MEMORANDUM OF UNDERSTANDING

BETWEEN

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION (AICTE)

AND

INDIAN SOCIETY FOR TECHNICAL EDUCATION (ISTE)
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This Memorandum of Understanding (MoU) made at New Delhi on this 04th day of May, 2017 by and between:

All India Council for Technical Education (AICTE) through its Chairman has its Office at 2nd Floor, Nelson Mandela Marg, Vasant Kunj, New Delhi – 110070, a Statutory Body under the Ministry of Human Resource Development, Govt. of India established under the All India Council for Technical Education Act, 1987 (hereinafter referred to as the “AICTE”) on the first part.

AND

Indian Society for Technical Education (ISTA) through its President has its Office at Shaheed Jeet Singh Marg, Katwaria Sarai, New Delhi – 110016, a national, professional, non-profit making Society registered under the Societies Registration Act of 1860 (hereinafter referred to as the “ISTA”) on the second part.

WHEREAS, AICTE and ISTE are desirous to execute AICTE-ISTA Orientation/refresher programmes for teachers in technical institutions through ISTE for a period of 3 years.

AND WHEREAS, both AICTE and ISTE are mutually desirous to set forth in this MoU certain terms and conditions applicable to both for executing the scheme.

NOW, THEREFORE, both parties agree to the following terms and conditions:

1. PREAMBLE

All India Council for Technical Education established in 1988 by an Act of Parliament, AICTE Act, 1987 (52 of 1987) with a view to the proper planning and co-ordinated development of the technical education system throughout the country, the promotion of qualitative improvement of such education in relation to planned quantitative growth and the regulation and proper maintenance of norms and standards in the technical education system and for matters connected therewith.

Amongst others, the powers and functions of AICTE include:

- To co-ordinate the development of technical education in the country at all levels;
- To promote innovations, research and development in established and new technologies, generation, adoption and adaptation of new technologies to meet developmental requirements and for overall improvement of educational processes; and
To promote an effective link between technical education system and other relevant systems including research and development organizations, industry and the community.

**Indian Society for Technical Education** is a national, professional, non-profit making Society registered under the Societies Registration Act of 1860. Association of Principals of Technical Institutions (APTI) was transformed into "Indian Society for Technical Education" in 1968 with a view to broaden its activities to advance the cause of technological education. One of the major objectives of the ISTE is to assist and contribute in the production and development of top quality professional engineers and technicians needed by the industries and other organisations. Being the only national organisation of educators in the field of Engineering and Technology, ISTE effectively contributes in various missions of the Union Government. The Ministry of Human Resource Development, AICTE/DST/MIT/State Govts. are well associated with the ISTE for programmes relating to Technical Education. It provides adequate inputs to various governmental bodies preparing the policy frame work for technical education.

Rapid technological changes in the wake of privatization and globalization, especially in the field of electronics, computer science and IT are making it essential for the teachers to update their knowledge and skills more frequently than before. The Orientation/Refresher Programmes are essential for teachers in technical institutions for their professional refinement. Other aims for the conduct of these programmes are:

- Updating knowledge and improving organizational and pedagogical skills of teachers.
- To update the knowledge providing an opportunity for interaction and mutual exchange of ideas between teachers interested and/or working in particular areas of specialization.
- Providing an opportunity for teachers to familiarize themselves with modern engineering practices, including the latest technological advances adopted by industry keeping in view the national needs and priorities and relevant technologies.
- Opening up before teachers new vistas in technology at the frontiers of knowledge and the challenges and opportunities these provide to the dedicated and hard working.

2. **Purpose of Agreement**

This Agreement is entered between AICTE and ISTE for defining terms & conditions of the Faculty Development Programmes and role & responsibilities of both the parties.

3. **Role and Responsibilities of ISTE**

It shall be the responsibility of ISTE to conduct the Orientation/Refresher Programmes strictly in accordance with the provisions of the scheme which is appended to the agreement.

i. ISTE will be responsible for conducting sponsored 100 refresher courses and 50 orientation programmes with a ceiling of Rs. 3.0 lakh per programme. Similarly, it will be the responsibility of ISTE to conduct 100 refresher courses and 50 orientation programmes on self-finance basis. All these programmes will be considered for a Career Advancement Scheme of AICTE. All these programmes shall be conducted in AICTE approved institutions only.
II. ISTE will do the certification of these programmes jointly with AICTE.

III. ISTE will act as the facilitator for the operation of the scheme.

IV. ISTE will identify the institutions for conducting the Orientation/Refresher Programmes.

V. Processing of the proposals and release of the grants to eligible applicants will be coordinated by ISTE in consultation with AICTE and to launch the scheme from the financial year 2017-18.

VI. ISTE will be accountable for finance/grants sanctioned under the scheme and shall abide by the terms and conditions stipulated by AICTE for financial grants.

VII. ISTE will constitute a Steering Committee for effective implementation of the scheme. AICTE will provide its representative as a member on that committee.

VIII. Committee for monitoring and sanctioning to be setup with a representative from AICTE.

IX. ISTE shall submit yearly report, statement of expenditure and Utilization Certificate for sanctioned grants within a month after the end of each financial year duly audited by a certified Chartered Accountant firm. The accounts shall be open to inspection by the officials of AICTE and an audit by the Statutory Auditors.

X. After conduct of each of the training programme following shall be submitted to AICTE:

a. Detailed schedule of training programme.

b. List of resource persons invited with full address, contact details, topics, etc.

c. List of participants attended the training programme.

d. Copy of question paper and mark sheet for the test conducted at the end of programme.

e. Minimum five photographs and a video CD of selected sessions.

XI. There shall be a monthly meeting conducted at ISTE for monitoring activity and sanctioning of the training programmes.

XII. ISTE will ensure that the certificates shall be issued only to those participants, those who qualify the test.

XIII. Online portal be modified by ISTE to invite the conduct of sponsored training and the link also be provided at AICET website.

XIV. ISTE will also carryout the impact analysis of each of the training programme conducted and will submit the consolidated report to AICTE.

XV. Coordinator must be full time regular faculty with adequate experience in teaching and research with publications.

XVI. Maximum 2 proposals per institute would be considered in a year.

XVII. Funds once released/sanctioned for organising the particular topic/area of programme cannot be utilized for any other programme.

XVIII. In case the event is cancelled, the funds shall be called back by ISTE immediately with interest accrued.

XIX. Any change in the schedule for holding the programme, change of Coordinator’s name, venue and date would require prior approval of the council, failing which the offer for the grant already issued would be treated as automatically withdrawn.

I. Types of training:

a. Induction Training.
b. Refresher Training.

ii. Disbursement of Funds:
   a. 90% amount as advance to Government/Govt. Aided institutions and 10% after submission of UC and all required documents.
   b. 50% amount as advance to self-financing institutions and 50% submission of UC and all required documents.

iii. The funds under the scheme shall be released in 2 instalments.
   a. The first instalment (fifty percent of the total amount sanctioned) is released before the event on the receipt of acceptance letter;
   b. The second instalment is released after the receipt of the following documents:
      - Feedback of the participants with signatures
      - Photographs of the conducted events.
      - Supporting bills/documents and paid vouchers on account of expenses incurred for the purpose.
      - Copies of proceedings.
      - These should be counter signed by the Coordinator.
   c. The expenditure under the Heads ‘Honorarium to Course Coordinator’ and ‘Honorarium to Resource Persons’ shall not exceed 1% & 20% respectively of the total sanctioned grant for the Programme. However, overall expenditure shall not exceed the funds sanctioned for the programme.

4. Roles and Responsibilities of AICTE
   i. AICTE shall nominate a representative to attend the meetings of Steering Committee for monitoring the implementation of the scheme and grant of sanction to the suitable proposals evaluated by a duly constituted committee.
   ii. AICTE shall sanction and release the grants in favor of ISTE as admissible.
   iii. An appropriate advertisement shall be placed by AICTE & ISTE and applications will be invited online on ISTE web-portal with a link on AICTE’s website.
   iv. AICTE shall conduct surprise visits to some institutes while the programme is in progress.

5. Validity of Agreement
   This arrangement shall be effective **upto maximum of three years**, starting from the date of signing of the Agreement and its continuance will be subject to annual review of the scheme and deliverables. The continuance of the scheme is also subject to the AICTE policy, its rules, regulations, by-laws and guidelines formulated for this purpose from time to time.

6. Payments
   The Orientation/refresher programmes grant, contingency grant and expenditure on secretarial assistance shall be released to the ISTE by the AICTE keeping in view the total number of programmes to be awarded in a given year, for achieving the objectives of the scheme in measurable terms for evaluation thereof.

So far as release of funds in respect of secretarial assistance to be paid to ISTE is concerned, an amount of Rs. 1,00,000/- (Rupees One Lakh only) plus five percent of the grant utilized will be provided for the execution of the scheme each year. If no fund is utilized during the particular financial year, no secretarial charges will be payable. However, ISTE must make all efforts to implement scheme effectively so as to benefit large number of faculty members.
The expenditure from of the grants shall be made as per GOI rules/order on the relevant subject and AICTE order issued, if any, and in force. Proper separate accounts shall be maintained by the recipient of the grant for the expenditure made and same shall be open to inspection/audit by the statutory/internal auditors of the AICTE. The Utilization Certificate & Statement of Expenditure and Receipt & Payment A/c for the financial year to which the A/c shall be sent by ISTE by 30th April, after closing the accounts for the relevant financial year.

7. Reporting

The activities to be performed within a financial year shall be submitted by the ISTE with the Budget proposal, ISTE will send yearly report activity-wise showing the targets and achievements etc. made during that period.

8. Documents of Payments/Expenditure incurred

Proper Accounts as per GOI rules may be kept by the ISTE for the purpose of an audit by the AICTE internal auditors.

9. Scheme Administration

The BUREAU HEAD, RIFD, on behalf of the AICTE, shall be the nodal officer for administrative matters related to the execution of the scheme.

10. Amendments & Modifications

"Any revision/modification or change to this agreement may be made by either party only by mutual consent and unless, such revision/modification or change is acknowledged and accepted by both parties in writing, such revision/modification or change shall not be valid and binding on the parties to this agreement."

11. Dispute-Resolution & Jurisdiction

Any dispute arising out of the work assigned to the ISTE under the scheme, which cannot be amicably settled between the parties viz, AICTE (on one part) and ISTE (on the other) shall be referred to the sole Arbitrator to be appointed by the Chairman, AICTE in accordance with the Arbitration & Conciliation Act, 1966, and such decision of the AICTE shall be binding on ISTE.

This Agreement/MoU shall be enforceable within the jurisdiction of Delhi Courts only.

12. Termination

"The AICTE in its sole discretion, by giving prior notice of one month to the other party, may terminate this agreement without assigning any reason. In addition to above, AICTE may also terminate this agreement instantly and without giving notice to the other party, in case of a change of policy pertaining to the implementation of the scheme or in the event of any breach of this agreement by the other party or any irregularity or dissatisfaction noted in the implementation of the scheme".
This MoU/agreement shall come into force from the date both the parties have signed the same.

Both the parties have considered and read the T&C of this agreement and thereafter agreed to sign this Agreement on 04th May 2017. IN WITNESS Whereof, the parties hereto have caused this Agreement to be signed in their respective name as of the day and year first above written.

For and on behalf of
AICTE, New Delhi

(Prof. Anil D. Sahasrabudhe)
Chairman, AICTE

For and on Behalf of
ISTE, New Delhi

(Prof. Pratapsinh K. Desai)
President, ISTE

Witness

Witness