

प्रेषक,

अमृत अभिजात,
प्रमुख सचिव,
उत्तर प्रदेश शासन।

सेवा में,

निदेशक,
प्राविधिक शिक्षा,
उत्तर प्रदेश, कानपुर।

प्राविधिक शिक्षा अनुभाग-3

लखनऊ दिनांक: १५ दिसम्बर, 2021

विषय:- प्राविधिक शिक्षा (डिप्लोमा सेक्टर) के अधीन संचालित संस्थानों में शिक्षण-प्रशिक्षण की गुणवत्ता में सुधार हेतु बाह्य एजेन्सी अनुबन्धित किये जाने सम्बन्धी एम0ओ0यू0 हस्ताक्षरित करने के संबंध में।

महोदय,

उपर्युक्त विषयक आपके पत्र संख्या-42380/ई-प्रशा0एसटीपीसी, दिनांक 13.12.2021 द्वारा प्रेषित प्रस्ताव पर सम्यक विचारोपरान्त मुझे यह कहने का निदेश हुआ है कि शासन द्वारा प्राविधिक शिक्षा (डिप्लोमा सेक्टर) के अधीन संचालित संस्थानों के उन्नयन एवं प्रशिक्षण को गुणवत्तापूर्ण बनाने हेतु दिनांक 12.11.2021 को योजना भवन के सभाकक्ष में डिप्लोमा सेक्टर के संस्थानों की गुणवत्ता में सुधार हेतु सम्पन्न हुए ब्रेन स्टार्मिंग सेशन के फोकस एरियाज निम्नवत् है:-

- (1) प्लेसमेन्ट के लिए उद्योग समन्वय में सुधार, इंटरनशिप, औद्योगिक एक्सपोजर को बढ़ावा देना और पालीटेक्निक को उद्योग से सम्बन्धित पाठ्यक्रमों के बराबर रखना तथा बेहतर प्लेसमेन्ट में सहयोग करना।
- (2) संस्थान के बुनियादी ढाँचे में सुधार (बेंचमार्क एआईसीटीई मानदण्ड और राज्य संस्थान रेटिंग फ्रेमवर्क)।
- (3) प्रशिक्षण में सुधार: शिक्षण-आत्मसात (Teaching-learning) की तकनीक, पाठ्यक्रम और मूल्यांकन, 21वीं सदी के कौशल, उद्यमिता विकास और समर्थन कार्यक्रम।
- (4) विशेष रूप से महिलाओं के नामांकन में सुधार करना और पालीटेक्निक को युवाओं के लिए आकांक्षी बनाना, जिससे पालीटेक्निक के तरफ युवाओं का रुझान बढ़े।
- (5) डेटा समर्थित निगरानी और मूल्यांकन ढाँचा विकसित करना तथा परिणाम आधारित दृष्टिकोण को बढ़ावा देना।

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(6) एम0ओ0यू0 के तहत की जाने वाली गतिविधियों तथा उसकी शर्तों/प्रतिबंधों को प्रभावी करने के संबंध में किसी भी प्रकार का व्यय भार राज्य सरकार द्वारा वहन नहीं किया जायेगा।

(7) अनुबंध (MoU) की शर्तों, प्रतिबंधों व उद्देश्यों की पूर्ति न होने की दशा में उक्त अनुबंध को प्राविधिक शिक्षा विभाग किसी भी समय समाप्त करने का अधिकार रखता है।

2. उक्त की पूर्ति हेतु बाह्य एजेन्सी को अनुबंधित किये जाने हेतु आपको अधिकृत किया जाता है। कृपया इस संबंध में यथाशीघ्र आवश्यक कार्यवाही कराने का कष्ट करें।

भवदीय,



(अमृत अभिजात)
प्रमुख सचिव।

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (MoU) is executed on ----- by and between Department of Technical Education, Uttar Pradesh, referred to as "**DTE**" or "**First Party**," which expression shall unless excluded by or repugnant to the context, mean the Principal Secretary/Secretary, Department of Technical Education, Uttar Pradesh, and includes his successor in office, legal representative, nominee, and assignee through the authorized signatory.

AND

Name _____, a _____ company registered under _____, having Registered Office at _____, India herein referred to as "**Knowledge Partner**" or "**Second Party**," which expression shall, unless repugnant or contrary to the meaning or context thereof, means and includes its authorized signatories, administrators, executors, affiliates, and permitted assignees.

This MoU records the understanding between the First Party and Second Party relating to **the intervention required to improve overall systems to enhance learning & employment outcomes of the polytechnic institutions in Uttar Pradesh based on "New Education Policy"**. The focus intervention areas are:

- a) Industry (improve industry interface for placements, promoting internships, apprenticeship, industry exposure and keeping polytechnics at par with the industry demands)
 - b) Infrastructure (benchmark AICTE norms and State Institute Rating Framework)
 - c) Instruction (improve teaching – learning techniques, curriculum, and assessment, 21st century skills, entrepreneurship development and support programs)
 - d) Improving enrollments specifically women and making polytechnics aspirational for youth.
- 1 Whereas the First Party is primarily engaged in improving the learning & employment outcomes of the youth enrolled in polytechnics in Uttar Pradesh.
 - 2 And whereas the Second Party is a _____ engaged in providing 21st century skills and career services to youth at existing educational institutions, in addition to supporting various educational institutions, state government departments/institutions overseeing education/skill development/employment of youth, towards program design and execution in these domains.
 - 3 WHEREAS both the parties focus on betterment of youth and play a role in facilitating education and career development.

- 4 WHEREAS both the parties believe that it is desirable to enter a Memorandum of Understanding (MoU), which shall define and govern working in partnership on a joint project of strengthening overall systems to enhance employment outcomes of the government polytechnics in Uttar Pradesh
- 5 Unless terminated sooner in accordance with Clause' M'below, the scope of this document is valid for the First Party and the Second Party for a period of five(05)year, which may be extended for one (01)more year based on mutual consent and agreement at that time.

B. Objectives of the MoU:

Second party and DTE align their objectives of

- a) Improving industry interface for placements, promoting internships, apprenticeship, industry exposure and keeping polytechnics at par with the industry relevant courses)
- b) Improving institutionInfrastructure (benchmark AICTE norms and State Institute Rating Framework)
- c) Improve teaching – learning techniques, curriculum, and assessment, 21st century skills, entrepreneurship development and support programs)
- d) Improving enrollments specifically women and making polytechnics aspirational for youth.
- e) promotingan outcome-based approach through strong data backed monitoring and evaluation framework.

To achieve this, second party:

- (1) Conduct an in-depth analysis of all the existing streams in the polytechnic based on student's enrollment in these streams and their market relevance.
- (2) Assist DTE to strengthen industry interface through strong partnerships, systems, and processes for placement activities, review existing systemsand develop systems for data backed monitoring and strategic decision-making.
- (3) Conduct trainings for DTE on systems, processes, and monitoring framework.
- (4) Conduct training programs for faculties to improve learning and career outcomes of the students.
- (5) Conduct in-depth research on infrastructural facilities of each government polytechnic institutions benchmarking AICTE norms and State Institution Rating Framework.

and DTE will:

- (1) Conduct Orientation session for the Director, Joint Director, Principal, HoDs, Faculty members, and other stakeholders on the project's objectives.

- (2) Depute staff as mutually agreed for the project implementation and monitoring.
- (3) The project will be directly managed/monitored at the Principals Secretary/Secretary office. A project committee headed by the Principal Secretary shall be formed for the periodic project review and to address the project challenges. The committee members shall not be replaced during the tenure of the project.
- (4) Ensure continuity of administration and management personnel at the colleges, RPCs and DTE during first two years of the project, unless deemed necessary for the benefit of the project.
- (5) Ensure equal participation/engagement in the project to make it a success by having regular review meetings, provide admin support through government or department orders and letters and resources including Human Resources for execution of project related activities.

C. Roles and Responsibilities of DTE (FIRST PARTY):

Following roles shall be performed DTE on a reasonable endeavor basis:

- a. Form a project committee (as mentioned above) to approve the project workplan in collaboration with the Second Party and ensure subsequent coordination between the parties.
- b. Depute staff as mutually agreed for the project implementation and monitoring
- c. Fill two vacant Training and Placement officers' vacancies by the end of the First year of the project.
- d. Provide autonomy to second party to define job role, performance indicators for deputed staff members/technical staff and orient them towards handling the responsibilities and follow SOPs.
- e. Hold coordination/committee meeting with the Second Party monthly, headed by the Principal Secretary/Secretary to discuss the project progress, challenges, and the way forward.
- f. Ensure orientation sessions are conducted at all the levels for strong buy – in of the project across hierarchy.
- g. Provide full access to the relevant data and information related to the project.

D. Roles and Responsibilities of (SECOND PARTY):

For the execution of the Project, second party will be a "Knowledge Partner." shall perform the following roles on a reasonable endeavor basis:

- a. Data-backed list of infrastructural gaps in government polytechnics benchmarking AICTE parameters and State Institute Rating Framework.

- b. Data backed report on the viability of the existing streams/courses based on student's enrollment and market relevance.
- h. Orient deputed staff members/technical staff and orient them towards handling the responsibilities and follow SOPs.
- c. Assist DTE in partnering with industry/incubation centers/other organizations in skilling ecosystem for ToTs and students' skilling.
- d. Conduct Faculty development workshops for building new age teaching – learning skills in the existing faculty members.
- e. Depute staff as mutually agreed at Department to oversee the overall coordination of the project.
- f. Create a handover document at the end of the **3rd year** for the department and facilitate the adoption.
- g. Facilitate evaluation of the project by an independent (expert) agency (third party) to present a report directly to the project committee headed by the Principal Secretary post **two years** of adoption.

E. Representations and Warranties:

Each Party hereby represents and warrants that:

- a. It has all requisite power and authority to execute this MoU and to perform its obligations here under.
- b. It will perform its obligations and fulfill its responsibilities under this MoU in a manner that complies with all applicable laws.

F. Intellectual Property Rights and Marketing:

- a. Each Party acknowledges and agrees that each Party owns all intellectual property rights in the property belonging to each Party. This MoU does not grant either Party the rights to, or in patents, copyright, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses, of the other Party.
- b. Each Party's official data shall belong to the same Party and the other Party shall comply with all data security policies as per the law of the land.
- c. Second Party will have access to aggregated and anonymized data for the duration of the project. However, it will protect the confidentiality of the user data acquired through platform and will not be sharing the same with third parties for commercial purposes at any point in time.

G. Data Security:

- a. Access: Each record of data on the MIS platform is tenant protected. Under tenancy, the tenant administrator can assign role-based access to every record of data according to the requirements.

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- b. Authentication and Authorization: Every use under a tenant is authenticated with username and password without which, no one can get access to the data. After authentication, each service is going to check if the authenticated user has necessary role-based authorization to access the data.
 - c. Sensitive Data: Sensitive and private data such as passwords hashed are stored in the database and are never retrieved or updated. But can only be changed by the user on authenticated channels.
 - d. Environment Security: All the live instances of platform will be deployed with appropriate security group configurations that will not allow any unauthorized access to the services of the database in production. Only the designated platform environment owner can access the servers and do necessary deployments

H. Expenditure and Sharing:

Unless otherwise agreed to in writing by the parties, DTE (First Party) will not bear any financial liability in connection with the costs associated with..... (Second Party) in effecting the terms & conditions of this MoU and all other related activities under this MoU. Each Party shall bear its own "direct" costs in executing this project.

..... is funded by credible foundations and CSR grants from reputed corporations. It has been registered under FCRA since _____ and complies with all funding guidelines set by the Ministry of Corporate Affairs and Home Ministry.

I. Amendments:

Either Party may request changes to this MoU. Any changes, modifications, revisions, or amendments to this MoU which are mutually agreed upon and between the parties to this MoU shall be incorporated by the written instrument, and effective when executed and signed by all the parties.

J. Entirety of MoU:

This MoU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, in this regard whether written or oral.

K. Severability:

If any portion of this MoU is judicially determined to be illegal or unenforceable, the remainder of the MoU shall continue to be in full force and effect, and either Party may renegotiate the terms affected by the severance.

L. Relationship between parties:

The relationship of the Parties to this MoU is that of independent entities and nothing on this MoU nor the dealings of Parties under this MoU shall be deemed to constitute or place them in a fiduciary relationship or any other relationship of trust or confidence, partnership, employer-employee, agency or joint venture relationship and no Party shall have the right to agree to obligations on behalf of any other Party in any manner.

M. Termination:

This MoU may be terminated by either Party with a prior written notice of 30 days being served on the other Party after settlement of all outstanding issues.

N. Risk Mitigation:

That in no event party shall be liable for any losses arising from or in connection with this MoU, pursuant to any claim by the other Party against such Party under any theory of liability (whether in contract, in tort, or otherwise), if such losses could have been avoided if the other Party had used reasonable efforts to mitigate them.

IN WITNESS WHEREOF, the Parties to this MoU through their duly authorized representatives have executed this MoU on the day and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MoU as set forth herein.

Signed, sealed and delivered for and on behalf of

Department of Technical Education Second Party

Executive Director

Witness (1)

Witness(1)

Witness (2)

Witness(2)