

IKUPTU/JR/5119

6/07/2022

# MEMORANDUM OF UNDERSTANDING BETWEEN



**QUALITY COUNCIL OF INDIA (QCI),**  
2nd Floor, Institution of Engineers Building,  
2-Bahadur Shah Zafar Marg, New Delhi-110002

AND



**I.K. GUJRAL PUNJAB TECHNICAL UNIVERSITY,**  
Jalandhar Jalandhar-Kapurthala Highway,  
Kapurthala-144603, Punjab

## Contents

ARTICLE- 1: <b>AREAS OF COOPERATION</b> .....	3
ARTICLE- 2: <b>SCOPE OF WORK</b> .....	4
ARTICLE- 3: <b>WORKING ARRANGEMENT</b> .....	5
ARTICLE- 4: <b>FINANCIAL ARRANGEMENT</b> .....	5
ARTICLE- 5: <b>REPRESENTATION AND WARRANTY</b> .....	5
ARTICLE- 6: <b>PROTECTION OF INTELLECTUAL PROPERTY RIGHTS/OWNERSHIP</b> .....	6
ARTICLE- 7: <b>CONFIDENTIALITY</b> .....	6
ARTICLE- 8: <b>SUSPENSION</b> .....	6
ARTICLE- 9: <b>REVISION, MODIFICATION AND AMENDMENT</b> .....	6
ARTICLE- 10: <b>SETTLEMENT OF DISPUTES</b> .....	6
ARTICLE- 11: <b>EFFECTIVE DATE, DURATION AND TERMINATION</b> .....	7
ARTICLE- 12: <b>INDEMNIFICATION</b> .....	7
ARTICLE- 13: <b>FORCE MAJEURE</b> .....	7
ARTICLE- 14: <b>MISCELLANEOUS</b> .....	8

This Memorandum of Understanding (hereinafter called **MOU**) is made on 08-06-2022 between **I.K. Gujral Punjab Technical University** having office at Jalandhar-Kapurthala Highway, Kapurthala-144603, Punjab, (herein after called IKGPTU "**The First Party**") and **Quality Council of India (QCI)**, an Autonomous body under Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, having its principle office at 2<sup>nd</sup> Floor, Institution of Engineers Building, Bahadur Shah Zafar Marg, New Delhi (hereinafter called QCI "**The Second Party**").

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

**Whereas IKGPTU** was established by an Act of State Legislature on 16th January, 1997, to promote technical, management and pharmaceutical education in the state at degree level and above. It was established as Punjab Technical University and renamed as I.K.Gujral Punjab Technical University by State Government in the honour to Late Sh. Inder Kumar Gujral, Former Prime Minister of India, in 2015. The University has the mandate to set up centres of excellence in emerging technologies and for promoting training, research and development in these areas. The University has undertaken the task of training students to help in the development of skilled manpower in this sector in the country in general and in the state in particular. With this goal in mind, the university is promoting a number of courses in different streams in regular as well as distance education programmes. At present University have 121 AICTE and 65 UGC recognized/ approved institutes affiliated with it. IKGPTU is undertaking and supervising the instructions and award of 30+ bachelor's degrees in Engineering & Technology & 20+ in non-AICTE & UGC courses. The university has more than 10 campuses throughout Punjab.

And Whereas QCI, as the national accreditation and apex quality facilitation body, establishes and operates national accreditation structure and promotes quality through National Quality Campaign. The promotion of quality encompasses all segments including laboratory accreditation, manufacturing, health, education and public services. QCI started eQuest which offers eLearning courses around themes that form the core areas of QCI.

Both parties agree and undertake that specific project under the MoU proposed, formulated and agreed upon by them for the implementation of this MoU and for the said projects; IKGPTU and/or QCI shall consider the same as part of this MoU.

The two institutions will endeavour to cooperate as follows –

## **ARTICLE 1**

### **AREAS OF COOPERATION**

This MoU aims to build a long-term relationship and to develop healthy & stable arrangements between both the Parties. Any collaborative programs, projects or activities proposed under the purview of this MoU shall be subject to negotiation, agreement and approval between both the Parties. Both parties recognize that there is a need to identify new Physical Training Programmes and e-learning courses, and institutionalize capacity building by Physical Training Programmes and e- learning.





## ARTICLE 2 SCOPE

- 2.1 IKGPTU and QCI shall jointly work under the scope of this MoU. The scope, projects, roles and responsibility of the engagement shall be drawn up with mutual consent.
- 2.2 Both parties recognize the need for conducting educational and training programmes with blending of physical training and e-Learning mode. Therefore, the following activities, roles and responsibilities for the said purpose are outlined under this MoU.
- i. To identify new courses keeping requirements of industry and academia. Sharing feedback and inputs for design and development of e- learning courses/ new courses. Identification of emerging areas to conduct training programmes through blended learning. Facilitation content development through empanelled Subject Matter Expert (SME). Awarding joint Certificates to eligible participants.
  - ii. Sharing of Human Resources – Subject Matter Expert (SME), Trainers, Assessors and Speakers in the identified areas.
  - iii. Dovetailing Credit Courses and Non -Credit courses of e-Quest in the curriculum (e-Quest- E-Quality Platform for Employability through Skill and Training; e-Quest is an Online learning portal by QCI. e-Quest is designed to help Indian professionals to strengthen their skills sets and knowledge thereby enhancing their career prospects).
  - iv. Developing e-Learning course on skill based modular courses.
  - v. Manufacturing Competitiveness programme will be inculcated as the credit-based programme in the curriculum. Program will be developed as per requirements of Industry. Identification of tailor-made programmes for industry may also be undertaken.
  - vi. Providing facilities for the conduct of various courses/ contact programmes in partnership with QCI in premises of PTU in collaboration of institutions/ industries.
  - vii. Professional competency-based certification as per ISO 17024.
  - viii. Consideration of NABL Accreditation for IKGPTU Laboratory(s). Award of Accreditation to Laboratories post compliance of requirements.
  - ix. Awarding Accreditation as EIA Consultant Organization post complying the requirements of scheme.
  - x. Identification of new areas for collaboration in the area of Quality.
  - xi. Training of QCI Professionals (PPID- Project Planning and Implementation Division) by IKGPTU on agreed skill set with culmination in Certificate/ Diploma/ Degree.
  - xii. Internship of Students.



- xiii. To run a training centre at IKGPTU under NICPP project.
- xiv. Accreditation of non -AICTE Vocational Courses as per NABET Accreditation Scheme of Learning Service Providers.
- xv. Evaluation of Study Centres as per ISO 21001 and/or ISO 29993.

### **ARTICLE 3**

#### **WORKING ARRANGEMENT**

- 3.1 The Parties shall constitute a Joint Coordination Committee ("JCC") by taking member(s) from both the parties to facilitate cooperation, foster partnership and review progress.
- 3.2 The head of each party shall nominate the respective coordinator. The participants and coordinators may change from time to time as decided by appropriate authority of the IKGPTU and QCI.
- 3.3 The JCC will be co-chaired by designated representative of the parties and both the parties shall determine the composition of the JCC. The member of representatives from each party may be between 2 to 3.
- 3.4 The JCC may meet on a bi-yearly/ annual basis as may be required and deemed fit, virtually or in person, as the case may be.
- 3.5 The Parties agree to arrange regular meeting and communication with one another and with other relevant stakeholder, to review and finalize the detailed plan for each stage of the programme.

### **ARTICLE 4**

#### **FINANCIAL ARRANGEMENT**

The financial arrangement for the joint activities undertaken within the framework of this MoU shall be mutually agreed upon by both the Parties on a case -to -case basis, subject to the availability of funds and resources. The two institutions will consider allocating seed money to initiate the partnership. In addition, they will also approach international/ national funding agencies, industries and academic institutions. Special attention will be given to obtain funded projects from industry as well as from alumni to support such collaborations.

### **ARTICLE 5**

#### **REPRESENTATION AND WARRANTY**

Each Party to this MoU represent that the execution and performance of this MOU is not contrary to any rule, law, statue, internal policy, or any other such order or rule by which such Party is bound.



## **ARTICLE 6**

### **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS/OWNERSHIP**

6.1 Each party will protect, within its territory, intellectual property rights of the other party in force in their respective jurisdiction. All copyrights of the document produced in support of any activity under this MoU shall rest with QCI and IKGPTU.

6.2 Both the parties will ensure appropriate protection of intellectual property rights obtained on the basis of this MoU, in accordance with providing laws and regulations in force in the country.

## **ARTICLE 7**

### **CONFIDENTIALITY**

Each Party undertakes to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Party during the period of the implementation of the MoU or any other agreement made pursuant to this MoU. However, in case of any such circumstances such as R.T.I or any other legal requirement, each party may do so with intimation to other party.

## **ARTICLE 8**

### **SUSPENSION**

Each party reserves the right for reason of national security, national interest, public order or public health to suspend temporarily either in whole or in part the implementation of this MoU. The suspension shall take effect immediately after written notification of one month has been given to the other party by the competent authority.

## **ARTICLE 9**

### **REVISION, MODIFICATION AND AMENDMENT**

Either party may request in writing a revision, modification or amendment of all or any part of this MoU. Any revision, modification or amendment agreed to by the parties shall be reflected in writing and shall form part of this MoU. Such revision, modification or amendment shall come on such data as may be determined by the parties.

## **ARTICLE 10**

### **SETTLEMENT OF DISPUTES**

10.1 The obligation of QCI and IKGPTU have been outlined in the MoU. However, during the operation of MoU, circumstances may arise which may call for alterations or modifications of this MoU. These amendments shall be mutually discussed and agreed upon in writing.

10.2 Any differences or dispute between the parties concerning the interpretation and/ or implementation and /or applicable to any of the provisions of this MoU shall be settled amicably through mutual consultation and / or negotiation between the Parties, without reference to any third party or tribunal.

10.3 All the issues involving financial matters e.g., sharing of course fees etc. shall be decided jointly by both the parties.





- 10.4 The MoU shall be governed and constructed in accordance with the Laws of India. In case any difference does not get resolved by mutual consultation and any of the parties is not satisfied and intends to resort to legal proceedings, it shall give a notice period of 30 days to the other party. The parties agree to submit to exclusive of jurisdiction of Courts in New Delhi, or any other place (India), mutually agreed to in connection with any dispute between the Parties under the MoU.

#### **ARTICLE 11**

##### **EFFECTIVE DATE, DURATION AND TERMINATION**

- 11.1 The MoU shall commence from effective date and shall continue for a period of 3 years from the Effective Date (hereafter referred to as "Term"). Thereafter, both parties shall review the status of this cooperation and may extend the Term on yearly basis on such terms as mutually agreed upon.
- 11.2 Notwithstanding Article 10 para 1 above, either party may terminate this MoU by notifying the other party in writing at least thirty (30) days in advance of such termination subject to settling of any dues/ overdue
- 11.3 Unless otherwise agreed upon by the Parties, the termination of this MoU shall not affect the implementation of on-going activities and /or programmes, which have been agreed upon to by the Parties on or before the date of the termination of the MoU.

#### **ARTICLE 12**

##### **INDEMNIFICATION**

Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/ losses) arising out of or in connection with this MoU due to breach of any provisions of this MoU by such party as a result of any act of negligence/ omission or commission on part of such party and / or its employees, agents etc.

#### **ARTICLE 13**

##### **FORCE MAJEURE**

###### **a. Force Majeure Event**

Any of the following events resulting in Material Adverse Effect shall constitute Force Majeure Event:

- I. Unprecedented situation resulting due to COVID -19
- II. Earthquake, inundation, landslide;
- III. Storm, tempest, hurricane, cyclone, lighting, thunder or other extreme atmospheric disturbances;
- IV. Act of terrorism, hacking, cyber -attack and the like; and
- V. War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war;
- VI. Strikes or boycotts, other than those involving the SECOND PARTY, its contractors or their employees, agents etc.



**b. Notice of Force Majeure Event**

As soon as practicable and in any case within 3 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Party which is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event ("the Affected Party") shall notify the other party of the same, setting out, inter alia, the following in reasonable detail:

- i. The nature and extent of the Force Majeure Event;
- ii. The estimated Force Majeure Period;
- iii. The nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
- iv. The measures which the Affected Party has taken or proposes to take to alleviate/ mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- v. Any other relevant information concerning the Force Majeure Event, and/ or the rights and obligations of the Parties under this MoU

**ARTICLE 14**

**MISCELLANEOUS**

14.1 Neither party shall use or publicize this MoU in such a manner as to cause any disrepute to the other party, nor shall to make any statement relevant to this MoU which may reasonably be considered to be misleading.

14.2 If any doubt arises as to the interpretation of the provision of his Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

IN WITNESS WHERE OF the parties hereto have signed and executed this memorandum in presence of each other and in presence of attesting witnesses

For & on Behalf of



(Dr. S K Mishra)

Registrar, IKGPTU

Jalandhar - Kapurthala Highway

Kapurthala-144 603

For & on Behalf of



(Dr. Manish Kumar Jindal)


CEO-NABET (QCI)

6th floor, ITPI, 4-A, Ring Rd

IP Estate, New Delhi-110002

Witnesses: -

1. Name & Address (Signature)



1. Name & Address (Signature)

