

Memorandum of Understanding

Between

National Testing Agency
(NTA)

And

All India Council for Technical Education
(AICTE)

Date: 01 January 2023

This AGREEMENT FOR CENTRES (the “AGREEMENT”) is made and entered into at AICTE, HQ, New Delhi on _____.

BY AND BETWEEN:

NATIONAL TESTING AGENCY, an Autonomous Organization under the Department of Higher Education, Ministry of Education, Government of India, having its Office at First Floor, NSIC-MDBP Building, Okhla Industrial Area, New Delhi – 110020 and represented by _____ of the First Part. AND

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION, a Statutory Body and a national-level Council for technical education, under the Department of Higher Education, Ministry of Education, Government of India, having its registered office at Nelson Mandela Marg, Vasant Kunj, New Delhi – 110070 and represented by _____ of the Second Part.

(**NATIONAL TESTING AGENCY** and **ALL INDIA COUNCIL FOR TECHNICAL EDUCATION** are collectively referred to herein as the “**Parties**” and individually as “**Party**”)

WHEREAS

- A. **National Testing Agency**, which is mandated to conduct entrance examinations for admission/fellowships in higher educational institutions, shall organize conduct of Computer Based Tests (CBTs) through an identified delivery agency.
- B. **All India Council for Technical Education** shall do the due diligence and vet the centers, taking into consideration, infrastructure availability and other factors essential for conducting National Tests in a safe and secure manner. AICTE will also help in meeting shortfall of nodes wherever required.
- C. Parties are now entering into this AGREEMENT, to record the terms of their active engagement for realizing the objectives of this MOU, i.e. smooth and fair conduct of NTA Examination(s).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS

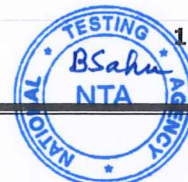
1. SCOPE OF SERVICES

- 1.1 NTA shall provide a written notice of its schedule of examination along with the total city wise requirement to AICTE at least 45 days in advance before the commencement of examination. Centres which are already identified and are affiliated to AICTE will be provided to AICTE for their final vetting.

Further, a list of shortfall, city-wise shall also be shared with AICTE for suggesting institutions/colleges which can provide computer nodes in these cities.

- 1.2 AICTE shall vet the centers taking into consideration infrastructure availability and other factors essential for conducting National Tests in a safe and secure manner and provide the same to NTA. AICTE will also help in meeting shortfall of nodes and getting confirmation of institutions.

[Handwritten Signature]



- 1.3 Once centers are finalized, AICTE will write to centers confirming their participation in NTA Examination.
- 1.4 Facilities to be provided shall be as per Annexure-A. AICTE shall inform payment terms and communicate to the respective institution provided by NTA.
- 1.5 AICTE will also keep NTA's delivery agency in loop for its preparation.
- 1.6 Once the concerned Institute makes the Premises available to NTA's Delivery Agency, delivery agency's personnel shall audit the Premises. In case of any deficiency with the facilities and Infrastructure available at the Premises or the Personnel, Delivery Agency shall suggest the requisite improvements to that Institute; AICTE will oversee that these improvements are done. Delivery agency shall conduct a re-audit after 7 days to ensure the condition and Infrastructure at the Premises matches Delivery Agency's requirements.
- 1.7 AICTE will facilitate the effective participation of the concerned exam functionaries of the institutions in training/orientation programs to be conducted by NTA/Service provider from time to time.
- 1.8 AICTE will make zonal teams which will provide end to end facilitation for liaising with Test Centers.
- 1.9 Payment to centers (other than IITs, NITs, CUs & Private Centers) will be made by AICTE upon receiving the same from NTA. Payment to IITs, NITs, CUs & Private Centers shall be made directly by NTA.
- 1.10 Communications to Private Centers / IITs / NITs/ Central University etc. to be sent by NTA / Agency.
- 1.11 AICTE official shall work from the AICTE office only. However, on mutual consultation between DG, NTA and Chairman AICTE, AICTE teams can work together from AICTE Office/NTA office as per requirements.
- 1.12 The Agency appointed shall be responsible making the installation of s/w etc well before conduct of the examination.

2. LAW GOVERNING THE AGREEMENT

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Indian Law.

3. LANGUAGE

This Agreement has been executed in English language which shall be the binding and controlling language for all the matters relating to the meaning or interpretation of this Agreement.

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4. LIST OF SCHEDULES

The following Schedules appended to this agreement shall form an integral part of this Agreement:

Sl.No	Schedule No.	Details
1.	I	Calendar of events.
2.	II	Payments applicable (Annexure - B)
3.	III	List of Cities for conducting of Online Examination
4.	IV	Non-Disclosure Agreement

5. LOCATION FOR CONDUCT OF ONLINE EXAMINATION

The Online Examinations shall be conducted across the Country. Multiple centers in Scheduled City shall be decided based on the number of actual candidates registered for the examination and allotted to that particular city.

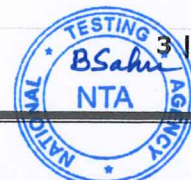
6. RIGHT TO MONITOR

The NTA reserves the right of continuous monitoring of the implementation of various activities for conduct of Online Examination at every stage. The Test Centers shall extend all services and cooperation, by facilitating visits, during conduct of Online examination by nominated representatives of AICTE and providing necessary information and feedback to them.

7. CONSIDERATION

- 7.1 AICTE shall pay the concerned Institute a Grant in Aid (GIA) as specified under Annexure B to this AGREEMENT ("GIA").
- 7.2 The GIA required to be made under this Agreement shall be excluding of all applicable taxes.
- 7.3 NTA shall transfer the payment applicable as per details at Annexure-B.
- 7.4 NTA shall transfer the total amount to AICTE as a Grant in Aid and AICTE would similarly disburse the amount as grant to the Institutions. The concerned Bureau of AICTE will process

Signature



for issue of utilization certificate of NTA in the prescribed format for utilization of the Grant-in-Aid for the purpose for which it was sanctioned.

- 7.5 The concerned Institute shall submit a utilization certificate in the prescribed format within 5 (Five) days from the date of satisfactory completion of the services.
- 7.6 AICTE shall furnish a utilization certificate in the prescribed format to NTA in respect of total GIA amount received from NTA, within 30 days from the date of completion of a given examination. Along with the Utilization certificate, list of payments made including UTR numbers, centre-wise shall also be shared with NTA within 30 days from the date of completion of a given examination.

8. TAXES AND DUTIES

- i). The concerned Institute shall be solely and exclusively responsible for the payment of all taxes including Goods and Service Tax and TDS, if applicable.

9. OBLIGATIONS OF THE PARTIES

- 9.1 Prohibition of conflicting Activities: Neither Party shall engage, and shall cause their personnel as well as their third party and their personnel not to engage, either directly or indirectly, in any activities which would conflict with the activities assigned to them under this Agreement.
- 9.2 Confidentiality: Except with the prior written consent of the disclosing Party, the receiving Party and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services under this Agreement, nor shall the receiving Party and the personnel make public the recommendation formulated in the course of, or as a result of, this Agreement.
- 9.3 Legal Issues: The legal issues arising during conduct of Online Examination shall be the responsibility of the Service Provider.

10. MEASURES TO BE TAKEN

- 10.1 AICTE/concerned Institute represents and warrants that it, along with the Personnel either directly or indirectly:

Signature

- a. shall not assist or abet the candidates/students or any third party in any illegal activities which includes but not limited to cheating or breach of applicable law;
- b. shall not provide any assistance or help or guidance to the candidates/students or any third party in relation to any of the Activities which shall be conducted in the said Premises;
- c. Except for the purposes for which such information is provided under this Agreement, shall not misuse or circulate or distribute any confidential information for any other purposes to the candidates/students or any third party, that are provided to AICTE by NTA/Delivery Agency;
- d. Shall not breach any rules or regulations or any Standard Operating Procedure provided to the Institute/AICTE by Delivery Agency;

10.2 In the event of any corrupt practices in the centre, the AICTE shall blacklist the concerned host institute. Similarly, as required, NTA will take action against the delivery agency.

11. GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

12. ASSIGNMENT

The Services, contents developed and any rights granted under the Agreement shall not be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Service Provider, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the AICTE.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 The NTA shall retain sole ownership and all intellectual property rights in and to the personal / sensitive data / information provided by the respective candidates.

13.2 Each Party shall have the sole and exclusive interest in and ownership of all intellectual property provided by the said Party under this Agreement. Nothing in this Agreement will function to transfer any of either Party's intellectual property rights to the other Party.

14. CONFIDENTIALITY

Signature

Each of the Parties agree that (unless otherwise required by law), it shall not disclose to any other person the fact that the confidential information has been made available to the other Party, that discussions or negotiations took place concerning the proposed transaction under this Agreement between the Parties, or any of the terms, conditions or other facts with respect thereto (including the status thereof).

15. SETTLEMENT OF DISPUTES

15.1 Amicable Settlement: The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement and the success of the assignment. The Parties shall use their best efforts to settle all disputes arising out of or in connection with this Agreement or its interpretation, amicably.

15.2 Dispute Resolution: Any dispute between the Parties as to matters arising pursuant to this Agreement that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified below.

15.3 Mediation: In case of any dispute between the Parties in connection with this Agreement, the dispute shall be referred to the Ministry of Education, Govt. of India, whose decision shall be final and binding on all concerned.

16. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT

16.1 Effectiveness of Agreement

This Agreement shall come into effect from 1st January, 2023.

16.2 Expiration of Agreement

This agreement is valid for 1 year from the date of signing.

16.3 Modification or variation

Any modification or variation of the terms and conditions of this Agreement, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.4 Force Majeure:

Signature



- a. Definition: For the purposes of this Agreement, "Force Majeure" an event which is beyond the reasonable control of a Party and which makes Party's performance of its obligations under the Agreement impossible or so impractical as to be considered impossible under the circumstances.
- b. No Breach of Agreement: The failure of Party to fulfill any of its obligations under the Agreement shall not be considered to be a breach of, or default under this Agreement insofar as such failure directly arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement, and has informed the other Party as soon as possible about the occurrence of such an event.
- c. Extension of Time: Any period within which a Party shall, pursuant to this Agreement, complete any action or task, may be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17. TERMINATION

Either Party may terminate this Agreement in case of the occurrence of any of the event specified below and in such an occurrence; aggrieved Party shall give prior notice of 45 days to the other Party.

- 17.1 If breaching Party does not remedy a failure in the performance of their obligations under the Agreement, within seven days after being notified or within any further period as the aggrieved Party may have subsequently approved in writing.
- 17.2 If either Party becomes insolvent or bankrupt.
- 17.3 If, as the result of Force Majeure, either Party is unable to perform under this Agreement for a period of not less than fifteen days.
- 17.4 If either Party, in its discretion and for any reason what so ever, decides to terminate this Agreement.
- 17.5 If either Party fails to comply with any final decision reached as a result of arbitration proceedings.
- 17.6 The either Party commits a breach of any of the terms and conditions of the bid/Agreement.
- 17.7 The progress regarding execution of the Agreement is found to be unsatisfactory by either Party.

18. INDEMNITY AND LIMITATION OF LIABILITY

- 18.1 Each Party agrees to indemnify and hold harmless the other Party, affiliates, group companies, its directors, its employees, officers and agents from and against any claim, loss, liability or cost of any person, firm or corporation, including, without limitation, legal fees, arising out of any breach of warranty, representation, terms and conditions or undertakings or any obligation made by the defaulting Party in this Agreement, except in any corrupt or fraudulent practice(s)

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18.2 The concerned Institute acknowledges that, given the nature of the Activities, it is imperative for it and the Personnel to maintain confidentiality and uphold the security measures imposed at the Premises. Notwithstanding the above, it is understood and agreed that monetary damages would not be a sufficient remedy for a potential or actual breach of this Agreement and that, in addition to all other rights and remedies available under applicable law, Delivery Agency shall be entitled to apply for specific performance and injunctive or other equitable relief as a remedy for any such potential or actual breach.

19. MISCELLANEOUS

19.1 This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions, and all other communications relating thereto. This Agreement may not be amended by the Parties, except by an instrument executed in writing by the Parties.

19.2 All communications under this Agreement ("Notices") shall be in writing and shall be sent by (i) registered mail (ii) personal delivery to the respective Parties at the addresses set forth in this Agreement, or (iii) electronic mail. Any Notice given in accordance with point (i) above, shall be deemed to have been given 3 days after having been mailed and notice given in accordance with point (iii) above, shall be deemed to have been given, upon dispatch and receipt by the recipient.

IN WITNESSES thereof, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first written above.

For and on behalf of

**All India Council for Technical
Education**

Rajendra Kakde
01/01/23

Prof. Rajendra Baliram Kakde

Adviser-I

AICTE, New Delhi

डॉ. राजेंद्र बलीराम काकडे / Dr. Rajendra Baliram Kakde
सलाहकार-I / Advisor-I
अखिल भारतीय तकनीकी शिक्षा परिषद्
All India Council For Technical Education
(भारत सरकार का सांविधिक निकाय)
(A Statutory Body of the Govt. of India)
Ministry of Human Resource Development
नेल्सन मंडेला मार्ग, वसंत कुंज, नई दिल्ली-110070
Nelson Mandela Marg, Vasant Kunj, New Delhi-110070

For and on behalf of

National Testing Agency

BSahu
01.01.2023
Mr. Binod Kumar Sahu

Director (Admin)

NTA, New Delhi
Binod Kumar Sahu
Director
National Testing Agency
1st Floor, NSIC Business Park
Building, Okhla, Phase-III
New Delhi-110020

ANNEXURE - A

Facilities to be provided by the Institute for exclusive use of exam during the Usage Period:

The said Premises:

- Frisking facility for women candidates/separate room may be provided.
- Locker/room facility for candidates to keep the belongings.
- Reception Area for registration of candidates. (Area for establishing registration desk with systems @ one for 50 candidates).
- Seat number to be displayed on each computer desk.
- Waiting Area for candidates.
- Toilet facilities for male and female close to the computer labs.
- Canteen facilities if available.
- Room for the staff.
- Briefing Room.
- First Aid facilities.
- Firefighting & detection equipment in place and the building to be certified for use by the local fire regulating bodies.
- Safe Drinking water facility.
- Tables and chairs in good condition. There should not be any stools or broken furniture.
- Well ventilated rooms, functional fans in place.
- Proportionate space for parking of vehicles during examination time.
- Boundary wall of minimum height (6 feet & more) throughout the campus, with more than one main gate.
- For centers with PwD candidates: provide all facilities, at single location; however, at least one or more rooms should be on the ground floor to provide the PwD candidates a friendly movement facility. Special arrangement for PWD mandatory on the ground floor or lift facility to be available if rooms are not available on ground floor.
- There should be availability of wheelchair, ramp with handrails and separate toilet for PwD candidates.
- Covid-19 guidelines issued by Govt. of India may please be followed during the online examination.

Infrastructure: Systems and facilities:

They shall be as below or otherwise as specified by NTA before the commencement of exam:-

- Dual Core/Core2Duo / Core I3, RAM 4 GB or higher, HDD 500 GB, 15 Monitor, Keyboard, Mouse and Network Interface Card, CPU Speed: 1.5 GHz or above.
- Windows 7(Service Pack-1 and Dot net Framework 4.0/above)/ Windows 8 / Windows 10 Operating systems (32 Bit, 64 Bit).

Signature



- Minimum IE version IE8 and above.
- All machines should have antivirus software installed and updated.
- The network switch should bind MAC address of the computers to be used during exam with ports and create separate VLAN just for the purpose of exam.
- The Windows OS should restrict policy of installing new software on the computer and also restricting P2P and remote access.
- The computers should not be older than 5 years
- All systems to be connected in a single LAN.
- UPS back up for all the systems for a minimum of 1 hr.
- Dedicated Diesel Generator (DG) supply to the amenities of a standard make which is always supported by valid AMC and service certificate for un-interrupted power supply for lighting, fans & equipment during the Test.
- CCTV coverage (CCTV footage data to collected and handed over to Delivery Agency).
- Air-conditioned server & UPS room.
- Broad band Internet connection of a minimum 4 Mbps.
- Separate space for registration desks with Proper lighting, LAN and Power Points.
- Temporary / Permanent Partitions between systems, partition space between two computers should be at least 1meter.
- Separate place for placing examination servers.
- Printer.
- Separate server room with locking facility.

Personnel:

- One Centre Manager per 250 candidates.
- One Network Support Manager per 250 candidates.
- One System Administrator for 100 systems.
- Proctors/Invigilators @1 for 30 systems and minimum 2 in each Lab.
- Two office boys per 100 candidates.
- One Electrician/Generator Operator.
- One Male and One Female Security personnel per 100 candidates.
- Round the Clock Security at all entry and exit points to the examination.

Important Note: All staff should be preferably permanent employees of the institutes and should produce valid ID card issued by the institution.

Rajendra
01/01/23
Prof. Rajendra Baliram Kakde

Adviser-I

AICTE, New Delhi

BSahu
01.01.2023
Mr. Binod Kumar Sahu

Director (Admin)

NTA, New Delhi
Binod Kumar Sahu

ANNEXURE - B
Grant in Aid (GIA)

Nature of GIA: The GIA shall be per registered candidate for conducting the relevant Activities at the Premises of the institute.

Infrastructure Fees and Personnel Fees:

- NTA shall transfer the total GIA amount to AICTE @Rs. 65/- per registered candidate after the release of admit cards of the examination. On receipt of the same, AICTE in turn shall transfer an amount @Rs. 60/- per candidate to the respective institution before the scheduled activity; subject to receipt of candidates list / center list from NTA and @Rs. 5 /- per candidate will be retained by AICTE for manpower and other expenditure incurred in facilitating the NTA, Delivery Agency and the institutions. AICTE at present has been given Income tax exemption for performing its mandatory duties as per AICTE Act. However, in case the amount so received from NTA and disbursement to the Institutions is adjudged for any payment of income tax by the Income Tax Authorities or any other Government Tax, the NTA shall be liable for such payment arising out of these transactions.
- The said GIA shall be paid by [Cheque / Demand draft / NEFT transfer] in favour of: Head of the Institution.
- Any other payment advised by AICTE for smooth conduct of examination shall be mutually agreed between AICTE & NTA and will be communicated from time to time.

Rajendra
01/01/23
Prof. Rajendra Baliram Kakde
Adviser-I
AICTE, New Delhi

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Mr. Binod Kumar Sahu
Director (Admin)
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