

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ALL INDIA COUNCIL FOR TECHNICAL EDUCATION
AND
DR. A.P.J. ABDUL KALAM TECHNICAL UNIVERSITY**

This **Memorandum of Understanding (MoU)** executed at New Delhi on 18/02/2019 by and between:

All India Council for Technical Education, New Delhi, through its Chairman, (hereinafter referred to as the "**AICTE**") having its office at Nelson Mandela Marg, Vasant Kunj, New Delhi on the first part.

AND

DR. A.P.J. ABDUL KALAM TECHNICAL UNIVERSITY through its Vice Chancellor (hereinafter referred to as the "**DR. APJAKTU**") having its office at Sitapur Road, Lucknow on the second part.

WHEREAS, AICTE and DR. APJAKTU are desirous to execute AICTE - DR. APJAKTU joint training programs for teachers in AICTE's approved technical institutions affiliated with the University.

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

- i. **Objective:** The objective of the AICTE - DR. APJAKTU training programs is to conduct training for faculty members to prepare them for being successful in a knowledge society.
- ii. **Eligibility:** All teachers from AICTE approved institutions affiliated with the Dr. APJAKTU are eligible to participate.
- iii. **Duration/Type/Participants:** The AICTE - DR. APJAKTU training program will be of five days' residential program with minimum forty participants.
- iv. **Fund Limits:** The maximum total expenditure for conduct of one training program will be Rs. three lakh only to be equally shared by AICTE and Dr. APJAKTU.

AICTE will release a grant of Rs. 1.5 lakh to Dr. APJAKTU per training program to meet the expenditure to the extent of Rs. 1.5 lakh or the actual expenditure, whichever is less on (i) TA/DA/ Honorarium to

Resource Persons (Honorarium not to exceed 20% of the total expenditure incurred on conduct of one such training program) (ii) TA to outstation participants (iii) Course material to participants.

Dr. APJAKTU will meet from its own funds, the expenditure to the extent of Rs. 1.5 lakh or the actual expenditure, whichever is less, to cover all items of expenditure such as (i) Boarding & lodging of participants, (ii) Honorarium to Programme Coordinator (not to exceed 1% of the total expenditure incurred on one such training program). (iii) Working expenses (tea/coffee/stationary/certificate/printing etc.).

- v. **Number of Programs:** Dr. APJAKTU in association with AICTE will conduct training programs in the field of technical education. Dr. APJAKTU shall conduct 10 such training programs in a financial year.
- vi. **Certification:** Dr. APJAKTU will do the certification of these programs jointly with AICTE. Dr. APJAKTU will ensure that the certificates shall be issued only to those participants, who qualify the test.
- vii. **Host:** Dr. APJAKTU will act as the host.
- viii. **Submission of documents:** After conduct of each of the training program following documents shall be submitted to AICTE:
 - a. Detailed schedule of training program.
 - b. List of resource persons invited with full address, contact details, topics, etc.
 - c. List of participants attended the training program.
 - d. Copy of question paper and mark sheet for the test conducted at the end of program.
 - e. Minimum five photographs and a video CD of selected sessions.
- ix. **Utilization Certificate:** Dr. APJAKTU 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. **Infrastructure:** Being a residential program, the Dr. APJAKTU shall have requisite infrastructure viz. guest house and dining hall etc.

xi. **Role and responsibilities of AICTE**

- AICTE shall nominate a representative to attend the meetings of Monitoring Committee.
- AICTE shall sanction and release the grants in favor of Dr. APJAKTU as admissible.
- An appropriate advertisement shall be placed by AICTE & Dr. APJAKTU and applications will be invited online on Dr. APJAKTU web-portal with a link on AICTE's website.
- AICTE shall conduct surprise visits to some institutes while the program is in progress.
- AICTE will release a grant of Rs. 1.5 lakh to Dr. APJAKTU per training program to meet the expenditure to the extent of Rs. 1.5 lakh or the actual expenditure, whichever is less.
- AICTE shall release its contribution towards the expenditure for the conduct of such training programs only on receipt of the documents from Dr. APJAKTU as stated at (viii) and (ix) above.

xii **Validity of Agreement:** This agreement shall be effective up to maximum of **five years**, starting from the date of signing of the Agreement and its continuance will be subject to annual review of the scheme and deliverables.

xiii **Resolution of dispute:**

- a) Any dispute between the parties arising in connection with the performance of this MOU shall be resolved amicably between the parties through a process of negotiation by the representatives of both the parties.
- b) In case the dispute is not resolved, then it shall be referred to the Chairman, AICTE and the Vice-Chancellor/Registrar of the University for settlement. Even then, if any issue still remains unresolved, then it shall be referred to the Arbitrator who shall be appointed with the consent of both the parties. The seat of the Arbitrator shall be at New Delhi and proceeding shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

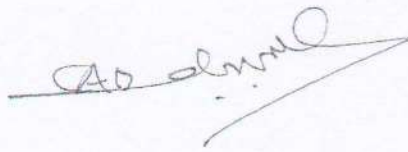
xiv **Termination:** The AICTE in its sole discretion, by giving prior notice of one month to the other party, may terminate this agreement without assigning any reason.

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 18/02/2019.

IN WITNESS whereof, the parties hereto have caused this agreement to be signed in their respective name as on the day, month and year mentioned above.

For and on behalf of
AICTE, New Delhi



(Prof. Anil D. Sahasrabudhe)
Chairman, AICTE



Witness

(Mrs Sanju Choudhary)

For and on behalf of
**Dr. A.P.J. Abdul Kalam
Technical University,
Lucknow**



(Dr. Vinay Kumar Pathak)
Vice-Chancellor,
Dr. A.P.J. Abdul Kalam
Technical University



Witness

(Dr. Pradeep Kumar)