

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is signed on this (*MoU Signing date*) among

**Engineering Council of India (ECI)** having its registered office at **1304 Hemkunt Chambers, 89 Nehru Place, New Delhi-110019** hereinafter called the “**First Party**” (which expression shall, unless repugnant to the context, includes its successors and assignees of the First Party.

**AND**

*Name of Member Association* having its registered office at ..... *Address* and hereinafter called the “**Second Party**” (which expression shall, unless repugnant to the context, include its successors and assignees of the “Second Party”)

**AND**

*Name of Institute* having its registered office at ..... *Address* its training Institution at ..... and hereinafter called the “**Third Party**” (which expression shall, unless repugnant to the context, include its successors and assignees of the “Third Party”)

WHEREAS, the First Party is registered as a Not-for-profit Society under the Societies Registration Act, 1860 and is the prime institution to standardize and harmonize, in various major engineering disciplines, professional practices in India and competency standards of practicing professionals with their counterparts in other member countries of WTO, having among their founding members

Planning Commission (Now NITI Aayog), All India Council for Technical Education (AICTE), National Board of Accreditation (NBA), Central Public Works Department (Ministry of Urban Development), Department of Commerce (Ministry of Commerce & Industry), Dept. of Secondary and Higher Education (Ministry of HRD), Department of Scientific and Industrial Research, Council of Scientific & Industrial Research & several Indian Professional Institutions.

WHEREAS, All India Council for Technical Education (**AICTE**), Ministry of Human Resource Development, Govt. of India, a statutory body through an Act of Parliament 52 of 1987, for proper planning and co-ordinated development of the technical education system throughout the country, has authorized ECI to facilitate Hands-on training and/ or arrange for “internships” to technical graduates in all disciplines of Engineering and Management for their Professional Development (PD).

AND WHEREAS, the Second Party is a Member Association of ECI and shall facilitate such hand-on training and/ or Internships in .....disciplines of Engineering and Management and also to carry out the accreditation & renewal process on behalf of ECI, as per the systems & procedures laid down by ECI.

AND WHEREAS, the Third Party is desirous of becoming one of the Partner Institution under the said ECI scheme for conducting these programs, and agrees to set up the operations at **Address** for carrying out the above mentioned training in its premises with its own resources.

AND WHEREAS, the Third Party already meets (or agrees to take action to meet, within a reasonable period) the Eligibility Criteria for being nominated as Partner Institution as set out by the First Party;

AND WHEREAS, the First Party has agreed to appoint the Third Party as Partner Institution (PI) under the said scheme;

NOW, THE FIRST, SECOND AND THIRD PARTIES herein and hereby agree to collaborate for the purpose of initiating, developing and implementing programs of Internship in Engineering/ Management sector with the Third Party being given the status of a Partner Institution (PI) and the Third Party agreeing to utilize its resources for conducting such training.

**RESPONSIBILITIES:**

**A. FIRST PARTY:**

The First Party hereby authorizes (subject to meeting the eligibility requirements & the payment of prescribed fees & dues by Third Party to First and Second Party) the third party to act as their Partner Institution for a period of 3 years initially, extendable to such periods as are recommended for approval by the second party from time to time.

**B. SECOND PARTY:**

The Second Party will be responsible for providing the syllabi, curricula of the programs to be offered by the Third Party for the conduct of Internship programs to be offered by the Third Party & to render monitoring/ guidance support to the Third Party as an authorized Monitoring Agency of the First Party. The content, Syllabi, & curricula shall be designed, keeping in mind the Industry requirements.

The Third Party will not add to, subtract from or substitute all or any of the above at a future date or alter the duration of training and / or number of trainees in its training courses without the approval of the Second Party. In all matters concerning training and certification under this scheme, the Second Party shall provide the systems and procedures.

The Second Party shall appoint a Jury from among the names recommended by the Third Party to

examine performance of the students training and issue certificates to the successful candidates trained under the approved programs. For all such examination the Third Party shall compensate Jury members for their expertise and time devoted to this task, as per the fee structure decided by the Second Party.

**C. THIRD PARTY :**

The Third Party shall pay the fees as per the attached enclosure, which shall be treated as an integral part of this MoU.

The Third Party shall ensure that hands-on training is conducted in conformity with the standards, norms, methods approved under the .....(Member Association) scheme for training and education in .....( discipline of Engineering). To assist such training, Second party shall train the trainers of the Third Party from time-to-time, on chargeable basis. In addition, the Second Party shall depute one observer with the Third Party who will oversee the training programs conditions.

The observer shall be stationed at suitable premises arranged by Third Party & conduct the observation work on a regular basis. The cost of such observers, would be as ,mentioned in the enclosure. This cost shall be reimbursed by the Third Party to the second party on a regular basis.

The Third Party shall ensure the provision of minimum number of trainees, resources of space, manpower, equipment, material and other facilities as directed by the Second Party. In this connection, the Third Party will furnish relevant information as required by the Second Party and facilitate initial and subsequent inspection of their facilities.

## **Roles and Responsibilities of the Partner Institution:**

### **a) Develop Capability to deliver training in proposed sector/sectors**

- Third party shall make endeavours for nominating faculty members for imparting training from amongst their existing or suitable external faculty members, identifying their skill gaps and get them trained by experienced agencies approved by Second Party to address the skill-gap analysis.
- To meet the core training need, in line with industrial requirements, third party shall make endeavours for enhancing the practical training systems, facilities. Infrastructure and laboratories available with third party. In case if third party becomes unable to enhance such setup, it would work with the second party to secure external arrangements to meet such deficits and extra costs for industrial deputation. The cost of such external arrangements shall be borne by the Third Party.

### **b) Mobilization and Registration of students**

- It will be the responsibility of the selected Partner Institution to have a registration desk immediate after the orientation session to facilitate registration.
- Marketing activities like banners, brochures and leaflets can also be distributed to promote registration of students.

### **c) Batch formation and training calendar**

- The Partner Institutions allocated in each college/ district will joint work out a batch plan and training calendar for each college.

### **d) Appointment of dedicated Nodal Person**

- A dedicated Nodal Person will have to be appointed for the project.
- The Nodal Person will provide weekly project updates to Second Party team.

**e) Provide course material and session plan.**

- Partner Institution will print and/ or provide soft copy, as appropriate, the required course material and distribute among the students.
- The session plan will be developed to suit time-table changes.
- The session plan will include all components of skill based training with a clear schedule of industry visits, training and assessment.

**f) Delivery of Skill based trainings (Theory and Practical)**

- The Partner Institution will ensure delivery of theory component as per the curriculum provided by Second Party.
- It is mandatory to include practical, hands on training sessions so that the students can practice the learnt concepts of the job role. The Partner Institution will have to be innovative to install hand-on training/demo set ups for the students.

**g) Industry Alliance**

- On completion of 1 month training by Third Party, the student shall be placed for 5 month internship in industry/ relevant organisation for hands-on training. The Third Party shall provide all support to Second Party and make efforts to enable such placements.

**h) Reporting and Monitoring**

- Providing weekly progress reports to Second Party and colleges
- Compliance to Second Party processes of entering details in the required format
- Prior information to Second Party for assessment and certification.

## **i) Fee Collection**

- The selected Partner Institution will collect the Internship training fee directly from the student. All such Fees shall be collected on behalf of and in name of Second Party, who shall release to the Third Party the share as agreed between Second & Third Party under this MoU and defined in the enclosure.

## **j) Assessment and Certification**

- After 6 months, performance of the students will be assessed/ examined by the Jury.
- The Partner Institution will co-ordinate with Second Party for the same and confirm the dates and location at least 1 month prior to the assessment cycle.
- The students will be awarded certificates as per template of certificates approved by Engineering Council of India & Member Association. Certification Fee shall be as per **Annexure I.**

## **SETTLEMENT OF DISPUTES:**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. If any dispute, difference, question or disagreement arises between the Parties hereto or their respective representatives or assignees, in connection with construction, meaning operation, effect interpretation of the Agreement or breach thereof which Parties are unable to settle mutually within **30 days** from the commencement of settlement proceedings, the same shall be referred to Arbitration under the auspices of Construction Industry Arbitration Council, New Delhi whose rules shall be binding on all parties.

**TERMINATION:**

The validity of this MoU shall be Three Years from the date of signing the same and thereafter extended through mutual consent.

This MoU could be terminated by giving a notice of 6 months from either side, however the first right of refusal / acceptance shall be that of the first party.

In witness we set our hands to this Memorandum of Understanding.

**First Party**

**Second Party**

**Third Party**

*(Name)*

*(Name)*

*(Name)*

*Designation*

*Designation*

*Designation*

Engineering Council of India

Member Association (name)

.....

*Address*

*Address*

*Address*

**Witnesses:**

**First Party**

**Second Party**

**Third Party**

1. ....

1. ....

1. ....

*(Signature)*

*(Signature)*

*(Signature)*

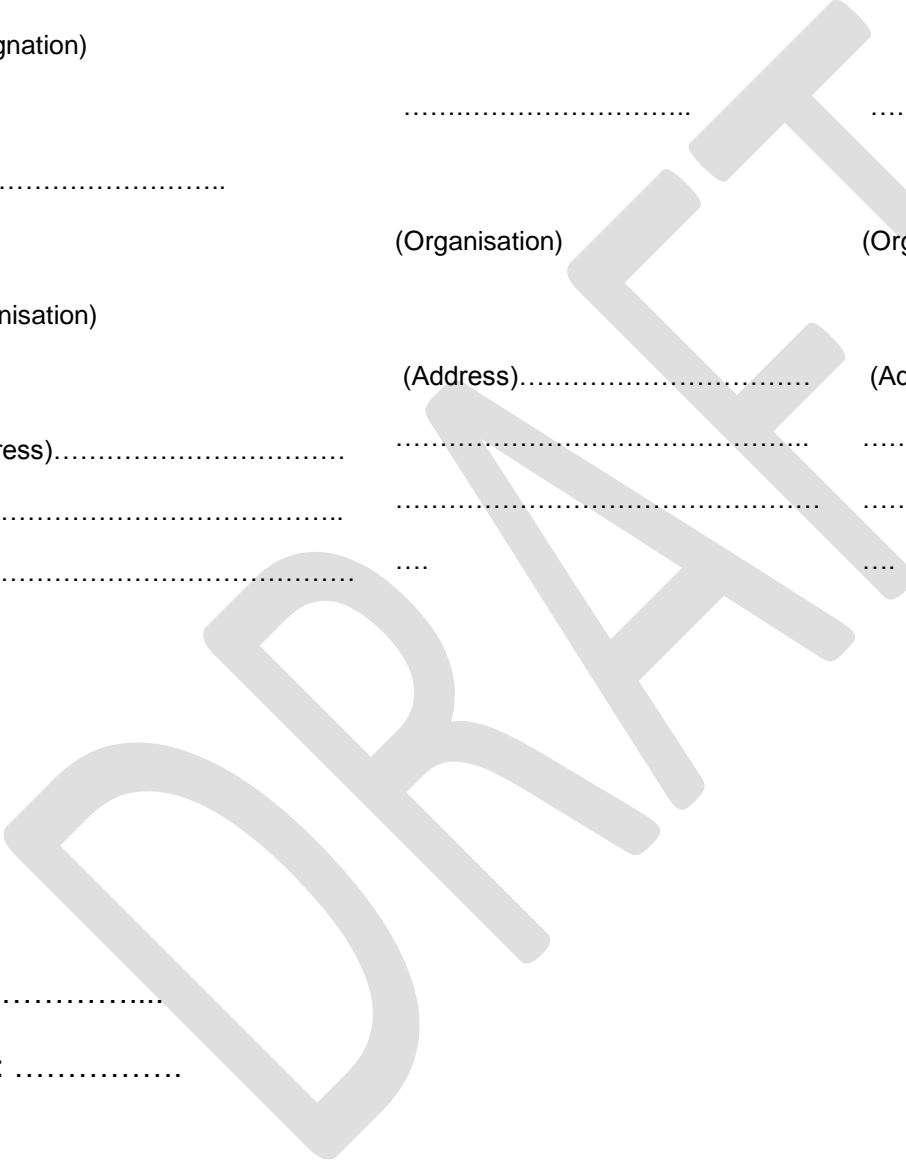
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(Name)	(Name)	(Name)
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(Designation)	(Designation)	(Designation)
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(Organisation)	(Organisation)	(Organisation)
.....	.....	.....
(Address).....	(Address).....	(Address).....
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Date: .....

Place: .....

## **FINANCIAL IMPLICATIONS**

### **I. Appointment Fee :**

- a) AICTE Approved Institutions Rs 2.50 lakhs ( plus GST )  
     Rs. 0.50 lakh plus GST ( Payable to First Party )  
     Rs. 2.00 lakhs plus GST ( Payable to Second Party )
- b) Non AICTE Institutions Rs. 5.00 Lakhs ( plus GST )  
     Rs. 1.00 lakh plus GST ( Payable to First Party )  
     Rs. 4.00 lakhs plus GST ( Payable to Second Party )

### **Renewal Fee :**

- c) Annual payable after expiry of first to second party )  
     i) AICTE approved Institutions Rs. 0.50 lakhs ( plus GST )  
     ii) Non AICTE approved Institutions Rs. 1.10 lakhs ( plus GST )

### **II. Others Costs ( to be paid to Second Party )**

- a) Observer Cost Rs. 20000/- per month plus GST  
 ( with escalation of 10% per annum ) in addition boarding and lodging ( married or bachelor accommodation as the case may be), electricity, water, out of pocket expenses, local transportation, access to internet enable computer on regular basis which are extra )
- b) Certification Fee Rs. 1000/- per candidate plus GST  
     ( Paid to First Party )
- c) Jury Fee Rs. 2500/- per day plus GST per jury member  
 (Jury shall comprise of 3 members for a batch of 30 students to be paid by Third Party to the Jury members directly )
- d) Internship Fee As per AICTE-ECI MoU  
     Fee sharing 35% Second Party 65% Third Party

Note : The above fee structure is valid for the Financial Year 2017 – 2018.

All fees should be collected and deposited with the concerned party prior to commencement.