

ANNEXURE

For Minutes

25th meeting
of
Board of Management
DTU

Held on
31.08.2017

(To be published in Part-IV of the Delhi Gazette Extra-ordinary)

Delhi Technological University

Established under Govt. of Delhi Act 6 of 2009

(Formerly Delhi College of Engineering)

Shahbad Daulatpur, Bawana Road, Delhi – 42

No.DTU/ORG/Notification/04(1)/2009

Dated :

NOTIFICATION

F. No. DTU/ORG/Notification/04(1)/2009/ - In pursuance of the provisions of Sub Section (2) of Section 31 read with Section 30(c) of the Delhi Technological University Act, 2009 (Delhi Act 6 of 2009), the Board of Management of the Delhi Technological University, with the prior approval of the Chancellor, hereby makes the following Statute relating to the terms and conditions on which the teaching and non-teaching employees of the erstwhile Delhi College of Engineering (DCE) can opt for their joining in the Delhi Technological University (DTU) with effect from the date of its publication in the official Gazette of Government of NCT of Delhi.

1. Short Title and Commencement

- (i) This statute shall be called the "Delhi Technological University Statute (Fifth), 2016", governing the terms and conditions for the teaching and non teaching employees of the erstwhile Delhi College of Engineering.
- (ii) This shall come into force on the date of its publication in the official Gazette of Government of NCT of Delhi.

2. Definitions

Words and expression used in this statute shall have the meaning assigned to them in the DTU Act and the Statute (First) of DTU unless the context otherwise required.

3. Section 4(d), DTU Act

Consequent upon the reconstitution of Delhi College of Engineering into a non-affiliating teaching-cum-research university in the name of Delhi Technological University vide Delhi Act 6 of 2009, all employees of the erstwhile Delhi College of Engineering are continuing in DTU from the date of its incorporation with the provision of the Section 4(d) of DTU Act, 2009.

4. Eligibility Conditions for Option:

The option shall be called from:

- (i) All the regularly appointed employees and the employees holding regular post on substantive basis of the government in the erstwhile Delhi College of Engineering prior to 15th July, 2009 i.e. the date on which the Delhi Technological University Act, 2009 came into force.
- (ii) All the employees selected for the erstwhile Delhi College of Engineering against regular vacant, government sanctioned posts as per government rules, but who might have joined their duties after reconstitution of Delhi College of Engineering into Delhi Technological University i.e. 15th July, 2009, irrespective of whether their appointment letters were issued by DTTE Government of NCT of Delhi or DTU.

5. Procedure for Calling of option

The Department of Training and Technical Education (DTTE) shall invite, in writing, from all the employees referred to in clause 4 above, the options as per clause 6. The option once exercised shall be final and will not be allowed to be withdrawn by the concerned employee at a later stage. No employee shall give any conditional option.

6. FIRST OPTION :- Willing to continue as employee of erstwhile DCE as per section 4(d) of the DTU Act, 2009.

Section 4(d) of the DTU Act, 2009 is reproduced as under:

"Every person employed by the Delhi College of Engineering immediately before such commencement shall hold his office or service in the University by the same tenure, at the same remuneration and upon the same terms and conditions and with the same rights and privileges as to pension, leave, gratuity, provident fund and other matters as he would have held the same if this act had not been passed and shall continue to do so unless and until his employment is terminated or he has opted for the University's terms and conditions of employment".

Terms & Conditions for First Option

- (i) In case an employee of erstwhile DCE opts for first option, he/she will continue to be governed as mentioned above till the time of their retirement with their service conditions of the then DCE. The pension, leave, gratuity, provident fund and other matters related to erstwhile DCE employees will be borne by the Government of NCT of Delhi and these benefits are already being provided to these employees through TTE department
- (ii) All erstwhile DCE employees recruited for the purpose of working in erstwhile DCE as on 15.07.2009 (i.e. the date on which DCE reconstituted as DTU vide DTU ACT, 2009) on vacant government posts and recruited as per government rules shall enjoy status equivalent to employees of the then DCE on deemed deputation till the time of their retirement. They will be eligible for all facilities available to Delhi Government employees and all retirement and pensionary benefits also irrespective to whether DTU is considered to be an autonomous organization. However, employees recruited between 01.01.2004 and 15.07.2009 shall be covered by new Pension Scheme made effective by Central Government w.e.f. 01.01.2004.
- (iii) All the erstwhile DCE employees referred in (i) and (ii) above shall be entitled to pay scale and all other benefits as per their entitlement as erstwhile DCE, Delhi Government employees. However, they shall not be entitled to any deputation allowance.
- (iv) All persons/employees recruited against vacant DCE government posts through UPSC/DSSSB who actually joined service in DTU after the said date i.e. 15.07.2009 shall also be the erstwhile DCE employees. If he/she opts for first option, all the rules and regulations as referred above in (i), (ii) & (iii) shall also be applicable to them.

SECOND OPTION :- Willing to join DTU after resigning from erstwhile DCE services.

Terms & Conditions for Second Option

- (i) In case an employee of the Erstwhile DCE opts for second option, he/she shall resign from the services of erstwhile DCE and shall be appointed in DTU on the same post by protecting his/her salary. Thereafter, he/she will be governed exactly like the DTU employee and be eligible for all the benefits as if they were DTU employees.

Pension, leave, gratuity, provident fund and other matters related to erstwhile DCE employees as well as pro-rata pension to those employees who will opt for permanent absorption in DTU after resigning from erstwhile DCE will be borne by the Government of NCT of Delhi and these benefits are already being provided to these employees through TTE department.

- (ii) He/ She will be absorbed/taken on strength of DTU in continuation of his service as erstwhile DCE employee maintaining his earlier seniority in the cadre.
- (iii) He/ She will be eligible for all the benefits/service condition of DTU employees.
- (iv) He/ She will be eligible for any promotion/up-gradation in DTU by counting the length of the services rendered of erstwhile DCE employee.
- (v) All employees who opt for second option in DTU shall be entitled to enjoy medical facilities as is applicable to the DTU employees.
- (vi) The re-employment after superannuation shall be as per the University policy applicable at that time to directly recruited employees of DTU.
- (vii) All the terms and conditions mentioned herein shall be legally binding on the employees of DTU for the entire life time of those who select second option.

7. Residual Matters

Any matter which may arise out of this Statute such as pending disciplinary/ inquiry, fixation of pay etc. shall be resolved amicably by the Board of Management of the University. In case of any dispute remaining unresolved the same will be resolved through an arbitrator appointed by the Chancellor of the University/Lt. Governor of Delhi.

**By order of Lt. Governor
As Chancellor DTU of Delhi**

DELHI TECHNOLOGICAL UNIVERSITY (Revised)
(Formerly Delhi College of Engineering)
Shahbad Daulatpur, BAWANA Road, Delhi—110042

F.No 1/14/dtu/mou/Stat/2010-11/

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF TRAINING AND TECHNICAL EDUCATION
GOVERNMENT OF NCT OF DELHI
AND
DELHI TECHNOLOGICAL UNIVERSITY.

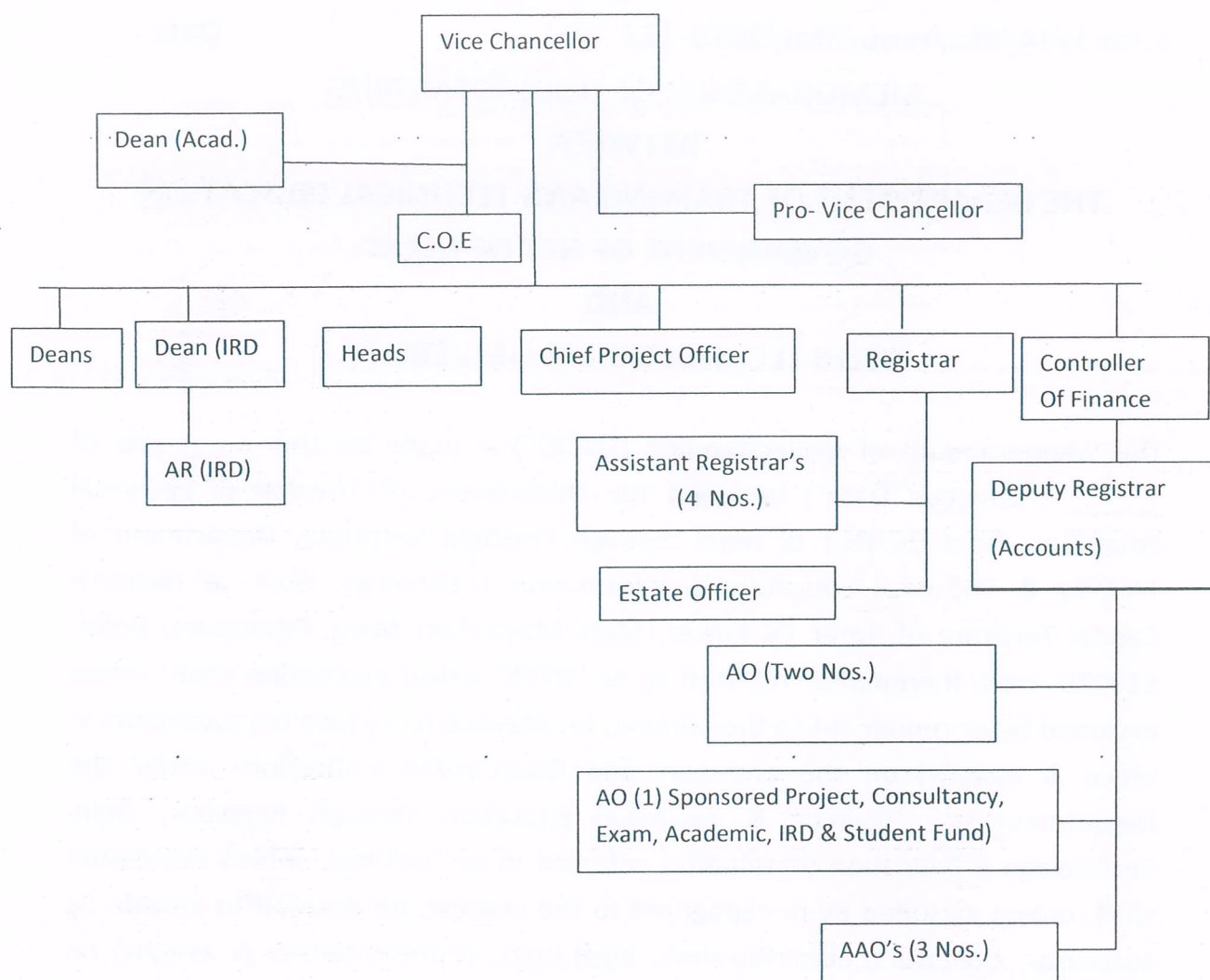
This Memorandum of Understanding ("MOU") is made on the ____ day of ____ ("Effective Date") between the Department of Training & Technical Education, Govt. of NCT of Delhi through Principal Secretary, Department of Training & Technical Education & Information Technology, Govt. of National Capital Territory of, Near TV Tower, Muni Maya Ram Marg, Pitampura, Delhi-110088. India (hereinafter referred to as "DTTE" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office & assigns) on the one part and Grant-In-Aid Institutions under the Department of Training & Technical Education through Registrar, Delhi Technological Education (hereinafter referred to as "GIA-Inst" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor, executors, administrators, legal heirs, representatives & assigns) on the other part.

Objective.

The DTTE & GIA-Inst DTU is functioning under the aegis of Govt. of Delhi with a prime objective to deliver Technical Education in terms of Academic Excellence. The DTU also places emphasis on adherence to ethical values with in the academic community, recognizing professional success and happiness closely linked with adopting moral & ethical value system in dealing with all fellow-beings. The University formulates policy, provides funds, monitors and co-ordinate activities in various facets of technical education in order to maintain

synergy between Science & Technology. Each party has a right in its sole discretion, to determine how it will fulfill its obligations here under.

Delhi Technological University Organizational Structure Chart is given as under.



Grant.

Being a GIA- funded institution, the Govt. of Delhi agrees to provide grant pursuant to the terms & conditions in (3) three installments on yearly basis to meet the committed liabilities i.e Salaries & allowances, Purchase of Machinery & Equipments, Creation of Innovation labs, infrastructure development etc. DTU is expanding its infrastructure in the areas of Academic & faculty development, research publications & R&D projects. The recruitment process for both teaching/non-teaching staff is on the anvil. As such expenditure on different sectors i.e Salaries, Furniture, Office & Administrative Expenses will increase manifold. The Govt. of Delhi shall continue to release Budget both under

Revenue & Capital Head required from time to time to cater the needs of university. The DTU shall maintain detailed statement of accounts in r/o utilization of funds provided BY Govt. of Delhi. It shall also provide further clarifications, if found necessary by the Govt. However, Standard norms like GFR, other conditions & procedure in r/o Expenditure, Procurements and Appointments as applicable shall continue to be followed, as laid down in the act. However, the university shall continue to submit quarterly report including Aid received through donations, sale of printed material, fee collection etc, & from other sources.

Finance committee of DTU shall consider annual accounts and the financial estimates of the university and there after submitted to the BoM/Govt. of Delhi for final approval.

Mission/Vision projects of the University.

1. To provide quality education and vibrant environment for industry advent research & innovations.
2. To produce well- rounded, socially responsible, up to date, scientifically tempered, design oriented engineer and scientists capable of meeting the challenges of the new knowledge age.
3. To be a centre of excellence, research and innovations in S&T arena, focus on cutting edge technologies for education delivery and foster an environment of research.
4. To lay emphasis to provide a thrill of corporate Research & Development environment with a planned focus on industrially relevant projects and technology incubation.
5. To create excellent physical infrastructure for students and faculty members. To provide all necessary support to faculty members at par with IIITs.
6. Modernization of existing labs to cater to the requirements of the students & setting up of new labs especially for new academic courses need to be initiated on urgent basis.
7. Creation of frame works and architecture to incorporate the use of information technology in the functioning of various Govt. Deptts.
8. Revision of Examination & Grading system.
9. To implement citizen charter and e-governance immediately.

Transparency & Confidentiality.

The DTU shall continue to maintain total transparency in the matter of recruitment & purchases made from time to time. It shall also follow the policy/guidelines as approved by the BOM under the provisions of DTU act. However, the DTU will exercise only such other powers and to perform ,such other duties as may be considered necessary or imposed on it by or under this act including to regulate and enforce discipline among the employees and students of the university and take such disciplinary measures in this regard as may be deemed necessary.

Areas of Co-operation.

- (i) The University shall continue to act as Mentor, Organize seminars and workshops of experts related to technical education to identify a hemispheric strategy, define the required action plans and develop an optimal approach to achieve the goal of this agreement.
- (ii) The University shall continue to liaison and co-ordinate with all the Ministries and Govt. undertakings as usual. However, a liaison with Govt. of Delhi may be through DTTE.
- (iii) The university shall be responsible for planning, policy and co-ordination of its activities. It shall also provide management training and technical assistance.to the students and community at large.
- (iv) The University shall prepare an annual work plan based on inputs from the experiences and capabilities of both parties. However, university may continue to have suggestion/advice from the Govt. through DTTE from time to time, if required.
- (v) The University shall continue to act as Mentor in developing a program of exchange of graduate students and professionals in this fields that will work in GIA-Inst partner institutions to develop and promote new multimedia learning material & explore new teaching bar using mechanism.
- (vi) The University shall focus its academic & research strategy on creating growth future of Engineering & Technology, Industry, Research & Development organization , Government & society with a view to enhance its reach as well as its share of contribution to national economy. Collaborative projects with industry and research institutes shall also be major focus of the University. This will benefit

industry in maintaining cost-effective technology incubation & innovative product development.

- (vii) The University shall organize joint actions to build-up both short term/long- term co-operation among participating institutions.

Operating Procedures.

- (i) The highest authorities of each party or their designated representatives shall maintain on-going official contact, in the matters of Administration, Finance & Budget etc.
- (ii) Whenever necessary, parties may create groups or technical missions to study the nature, intensity and activities that are being carried out or that could potentially be carried out under the present agreement and are applicable to degree level technical institutions. These groups may here-in after, put-forth recommendations that would lead to future specific operating agreements.
- (iii) As, per the provisions of DTU Act, Pr. Secy (TTE) is the member of all statutory bodies of university like BOM/FC and as such no additional representations is required.
- (iv) The MOU between the both parties does not constitute a basis for financial obligations or expenditures. The DTU shall continue to handle & spend funds in its own way.
- (v) The parties may decide the mode & means, appropriate for carrying at specific agreements, operating contracts or letters of under standing provided for in the agreement.

Intellectual Property, Inventions & Innovations.

- (i) The university shall continue to maintain ownership of its existing Intellectual, Property right (IPR) prior to the collaboration.
- (ii) Both parties and their designated willing member shall have joint ownership of its existing intellectual property right (IPR) resulting from activities carried out under this collaboration subject to the conditions of the sources of funding if any, where applicable.
- (iii) The rights, interests and title in the products, components and other software to be developed in relation to E- Governance, research, pilots , Consultative Studies under this MOU shall vest jointly with DTU and DTTE in the public domain so that all public institutions and public at

large can benefit from the fruits of research. Each party shall be given a copy of all such research outcome.

- (iv) The university shall be free to use, reproduce and modify such research out-come for any purpose.

Faculty Development Programme.

The University shall continue to lay thrust on development of maintaining better and effective interaction between teachers and industry professionals under FDP. It will make efforts to achieve objectives as:

- Building Quality Faculty Capacity- Faculty "inspired to teach & driven to research"
- Strengthening Industry Partnership in Education & Research.
- Providing incentives for research, faculty development allowance & research allowance/grants from university at par with IITs.

Employability.

The University shall continue to work to remain as one of the most highly sought after technological institutions of the country in terms of employability of students. The campus placement of graduating students has always been very high with leading companies and organizations both from national and international level visit the campus every year.

The University shall strive hard to contact potential employers with- in & out side India with a view to explore more opportunities for our students. It shall also continue to make efforts to achieve the distinction of being ranked overall top & second in campus placements in the Engineering Institutions including IIT's.

Public Announcement.

Neither Party shall make or cause to be made any public announcement of, or in relation to the existence of this MOU or the intention of entering into a agreement without the prior written approval of the other party.

Commercialization.

Under the articles of this MOU, both parties agree to jointly pursue commercialization in accordance to the terms and conditions specifically stated in subsequent and separate project agreements and programmes of cooperation.

Publication of Articles.

The DTU may with the written consent of the other party, such consent not to be unreasonably withheld, publish the reports and findings of the collaborative activities of the parties in the form of an article in a journal, newspaper or other periodical, or book, in any media, provided that the parties have decided, where appropriate, that a joint application for registration of a trademark, service mark or design or an application for a patent will be made, such an article shall not be published until the said application has been made. A copy of the article shall be provided prior to publication to the party whose written consent is required hereunder for that Party's perusal and written consent.

Period of MOU.

The Memorandum Of Understanding is for the period of ten (10) years and initiated on _____. The terms of agreement can be renewed and/ or extended by the mutual consent of both parties.

Miscellaneous.

Neither Party shall be liable by reason of failure or delay in the performance of its obligations under this MOU if such failure or delay is caused by acts of God, strikes, lockouts, war or any other beyond its control and without its fault or negligence.

In the event of any one or more of the provisions contained in this MOU being waived, modified or altered, none of the other provisions here of shall in any way be affected or impaired thereby. If any of the provisions of this MOU become invalid illegal or unenforceable in any respects under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired.

This MOU supersedes all prior understandings, if any between the parties concerning the subject hereof.

No amendments to the MOU shall be valid unless executed in writing and signed by both parties.

Nothing contained herein shall be deemed to neither create any partnership, joint venture or similar relationship between DTTE & DTU nor confer on any party the authority to incur any obligation or liability on behalf of the other party or bind the other.

IN WITNESS WHEREOF the parties hereto have signed this MOU as of the day and year first above written.

Signed & delivered for & on behalf of
behalf of

Deptt. of Training & Technical Education

Name: Pr. Secy (TTE)

Title

Signed and delivered for and on

Delhi Technological University

Name : Registrar

Title

WITNESSES:

2.

2.

Sub: Re-structuring of Head of expenditure for Budget of DTU.

Part-A

Receipt Head	Payment Head
GIA: Salary General Capital	1.Sub Head: Book Bank & Library <u>Minor Head :</u> 1. Books E-Journals, Magazines and Newspapers for Library 2. Stipend to Library Internship (New Head)
UGF: Tuition Fee Rental & incidental charges Misc Recpt. Bank Interest Registration fee	2.Sub Head: Capital Construction works Civil & Electrical <u>Minor Head :</u> 1. Construction work of Building-Capital 2. Electric Work of Building-Capital 3. Fixture & Furnishing of Building-Capital 4. Structural Design for New Building-Capital
	3.Sub Head: Civil, Electrical & Horticulture (Repair & Maintenance) <u>Minor Head :</u> 1. Horticulture Work 2. Maintenance of Building-Civil 3. Maintenance of Building -Electrical
	4.Sub Head: Direction & Administration <u>Minor Head :</u> 1. Advertising and Publicity 2. AMC of Office Equipment 3. Conveyance to staff 4. Electricity Expenses 5. Expenses related to admission of new students 6. Honorarium & TA to Guest Lectures & Committee members 7. Installation & AMC of Solar Light and Water Heater 8. Maintenance of Vehicle 9. Misc Expenses 10. Office equipment 11. Office furniture 12. Office stationery 13. Office store 14. Over time allowances 15. Wages & Bonus to outsourced Manpower 16. Payment of Newspapers, Magazine for offices, PRO 17. Payment on Seminar, Conferences, Workshop, etc. 18. Payment to professionals 19. Petrol & Fuel Charges 20. Purchase of Vehicles 21. Sanitation- Maintenance of DTU Campus 22. Security Charges Expenses 23. TA-Domestic Travel Expenses 24. TA-Foreign Travel Expenses 25. PDF (Recurring Expenses) 26. Telephone Charges

5.Sub Head: Salary --Pay & Allowances

Minor Head :

1. Salary – pay & allowances
2. Payment of Bonus
3. LTC Expenses
4. Medical Expenses
5. Leave encashment on LTC
6. Leave Salary & Pension Contribution
7. Honorarium to staff
8. Remuneration for Coaching/Part time/Evening Classes & Guest Faculty.

6.Sub Head: Modernization & Maintenance of Lab & I. T. Equipements.

Minor Head :

1. AMC of the Electronics, IT equipments
2. Consumables Stores for Labs, Library, etc.
3. Cost of Repair and spare parts for Machinery & Equipments
4. Furniture and Store for Lab/Library/Class Room/Hostel – Stores & materials
5. Internet Expenses- Wi-Fi and Networking
6. Non-Consumables Stores for Labs, Library, etc.
7. Purchase of Computers, Servers-IT
8. Purchase of Consumables for IT
9. Purchase of Machinery and Equipment for the Departments, Labs, Excellent Centers, Workshop, etc.

7.Sub Head: Scholarship & Stipend to PG & Research Scholar

Minor Head:

1. Scholarship to PG & Research Scholars

Part-B**Non-Government Fund (NGF)**

Receipt Head	Expenditure Head
Exam Fee from student	1.Sub Head: Examination Fee <u>Minor Head:</u> <ol style="list-style-type: none"> 1. Strengthening of Examination Infrastructure 2. Expenses related to conduct of exam of B. Tech, M.Tech, MBA, etc. 3. Expenses related to Viva-Voce for Ph.D, SRC, DRC, etc. 4. Expenses related to confidential printing 5. Misc expenses
Student Welfare Fee	2.Sub Head: Students Welfare <u>Minor Head:</u> <ol style="list-style-type: none"> 1. Award to Meritorious students 2. Student Welfare fund expenses 3. Engifest, Sports fest, and all other programmes 4. Students Welfare Programme 5. Expenses for SC-ST (Students Coaching Clasess) 6. Expenses related to DTU's dispensary 7. Industrial Visits of Students

	8. Expenses related to seminar, conference, workshop of the students 9. Expenses related to Gym Equipment & wages 10. Expenditure on innovative projects & Participation 11. Institutional development 12. Misc Expenses on unspecified items
Economical Weaker Section fund	4.Sub Head: Economical Weaker Section <u>Minor Head:</u> 1. Fees Waiver to students
Facilities and Services fund	5.Sub Head: Facilities & Services <u>Minor Head:</u> 1. Awards to Faculties 2. Faculty Development Programme 3. PDF (Start-up) Grant 4. Research initiatives 5. Automation facilities 6. Training programmes 7. Expenses related to Edusat Studio & Wages 8. Misc Expenses
Premium amount for Medi-claim	6.Payment related to Insurance Policy of Students
Alumni Association membership fee	7. Expenses related to activities of Alumni.

Part-C : Consultancy & Donation Fund

Receipt Head	Expenditure Head
(I) Receipts from consultancy project, Testing, IPR, Royalties and incubation activities	1. Development of Infrastructure 2. Promote consultancy, Entrepreneurship, research and such similar activities 3. Establishment of research centre 4. Faculty welfare/development activities 5. Misc Expenditure on unspecified items.
(II) University Donations & Contributory funds	The proceeds of the funds so generated will be utilized for any purpose for betterment of the University.

The payment for Part-A of the Expenditure head, will be released from the Registrar, DTU payment Account. Further, the payment in r/o Part-B & C i.e. NGF and Consultancy & Donations, there are separate Bank accounts for each receipt of the fund and the same bank account would be debited for the payment.

