*Shilpa,*  
K. N. Govt. College  
Jowai.

*Manas Kr Sharma*  
PROPRIETOR



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by a duly authorized representative of such party as of the date first above written.

The ASSOCIATE

**MIMS Institute**

*Manu K Sharma*

Witness

The COLLEGE

On Behalf of

*E. Allah*  
Principal,  
K. N. Govt. College  
Jowai.



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# FY 2023 Annual Performance Report AND FY 2024 Annual Performance Plan





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## MESSAGE FROM THE DIRECTOR



**M.K. Sharma** M.Com(GU), MBA(MU)

Director, MIMS Institute

Greetings to Kiang Nangbah Govt College family,

It's a moment of great privilege and honour for me to extend a hearty greeting to Principal Madam, Sh J.P Sharma IQAC, College faculty, staffs and students of Kiang Nangbah Government College.

Established in 2014, our institute is recognized by the National Skill Development Corporation, National Career Services, DECT Meghalaya, MSME and it gives me immense pleasure to inform that we have been imparting quality education since inception. The development of a quality educational system largely lies on the committed members of the faculty, quality infrastructure from Kiang Nangbah Govt College, supportive administration, large pool of learning resources, and last but not the least, hardworking and brilliant students of the college. I am highly encouraged to share that many of our students, who have emerged from our institute with flying colours are now occupying higher positions in several renowned organizations. They have succeeded in many respects and I am very certain that all the current students will also reach the same peak of success.

I also heartily welcome all the new batch of NCS students to our institute and ensure that we will do everything possible to equip you with the best possible teaching resources, practical exposure and training methods so that you are able to shape up your life and career for a challenging world out there. We are thankful to the administration of Kiang Nangbah Government College for giving such a good opportunity to provide our courses to the college students from 2022. We have successfully completed the 1st batch of 35 students in coaching for competitive examination under National Career Services, Jowai sponsorship in the college. The 2nd batch of 25 students is presently undergoing. Competitive exam coaching classes conduct regular mock tests that instills a real exam-like environment experience among aspirants. These tests assist aspirants in gauging their progress, identifying strengths and weaknesses, and determining their exam readiness. We believe in inspiring minds, improving their intellectual capacity and building characters which our students will treasure for their lifetime. Additionally, we endeavor to inculcate social values and principles of personal excellence and care for others.

### A. Coaching for competitive examination under National Career Services, Jowai, West Jaintia Hills, Meghalaya Venue: - Kiang Nangbah Government College, Jowai, West Jaintia Hills

Sl no	Year	Commencement of Coaching	End of Coaching	No of students provided competitive examination coaching under NCS	Status
1	2022-23	1 <sup>st</sup> Sept 2022	30 <sup>th</sup> June 2023	35	Completed successfully
2	2023-24	1 <sup>st</sup> July 2023	On going	25	Undergoing
Total				60	

Our Institute is a register Training partner of NSDC and Skill India. We are working for the benefit of priority sectors. Our Institute is distinct in terms of going an extra mile in identifying and appreciating the emerging talent by awarding them with certificates and upskilling them with various skill development course available with us at no cost.

Mims Institute apart from providing free competitive examination coaching to priority sectors of Jowai, West Jaintia Hills is also actively providing free skill development courses. In the year 2023-24 we have allocated 360 seats and registration of 170 students of Kiang Nangbah Government college for enhancing their skill in different sectors is completed. The following is the breakup of the training.

### B. Skill Development Training conducted in Kiang Nangbah Government College, Jowai, West Jaintia Hills, Meghalaya

Sl No	Sectors	Job Role	Seats Allocated	No of students enrolled	Status
1	Banking, Financial Services and Insurance (BFSI)	Micro Finance Executive	60	60	Classes started from 1 <sup>st</sup> Nov 2023
2	Telecom & IT	Customer care Executive	60	19	To start from 4 <sup>th</sup> March 2024
3	Food Processing	Jam,Jelly,Ketchup Technician	60	11	To start from 4 <sup>th</sup> March 2024
4	Food Processing	Spice Processing Technician	60	24	To start from 4 <sup>th</sup> March 2024
5	Tourism & Hospitality	Street Food Vendor	60	56	To start from 4 <sup>th</sup> March 2024
6	Electricals	Multi Skill Technician	60	0	To start from 4 <sup>th</sup> March 2024
Total			360	170	



We at MIMS Institute is trying its best in bringing more skill development courses. In the current Financial Year, we are hopeful of adding the following courses. We are looking forward the maximum participation of the students in the free courses.

Sl No	Sectors	Job Role	Proposed No
1	Tourism & Hospitality	Food & Beverages-Steward	60
2	Tourism & Hospitality	House Keeping-Trainee	60
3	Tourism & Hospitality	Counter Sales Executive	60
4	Aerospace & Aviation	Airline Customer Service Executive	60
5	Health Care & Para Medical	Emergency Medical Technician-Basic	60
6	Green Energy	Solar technician	60

We also have conducted Placement drives in collaboration with NCS Jowai and Kiang Nangbah Govt College periodically. We have also taken the NCS students of Kiang Nangbah College to Laskien Block on Industrial visit. The students of the college are very punctual and discipline in attending the classes and actively takes part in classroom. In the FY 2022-23 the attendance was more than 80% and in the Current FY percentage is expected to be higher. We are hopeful in maximum participation in our courses in coming years. We are expecting long term collaboration with the college and extension of other courses/ departments in coming years.

Thank you for your continued support and trust in Mims Institute.

Best Regards,

*Manas Kumar Sharma*

**M.K. Sharma,**  
**Director, MIMS Institute**

