MEMORANDUM OF UNDERSTANDING

BETWEEN

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION (AICTE), NEW DELHI

AND

MADAN MOHAN MALAVIYA UNIVERSITY OF TECHNOLOGY (MMMUT),
GORAKHPUR – 273 010 (U. P.)

This Memorandum of Understanding (MoU) executed at New Delhi on 24-09-2021 by and between:

All India Council for Technical Education (AICTE), New Delhi, through its Chairman, (hereinafter referred to as “AICTE”) having its office at Nelson Mandela Marg, Vasant Kunj, New Delhi-110 070 on the first part.

AND

Madan Mohan Malaviya University of Technology (MMMUT), Gorakhpur through its Vice Chancellor (hereinafter referred to as “MMMUT Gorakhpur”), having its office at Madan Mohan Malaviya University of Technology, Deoria Road, Gorakhpur – 273 010 (U. P.), on the second part.

WHEREAS, AICTE and “MMMUT Gorakhpur” are desirous to execute AICTE-MMMMUT Gorakhpur joint training programme for teachers in AICTE’s approved technical institutions affiliated with various Universities.

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

i. Objective: The objective of the AICTE - MMMUT Gorakhpur training programme 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 State/MOE/Central University, all Govt./Private/ Institution/University are eligible to participate.

iii. Duration/Type/ Participants: The AICTE - MMMUT Gorakhpur training programme will be five-day residential programme with minimum forty participants.
iv. **Fund Limits:** The maximum total expenditure for conduct of one training programme will be Rs. three lakhs only, which is to be shared equally by AICTE and MMMUT Gorakhpur.

AICTE will release a grant of Rs. 1.5 lakhs to MMMUT Gorakhpur per training programme to meet the expenditure to the extent of Rs. 1.5 lakhs 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 programme); (ii) TA to outstation participants; (iii) Course material to participants.

MMMUT Gorakhpur 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) Board & 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/ stationery/certificate/printing etc.).

v. (i) **Number of Programs:** MMMUT Gorakhpur in association with AICTE will conduct training programme in the field of technical education. MMMUT Gorakhpur shall conduct 10 (Ten) such training programme in a financial year.

(ii) **Topics suggested by AICTE which may be included in addition to programme designed by host institution for conducting Training Programme curricula are as below:**

1. Examination reforms.
2. Mentor’s Training as per the norms of NITTTR.
4. NBA Accreditation & the processes.
5. Identifying problems & double diamond approach towards design.
6. Model curriculum as prescribed by AICTE.
7. Induction programme for students as prescribed by AICTE.
8. Intellectual property management at early stage of innovation & start - ups.

vi. **Certification:** MMMUT Gorakhpur will do the certification of these programme jointly with AICTE. MMMUT Gorakhpur will ensure that the certificates shall be issued only to those participants, who qualify the test with minimum of 60% marks.

vii. **Host:** MMMUT Gorakhpur will act as the host.

viii. **Submission of documents:** After conduct of each of the training programme the 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.

ix. **Utilization Certificate:** MMMUT Gorakhpur 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 programme, the MMMUT Gorakhpur shall have requisite infrastructure viz. guest house, 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 MMMUT Gorakhpur as admissible.
- An appropriate advertisement shall be placed by AICTE & MMMUT Gorakhpur, and applications will be invited online on MMMUT Gorakhpur web-portal with a link on AICTE’s website.
- AICTE shall conduct surprise visits to some institutes while the programme is in progress.
- AICTE will release a grant of Rs. 1.5 lakhs to MMMUT Gorakhpur per training programme 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 programme only on receipt of the documents from MMMUT Gorakhpur as stated at (viii) and (ix) above.

xii **Validity of Agreement:** This arrangement shall be effective upto 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.
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 at New Delhi and proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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 24.09.2021.

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
24.9.21

For and on behalf of
MMMUT, Gorakhpur
(Prof. J. P. Pandey)
Vice-Chancellor
MMMUT, Gorakhpur

Witness
24.9.21

Page4 of 4