

# MEMORANDUM OF UNDERSTANDING

Between

Andhra Loyola College (Autonomous), Vijayawada - 520 008

and

Loyola Integrated Tribal Development Society (LITDS)

Registered Society with Regd. No. 1601 of 1996

PRINCIPA Katukapalli (V), Edugurallapalli – 533 352, Chinthuru (M), A.P ANDHRA LOYOLA COLLEGE VIJAYAWADA-8.

About Andhra Loyola College (Autonomous), Vijayawada - 520 008

Andhra Loyola College, Vijayawada, is a premier institution of Higher Education in the service of Andhra Pradesh and the Country for the last sixty four years. Its illustrious alumni/ac has distinguished themselves in various fields in the country and abroad.

Reg No. 1601/96

Nelipaka (VIA) - 533352, E.G.Dista

In recognition of its service to the cause of higher education, the UGC has conferred on it the prestigious status of a College with Potential for Excellence in the First Phase itself along with 46 other Colleges at the National level in the year 2004. It was selected under the Star College Scheme in February 2016 by the Dept. of Biotechnology, and was also identified for Support under the FIST Project of DST, in January 2018, by the Ministry of Science and Technology, Govt. of India, to further strengthen Teaching and Research Facilities in all Science Departments of the College. It was accredited by NAAC in 2017 at A+ Grade with a CGPA of 3.66 in III Cycle. The Rashtriya Utchatyhar Sikasha Abhiyan (RUSA) of MHRD, Govt, of India, selected it under component Eight for 'Enhancing Quality and Excellence in select Autonomous Colleges' for its academic credentials in March 2019.

The Government of India's National Institutional Ranking Framework (NIRF) introduced in 2017 awarded it All India 24<sup>th</sup> Rank in 2017, 56<sup>th</sup> Rank in 2018, 46<sup>th</sup> Rank in 2019 among more than 42,000 Colleges.

**About Loyola Integrated Tribal Development Society (LITDS)** 

Registered Society with Regd. No. 1601 of 1996

Katukapalli (V), Edugurallapalli – 533 352, Chinthuru (M), A.P

**LITDS** has been working for the well - being of Koya, Gutti Koya, Konda Reddy, and Konda Dora Tribals of 49 Villages in Kunavaram, Vara Rama Chandra Puram and Chinthuru Mandals of East Godavari District, Andhra Pradesh, since 1994, in health, education and income generation sectors.

It has a Clinic in Katukapalli and a Mobile Clinic going around all the 49 villages regularly providing basics health services to the Tribals, and referring the people in need of better care to other well – equipped hospitals.

LITDS has established Arrupe High School with an attached Hostel taking care of the education of Tribal Children from I to X Standards. It has also been sending Tribal Children for Higher Education to Colleges, Teacher Training Institutions, Nursing Schools etc.

PRINCIPAL ANDHRA LOYOLA COLLEGE VIJAYAWADA-8. Reg No. 160 196 and Lapally Eduguraliapalli (Po)

It has started 137 Self Help Groups for Tribal Women since 1998 for their economic upliftment.

Andhra Loyola College (Autonomous), Vijayawada - 520 008 and Loyola Integrated Tribal Development Society (LITDS) Katukapalli (V), Edugurallapalli – 533 352, Chinthuru (M), A.P, having already worked together since August 2018 for the Welfare of the Tribals are now entering into this Memorandum of Understanding (MoU) on this 3<sup>rd</sup> December, 2019 to be effective for five years until 2<sup>nd</sup> December 2024.

## OBJECTIVES AND ACTIVITIES OF UNDER THIS MoU:

Andhra Loyola College through its Andhra Loyola Extension service for Rural Transformation (ALERT) will work with LITDS for the welfare of the Tribals under its operational area in the following sectors:

- Eradication of Malnutrition –
   through promoting micro agriculture by timely distribution of required Agri
   inputs like vegetable seed kit, wild tubers, chilli seedlings, turmeric rhizome etc
   and poultry farming by distributing black fowls etc.,
- 2. Health Care by conducting Awareness Camps through Cultural Programs etc., in Tribal habitations on Hygiene and Health on seasonal diseases and pandemics by College ALERT Student Volunteers
- 3. Education by conducting Motivational Camps through Cultural Programs etc., for Tribal Parents and Children to underscore the importance of education to Tribal Children prevent dropping out from school and facilitate their Higher Education in ALC

The Representative of the two parties, have signed below and caused this Memorandum of Understanding to be executed and effective from 3<sup>rd</sup> December 2019.

PRINCIPAL ANHDRA LOYOLA COLEGE (AUTONOMOUS) VIJAYAWADA – 520 008

PRINCIPAL ANDHRA LOYOLA COLLEGE VIJAYAWADA-8. DIRECTOR
LOYOLA INTERGRATED TRIBAL
DEVELOPMETN SOCIETY (LITDS)
KATUKAPALLI, CHINTHURU (M)

Director

LITDS

A Caulkapally Edugurallapalii (Po) a Neilipaka (VIA) - 533352, E.G.Dist, A.P.

Reg No.

1601/96

2-2018-19.



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# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed on 3<sup>rd</sup> December 2019.

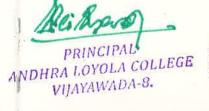
#### BY AND BETWEEN

Andhra Loyola College (Autonomous), Vijayawada – 520 008 presented by Rev.Fr.Dr.G.A.P.Kishore, SJ, Principal, Who is duly authorized to sign and execute the MoU.

**Being the First Part** 

AND

Suraj Krishna Greenaries, an authorized agency of ITC having its principal office situated at D.NO-37/1052-AI, Nehru Nagar, Kadapa-516 002 and







Represented by Mr. K.Rama Chandraiah, Managing Partner referred as "Suraj Krishna"

## Being the Second Part

Whereas Andhra Loyola College (Autonomous) has agreed to educate their students on waste management and form DOVE Student Group of Andhra Loyola College with the students to spread the message of source segregation to other students, and also agree to collect and handover the dry recyclable waste.

### 1. NOW THIS MOU WITNESSETH AS UNDER:

This is an agreement for a synergic alliance between Andhra Loyola College (Autonomous) and Suraj Krishna Greenaries for the social cause of recycling of Dry Waste and Environment Protection through recycling.

**2.** Time period: This MOU shall be for a period from  $3^{rd}$  December 2019 –  $2^{nd}$  December 2024.

## 3. Roles and Responsibilities of Andhra Loyola College (Autonomous):

- a. To ensure source segregation of dry and wet waste at College premises through its Teaching staff, housekeeping staff and Students.
- b. Andhra Loyola College (Autonomous) will give away any kind of paper waste, plastic waste and other dry recyclable waste to Suraj Krishna Greenaries at price agreed mutually. Suraj Krishna will pay as rates mentioned below:

White paper & News Paper: Rs.10/kg.

Carton Boxes: Rs.3/kg.

Plastic waste - 2/- to 5/- (Depending upon the grade)

c. Andhra Loyola College, shall form DOVE Student Volunteers Group in the College and adopt nearby Schools or Colonies to promote Source Segregation through student volunteers.

PRINCIPAL ANDHRA LOYOLA COLLEGE VIJAYAWADA-8.

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- d. Andhra Loyola College shall provide students for Internship in WOW Program.
- e. Andhra Loyola College shall motivate students to bring dry recyclables like paper, plastic, metal etc. from their home and donate to WOW initiative.
- f. Andhra Loyola College will put-up color-coded bins for waste segregation at different points in College premises.

### 4. Roles and Responsibilities of Suraj Krishna Greenaries:

- a. ITC-WOW team will impart training to the students and housekeeping staff on source segregation and through them inculcate the habit of source segregation among the other students.
- b. Suraj Krishna Greenaries will collect dry recyclable waste and old records from Andhra Loyola College and bring to the Hub for sorting and baling of the material collected and dispatch to respective recycling industries.
- c. Suraj Krishna Greenaries shall coordinate with ITC and undertake necessary measures for dispatch of the sorted recyclables for recycling at its own cost.
- d. Suraj Krishna Greenaries will make payment to Andhra Loyola College, Vijayawada, directly into their accounts for the dry recyclable waste collected against the accurate weighment and the type or category of the dry waste. The payment shall be made no later than 15 days from the date of payment request raised by the college. Franchisee on the request of Andhra Loyola College may give New Stationery against the value of dry recyclable waste lifted.

# 5. Performance of Obligations

- a. The details laid out in this MOU, notwithstanding the essence and spirit of this MOU is an understanding between Andhra Loyola College, Vijayawada, and Suraj Krishna Greenaries.
- b. Any notice or other communication under or in connection with this agreement shall be in writing in the English language and shall be delivered personally or sent by way of e-mail to the party due to receive the notice or communication at its address set out in this contract or such other address as either party may specify by notice in writing to other.

PRINCIPAL ANDHRA LOYULA COLLEGE VIJAYAWAUA-8. A PHONOR OF THE PROPERTY OF TH

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#### ADDRESS FOR COMMUNICATION:

Following are the address to which all notices shall be sent:

#### For Suraj Krishna Greenaries:

Mr. K.Rama Chandraiah D.NO-37/1052-AI, Nehru Nagar Kadapa-516002.

## For ANDHRA LOYOLA COLLEGE (AUTONOMOUS):-

Rev.Fr.Dr.G.A.P.Kishore,SJ Principal Andhra Loyola College (Autonomous) Vijayawada -520 008

### 6. Execution of this Agreement shall be deemed to be

- a) A confirmation by both the parties that no benefit, either in cash or kind has been provided by either party to the other party or to any officer or employee, or any relative/ associate of any officer or employee of either party or of any of their associate institutions/companies in order to enter into this Agreement, and
- b) An undertaking by both the parties not to provide any benefit, either in cash or kind to any officer/employee/relative/associate of any officer or employee of either party as reward or consideration either for entering into this MOU or other matter relating to this Agreement.

# 7. Other Terms:

Force Majeure: Neither party shall be liable for damages for any delay or failure to perform its obligations here under, if such delay or failure is due to reasons beyond the control of the concerned party including without limitation, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually severe weather, earth quakes, explosions, acts of God or state or any

K. Kanja Chandraiah

PRINCIPAL ANDHRA LOYOLA COLLEGE VIJAYAWADA-8. TOYOLA COULEGE # 4 VIJA WADA

public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any Governmental body.

### 8. Dispute Resolution:

It is understood by both the parties that this Agreement is for a social cause and not to make any profit out of the understanding. The Parties covenant that they will comply with all applicable laws and regulations in their conduct pursuant to this Agreement. Any dispute arising out of this Agreement shall be first attempted to settle amicably between the parties.

### 9. Arbitration

Any dispute which is not resolved amicably shall be finally settled by binding arbitration in respect to the matters concerning to the MOU with the Sole Arbitrator to be appointed by the mutual consent of both the parties. The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties.

Pending the submission of and/or decision on a dispute, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such arbitration award

## 10. Governing and Jurisdiction:

This Agreement is subjected to the Jurisdiction of Courts at Vijayawada. The parties shall agree that it will not make use of, disseminate, or in any way disclose any confidential information to any person, firm or business. Furthermore, the existence of any discussions, negotiations or agreements in progress between the parties shall not be released to any form of public media without written approval of both parties.

# 11.Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

PRINCIPAL
ANDHRA LOYOLA COLLEGE
VIJAYAWADA-8.



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## 12.NOTICE /Termination

Any notice required to be given hereunder shall be given in writing at the address of each party set forth as below in this agreement or to such other address either party may substitute by written notice to the other. Either party may terminate this Agreement by giving 30 days written notice to the other party.

In witness whereof the parties hereto have signed this agreement on the day, month and year mentioned hereinbefore.

For Andhra Loyola College (Autonomous)

Rev.Fr.Dr.G.A.P.Kishore,SJ

PRINCIPAL

PRINCIPAL ANDHRA LOYOLA COLLEGE VIJAYAWADA-8.

For Surai Krishna Greenaries

Mr.K Rama Chandriah

MANAGING PARTNER

Witness:

1. R. John 2. A leaned by

3-2018-19.



S.No. 15021 Date:20/12/18 Rs. 100/Gold to: G. A.P. Kishone S.J. 510. G. Prasada Rao, UTA SANDATI SRINIVA Licenced Stamp V O.L.No. 06-21-00

R.L.No. 06-21-010/2016 # 23-114, Yanamalakudu Penamaluru (M), Krishna ( Cell:9849324619

Memorandum of Understanding between Logistics Sector Skill Council and Andhra Loyola College (Autonomous)

This Agreement is entered into By and Between

Andhra Loyola College (Autonomous), Vijayawada, represented by Fr.Dr.G.A.P.Kishore,SJ, Principal, (which expression shall unless repugnant or inconsistent with the context or meaning thereof, be deemed to mean and include its business administrators, successors in title, legal representatives and permitted assigns) as the first part;

And

Logistics Sector Skill Council (LSC), established by the Ministry of Skill Development and Entrepreneurship (MSDE) through National Skill Development Corporation of India (NSDC) represented by Capt. T.S. Ramanujam, Chief Executive Officer (which expression shall unless repugnant or inconsistent with the context or meaning thereof, be deemed to mean and include its business administrators, successors in title, legal representatives and permitted assigns) as the other part.

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#### Whereas

The first part is desirous of launching apprenticeship-based Under Graduate Degree Programme in Logistics from the Academic Year 2019-20 in collaboration with LSC.

And the other part, having been mandated to cause creation of skilled human resources for gainful employment in Logistics industry, LSC agrees to offer its expertise for the purpose of launching and conducting apprenticeship-based Under Graduate Degree Programme in Logistics.

Therefore this agreement is entered into between the first part and the other part for a term of five years, that is the term required for completion of the three-year UG programme by three consecutive batches of students admitted from the Academic Year 2019-20 and Calendar Year 2020.

#### THE PARTIES AGREE AS FOLLOWS:

#### 1. Purpose

• The objective of this Agreement is for the first part to enter into an understanding with the other part to enable the first part to launch and efficiently conduct apprenticeship-based Under Graduate Degree Programme (hereinafter referred as 'Degree') in Logistics from the Academic Year 2019-20.

## 2. Obligations of the first part

- a) The first part shall take appropriate steps to get the Degree approved within December 2018 by the various academic bodies like Board of Studies, Academic Council, and University to which it is affiliated/attached with.
- b) The first part and/or the University to which it is affiliated/attached with may modify the Model Regulations and Curriculum (as given in the Appendix A) wherever necessary to suit the local requirements without altering the basic structure and focus of the programme.
- c) The first part and/or the University to which it is affiliated/attached with may modify the suggested evaluation/assessment criteria (as given in the Appendix A) wherever necessary to suit its norms, standards, and practices.
- d) The first part shall make available the necessary classrooms, faculty, library, and laboratory resources for the efficient conduct of the Degree.
- e) The first part shall make admission of permitted number of students to the Degree.
- f) The first part shall collect programme fee from students as per its norms or the norms of the University to which it is affiliated/attached with.
- g) The first part shall make all other arrangements for the proper conduct of the Degree as necessitated by the University to which it is affiliated/attached with.

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- h) The first part shall periodically provide LSC all necessary data/information about the conduct of the Degree in prescribed format.
- i) The first part may take necessary steps to popularise the Degree in the region where it operates and facilitate admission of passionate students to the extent of sanctioned intake capacity.
- j) The first part shall take up the Annual Assessment of Academic Process (AAAP) assisted by LSC to continuously improve the process with the objective of graduating industryrelevant manpower.
- k) The first part shall provide accommodation, hospitality, and local conveyance to the visiting experts (two experts per Batch of students) for AAAP.
- 1) The first part shall offer and conduct the Degree only at the agreed Centre. Offering the Degree in additional Centres is not permitted by the other part, unless a written agreement is signed between the parties.
- m) The first part shall appoint and notify a Faculty Coordinator from its side, who will meet/communicate with the other part on a regular basis and provide necessary guidance, support and review the progress made.

#### 3. Obligations of the other part

The other part shall provide system features and perform incidental services as may be necessary to:

- a. Register first part as a Participating Institution;
- b. Develop and continually improve an appropriate curriculum that ensures imparting of Knowledge, Skill, and Attitude in every student undergoing the Degree.
- c. Provide to the first part the scientifically developed and continuously improved curriculum for implementation;
- d. Allow the first part to use LSC logo, and mention 'in collaboration with LSC' in all its promotional materials/stationery;
- e. Train the faculty members of the first part handling the Degree in the contemporary Teaching-Learning Process for teaching Logistics courses;
- f. Provide faculty members and students of the first part access to online learning materials;
- g. Source apprenticeship assignment in all Even-Semesters to all students pursuing the Degree in the first part;
- h. Ensure all student-apprentice of the first part get monthly stipend during the apprenticeship period as per the provisions of Apprenticeship Act, 1961;
- i. Continuously Assess the performance of students in Apprenticeship, share the assessment results with the first part, and issue Apprenticeship Completion Certificate to students of first part who successfully complete the Apprenticeship;
- j. Offer appropriate number of Allied Courses in each Even Semester, deliver them online, assess, and issue Completion Certificates;

k. Ensure all students of the Degree, on their successful completion of the Degree are placed at a level commensurate their capability in Logistics Sector;

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- 1. Make available to the other part a Regional Panel of Experts for teaching and assessment
- m. Make Annual Assessment of Academic Process (AAAP) of the Degree in the first part, and facilitate it to continuously improve the process with the objective of graduating industry-relevant manpower;
- n. Perform such other duties as may be mutually agreed between the first part and the other part.

#### 4. Reports

- a. The other part shall provide to the first part data/information on Apprenticeship, Allied Courses, and Final Placement for getting informed about the progress.
- b. The other part shall provide prescribed reports as per requirements to the first part.
- c. The format, content, periodicity and other information related to reports shall be discussed, approved in writing and finalised with the other part.

#### 5. Training

- a. The other part would provide training to the identified faculty members of the first part. Such training shall be conducted either at the premises of the first part or at a common place to facilitate participation by faculty members of other Participating Institutions.
- b. The training shall be conducted in batches of 25 each. The other part will train and make the staff of the first part conversant with the processes involved in teaching Logistics Courses.
- c. The first part shall depute its faculty members for participation in all training programmes conducted by the other part. Payment of nominal Participation Fee, and reimbursement of expenses for travel, boarding, & lodging of the deputed faculty members shall be taken care of by the first part.
- d. LSC commits that the Excess of Income over Expenditure under this Project, if any, would be used to strengthen education & training processes in Logistics Sector.

# 6. Payment Terms

- a. Payment for AAAP and other services shall be made by the first part to the other part at the rate of 10% of annual programme fee collected from each student during the three years of study or Rs.10,000 per student per year whichever is higher.
- b. This rate is applicable to students admitted in the Academic Year 2019-20. The other party reserves its right to revise the rate for future Batches of students in the light of cost involved for the process in consultation with the first part.

c. The payment for AAAP shall be made online in single instalment before the first week of September every year.

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#### 7. Term & Termination

#### 7.1. Term

- I. The agreement shall be valid for Five years, that is the term required for completion of the three-year UG programme by three consecutive batches of students admitted from the Academic Year 2019-20 and Calendar Year 2020.
- II. Validity of agreement shall be extended sufficiently early for further period/batches.

#### 7.2. Termination

- 1. The agreement might be revoked by the other party, if the first party violates any of the terms of this MoU.
- 2. Students pursuing in the first party where the agreement was revoked, will be allotted by the other party to other Participating Institutions functioning the same region.

#### 8. Force Majeure

- a) Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
- b) The other part shall not be liable for penalty, liquidated damages or for default, if and to the extent that, its delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.
- c) For purposes of this clause, "Force Majeure" means an event beyond the control of the other part and not involving other part and not involving the other part's fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes that might have an impact on the performance of the other party.

### 9. Resolution of Disputes

- a) The first part and the other part shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with this agreement.
- b) Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through the above mentioned method, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute then the Arbitration shall be governed by NSDC. The provisions of the Arbitration and

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Conciliation Act, 1996 will be applicable and the award made thereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Chennai.

### 10. Effective Date of Agreement

This Agreement shall be with effect from the date of signing this agreement.

In WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year herein above written

SIGNED by Authorised representative of SIGNED by Authorised representative of

the first part

By Fr.Dr.G.A.P.Kishore,SJ

Designation: Principal

Address: Andhra Loyola College

(Autonomous)

Vijayawada -520 008

other part

By Capt. T.S. Ramanujam

Signature

Designation: Chief Executive Offi

Address: Temple Towers, Anna Salai,

Chennai.

Witness

Name: Prof.S.Ganesar

Name: Fr.Dr.M.Sagayaraj,SJ

Address: Consultant LSC, Chennai

Address: Correspondent

Andhra Loyola College

(Autonomous)

Vijayawada -520 008

Place: Vijayawada

Date: 21.12.2018

Place: Vijayawada

Date: 21.12.2018