

ഭരണഭാഷ - മാതൃഭാഷ



സാങ്കേതിക വിദ്യാഭ്യാസ ഡയറക്ടറേറ്റ്
തിരുവനന്തപുരം

തീയതി: 10.01.2024

നമ്പർ. L4/1150/23/ഡി.ടി.ഇ (I)

സർക്കുലർ

വിഷയം:- വിദ്യാഭ്യാസം - സാങ്കേതികം - ഇൻഡസ്ട്രി ഓൺ ക്യാമ്പസ് (IOC) പദ്ധതിയുടെ പ്രവർത്തനങ്ങൾ - നിർദ്ദേശങ്ങൾ സംബന്ധിച്ച്

സൂചന :- _____

ഇൻഡസ്ട്രി ഓൺ ക്യാമ്പസ് (IOC) പദ്ധതിയുടെ നടത്തിപ്പിന് ആവശ്യമായ വിവിധ ഡോക്യുമെന്റുകളുടെ ടെംപ്ലേറ്റുകൾ (template of Expression of Interest by Institute for establishing IOC in campus, template of MoU with industries and template of certificate to students) ഇതോടൊപ്പം ഉള്ളടക്കം ചെയ്യുന്നു. വകുപ്പിന് കീഴിലെ സർക്കാർ/എയ്ഡഡ് പോളിടെക്നിക് കോളേജുകളിൽ ഇൻഡസ്ട്രി ഓൺ ക്യാമ്പസ് (IOC) പദ്ധതിയുടെ പ്രവർത്തനങ്ങൾ വിപുലീകരിക്കുന്നതിന് ബന്ധപ്പെട്ട സ്ഥാപന മേധാവികൾ പ്രത്യേകം ശ്രദ്ധ പതിപ്പിക്കേണ്ടതാണ്.

ഉള്ളടക്കം : മേൽപ്പറഞ്ഞത്

ഡോ. രാജശ്രീ എം.എസ്
ഡയറക്ടർ (ഇൻ ചാർജ്)

സ്വീകർത്താവ്

1. വകുപ്പിന് കീഴിലെ സർക്കാർ/എയ്ഡഡ് പോളിടെക്നിക് കോളേജ് പ്രിൻസിപ്പാൾമാർക്ക് (ഡി.ടി.ഇ വെബ്സൈറ്റ് മുഖേന)
2. സീനിയർ ജോയിന്റ് ഡയറക്ടർ (പി.എസ്) യുടെ സി.എ
3. ജോയിന്റ് ഡയറക്ടർ (IIIC) - യുടെ സി.എ
4. ഡെപ്യൂട്ടി ഡയറക്ടർ (ജനറൽ)
5. ഡോ. പ്രദീപ്. എം, IOC നോഡൽ ഓഫീസർ & HOD (മെക്കാനിക്കൽ), GPTC പാലക്കാട്
6. കരുതൽ സഞ്ചയം

അംഗീകാരത്തോടെ

സീനിയർ സൂപ്രണ്ട്

Approval Valid

Digitally Approved By
ഡോ. രാജശ്രീ എം.എസ്
Date: 10.01.2024
Reason: Approved

The document is digitally approved. Hence signature is not needed.

Standard Operating Procedure for
Industry On Campus (IOC)



Department of Technical Education

Govt. of Kerala

January 2024

Industry Institute Interaction Cell

1. Preface

Today's industry looks for graduates with specific skill sets. But the higher education system is churning out graduates who fall short of the required skills. As a result, many industries now hire graduates and provide adequate training before employing them. Now industries prefer to get industry ready graduates when they recruit students. To facilitate and foster such a culture, its better if students get an exposure to industry culture while they are on campus.

Realising the need of the industries and the long term benefit it offers to our student and faculty community, our visionary Government through G. O. (Ms) No. 257/2021/HEDN, dtd.03.05.2021, took bold initiatives to set up **Industry on Campus (IOC)** program and issued guidelines for the same. This flagship program of the Government set up as per AICTE norms and implemented in Polytechnic Colleges across the State, fosters collaboration between industries and academic institutions. The initiative is intended to instil the spirit of industry dynamics, drive technology and business innovation among the students. Government also accorded administrative sanction to procure equipment to promote IOC activities. Accordingly, the Additional Skill Acquisition Programme (ASAP) a joint initiative of General and Higher Education established high end industry level laboratories in the Advanced Skill Development Centres at Government Polytechnic colleges.

Introduction of the concept of IOC in technical institutes and hand holding them to initiate various industry relevant activities were done effectively by ASAP. ASAP has now withdrawn its activities related to IoC and Directorate of Technical Education is now entrusted with then responsibility of providing all administrative, technical advices guidance and support. For Directorate of Technical Education to take up this responsibility a set of new guidelines and standard of practices has to be formulated.

This shall be taking a slightly different track, as DTE which is the administrative wing of technical education runs with a different mandate compared to ASAP which is constituted as a section 8 company.

IOC being a pioneering scheme envisaged by the Government, needs to be scaled up to all technical institutes. This scheme stands as a testament to the success of "Earn while you Learn" and "Learning through Experience" concept. It improves the employability quotient of the students and facilitates their placement. If done with a vision and proper guidelines and support, it is sure to change the technical education scenario and will also pave way for boosting the State's economy. For the effective implementation of IOC activities Department of Technical Education needs support of like Dept of Industries and Commerce, Govt. of Kerala, Kerala State Up Mission, Chamber of Commerce and Industries, Federation of Indian Chambers of Commerce and Industry etc.

With these considerations in mind, the Directorate of Technical Education has formulated a new set of guidelines and standards of practices, which are detailed in the sections below.

2. Objectives

The primary objective is to encourage the practical application of theoretical aspects and instill entrepreneurship and product innovation among students. This is achieved by exposing them to the real industry atmosphere within the institution, fostering the spirit of 'Earn while you Learn' and 'Learning through Experience'.

3. IoC- development and its present status

ASAP was entrusted with this task of skilling and they established high end industry level laboratories in the Advanced Skill Development Centres at Government Polytechnic colleges. The objective was to develop IOC in three phases:

- Mini-production centres
- Micro-production units
- Independent production centres

IOC intends to adopt a step-by-step manufacturing process in collaboration with academic experts and relevant industries. The existing lab facilities were upgraded to the level of production unit by supplementing equipment through ASAP. Such IoC

production centers had the twin objectives of extending internship / hands on experience to the students in their academic endeavours and to evolve as a mini/ micro/ independent production centre on industry requirements.

Thus polytechnic laboratories and workshops were modernised with industrial standard machine tools like CNC lathe, CNC vertical milling machine, TIG welding station, and designing and developing toolkits like robotic kit, electronic workbench, 3D printers, etc. Equipment worth Rs 6.5 crore have been established in 41 polytechnic colleges funded through ASAP.

So far 37IOC units were successfully identified in 14 polytechnic colleges, and eight of them are functional. Through these units, work orders worth Rs 47,92,578/- were obtained from various industries and organisations.

When ASAP found it difficult to give financial support for initiating IOC activities the responsibility for managing IOC fell on Directorate of Technical Education (DTE).

4. IoC -Orientation

IoC is oriented in a phased manner based on the infrastructure and industrial lab facilities provided at the institution at 3 levels- Micro Production Units (MPU), Mini Production Centers (MPC), and Independent Production Houses (IPH) either with or without the engagement of industrial partners. As and when industrial partners are engaged, a tripartite agreement shall be executed with the Principal of the institution, representative of the industry and the representative of DTE.

5. Role of Directorate of Technical Education

Directorate of Technical Education will provide all administrative, technical advices guidance and support for the smooth conduct of IOC activities. Some of the major activities in connection with IOC are

- DTE shall take necessary steps to convene Department level IOC committee twice in a year. Reviewing IOC activities in institutes under DTE, steps to enhance the IOC activities etc shall be taken up in these meetings. Decisions regarding giving approval to start IOC in institutes based on Expression of

Interest (EOI) submitted by the institute, scrutinizing detailed proposals submitted under IOC from various institutes, accepting the final completion report of IOC projects, closure report etc shall be done in these meetings.

- To execute MoU (template given in **Annexure I**) with industry and concerned institute
- To initiate steps to market the IOC products/ provide a platform to showcase it by including it in GEM portal
- To help institutes to register as a start up through timely support and guidance
- DTE's office to keep an update about expiry of AMC of equipments procured through ASAP for IOC activities, need for training for faculty etc with the help of the State IOC coordinator.
- Provide all kinds of administrative support for expanding IOC activities by instituting industry sponsored laboratories, combined infrastructure development etc.

6. Role of State coordinator

- To act as a point of contact between DTE and institute for ease of administration.
- To give timely information about extension of AMC of equipments purchased from IOC, need for training and consolidate them and submit to DTE
- To visit institutes where IOC activities are going on periodically and submit report to DTE based on the visit with proper photos, summary of projects, features of work undertaken and to ensure that these are updated in DIS platform by Institute coordinator.
- To motivate institutes which are yet to start IOC activities and initiate IOC activities by providing necessary support.
- To help institute coordinator to get connected to various industries and to coordinate the activities of institutes within each district

- To identify products from polytechnics which can be placed in common e-market platforms such as GEM portal and to give technical support to the institutes for marketing products.
- To help potential IOC projects to register as startups.
- To act as a point of contact for industries and help them identify institutes for specific kind of projects based on the core competency of the institute.
- To submit annual report to DTE based on IOC activities of institutes.
- To devise strategies for marketing the product of IOC activities in consultation with DTE, institute and industry.

For efficient management of 46 Govt Polytechnics and 6 aided Polytechnics spread over the entire State, two State coordinators are required who have to work in tandem.

7. MANAGEMENT OF IoC

IOC activities will be managed by two committees, one at Department level and another at each institute

- **Department level IOC committee** shall include- DTE (chairman), JD (IIIC), SJD (PS), State IoC coordinator, Nominee of Director Department of Industries and Commerce, CEO Kerala Start up Mission and Head (Training), ASAP
- **Institute level IOC committee** shall include- Principal, Institute IoC coordinator, representative from District Industries Centre (DIC), representative from Kerala Start Up Mission (KSUM), representative from ASAP.

The State IOC coordinator to ensure that the representative(s) from DIC shall be same for all institutes in the same district.

8. IoC Management Routine

- The Principal of the institution wherein the IoC function, shall identify a faculty member as the **Institute IOC coordinator**.

- Institute IOC committee to be constituted as per Sl. No.7. The committee shall take steps to motivate faculty members to interact with industry and bring projects under IOC. The committee to review IOC activities once in three months.
- Expression of Interest (as per the template provided in **Annexure II**) for establishing Industry On Campus in an institute shall be forwarded to DTE with recommendation of the Principal based on the minutes of Institute IOC committee.
- DTE to give approval to start IOC in an institute based on EOI submitted by the institute.
- Once a proposal under IOC is obtained from an industry, the Institute IOC committee has to review the proposal and approve it.
- While reviewing each proposal, the Institute IOC committee shall also invite the faculty coordinator (who is responsible for bringing the project to the campus) and representative (s) from the concerned industry.
- IoC projects for which initial expense is required from PD fund, **irrespective of amount of funding required, needs approval from DTE.**
- For approval from DTE, detailed project proposals duly approved by the Institute IOC committee along with tripartite MoU in stamp paper (as per the template provided by DTE) shall be sent to DTE.
- After acceptance of proposal by DTE, tripartite MoU has to be executed in stamp paper. Once official permission is obtained from DTE, the required amount can be taken as advance from PD fund.
- To avoid the delay in initiating the IOC work, the initial expense (or a certain portion of initial expense) can be met from PTA / CCE. In certain cases, Industry might be willing to provide initial expenses. In both situations, the detailed proposal (as explained under Sl. No. 10 e) shall be sent to DTE along with tripartite MoU in stamp paper. The work can be initiated after The Director of Technical Education approves the proposal and signs the MoU.
- After completion of IOC project, a detailed project report highlighting the skills imparted to students, no. of students involved (branch wise), name of faculty members associated, revenue obtained, photographs of various stages

of the project and proof of settlement of advance taken (PD/PTA/CCE) shall be submitted to DTE.

- The above details shall also be uploaded in DIS platform (admissions.dtekerala.gov.in/dis) through institution's login credentials.
- Students from all branches shall be involved in IOC activities.
- TA and DA for the IoC state coordinator, nodal officer and Institution coordinator shall be availed based on the monthly sealing as per government norms.
- Support from external experts or experienced persons can be sought as and when required with approval of Institute IOC Committee.
- All tax related issues to be separately maintained in IOC office.
- GST No. of the institute can be used for IOC procurements and sales
- Separate Bill Book with dedicated Sl. No. and cash book to be maintained for IOC activities.
- The amount allocated for IOC projects shall be spent only for that purpose and it should be certified in the bills.
- Changes that come in Government directions over time will be applicable to this project also.

9. Role of institute coordinator

- All proposals under IOC to be routed through Institute Coordinator and he has to ensure a close follow up with DTE's office.
- Institute IOC coordinator to maintain a separate register showing the details of amount transferred and amount spent.
- It is the responsibility of the institute coordinator to ensure that the amount taken as advance shall be paid back within the stipulated time period as per rules.
- The institution coordinator/project coordinator has to submit project Completion certificate, Utilisation Certificate to DTE within two months after the completion of the IOC project.

- Institute coordinator has to ensure that the amount taken as advance from PD account, PTA or CCE fund for the concerned IOC project is paid back when the project amount is credited by the industry. This has to be properly and timely communicated to DTE in writing.
- Steps shall be initiated at those institutes where IOC activities take place to get registered as startups and get Tax exemption available for startups upto 20 lakhs.
- Institute Coordinator to ensure **that returns are filed** for IOC procurement and products separately.
- Institute coordinator has to initiate periodic review meeting of Institute IOC committee and ensure that detailed proposal is submitted to DTE as and when an IOC project is initiated.
- To ensure that consent of participating students are obtained stating that they will observe and obey all the regulations prescribed in the project and will complete the session as stipulated in MoU.
- To ensure that after completion of training session, students are given proper certificate (template as per **Annexure III**) jointly signed by the Director of Technical Education and representative of the industry stating the skills they have acquired.

10. Revolving Fund

- a. From the amount collected from students per semester as PD portion, a certain portion of the balance amount accumulated over the previous years can be used as revolving fund for IOC as it can be considered under welfare activities of students. (As per **G.O.(Ms.) No. 516/2012/H.Edn.** dtd.19.10.2012, Letter from Dept. of Higher Education **HEDN-L1/155/2023-HEDN**, dtd 28.12.2023)
- b. Advance (based on the discretionary power of the Principal) from PTA fund (if allowed for this purpose) or CCE can also be availed for meeting initial expenditure for commencing the IOC project.

- c. Irrespective of what is the source of funding, all proposals under IOC shall be approved by Institute IOC committee and forwarded to DTE and MoU (stamped paper) has to be executed.
- d. If initial expenses to be met from PD fund, then along with the detailed proposal for an IOC project, an approval shall also be sought from DTE to transfer the required amount from PD account to an appropriate account (preferably CCE account) maintained by the Principal.
- e. The detailed project proposal submitted before DTE which needs approval for meeting initial expenses from PD fund, the following items to be clearly mentioned
 - details of the account to which fund is requested to be transferred (CCE account preferred)
 - the total amount of the project,
 - anticipated expenditure headwise
 - amount of revolving fund requested
 - repayment period within which the advance taken as revolving fund from PD account will be paid back
 - Work estimate for the proposed project

Only those proposals in which all these details are clearly mentioned, will be eligible for getting revolving fund from PD account.

- f. Once the committee constituted in DTE which is entrusted with the scrutiny of the IOC project proposals, approves the proposals and is officially communicated, then the concerned institute can transfer the required amount from PD account of the institute as advance for initiating IOC project. This will serve as revolving fund for that IOC project.

11. Training, Internship and Testing Centres at IoC

Since IoCs are functional as separate entities and are capable of extending training and internship, the facility could also be used for the purpose as per the guidelines in this regard and as mandated in National Skill Qualification Framework (NSQF). If it

is extended as a platform to the level of the training centre, the onus of the program and certification rests with the DTE.

As a separate entity, the testing facilities and services are being provided to the public and other beneficiaries at a reasonable charge as per existing CCE norms.

12. Revenue sharing Model on IoC

The revenue sharing model of IOC is envisaged as follows

Of the total revenue generated from an IOC project, 40 % will be set aside for students involved in the project, 20 % for the faculty member who is responsible for getting the project to the institute (project co-ordinator), 5% to Institute IOC coordinator 10% to meet the expenses incurred by the institute in connection with the IOC project and 25 % to be set aside as Institution Development Fund (IDF).

IDF will serve as a source of revolving fund for meeting initiate expenses for subsequent IOC projects (provided the requirement is within its limit, else CCE/PTA/PD fund can be used). It is mandatory that for subsequent IOC projects, the amount in IDF from IOC projects shall be kept in the detailed proposal while forwarding it to DTE.

13. Administrative decisions needed for strengthening/encouraging IOC activities

- Two State coordinators are required to properly and efficiently coordinate IOC activities in various polytechnics spread across the State.
- The State coordinators may be given appropriate relaxation in teaching/ invigilation and other activities to enable them to strengthen IOC activities
- The project coordinator/ faculty members associated with IOC shall be given protection against transfer during the duration of the IOC project.

Students who have not successfully completed their courses due to various reasons may be given equal opportunity to get involved in IOC projects. They may be referred to as **Entrepreneur Trainees** and recruited in IOC projects.

- Industry run by alumni shall be given priority in getting IOC projects with the institute.
- Involvement in IOC related activities shall be duly considered in 360° feedback.
- A State award be constituted to the Institute that has successfully conducted an IOC/ series of IOC projects considering various KPIs of the project (s).
- **Academic- Industry Best Practice award** shall be instituted to Women faculty who has carried out an innovate IOC project.
- A share of the revenue from IOC projects (a certain percentage of Institutional Development Fund as decided by the Institution IOC Committee) shall be set aside for improving the quality of life of the local public. Any good practice that has come out of an IOC project can be thought of.

14. Closure Plan for Industry on Campus (IOC) Units

As we navigate the dynamic landscape of educational partnerships and industry collaborations, it becomes imperative to address (IOC) units with diligence and foresight. The decision to close an IOC unit is a strategic one, often influenced by evolving institutional priorities, changing industry dynamics, or the natural conclusion of a collaborative initiative like, the closure of Industry on Campus.

1. A successfully functioning IOC unit decides to operate in an external industrial environment after the participant students pass out from colleges and start a start-up enterprise under guidance of DTE.
2. Decide to discontinue production of a particular product by mutual consent of the IOC or the company or both.
3. Stop an IOC unit from functioning due to other technical reasons

These are the main reasons for closure that may be faced.

This Closure Plan serves as a comprehensive guide to systematically and responsibly conclude the operations of an IOC unit, which has been operating under a tripartite agreement involving the Directorate of Technical Education (DTE),

College/Institution, industry partner. The purpose of this plan is to ensure a smooth and well-coordinated transition, mitigating any potential disruptions to stakeholders, and upholding the principles of transparency, accountability, and collaboration.

Step-by-step procedure for the closure of Industry on Campus (IOC) units operating under a tripartite agreement involving the Directorate of Technical Education (DTE), College, and Industry.

Initiate Closure Request:The college or DTE initiates the closure process of the IOC unit.

Review Tripartite Agreement: Examine the terms and conditions outlined in the tripartite agreement. Identify clauses related to closure procedures.

Notify Stakeholders:Notify all stakeholders, including DTE, college administration, and the industry partner, about the intention to close the IOC unit clearly stating the reasons.

Conduct Stakeholder Meeting:Organize a meeting with representatives from DTE, the college, and the industry to discuss the closure process.

Compliance Check:Ensure that all parties involved comply with the terms of the tripartite agreement regarding closure.

Develop Closure Plan:Develop a comprehensive plan outlining the steps and timelines for the closure process. Include details on the transfer of assets, completion of ongoing projects, and any outstanding commitments.

Communication Plan:Establish a communication plan to inform students, faculty, and staff about the closure. Provide clear information on the reasons for closure and the impact on stakeholders.

Asset Transfer: Coordinate with the industry partner for the transfer of any assets owned or provided by the industry for the IOC activities.

Project Completion:Ensure the completion of ongoing projects or activities associated with the IOC unit.Document project outcomes and share relevant information with stakeholders.

Financial Settlement:Settle any outstanding financial matters, including payments, reimbursements, and liabilities, as per the tripartite agreement.

Closure Report:Prepare a comprehensive closure report that includes the reasons for closure, activities undertaken, and outcomes achieved.Submit the report to DTE and other relevant authorities.

Feedback Collection:Gather feedback from students, faculty, and industry partners regarding their experience with the IOC unit.Use feedback to identify areas for improvement in future collaborations.

Official Announcement:Issue an official announcement regarding the closure of the IOC unit.

Clearly communicate the closure details and express gratitude to the industry partner for their collaboration.

Archive Documentation:Archive all relevant documentation, including the tripartite agreement, closure plan, and reports, for future reference.

Post-Closure Evaluation:Conduct a post-closure evaluation to assess the overall success of the IOC unit and identify lessons learned.

Inform DTE:Notify the Directorate of Technical Education about the successful closure of the IOC unit. Provide any required documentation for their records.

Closure Completion:Confirm that all closure activities have been successfully completed.

Officially close the IOC unit.

Conclusion

Governments bold decision to foster practical skills and industry-oriented learning to students of Technical Education is the driving force behind Industry On Campus (IOC) programme. It provides an unique opportunity to students to engage with real-world challenges, have hands-on experiences, and the desire to contribute meaningfully to the evolving landscape of Industrial revolution 4.0. The Department of Technical Education is eager to embark on this transformative journey, leveraging the invaluable insights gained from the IOC to make a significant impact in technical institutes and change society's conventional perceptions towards technical institutes. We are confident that this program will not only enhance our student's professional competencies but also cultivate a mind-set geared towards innovation, adaptability, and continuous growth. Time is not so far ahead when our country will be anxiously looking towards the campuses of our technical institutes for high quality, technologically advanced and cheaper products coming out through the hands of our budding engineers.

AGREEMENT

This Agreement is entered into on this ___ th day of 20.... by and between:

The Department of Technical Education under Higher Education Department, Government of Kerala represented by The Director, Directorate of Technical Education, having its office at Padmavilasam Road, Fort, Pazhavangadi, Thiruvananthapuram, Kerala 695023 (hereinafter called as “DTE Kerala”) which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns of the FIRST PARTY.

Name, registration no: of College..... represented by
.....,designation..... having its registered
office at which
expression shall unless repugnant to the context or meaning thereof mean and include its
successors and assigns of the SECOND PARTY.

AND

Name and registration no: of Industry..... represented by
....., having its registered office at
..... which expression shall
unless repugnant to the context or meaning thereof mean and include its successors and
assigns of the THIRD PARTY;

DTE Kerala, and..... are hereinafter referred to singly as **“Party”**
and jointly as **“Parties”**.

The Parties have mutually agreed to enter into this agreement to record the terms and
understanding between the Parties and the manner in which the Parties wish to combine their
efforts and collaborate with each other.

NOW, THEREFORE, the Parties hereby record the terms of their understanding as follows:

1. SCOPE OF AGREEMENT

- a) The Parties intend to investigate the prospect of working together and/or to actually work together, on a project which will be referred to Industry on Campus (hereinafter referred as 'IoC') at <Polytechnic college concerned>.
- b) The Project has the following purpose ("the Purpose"): <To be filled based on the project/work undertaken> to be completed with -----.
- c) Detailed Scope of the Project: <To be filled based on the project/work undertaken>
Project delivery Schedule: <To be filled based on the project/work undertaken>

OBLIGATIONS OF DTE KERALA (First Party)

The Directorate of Technical Education is responsible for providing all administrative, technical advice, guidance and support for the effective implementation of IOC activities.

2. OBLIGATIONS OF <Name of the Polytechnic> (Second Party)

In addition to and not in derogation or substitution to any of the obligations, undertakings, terms and conditions or covenants set out elsewhere in this agreement, the Second Party shall at its own cost and expense observe, undertake and comply the following obligations:

- a) Shall ensure the availability of the required facilities, infrastructure for the effective implementation of the project.
- b) Shall convene the Institute Committee for approval of the Project.
- c) Shall assign a Coordinator who shall be responsible for organizing, coordinating, executing and monitoring all the activities for the effective implementation of the project.
- d) Shall send Expression of Interest to DTE (in the template provided by DTE) when an institution decides to have an Industry On Campus.
- e) Shall assign experienced faculty if required in addition to faculty who played key role in getting the particular IOC project as well as suitable students for various roles of the project.
- f) Shall supervise and monitor all the activities related to the project.
- g) Shall conduct all purchases as per Store Purchase manual.
- h) Shall take into stock register all raw materials supplied by Industry/ bought by institute for IOC activities.
- i) Institute IOC coordinator shall systematically maintain a detailed register of all expenditures inconnection with IOC projects and the concerned officials shall certify it.

- j) Institute IOC coordinator shall maintain Asset Maintenance Register.
- k) Shall assign a clerical staff of the institute the responsibility of maintaining all documents related to the financial transactions in connection with IOC activities.
- l) Shall allow IOC to function under Continuing Education centre of the institute and as and when it becomes self-sustained, it shall be allowed to function independently.
- m) Shall be responsible for developing a mechanism within the campus for ensuring the quality of the products developed under IOC projects
- n) Shall ensure that only products of high quality are manufactured under this scheme.
- o) Shall set aside 40 % of the total revenue from each IOC project for students involved in the project, 20 % to the faculty member who was responsible for getting the project to the institute (project coordinator), 5% to Institute IOC coordinator and 10 % to meet the expenses incurred by the institute in connection with the IOC project, 25 % as Institution Development Fund (IDF).
- p) Shall use IDF as corpus fund of the institute once IOC becomes self-sustained.
- q) Shall present before the FIRST party the details of the amount available in IDF when permission is sought from FIRST party for 2nd IOC project of the institute onwards.
- r) Institute IOC coordinator shall send the "Detailed Statements of receipts and utilization of funds" to the FIRST Party after the full/part completion of each IOC project.
- s) Institute IOC coordinator shall systematically maintain all registers and related documents and it shall be made available before the inspection team from FIRST party.
- t) Shall ensure the quality of the products/training in relation to the project.
- u) Shall ensure that consent of participating students are obtained stating that they will observe and obey all the regulations prescribed in the project and will complete the session as stipulated in the MoU.
- v) Shall ensure full participation and other supports for the successful implementation of the project.

- w) Shall be responsible for respecting the confidentiality and intellectual property rights of the techniques, drawings, other related documents, special tools, SOP etc. transferred by the Third party as part of the IOC activities.
- x) Shall ensure that after completion of training session, students are given certificate jointly signed by Head of Institution and representative of the industry stating the skills they have acquired.
- y) Shall facilitate smooth progress of IOC activities within the institution by incorporating guidelines and additions made by Government of Kerala, Directorate of Technical Education, etc. regarding IOC activities from time to time.
- z) In the event of closing of IOC project, a closure report to systematically and responsibly conclude the operations of an IOC unit shall be submitted to DTE as per the closure plan outlined in the Standard Operating procedure for IOC.

3. OBLIGATIONS OF **INDUSTRY** (Third Party)

- a) Shall issue work order to the Second Party with detailed description of production work and supply raw materials for the production.
- b) Shall share the specifications/ drawing, if any, related to the Project
- c) Adequate orientation shall be given to the Coordinator and faculty members associated with the project of the Second Party and the selected students before the commencement of the Project.
- d) Shall visit and check the progress of the production in regular intervals
- e) Shall ensure the coordination with the First Party and the Second Party till the Project completion
- f) Shall process and release the payment within 30 days upon receipt of the invoice raised by the Second Party as per the payment milestones referred below in clause 5 of this agreement.
- g) As part of our IOC activities, the employees assigned by the company on the campus shall be responsible for ensuring the appropriate code of conduct within the academic institution's environment.

4. PAYMENT TERMS

4.1 Payment to Second Party by Third Party

i. The total project cost will be discussed and mutually agreed before execution

ii. The payment to Second Party by the Third Party will be released in the following instalments

Sl. No	Milestone	Instalment
1	Advance / Part payment for procurement of special tools/fixtures - (to be clearly defined and mutually agreed before MOU)	Actual amount or 25% of the total contract value (IDF) whichever is less
2	100% completion of the Project	Remaining 100% of the total contract value

4.2 Revenue sharing by Second Party in the Project

Production: The Second Party will release the payments to the concerned parties and Institution Development Fund (IDF) as per the following manner:

Milestone	Payment to Students	Payment to faculty member	Payment to Institute IOC coordinator	Payment to institute expense	Institution Development Fund (IDF)
On the receipt of 25% of the total contract value or actual amount for additional requirements whichever is less from the Third Party					100% of the 1 st Instalment received from the Third Party
On the receipt of remaining 75% of	40% of the	20% of the	5% of the contract	10% of the	25% of the total contract amount

the total contract value from the Third Party	contract value	contract value	value	contract value	minus the initial amount received
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(Training/Testing services): The Second Party will release the payments to the concerned parties as per the following manner:

Milestone	Payment to Students	Payment to faculty member	Payment to Institute IOC coordinator	Payment to institute expense	Institution Development Fund (IDF)
On the receipt of 25% of the total contract value or actual amount for additional requirements whichever is less from the Third Party					100% of the 1 st Instalment received from the Third Party
On the receipt of the remaining 75% of the total contract value from the Third Party	40% of the total contract value	20% of the total contract value	5% of the total contract value	10% of the total contract value	25% of the total contract amount minus the initial amount received

****All payments shall be subject to applicable tax and such other deductions.**

5. VALIDITY & RENEWAL

- a. This Agreement shall be effective from the date of signing the agreement and is valid for a period of **ONE** year from the date of signing.
- b. This Agreement will be reviewed one month before the end of the Term or at a time mutually agreed by the Parties for possible renewal. Any of the Parties may terminate

this agreement at any time by giving the other Parties notice of at least 30 calendar days in writing. In the event that this Agreement is terminated, a Party is in possession of any equipment, materials, documents, intellectual property, data or other information ("Items") that are the property of any of the other Parties, then the Party must promptly return all Items to the other Party, or destroy any Items if directed to do so by the other Party.

In the event of Termination, Parties shall be entitled to receive the pro rata Revenue share, if any applicable until the last date of termination.

- c. This MoU is subject to government directives and policy changes from time to time.

6. CLOSURE AGREEMENT

In the event an IOC project decides to close due to any reasons and has to be approved by the IOC committee of the Second Party and forward to the First Party.

7. OTHER COVENANTS

7.1 a. **Representations:** Parties represent and warrant to have full right and legal capacity to execute and fully perform this Agreement and that there are no claims, actions or litigation, either pending or threatened, which will or may in any way limit, restrict, impair or interfere with this Agreement.

b. Neither Party shall represent the other Party in any manner. This agreement does not give any authority to any of the Parties to represent or exercise opinion or decision, on behalf of the other Parties unless a written consent is received.

7.2 **Successors and Assigns:** The provisions of this agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns and its connected persons, affiliates, provided that no rights or obligation herein shall be assigned by the parties without the prior written consent of the other Parties.

7.3 **Indemnify:** The Parties hereby undertakes to indemnify and keep each other Party unconditionally, and its connected persons, affiliates, and their respective employees and agents indemnified against all losses which they may suffer or incur arising from:

- a) Any breach of its respective representations, warranties, covenants, undertakings, or obligations under this agreement; or
- b) Non-fulfilment of or failure to perform any covenant, obligation, agreement or undertaking contained in this agreement

Third Party further agrees to indemnify other parties from any claims, liability, arising from delivery of the Project.

7.4 Non- Disparagement: The Parties shall not, at any time during the term of this agreement and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the other Parties, its connected persons, affiliates, its partners or the staff of any other Party or any of its connected persons, subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses or reputations. This provision as aforesaid and the non-disparagement obligation as mentioned in this agreement shall survive the termination of this agreement.

7.5 Exclusivity: Nothing contained herein shall restrict the right of the Parties to enter into negotiations, business arrangements, partnerships, agreements, and the like with third parties of its choice so long as such business arrangements, partnerships, agreements, and the like do not affect the performance of the obligations of the respective parties under any definitive agreement/s the parties shall enter into and as may have been envisaged under this agreement. Nothing contained in this agreement shall restrict either Parties from offering same or similar programmes elsewhere, adhering to the norms if applicable.

7.6 Relationship: It is agreed between the Parties that nothing in this agreement shall be deemed to create a partnership, joint venture, or agency relationship between the Parties. No relationship of employer and employee is created between the Parties and / or any person engaged by the Parties.

7.7 Publicity: All materials intended to publicize the initiatives and activities resulting from the Parties discussions will be approved by all Parties prior to release. Upon the other Party's prior written consent (which may be via email), respective Party may use the other Party's trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, and website listings for the purpose of publicizing the initiatives and activities resulting from this Agreement. No Party may acquire any right, title or interest in any other Party's trademarks under this

Agreement and no Party shall use the trademarks of the other Party without prior written consent.

7.8 **Amendment and Waiver:** No Amendment for change hereof or addition hereto shall be effective or binding on the Parties hereto unless set in writing and executed by the respective duly authorized representatives of the Parties hereto. Further, any waiver of any of the terms hereof shall be valid if made by mutual consent of the Parties.

7.9 **Confidentiality:** The Parties hereby acknowledge and agree that in connection with this Agreement, they shall have access to information that is confidential and/or commercially valuable to the other Party ("Confidential Information").

The Parties hereby acknowledge and agree that they may be both the receiving party in relation to some Confidential Information ("Receiving Party"), and the disclosing party in relation to some other Confidential Information ("Disclosing Party"), and that the terms of this Agreement may apply to a Party as both a Receiving Party and as a Disclosing Party, as the context so provides.

For the purpose of this Agreement, Confidential Information may include but is not limited to:

- a) information of whatever nature relating to the Project or to another Party (whether relating to the Project or otherwise);
- b) any information derived from any other information which falls within this definition of Confidential Information; and
- c) any copy of any Confidential Information.

But does not include information which:

- a) was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Disclosing Party, provided that it was known or in the possession of the Receiving Party through legal means, and not as a result of any breach of this Agreement or any other agreement or obligation relating to confidentiality (whether or not the Receiving Party was a party to such other agreement or obligation);
- b) is, or becomes, publicly available, through no fault of the Receiving Party;

c) is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;

d) is provided to the Receiving Party by the Disclosing Party and is marked "Non Confidential"; or

e) is required by law or regulation to be disclosed, but in the event that this exception applies, it applies only to the absolute minimum necessary and provided that the Disclosing Party is first consulted to establish whether and if so how far it is possible to prevent or restrict such enforced disclosure.

In relation to any Confidential Information:

a) the Receiving Party shall keep the Confidential Information confidential and secret.

b) the Receiving Party shall only use the Confidential Information for the purpose of working in good faith on the Project in accordance with this Agreement.

c) the Receiving Party shall not release the Confidential Information to any other party, unless that other party is an advisor who is under a duty of confidentiality, is assisting with the Project, and needs to have the Confidential Information in order to assist with the Project.

If there is any doubt as to whether any particular information constitutes Confidential Information, the Receiving Party should presume it is Confidential Information, until the Receiving Party obtains explicit confirmation from the Disclosing Party that it is not Confidential Information.

Each Party's respective obligations of confidentiality under this clause will survive the termination or expiration of this Agreement and will continue after Parties ceases to participate in the Project.

7.10 Implementation: The responsibility for the implementation of activities pursuant to the framework established by this Agreement lie with the Parties, each of which has

designated a representative. By written notice or e-mail to the other Parties, each Party may designate different or additional persons as its representatives.

7.11 Ownership of Materials/Intellectual Property: Each Party acknowledges and agrees that the other Parties owns the intellectual property rights that they owned or controlled prior to or created separately during but unrelated to this Agreement, including any modifications thereto. Any work by the Parties resulting in the creation of new intellectual property will be governed by the applicable Definitive Agreement(s) that addresses intellectual property ownership. No right or license is granted to Parties or its affiliates under this Agreement to any Confidential Information, know-how, or other intellectual property right owned or controlled by the other Party or such other Party's affiliates.

Except for rights expressly granted under this agreement,

1. nothing in this agreement will function to transfer any of the party's Intellectual Property rights to the other party, and
2. each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement

Pre-existing Intellectual Property: Except for rights expressly granted under this agreement, each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.

Independently Developed Intellectual Property: Any Intellectual Property developed solely by a party under this agreement without the participation of the other party is and will remain the sole and exclusive property of the developing party.

Jointly Developed Intellectual Property: In the event that the parties jointly develop Intellectual Property, the parties will engage in good faith negotiations to establish their respective rights. In the event the parties cannot reach an agreement with regard to such jointly developed property, each party will have equal ownership and rights in such intellectual property, without further obligation and without a duty to account to the other party.

7.12 **No other Rights Granted:** Nothing in this Agreement is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favour of the other, nor shall this Agreement be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this Agreement.

7.13 **Force Majeure:** If the performance of any obligations by any Party as specified in this agreement is prevented, restricted, delayed or interfered by reason of force majeure then notwithstanding anything contained hereinabove, the Party affected shall be excused from its performance to the extent of such performance related to such prevention, restriction, delay or interference and provided the Party so affected uses its best efforts to remove such cause of non-performance and when removed the Party shall continue performance with utmost urgency. For the purpose of this article "Force Majeure" means and includes fire, explosion, cyclone, floods, war, revolution, blockage, pandemic or embargo, any law, order, demands or requirements of any Government or statutory authority, strikes, which are not instigated for the purpose of avoiding obligations herein or any other circumstances beyond the control of the Party affected.

7.14 **Disputes:** Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this agreement shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third Party. All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by the Party under this Agreement or of any matter whatsoever arising under this Agreement which have not been mutually settled, shall be referred to Arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint an Arbitrator. The place of Arbitration shall be Thiruvananthapuram. The language for Arbitration shall be English. The provisions of this clause shall survive the termination of this Agreement.

7.15 **Governing Law and Jurisdiction:** This agreement and any matter relating to this agreement shall be governed by and construed in accordance with the laws of India, and shall be subject to exclusive jurisdiction of the courts at Thiruvananthapuram.

7.16 **Notices and notifications:** Any notice or notification required to be given under the provisions of this agreement must be given in writing.

7.17 **Matters not provided in:** If any doubt arises as to the interpretation of the provisions of this agreement or as to matters not provided therein, the Parties shall consult with each other for each instance and resolve such doubts in good faith.

7.18 If for any reason whatsoever any provision of this Agreement becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision.

7.19 No failure or delay on the part of any of the Parties to this Agreement relating to the exercise of any right, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party to this Agreement nor shall any single or partial exercise of any right power, privilege or remedy preclude any other or further exercise of any right power privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a Party at law or in equity.

7.20 **Counterparts:** This agreement may be executed in counterparts, each of which shall be deemed to be the original and all counterparts shall collectively constitute a single instrument.

7.21 The Stamp Duty payable on this Agreement shall be borne by the Third Party.

For **DTE Kerala**

Name and Designation of
Authorized Signatory:

Sign:

Date:

Witness:

Name and Signature:

For <Polytechnic College>

Name and Designation of
Authorized Signatory:

Witness:

Name and Signature:

For <Industry>

Name and Designation of
Authorized Signatory:

Witness:

Name and Signature

Expression of Interest for Industry On Campus Unit at

[College Name & Address] in association with [Name of Industry if any]

- 1.College Profile:
2. Year of Establishment:
- 3.Offers Diploma programs in [List of Programs]
4. Number of students enrolled
5. Recognized for [Achievements and Certifications]

Brief write up which shall include the following

[Paragraph 1: Introduction]

Introduce your institution briefly, mentioning infrastructure facilities available for the proposed unit, Skill allocation, proximity of industries and availability of necessary raw materials, alumni strength (highlight prominent alumni) and any relevant professional experience.

[Paragraph 2: Reasons for Interest]

Explain why you are interested in participating in the Industry On Campus program. Highlight the specific aspects of the program that appeal to you, and how your participation aligns with your goals and the goals of the program.

[Paragraph 3: Relevant Skills and Experience]

Detail relevant skills and experience of faculty members that make your institution a strong candidate for the Industry On Campus units. Emphasize any industry-specific knowledge, technical skills, or leadership abilities that would contribute to the success of the program.

[Paragraph 4: Contribution to Campus Community and Society]

Discuss how your participation in the Industry On Campus units will benefit the campus community. This could include sharing industry insights, mentoring students, or collaborating with faculty on relevant projects. Societal Implication of the projects if any shall be highlighted.

[Paragraph 5: Future Collaboration]

Express your interest in collaborating with the Department of Technical Education in the future, whether through workshops, guest lectures, or other initiatives that can enhance the partnership between industry and academia.

[Paragraph 6: Conclusion]

Sincerely,

[Your Full Name]

[Your Signature]

[Name of Principal]

[Signature of Principal]

(College seal)



GOVERNMENT OF KERALA

DIRECTORATE OF TECHNICAL EDUCATION

CERTIFICATE

This is to certify thathas succesfully completed the Industry On Campus (IOC) programm at..... CollegeDuring this process He/She has covered following skills comes under following National Occupational Standards(NOS).....

Awarded thisday of 20.....

Principal



Director of Technical Education