



**Gujarat Knowledge Society
C/o Commissionerate of Technical Education
Government of Gujarat, Gandhinagar**

No.GKS/Planning/MoU Policy/201516/

Date: 27/11/15

Policy for Memorandum of Understanding (MoU)

Preface:

The Gujarat Knowledge Society is established under Education Department, Government of Gujarat wide Resolution No.TEM/2007/253(17)/S dated 18.09.2007 and registered under the Societies Registration Act, 1860 by the Office of Charity Commissioner, Government of Gujarat.

The Society is mainly concerned to cater the students across the state by providing them the IT skills by arranging seminars, workshops, meetings and trainings. To overcome such concern; the Society may acquire support from the Agencies/Corporate/IT Firms/NGOs/Trusts/Societies working for Skill Development purposes.

The Administrative Powers of the
Chief Executive Officer,
Gujarat Knowledge Society:

- i. To frame contents of the various courses.
- ii. To decide time-limit/duration of the courses. To evolve mechanism regarding Training Partners, MoUs and Allocation of Training Zones.
- iii. To amalgamate various programmes run by GoG, as and when needed.
- iv. To draft the Terms and Conditions of Impact Analysis Agencies.
- v. To recruit the office staff and fixing remuneration of them and also publishing advertisement for such task/s.
- vi. To issue orders for broadcasting any jingles/advertisements.
- vii. To select proper Chartered Accounting Firm and fixing fees for auditing purpose.
- viii. To take possession of land possession and to set procedure about establishing Model Training Centres.
- ix. To make modifications, if necessary from time to time to encourage educational institutions to participate in ITP Scheme.
- x. To carry out necessary procedures to do MoU and joint certification with NIOS.
- xi. To take necessary steps to implement the purpose of partnership with Employment Exchanges.
- xii. To take necessary steps to implement the decision regarding a dedicated server for GKS.
- xiii. To take necessary steps to implement the various courses and decisions taken in EC Meeting/s.

- xiv. To give in principle approval for new / renewal of various proposals and MoUs.
- xv. To Sign MoUs with various Institutions / Trusts for running various programs / schemes in GKS.
- xvi. To constitute / reform the courses / programs of GKS.

The Policy for signing
Memorandum of Understanding (MoU)
with Gujarat Knowledge Society:

Any Agency/Corporate Firm/IT Firm/NGO/Trust/Society, keen working for the Skill Development or Training purpose, may sign an Agreement with due terms and conditions decided by the Gujarat Knowledge Society as under:

The MoU Policy of GKS must comprise the following instructions and terms & conditions:

- 1) The activities/initiatives/training programmes under the monitoring of Gujarat Knowledge Society may include; Skill based IT training programmes, trainings for various competitive exams, soft skill based training programmes or other as and when planned by the society.
- 2) A prior approval will be desirable from the Chief Executive Officer of the Gujarat Knowledge Society for implementation of any initiatives or for arranging any training programmes, workshops, meetings etc for Skill Development purpose/s.
- 3) The Signing Authority of the MoU on the part of the Gujarat

Knowledge Society will be the Chief Executive Officer (CEO), Gujarat Knowledge Society as empowered by the Executive Committee of the Society. In any case, none of the other officials of the society may sign the MoU.

- 4) All the activities and initiatives or training programmes etc delivered by the Society shall be Student-centric.
- 5) All the activities and initiatives or training programmes will be conducted in the 16 Government Engineering Colleges, 30 Government Polytechnics, 25 Government Technical High Schools. And if felt necessary, may be run in other Government / Grant-in-Aid / other Institutions as and when decided by the Chief Executive Officer of the Society.
- 6) Any Agency/Corporate Firm/IT Firm/NGO/Trust/Society, keen working for the Skill Development or Training purpose, may sign an Agreement with the Gujarat Knowledge Society.
- 7) The practices being held by the Partners should be regularly be monitored by the Society and suggestions/changes will be made as and when required with due permission of the Chief Executive Officer, Gujarat Knowledge Society.
- 8) The Memorandum of Understanding (MoU) between the Gujarat Knowledge Society and the Partner will be valid for 2 years.

- 9) The activities or training rendered by the Partner will be reviewed by the Office of Gujarat Knowledge Society after a one year and after having found the satisfactory work; the Memorandum of Understanding (MoU) will be continued for the second year.
- 10) After completion of an MoU, the activities or training rendered by the Partner will be evaluated by the third party decided by the Gujarat Knowledge Society and after getting the satisfactory reports from the party, the MoU will be renewed.
- 11) GKS will collect the onetime non-refundable fees of Rs.20,000/- (Rupees Twenty Thousand only) per center as Center Fee and Rs.5,00,000/- (Rupees Five Lakh only) as non-refundable Partnership Fee from the partner assigning MoU with the GKS.
- 12) GKS will facilitate the partners with infrastructural facilities, computer laboratory, library, classrooms etc. if required.
- 13) GKS may keep a sharing ratio of 70:30 with its partner in the collection of fees from the students. Such ratio may be decided by the CEO, GKS; in the case of setting up library, publicity & marketing, hardware or software facilities etc. In the case of not keeping any sharing ratio with its partner, the MoU with

the partner will only be signed for providing faculties and coordination. As and when required, the society may run its centre on Public Private Partnership (PPP) mode. The collected fees will be credited to the GKS first and then will be submitted to the partner in the case of sharing ratio decision.

- 14) The fixation and collection of fees amount will strictly be the purview of the GKS. The CEO, GKS will be the final authority.
- 15) No training fees or other fees either in cash/cheque from any candidate shall be collected by any college or training partner or its representative or its authorized center.
- 16) The batch size for any programme or courses or training will be set to 40 to 50 students among which minimum 25 students from the college and 25 outsiders may be enrolled. In the case of non enrollment of the college students, the remaining seats may be enrolled by the outsiders.
- 17) A third party/agency should be appointed by the Gujarat Knowledge Society for the evaluation of the practices of the partners at each centre of the Society.
- 18) The Evaluation Partner will be appointed through the office process. The decision of the Chief Executive Officer, Gujarat Knowledge Society will be the final one in such regard.

- 19) The uniform publicity material shall be designed only by the GKS and training partner will have to use the same layout without any changes.
- 20) The Printing & Publicity partner will be appointed through an open advertisement and the decision of the CEO, GKS for the same will be the final one.
- 21) The content for holding trainings/workshops/courses etc will be put up by the partners to the CEO, GKS and the CEO, GKS will finalize the same. No change after such finalization will be allowed without due approval of the CEO, GKS.
- 22) The assessment and certification will be done by the third party agency appointed by GKS.
- 23) The Partner will have to keep track record of the students starting from their registration to the employment. The Partners will have to provide any data in a hard or a soft copy as and when asked by the GKS Office. The devastate of the data whether a hard copy or the soft copy, without in due knowledge of the GKS will be punishable.
- 24) The partner will be responsible for the employable outcomes.

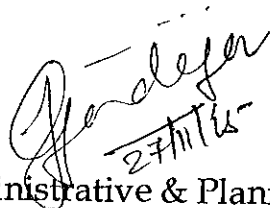
- 25) A College Nodal Officer may be nominated in the each Government / Grant-in-Aid / other Technical Institutes (All GECs, Polytechnics, Tech.High Schools etc.) to coordinate with the GKS Office for all its college level activities/functions. The Nodal Officer may be named as GKS-CNO. The Circular shall be made by the Society informing the Principals of the Government Technical Institutes (All GECs, Polytechnics, Tech.High Schools etc.) to nominate a College Nodal Officer from their respective colleges.
- 26) All the Partners must coordinate with the GKS Office only, rather than the College authorities or the GKS-CNO.
- 27) In the case of holding training programmes for various competitive exams, GKS may facilitate with TA-DA and remuneration as per the norms of SPIPA and the Government norms; to the invitees/guests/faculties who come for delivering a lecture. Such reimbursement will directly made by the GKS to the invitees/guests/faculties.
- 28) The proforma/s of Student registration form, TA-DA & remuneration form, attendance, fees receipt etc will be prescribed by the GKS only. No changes in any case will be permissible to anyone.

- 29) The accounts and administrative correspondence must be submitted to GKS Office, routed through the Principal of the college which must also contain the seal of the institute.
- 30) The investment for any such facilities like library, purchasing IT equipments, stationery, classroom bench, projector, white boards, furniture etc at college level will be merely made by the GKS. The GKS-CNO will have to keep record of any such purchases/investment made by GKS for its centre at college. A project based grant for the minimum amount of Rs.5000/- (five thousand only) to maximum amount of Rs.50,000 (fifty thousand only) will be allotted to the college to run the GKS centre and to meet any routine expenditure. The GKS-CNO will have to maintain all the financial record and submit it to the Principal of the college. GKS will be authorized to conduct a financial and performance audit at its centres.
- 31) A daily and weekly report in a prescribed proforma will be submitted to the GKS office by the GKS-CNO by Email.
- 32) A penalty will be charged from the partner for any damage to the property/ies of the GKS Centre. The amount of penalty as decided by the Principal of the college will be the final one.

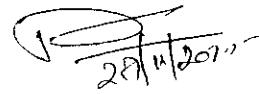
- 33) Violation of any of the Terms & Conditions of the MoU shall be in any case liable for strict actions by the Gujarat Knowledge Society.
- 34) The agreement shall also be terminated in case the training partner:
- Is declared insolvent or turns bankrupt in the eyes of law
 - Is criminally convicted or indulges in any criminal activity
 - In case of death of proprietor if the said firm is proprietary in nature
 - Incase Gujarat Knowledge Society finds the training partner incapable of fulfilling its roles & responsibilities.
- 35) Any agreement will be non transferable in any case.
- 36) The mistreatment or misuse of the GKS logo, title or any of the GKS properties or anything will be punishable and Partner may be penalized for it.
- 37) The training partner and or its authorized representative shall abide by all conditions described above & those which may be added from time to time. In case of any dispute, the decision of the CEO, GKS shall be final and binding on all parties. The CEO, GKS at his discretion may either waive/modify/alter or add any conditions laid above without assigning any reason whatsoever. His decision shall be abided

by the training partner or his authorized representative/center without any reason.

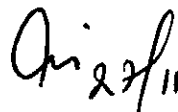
All the terms, conditions and instructions described above in the MoU Policy of the Gujarat Knowledge Society will have to be mentioned in the final MoU with any partner/s on a Notorised Stamp Paper of Rs.500/-(five hundred only). All the instructions and terms & conditions will be applicable in each case as decided by the CEO, GKS. No change or correction or addition in the above terms & conditions will be acceptable without the prior approval of the CEO, GKS.



Administrative & Planning
Officer, GKS



Joint Chief Executive
Officer, GKS



Chief Executive Officer, GKS