



Memorandum of Understanding between All India Council for Technical Education [AICTE] and National Productivity Council [NPC]

This Memorandum of Understanding (MoU) is made & entered into on **28th June, 2017** between

All India Council for Technical Education, hereinafter referred to as AICTE, [a Statutory Body established by an Act of Parliament (Act 52 of 1987) under Ministry of Human Resource Development, Govt. of India] having its office at Nelson Mandela Marg, Vasant Kunj, New Delhi-110067 represented by its Chairman (which expression shall unless it be repugnant to, or excluded by the context or meaning thereof be deemed to mean and include its successors, assignees) first part

And

National Productivity Council, hereinafter referred to as NPC having its registered Office at Utpadakta Bhawan, 5-6 Institutional Area, Lodhi Road New Delhi, represented by the Director General, (which expression unless it be repugnant to, or excluded by the context or meaning thereof be deemed to mean and include its successors, assignees) second part.

Whereas,

AICTE and NPC (hereinafter jointly referred to as parties) hereby agree to enter into an agreement for the purpose of enhancing the relationship between the parties

It is hereby agreed to by and between the two parties as follows:

1. PURPOSE AND OVERVIEW

AICTE believes that internship would help improve employability of students and thus is working to mandate it for all students enrolled in technical degrees in universities / institutions under its purview. Once the internship is mandatory for students, it would be a challenging task to facilitate internships for over 2 million students. To meet this challenge, AICTE is exploring partnership with various stakeholders and has identified NPC as a potential partner.

The aim of this MoU is primarily to establish a written document under which both the organizations may enter into a written agreement to conduct low cost internationally recognized Asian Productivity Organization (APO) Certified Basic and Advanced Productivity Practitioners courses for students of technical colleges and universities. These courses will be conducted by trainers who will be first trained by NPC trainers certified by APO. These courses will enhance the competitiveness of students and make them employment ready in



today's industrial scenario as the course entails field level internship with industrial units in a praxis approach. The employability of the students may be enhanced in terms of:

- a. Self employment as trainers and consultants
- b. Association with NPC in various projects
- c. Availing training opportunities abroad and being part of APO network.

2. AREAS OF COLLABORATION [NON –CREDIT COURSE]

- Joint efforts for disseminating information and popularizing the conduct of Basic and Advanced Productivity Practitioners Certification courses for technical students of colleges and universities.
- Getting requisite approvals from SWAYAM committee of AICTE for course content and training material for Productivity Practitioners Certification courses.
- Utilizing the SWAYAM platform for wider dissemination of the course content.

3. ROLES AND RESPONSIBILITIES OF AICTE

- i) Provide region wise database of colleges and technical institutions to NPC
- ii) Recognize NPC as internship partner by signing this MoU.
- iii) Encourage colleges directly under AICTE to enroll in the Productivity Practitioners Certification course.
- iv) Help NPC in reaching out to colleges to obtain required support
- v) Media coverage to build awareness about the course.

4. ROLES AND RESPONSIBILITIES OF NPC

- i) NPC would entrust the task of follow-up by NPC Regional Directorate offices to get the colleges / universities adopt Productivity Practitioners Certification courses comprising of Basic and Advanced and emphasize on the importance of internships among all colleges and technical institutions lying within their jurisdiction.
- ii) Disseminate the course content in consultation with AICTE for SWAYAM platform.
- iii) Organize National and Regional level Orientation Workshops with management and college authorities along with all the stakeholders at no cost.
- iv) NPC will create a system to track the progress and success of students and share the statistics with AICTE.
- v) Basic Certification Course will be of 5 days classroom instruction consisting of a total of 20 Sessions of 1.5 hours each spread across 3 Modules for 5 days classroom instruction and 25 days practice project with internship in Industrial Units/Other Organisations with assessment of assignment. Fee & other terms & conditions for conduct of the course are given as Annexure 1.



- vi) Advanced Certification Course will be of a total of 20 Sessions of 1.5 hours each spread across 6 Modules for 5 days classroom instruction and 25 days practice project with internship in Industrial Units/Other Organisations with assessment of assignment. Fee & other terms & conditions for conduct of the course are given as Annexure 1.
- vii) The Faculty trained in Advanced Course will subsequently conduct the training programmes for large scale replication in a decentralized manner. Fee & other terms & conditions for conduct of the course are given as Annexure 1.

5. NODAL AUTHORITY

The nodal officer from NPC shall be Director General, NPC or any nominee and the Nodal officer from AICTE shall be the Chairman or any nominee for all the decision making and concurrence.

6. TERM AND TERMINATION

This understanding will be operational and valid for 3 years from the date of signing or until the date of earlier termination. Upon completion of three years, the MoU can be renewed with mutual consent of both the parties.

Under normal circumstances, either party wanting to terminate the MoU can do so and it can be done on a mutually agreed upon date in a justified way with a notification given at least three months prior to termination date. In case of either party not meeting their responsibility, the MoU can be terminated immediately.

7. DISPUTE RESOLUTION & CONFIDENTIALITY

- 7.1 Any dispute or difference arising out of or in connection with this MoU shall be settled by the parties by mutual negotiations. Any unsettled dispute or differences shall be referred to the arbitration of a sole arbitrator.
- 7.2 Arbitration: All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator appointed mutually by Chairman, AICTE and DG, NPC on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole arbitrator. The arbitrator shall be appointed within a period of thirty days from date of receipt of written notice/demand of appointment of arbitrator from either party.
- 7.3 The decision of sole arbitrator shall be binding on all the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be Delhi/New Delhi. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal in so far as such waiver can validly be made.



7.4 Rules governing arbitration proceedings: The arbitration proceedings shall be governed by Indian arbitration and conciliation act 1996, as amended from time to time including provisions in force at the time the references made.

8. Notwithstanding the termination of the MoU, the parties shall continue to be bound by the provisions of this MoU that reasonably require some action after the expiry.

9. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to the acts of God, war, flood, earthquake, strikes, lockouts, epidemics, riots and civil commotion, provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action. Neither party shall be made responsible for an unexpected or uncontrollable event.

10. ASSIGNMENT

This MoU is personal to the parties hereto and may not be signed in whole or in the part by either party without the written consent of the other party.

In witness whereof the parties have caused this MoU to be signed by their duly authorized representatives, the day and year first above written.

Accepted and Agreed

FOR AND ON BEHALF OF AICTE

By: [Signature]

Name: **Prof. Anil D. Sahasrabudhe**
Title: Chairman, AICTE
Date: 28/6/17

WITNESS

By: [Signature]

Name: **Dr. M.P. Poonia**
Title: Vice Chairman, AICTE
Date: 28/6/17

FOR AND ON BEHALF OF NPC

By: [Signature]

Name: **Smt. Kalpana Awasthi, IAS**
Title: Director General; NPC
Date: 28.6.17

WITNESS

By: [Signature]

Name: **Sh. Navinder Kumar Chanji**
Title: Director, NPC
Date: [Signature]

By: [Signature]

Name: **Sh. Sunil Kumar**
Title: Director, NPC
Date: [Signature]



Annexure 1

Fee & Other Terms & Conditions for Conduct of the Programmes

- Initially the programme will be conducted by NPC faculty having vast field experience and trained by APO for Basic & Advanced programs
- In the later stage, Institutes having sufficient professionals trained in advanced programmes can conduct Basic course with their faculties under intimation to NPC. However Advanced Course will be conducted by NPC faculty only.
- The batch size for conduct of these courses will be maximum of 40 candidates.
- Only Basic course certified candidates will be eligible for appearing in Advanced Course.
- The fee structure for conduct of these programmes is as follows;

Programs solely conducted by NPC at the Technical Institute

Basic Course (as per Para 4-v of MoU)

- ✓ NPC will charge an amount of **Rs 1.0 Lakhs** plus applicable ST/GST per programme for maximum of 40 candidates.
- ✓ Institute will arrange training hall, LCD projector, refreshment, training kit for candidates etc. and nominate a Senior Executive to co-ordinate with NPC for conduct of training programme.

Advanced Course (as per Para 4-vi of MoU)

- ✓ NPC will charge an amount of **Rs 1.50 Lakhs** plus applicable ST/GST per programme for maximum of 40 candidates.
- ✓ Institute will arrange training hall, LCD projector, refreshment, training kit for candidates etc. and nominate a Senior Executive to co-ordinate with NPC for conduct of training programme.

Programs solely conducted by Institutes(as per Para 4-vii of MoU)

- ✓ Conduct of Basic Certification Courses by the Institutes with their own resources and their own faculties trained in Advanced Course by NPC.
- ✓ Issuance of certificates by NPC with APO and NPC's logo. The Certificates issued will be jointly signed by Director General NPC and Head of organizing institute.
- ✓ NPC will charge an amount of Rs 1500/- plus applicable ST/GST per certificate issued to Institutes. Certificates will have uniform design/ format bearing serial number approved and issued by competent authority of NPC.