



Memorandum of Understanding
Between
Gujarat Technological University (GTU),
(Ahmedabad, India)
AND
Quality Council of India (QCI),
(New Delhi, India)

This Memorandum of Association (MoU) is being signed on the 16th Day of Oct. of the year 2023 (effective date) between

Gujarat Technological University, Ahmedabad (hereinafter referred to as GTU), a premier academic and research institution that has driven new ways of thinking since its 2007 founding, established by the Government of Gujarat vide Gujarat Act No. 20 of 2007. A State University with 486 affiliated colleges in its fold operates across Gujarat through its SIX zones at Ahmedabad, Gandhinagar, Vallabh Vidyanagar, Rajkot, Surat, and Bhuj. The University has about 2,25,000 students enrolled in a large number of Diploma, Undergraduate, and Post-Graduate programs along with the robust Doctoral program.

And,

The **Quality Council of India** (hereinafter referred to as QCI) is a non-profit organization registered under the Societies Registration Act XXI of 1860. The Department of Industrial Policy and Promotion, Ministry of Commerce and Industry was designated as the nodal point for all matters connected with quality and QCI to structure and help implementation of the Cabinet decision





Whereas GTU is offering a wide range of courses such as Engineering, Architecture, Management, Pharmacy, and Computer Science.

Whereas QCI as a National body for Accreditation was set up through a PPP model as an independent autonomous organization with the support of the Government of India and the Indian Industry represented by the three premier industry associations, (i) Associated Chambers of Commerce and Industry of India (ASSOCHAM), (ii) Confederation of Indian Industry (CII) and (iii) Federation of Indian Chambers of Commerce and Industry (FICCI).

QCI provides accreditation and other related services through its constituent Boards, viz.:

- National Accreditation Board for Testing and Calibration Laboratories (NABL);
- National Accreditation Board for Certification Bodies (NABCB);
- National Accreditation Board for Hospitals and Healthcare Providers (NABH);
- National Accreditation Board for Education and Training (NABET);
- National Board for Quality Promotion (NBQP)

‘Training and Capacity Building (TCB)’ Cell is an independent Cell under the ambit of QCI and is designed to synergize awareness, workshops, training, capacity-building, and handholding activities around themes that form the core areas of QCI.

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

The two institutions will endeavor to cooperate as follows:

ARTICLE 1 AREAS OF COOPERATION

This MoU aims to build a long-term relationship and to develop healthy and stable arrangements between both Parties. Any collaborative programs, projects, or activities proposed under the auspices of this MoU shall be subject to negotiation, agreement, and approval by and between the Parties. The forms of these collaborative programs, projects, or activities may include but are not limited to:

- a) GTU collaborates with TCB/QCI to recognize capacity-building initiatives aimed at enhancing employability and upskilling learners through industry-specific accreditation and certification for startups and small industries including but not limited to pharmaceuticals and Drug, Intermediates, Dyes, Food Products, Beverages, and Herbal Formulations.





- b) TCB/QCI has a set of relevant courses for learners of GTU; subject to satisfying the academic regulations of the University.
- c) In collaboration, GTU and TCB shall jointly undertake research projects focusing on the challenges and opportunities encountered by startups and small industries.
- d) TCB/QCI jointly with GTU will grant certification (participation) to the learners.
- e) GTU shall actively promote TCB/QCI among students, trainees, and partners, collaborating on marketing and promotional activities to raise awareness about accreditation, certification, and training opportunities.
- f) GTU will work towards the merger of relevant Credit Courses and Non-Credit courses of TCB/QCI in the curriculum subject to satisfying the academic regulations of the University.
- g) Specific courses/learning workshops/trainings/Seminar /Conferences around themes that form the major areas of TCB/QCI and GTU may be identified during the lifetime of this MoU

ARTICLE 2 ROLE OF EACH PARTY

GTU will be responsible for the following areas:

- (a) Identification of Courses for enhancing employability and capacity building
- (b) Ensuring the enrollments for the courses.
- (c) Facilitating Subject Matter Expert (SME) for content development (if required).
- (d) Providing facilities for the course/contact programs on its premises.
- (e) Sharing feedback and inputs for proposition and development of more courses under the MoU.
- (f) Promoting relevant courses of TCB/QCI amongst its students, trainees, and Partners.
- (g) Promote the collaborative efforts within its network and among the local startup and small industries

QCI will be responsible for the following areas:

- (a) TCB/QCI will provide certificates to the participants.
- (b) Developing the new content whenever required.
- (c) Providing Subject Matter Expert (SME) for the course development whenever required.
- (d) Managing professional competency certificate-related activities of learners from GTU.
- (e) Provide expertise in accreditation and certification processes.
- (f) Offer training programs and workshops related to quality standards and certification requirements.
- (g) Assist in the development and maintenance of industry-specific certification programs.





ARTICLE 3 WORKING ARRANGEMENT

- 3.1 The working arrangement may be executed through a Joint Coordination Committee (JCC) comprising of the official representatives to ensure smooth coordination of the programs.
- 3.2 The JCC will be co-chaired by designated representatives of the Parties and either Party shall determine the composition of the JCC for its side.
- 3.3 The JCC will meet on a bi-yearly/ annual basis virtually or in person as the case may be.
- 3.4 The parties agree to arrange regular meetings and communication with one another and with the other relevant stakeholders, to review and finalize the detailed plan for each stage of the program.

ARTICLE 4 FINANCIAL ARRANGEMENT

- 4.1 The financial arrangement for the cooperative activities that shall be undertaken within the framework of this MoU shall be mutually agreed upon by both Parties on a case-to-case basis, subject to the availability of funds and resources.
- 4.2 Any registration/participation fee collected from stakeholders/participants/sponsors would be collected by the organizer of the program and shared on a mutual agreement basis.

ARTICLE 5 REPRESENTATION AND WARRANTY

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

ARTICLE 6 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS/OWNERSHIP

Each party will protect, within its territory, the intellectual property rights of the other party in force in their respective countries. All copyrights of the documents produced in support of any activity under this MoU shall rest with QCI/GTU as the case may be.

Both parties will ensure appropriate protection of intellectual property rights obtained based on this MoU, following laws and regulations in force in their respective countries and by the international agreements to which they are Parties.





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 agreements made under this MoU.

ARTICLE 8 SUSPENSION

Each party reserves the right for reasons 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 has been given to the other party through diplomatic channels.

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 into force on such date as may be determined by the parties.

ARTICLE 10 SETTLEMENT OF DISPUTES

The MoU is not intended to create any legal obligations between the Parties. Any difference 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 international tribunal.

The MoU shall be governed and constructed by the Laws of India. The parties agree to submit to the exclusive jurisdiction of Delhi Court in India in connection with any dispute between the Parties under the MoU.

ARTICLE 11 EFFECTIVE DATE, DURATION AND TERMINATION

The MoU shall commence from the Effective Date and shall continue for a period of three (03) 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 such terms as mutually agreed upon.

Notwithstanding Article 10 paragraph 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.

Unless otherwise agreed upon by the Parties, the termination of this MoU shall not affect the implementation of ongoing activities and/or programs, which have been agreed upon agreed before the date of the termination of the MoU.

ARTICLE 12 AMENDMENT

The obligations of QCI and GTU have been outlined in the MoU. However, during the operation of the 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.

ARTICLE 13 INDEMNIFICATION

Both the parties shall indemnify and keep the other party indemnified and harmless against any claims, actions, or proceedings by a 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 agreement Memorandum of Understanding by such party or as a result of any act of negligence/omission or commission on part of such party and /or its employees, agents, etc.

ARTICLE 14 FORCE MAJEURE

14.1 Neither party hereto shall be liable for any failure to perform its obligations hereunder to the extent that performance has been delayed, hindered, or prevented by any circumstances beyond the reasonable control of that party, including without prejudice to the generality of the foregoing, any act of God, war, riot, civil commotion, strike, lock-out or other form of industrial action or any form of government or supernatural authority intervention.

14.2 The affected party to be able to avail of this clause will be obliged to inform the other party of:

- (a) The occurrence of any such event of force majeure; and
- (b) Resume its responsibilities on the cessation of such force majeure event.





ARTICLE 15 DISPUTES

In case any disputes arise in implementing the MoU, these shall be resolved by mutual consultation.

ARTICLE 16 MISCELLANEOUS

16.1 Neither party shall use or publicize the MoU in such a manner as to cause any disrepute to the other party and shall not make any statement relevant to this MoU which may reasonably be considered to be misleading.

16.2 If any doubt arises as to the interpretation of the provisions of this 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.

16.3 In case of dispute or difference arising out of or in connection with this MoU, the same shall be settled through mutual discussions between QCI and GTU.

IN WITNESS WHEREOF the parties hereto have signed & and executed this memorandum in the presence of each other and the presence of attesting witnesses.

For and on Behalf of QCI

Mr. Rajesh Maheshwari
Secretary General

2nd Floor, Institution of Engineers Building
2, Bahadur Shah Zafar Marg
New Delhi - 110002

Witness:
Alok Jain

Director Training &
Capacity Building
QCI, New Delhi

For and on Behalf of GTU

Dr. K. N. Kher,
Registrar

GTU, Nr. Vishwakarma Government
Engineering College, Nr. Visat Three
Roads Visat - Gandhinagar Highway
Chandkheda, Ahmedabad - 382424

Witness:
Dr. Sanjay Chauhan

Witness:
Dr. Udaykumar Vegad

