

தமிழ்நாடு தமில்நாடு TAMILNADU

19 FEB 2024

The Registrar,
TNOU, ch-15.


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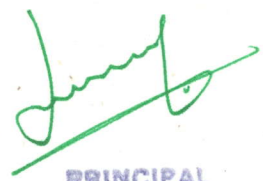
K. SIVAKAMI SHREE
 STAMP VENDOR
 Licence No.1347/B2/CH(S)/2021-4
 Saidapet, Chennai-600 015.
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MEMORANDUM OF UNDERSTANDING

Tamil Nadu Open University (TNOU) was established by the Government of Tamil Nadu in 2002 through the Tamil Nadu Open University Act, 2002. It is situated in Chennai. The Open University started functioning with effect from February 18, 2003. TNOU has been approved by the Department of Higher Education, Government of Tamil Nadu to establish and maintain Community Colleges in 2009, to offer vocational education programmes for entrepreneurship and career development among the student and non-student youth. It is flexible skill training for enriching the current as well as dropped-out and passed-out students.

Further, the TNOU serves under three dimensional activities such as conceiving, designing and operating various skill development programmes in terms


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of short-term, certificate, diploma, advanced diploma and vocational diploma in different trades. To get rid of unemployment problem prevailing in our country, TNOU is offering its hand in reducing such a problem by way of giving entrepreneurship and flexible skill training to youth of the community. Thus, TNOU has organized job melas to its students in collaboration with Multi-National Companies and thus secures job to the student and non-student community. TNOU has signed MoUs with few Industries and Institutions for offering various skill development programmes in different skill sectors for various target groups.


This Memorandum of Understanding is an agreement signed on 21.02.2024 at Chennai by and between the Tamil Nadu Open University (TNOU) an Open University, imparting and offering vocational education and skill development programmes, located at Saidapet, Chennai-600015 (hereinafter referred to as "TNOU"), represented by the Registrar of Tamil Nadu Open University as well as the Director, School of Continuing Education(SOCE), TNOU, which expression shall unless repugnant to the context means and include its successors and assigns of the ONE PART.


And

CMS College of Education, Coimbatore, Tamil Nadu for imparting the above said programmes to the students, is represented herein by Dr. M. Leonard Ashok, Principal, CMS College of Education, Coimbatore (herein after referred to and called as "CMS Community College, Coimbatore"), which expression shall unless repugnant to the context mean and include its successors and assigns of the SECOND PART.

Wherever the word TNOU comes in this MoU it implies Tamil Nadu Open University.

CMS Community College, Coimbatore, Tamil Nadu wanted to offer collaborative skill development Vocational Diploma Programme in (1). Vocational Diploma in Early Childhood Care & Education and (2). Vocational Diploma in Office Automation for the minimum qualification of students who have passed 10th Standard or its equivalent.


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To carry the work and responsibilities contemplated in this MoU, in a more efficient manner, may also be changed, to any place in Tamil Nadu, under intimation to TNOU.

This MoU is valid for **three years** from the date of signing.

Whereas

The TNOU has intended to provide Vocational Diploma Programme in (1). Vocational Diploma in Early Childhood Care & Education and (2). Vocational Diploma in Office Automation, to the students in collaboration with Industrial Partners.

The Two Parties have had preliminary discussions in this matter and have ascertained areas on broad consensus. The parties now, have therefore, agreed to enter in writing these areas of consensus, under a Memorandum of Understanding.

Now this Memorandum of Understanding witnesses that:

The TNOU shall offer the following programmes:

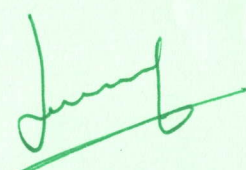
S.No.	Programmes	Eligibility	Duration	Annual Fee per Student
1	Vocational Diploma in Early Childhood Care & Education	12 th Pass or its equivalent and above	1 Year	Rs. 7,700/-
2	Vocational in Office Automation	10 th Pass or its equivalent and above	1 Year	Rs. 4,200/-

The above fee/other fee of the respective programmes may be revised as and when required by the TNOU.

The E-Prospectus shall be provided to the Community College at free of cost; however student will be required to pay prescribed Fee to cover the cost of Self-Learning Materials, Practical Manuals, Examination, University Certificate, Marks sheet in the form of DD/Challan/Online Payment in favour of The Registrar, TNOU payable at Chennai.


The Counselling and Practical Sessions for the Vocational Diploma Programme shall be considered as Non-semester pattern. The above said programme shall be conducted at the Community Colleges on flexible skill training mode including the holidays.


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1.0 ADMISSION PROCEDURE

- 1.1 E-Prospectus for vocational diploma programmes shall be, prepared by TNOU bearing the logo of Tamil Nadu Open University. E-Prospectus will be free on demand. Community College will be provided with log in facility by TNOU for admitting the students to the vocational diploma. Based on the information available in the E-Prospectus Community Colleges have to log on to: www.tnou.ac.in and fill-up the admission form and submit it. On receipt of the admission form from the Community College it shall be thoroughly scrutinized by TNOU for its acceptance / rejection / pending.
- 1.2 Accepted admission form along with Programme Fee as received from the Community College will be assigned Enrolment number by the Admission wing of TNOU.
- 1.3 Payment should be made in the form of DD/Challan or Online Money Transfer or pay using SBI to the Registrar, Tamil Nadu Open University payable at Chennai before last date.
- 1.4 Regional Director or University Representative nominated by the Vice Chancellor will be visiting the Community College on 2-3 occasions for not only assessing the Counselling and Practical sessions but also helping the Community College in promoting vocational education programmes.
- 1.5 Conduct of orientation programmes / seminars / symposiums and value added programmes then and there for the benefit of Academic Counsellors and Community College functionaries as and when required by TNOU. The expenditure for conducting such programmes will be met out by TNOU.
- 1.6 The eligibility criteria for enrolling into the courses offered by the TNOU through CMS Community College, Coimbatore, will be detailed in the E-Prospectus for the reference of the prospective students.
- 1.7 **Benefit to the Community College**
 - 1.7.1. Community College Teachers get updated with the latest trend in the field of vocational education.
 - 1.7.2. Exposure to the staff of Community College and student through various programmes on the related field.


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1.7.3. Opportunity to interact with the subject experts from the University and Industry.

1.7.4. Adopt the different educational technology in handling the subjects.

1.7.5. Opportunity for Community College for Industry linkages in skill development programmes in the relevant field.

1.8 **Benefits to the Students**

1.8.1. Disadvantaged group of students become the students of the Tamil Nadu Open University.

1.8.2. Attaining enriched Knowledge in more practical way will help the students to get employment in relevant industries.

1.8.3. The vocational diploma awarded by TNOU may be registered in employment office.

1.8.4. Valid vocational diploma of Government University for the career development and opportunities.

1.8.5. Opportunity for the Community College students to become an entrepreneur.

1.8.6. Nominal fee per student depending upon the programme, (which includes fee for registration, examination, course materials, marks statement and University certification).

2.0 **ACADEMIC PROGRAMMES OF STUDY**

2.1 The counselling and practical sessions for the above said Vocational Diploma programmes shall be conducted at the Community College premises only.

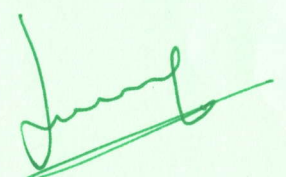
2.2 Expenses if any counselling and practical sessions, laboratory, demonstrations etc., shall be borne by CMS Community College, Coimbatore.

2.3 Admissions for the vocational diploma are open to all with a minimum required age and educational qualification.

2.4 The language/medium of instructions of vocational diploma shall be in English/Tamil.

2.5 The fees as fixed by the TNOU and collected either by CMS Community College, Coimbatore on behalf of the University shall be shared in the Ratio


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of 45%:55%, between TNOU and CMS Community College, Coimbatore for the period of **three years** from the date of signing this MoU.

2.6 Students Intake

S. No.	Programme	Intake		
		Batch-I	Batch-II	Total
1	Vocational Diploma in Early Childhood Care & Education	50	50	100
2	Vocational in Office Automation	50	50	100

2.7 The Community College must have a minimum enrolment of 50 and above students in the programmes under each vocational diploma.

2.8 The Community College must depute its staff and Academic Counsellors for the Training / Workshop as and when organised by TNOU.

2.9 The participating Community College must have minimum of 15 minutes power backup facility.

3.0 **RESPONSIBILITIES OF CMS COMMUNITY COLLEGE, COIMBATORE**

3.1 Counselling and Practical sessions on the approved vocational diploma programmes are to be conducted as per norms of TNOU by CMS Community College, Coimbatore and they shall not at any time for any reasons cause to the TNOU for any situation leading to legal implications.


3.2 CMS Community College, Coimbatore shall meet the minimum required infrastructure facilities including laboratories, equipment, tools, qualified staff etc., for operating the approved programmes at their Community College mobilized for this task.

3.3 CMS Community College, Coimbatore shall front end the entire logistics and co-ordination plans while conducting the approved programmes at Community College.

3.4 CMS Community College, Coimbatore shall agree to pay charges if any to the Academic Counsellors and the staff of Community College for offering of the approved programmes.


3.5 CMS Community College, Coimbatore should undertake to safeguard the students in all respects while inside the College premise. For this purpose CCTV Surveillance Cameras have to be installed. Nothing that takes place



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inside the premise of the CMS Community College, Coimbatore becomes TNOU's responsibility during the subsistence of this MOU.

- 3.6 The training for the Academic Counsellors of the approved programmes may be handled jointly by the TNOU and CMS Community College, Coimbatore. The payment of TA/ DA & honorarium to workshop Director, Resource persons, invitees to the Inaugural / Valediction, staff of TNOU and their hospitality, the cost of Training kits and other logistics arrangements if any during the Training workshops will be met by TNOU. However, the hospitality to all the participants including making accommodation for Academic Counsellors attending trainings, arrangements of venue, computer lab for practical training consolidated TA to Academic Counsellors, incidental charges and other will be taken care of by the CMS Community College, Coimbatore.
- 3.7 The internal evaluation as part of the examination work i.e., assignments at the Community College will be carried out in co-ordination with TNOU by CMS Community College, Coimbatore and after evaluation with the help of Academic Counsellors the Internal Assessment marks in the prescribed form issued by TNOU along with written assignment shall be submitted to the Professor, School of Continuing Education, TNOU at least one week before commencement of the University examination.
- 3.8 In addition, CMS Community College, Coimbatore will maintain attendance for their students and same are to be submitted to the Professor, School of Continuing Education of TNOU for awarding 5 marks as part of Internal Assessment. Above 90%-5 Marks, 80% to 90%-4 Marks, 70% to 80%- 3 Marks, 60% to 70%-2 Marks and 50% to 60%-1 Mark is assigned for attendance.
- 3.9 The expenses in connection with arranging counselling sessions, practicals, evaluation of assignments and remuneration to academic counsellor and supporting staff, if any, will be borne by CMS Community College, Coimbatore.
- 3.9.1 CMS Community College, Coimbatore shall not collect any amount under any head(s) other than the prescribed fee(s) from the students joining the


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programmes. All amounts collected from the students shall be by way of Demand Drafts drawn in favour of the Registrar, TNOU payable at Chennai (or) Online Money Transfer.

- 3.10 Levies, if any, now or at a later date, shall be borne by CMS Community College, Coimbatore.

4.0 RESPONSIBILITIES OF THE UNIVERSITY

- 4.1 TNOU shall be responsible for all administrative work relating to admission, issuing admission forms, collection of fee, preparation and designing Self learning materials, practical manuals conduct of examination and award of mark statement and University certification. Cost of printing of application forms, prospectus, certificates and expenses in connection with conducting of Examinations, shall be borne by TNOU.
- 4.2 The syllabi for vocational diploma programmes will be framed by TNOU. In this regard, the suggestions offered by CMS Community College, Coimbatore if any, may be taken into consideration, wherever necessary.
- 4.3 The Course Materials for (1). Vocational Diploma in Early Childhood Care & Education and (2). Vocational Diploma in Office Automation, will be prepared and designed by the TNOU, based on the syllabi. The Wrapper of the Self Learning Materials will also be designed by the TNOU.
- 4.4 TNOU will give the finalised version of each subject Self Learning Materials on (1). Vocational Diploma in Early Childhood Care & Education and (2). Vocational Diploma in Office Automation, as soft copy in the form of CD to CMS Community College, Coimbatore for reference.
- 4.5 This MoU shall be valid for a period of three years from this date. TNOU shall review the progress of the vocational diploma programme every year.
- 4.6 In respect of any change in the programme, syllabi, eligibility, admission, collection of fee and fee structure, scheme of examinations, etc., the decision of TNOU is final.
- 4.7 TNOU shall inspect the Community College to check in respect of the infrastructure facilities including qualified academic counsellors/staff for academic counselling and practical training so as to ensure that the same is


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confirmed to the standards of the University and any directions issued from time to time by the University shall be carried out by the CMS Community College, Coimbatore.

- 4.8 The TNOU shall have full powers to review the running of vocational diploma programmes and their activities and if the University comes to the conclusion that the running of the programmes are not satisfactory, the TNOU, is entitled to disassociate with itself from the vocational education programme by giving official intimation.
- 4.9 The Assignment Question papers of yearly will be set and the same will be posted in TNOU website at appropriate time for writing Assignment as part of Continuous Internal Assessment (CIA).
- 4.10 The University shall closely monitor the vocational education programmes offered by CMS Community College, Coimbatore and take appropriate measures to ensure the quality of the agreed programmes.
- 4.11 Dates and Schedule of Examinations for the programmes shall be announced by the TNOU at appropriate time during implementation of the programme. The centres of examination and valuation of answer scripts and centres for practicals shall be assigned by the TNOU.
- 4.12 The TNOU shall evaluate the answer scripts; announce the results to the students through TNOU official website. The Vocational Diploma along with marks sheet shall be provided to the students after releasing the results.
- 4.13 The share due to CMS Community College, Coimbatore may be retained by the community college and remaining fee may be paid to TNOU while admitting the students. The schedule of the theory and practical classes are to be communicated to SOCE, TNOU

5.0 ACTION PLAN FOR IMPLEMENTATION AND MONITORING OF MOU

- 5.1 TNOU shall monitor the quality of the implementation of programmes at Community College through the Co-ordinators appointed / nominated by the TNOU during each Academic Year/Calendar Year.
- 5.2 TNOU shall review the progress of the vocational diploma programme every year.


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5.3 TNOU shall ensure making note of time bound achievements and also preparing a schedule of activities along with time lines and the same shall be monitored by the TNOU.

6.0 JOINT RESPONSIBILITIES

6.1 The advertisements shall be released by the CMS Community College, Coimbatore. The expenditure incurred in this regard shall be met by CMS Community College, Coimbatore.

6.2 If any modification relating to operation of the academic programmes shall be decided jointly by the TNOU and CMS Community College, Coimbatore.

6.3 Any legal implications will be confined to Chennai Jurisdictions only.

7.0 INTELLECTUAL PROPERTY

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, copyrights and designs) of the other party.

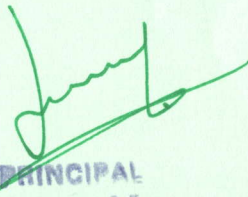
8.0 MISCELLANEOUS

8.1 The collaboration is envisaged to provide admission from the year, 2024 onwards. CMS Community College, Coimbatore shall arrange for press release and advertisements to invite applications for admission after signing of the MoU.

8.2 All the terms and conditions of this MoU are subject to the approval of the Syndicate Committee of the TNOU and the provisions of the Rules and Regulations of the TNOU.

8.3 The collaborative venture also included the scope of extending learning facility CMS Community College, Coimbatore without causing any hardship to the students of the Tamil Nadu Open University. CMS Community College, Coimbatore shall take care of the fulfilment and compliance of the procedural statutory regulations and formalities if any and the TNOU will assist CMS Community College, Coimbatore wherever necessary.


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9.0 ARBITRATION

It is expressly agreed to by the Parties hereto that the formation, interpretation and performance of the Terms and any disputes arising here from will be resolved through a two-step Alternate Dispute Resolution (“ADR”) mechanism.

- a) **Mediation:** In case of any dispute between the parties, the Parties will attempt to resolve the same amicably amongst themselves, to the mutual satisfaction of both Parties. In the event that the Parties are unable to reach such an amicable solution within thirty (30) days of one Party communicating the existence of a dispute to the other Party, the dispute will be resolved by arbitration, as detailed herein below;
- b) **Arbitration:** In the event that the Parties are unable to amicably resolve a dispute by mediation, said dispute will be referred to arbitration by a sole arbitrator to be appointed by the Company, and the award passed by such sole arbitrator will be valid and binding on both Parties. The Parties shall bear their own costs for the proceedings, although the sole arbitrator may, in his/her sole discretion, direct either Party to bear the entire cost of the proceedings. The arbitration shall be conducted in English, and the seat of Arbitration shall be Chennai.

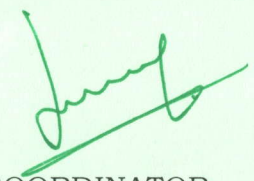
The Parties expressly agree that the Terms and any other agreements entered into between the Parties are governed by the laws, rules and regulations of India, and that the Courts at Chennai in the state of Tamil Nadu, India shall have exclusive jurisdiction over any disputes arising between the Parties.

In witness whereof the parties have signed this Memorandum of Understanding of the day, month and year first herein above written.

FOR
TAMIL NADU OPEN UNIVERSITY


REGISTRAR
Registrar
Tamil Nadu Open University
No.577, Anna Salai,
Saidapet, Chennai-600 015.

FOR
CMS COMMUNITY COLLEGE


COORDINATOR
PRINCIPAL
C. M. S. College of Education
Ganapathy, Coimbatore-6

R. Mananjigai

HEAD (i/c), SOCE
Head

School of Continuing Education
Tamil Nadu Open University
Saidapet, Chennai-15

Name of Institution	Name of Institution
Tamil Nadu Open University	CMS Community College
No-577, Anna Salai, Saidapet, Chennai-600015	1359, Sathy Road, Ganapathy, Coimbatore - 641006.
Community College Code No: 030123	
E-Mail: registrartnou@gmail.com, soce.tnou@gmail.com	E-Mail: leonardashok@gmail.com cmscollegeofeducation08@gmail.com
Website: www.tnou.ac.in	Website: -

Witnesses:	Witnesses:
1. <i>Jin</i> (Dr. I. Ambeth)	1. <i>D. Sivasangar</i> (D. SIVASANGAR)
2. <i>M. Muni Sany</i> (M. Muni Sany) A.R.	2. <i>K. Kattirvel</i> (K. KATTIRVEL).