



*Anand Charitable Sanstha, Ashti's*  
**Anandrao Dhonde Alias Babaji Mahavidyalaya,**  
**(Arts, Commerce and Science)**  
*Kada, Tal. Ashti. Dist. Beed 414 202 (Maharashtra)*

## **Criteria III**

### **3.5.1 MOUs Collaborations during-2017-2018**



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#### **Address**

**Anandrao Dhonde Alias Babaji**  
**Mahavidyalaya Kada, Taq-Ashti,**  
**District-Beed 414 202 (M.S.)**

## MEMORANDUM OF UNDERSTANDING / AGREEMENT

This Memorandum of Undertaking is made on this day, the August 31, 2018... between 'National Testing Agency' (NTA), herein after referred to as **NTA**, having its office at C-20, 1A/8 Sector 62, IIT Kanpur Outreach Centre, Noida 201309, which expression shall include authorized representative of **First Party**, and


Anandrao Dhonde Alias Babaji Mahavidyalaya, (Name of the College/School)  
Kada, Tq-Ashti, Dist-Beed (Address) 414202 (hereinafter referred to as Test Practice Centre (TPC) and represented by its ~~Director/Principal/Head of the~~ Institute) of the **Second Party**.

The expression shall include authorized representatives of the first party as well as the second party.

1. The activity for which this MoU is signed, is to be known as "**Operationalization of Test Practice Centre (TPC) under NTA**", Government of India.

Whereas, Ministry of Human Resource Development (MHRD), Govt., of India, has set up '**National Testing Agency**' (NTA), ([www.nta.ac.in](http://www.nta.ac.in)) a premier testing organization, to conduct entrance examinations, for Admission/Fellowship in higher educational Institutions. This shall bring in transparency and qualitative difference in Competitive examination process.

The MHRD has decided, that NTA shall establish a network of Test Practice Centres, for students of rural areas, so that candidates will have an opportunity to practice on computers before the exam. Accordingly, Schools/colleges with computer facility etc., have been approached and such Centres have registered themselves on NTA website. The institutions in each District as TPC shall be kept open on, Saturday/Sunday, so that any student can use the facility free of charge.

  
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NTA shall make Notification/s, inviting candidates, desiring to appear in various competitive Examinations, conducted by NTA, to register online, for using TPC for practice.

The NTA is desirous of undertaking a joint project with the Second Party for allowing 'Registered Students', who are interested to appear in various Competitive Examinations and practice on the PCs of the Second Party; the two parties through this Memorandum of Understanding, agree to collaborate to this national activity, with the intention of both being legally bound, accept the following terms and conditions:

## 2. Responsibilities of the Test Practice Centre

The TPC shall;

- a) Follow guidelines/policies issued by the NTA from time to time.
- b) Organize test practice activities, for the Registered students (list provided by the NTA), as well as eligible students studying at the institute, to follow a 'Course Package' provided by the NTA.
- c) Nominate a 'Nodal Officer' who shall be the contact point, for day to day activities regarding proper functioning of the TPC with the NTA.
- d) Maintain, the committed PC and LAN/Internet and concerned peripheral, in good and working conditions, so to offer best and uninterrupted service.
- e) Keep the concerned Labs/rooms open for the time and period as communicated by the NTA and ensure IT/Electricity person/s is/are present during the allotted time to attend any technical trouble faced by the candidates working on the PCs.
- f) Be responsible for the safety and working of system, infrastructure for all days and period, the TPC is active and shall ensure attendant/s are present for any assistance required by the Registered students.
- g) Receive academic Content from NTA to be installed on all designated PCs, for Online or Offline working on the PCs at the TPC, so that registered



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students can perform practice at the location.

- h) Provide regular information to NTA regarding the student attending the practice and for what duration, ensure feedback from each of the student is uploaded on the NTA website.
- i) Receive remuneration/s from NTA, in leu for providing the committed equipment, manpower, infrastructure etc., for the conduct of Practice for the registered students at the Centre. The current rates of remuneration is at Annexure-I of this agreement,
- j) The remuneration received from NTA by the TPC shall be in total for the service provided to and shall not obligate NTA on any responsibility concerning running/maintaining of the TPC, for the said period.
- k) The TPC may recommend its student to register on the NTA website and once registered, the list shall be forwarded by the NTA to TPC and such students allowed to practice.
- l) Conduct no such parallel activity, which may be prejudicial to the interests of the said Scheme, or the NTA;
- m) Maintain records of the trainees and their regular attendance, feedback and share it with NTA, regularly;
- n) Provide the following minimum infrastructural facilities:
  - i. Computers with necessary software
  - ii. Local Area Network (LAN) or Internet at all PCs with minimum of 1 Mbps bandwidth.
  - iii. Power Backup for at least 30 Minutes of working.
  - iv. Labs/Rooms for TPC
  - v. Necessary furniture.
  - vi. Necessary manpower for ensuring uninterrupted working of all units.
- o) Not realize any kind of fee or cash from the candidate for the practice in any form whatsoever;

  
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### 3) Responsibilities of NTA:


The NTA May:

- a. From time to time issue, broad policies and Guidelines related to matters of Test Practice Centres, to TPCs.
- b. Issue instruction to a TPC concerning operationalization of practice.
- c. Send any of its official/s or representative/es to inspect a TPC regarding, operational matters and submit its report to Director General, NTA.
- d. Add more TPCs in the District/State and or withdraw allocation of a TPC, without assigning any reason to the existing TPC/s.
- e. Provide academic Content through Online or Offline to be used by registered students at TPC.
- f. Pay remuneration/s to TPC as per its policies applicable from time to time
- g. Have no legal, financial or any other responsibility towards employees/contractual personnel associated with the activities/ project;
- h. Keep a track of the number of students attending the practice and for what duration, at Test Practice Centre.
- i. Be responsible for the logistics and operational aspects of the Practice component of the said Scheme;

For all operational matters concerning working of TPC, the decision of the DG, NTA shall be final.

### 4) Force Majeure

In the event of non-fulfillment of the contract terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither the TPC nor NTA shall be held responsible for any loss or consequential loss.

  
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## 5) Indemnity


The TPC hereby agrees jointly and severally to indemnify NTA, their representatives, administrators and properties from and against all action, demands, proceedings, prosecutions, attachments, and the like arising out of its liabilities and all charges, taxes, etc.

## 5) Liabilities

- A) NTA shall not, however, be liable for:
  - a) any payments of claims by employees of the Test Practice Centre
  - b) discharging any financial commitments made by Test Practice Centre.
  - c) Any suit on account of demands for infringement of copyright and other laws by the TPC which have no nexus with the object of the MoU being entered into.
- B) NTA shall not be responsible in any way for any liabilities arising out of use of software at TPC. The TPC shall only be solely responsible.

## 6) Breach of Agreement

NTA shall have the right to terminate the agreement with the Test Practice Centre without giving any advance notice, in case the TPC either fails to provide the services successfully as mentioned in the agreement, or violates any of the clause mentioned in the MOU, or exploits the students or misuses the partnership with NTA in any way.

  
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**7) Amendment to the Agreement**

The obligation of the TPC and NTA have been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for alteration or modifications of this Agreement. These modifications/alterations will be mutually discussed and agreed upon in writing.


**8) Period of Validity**

Unless the agreement is withdrawn by NTA, this agreement shall be initially valid for one year from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties.

**9) Arbitration**

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations by the parties to the Agreement and in case, the matter is not settled mutually, the Arbitrators shall be appointed by the Director General, NTA.

For the Test Practice Centre

  
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Anandrao Dhonde Alias Babaji College  
(Kada Tal. Ashi Dist. Gad.)  
(Dr. Vidhate H. G.)



For NTA

\_\_\_\_\_  
Director General, NTA

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is made and executed at PUNE on this the 20<sup>th</sup> day of the month DECEMBER, in the year 2017.

### BETWEEN

**M/s. WINNER SOFTWARE PVT. LTD.,**

A registered company having its registered

Office at : \_\_\_\_\_

Through its Authorized signatory:

**SHRI. KISHORE NANA SHINDE**

Age about 39 years, Occupation : Business,

Residing at : Shastri Nagar, Kothrud,

Pune 411 038.

Hereinafter referred to as the **PARTY OF THE FIRST PART,**

### AND

(Name of the college/school/institute)

Through its Principal/Authorized person:

Shri/Ms. Dr. H. G. Vidhate

Age about 52, Occupation : Principal

Residing at : Anand Colony, Keral Road

Kada Tal - Ashi Dist Beed - 414202.

Hereinafter referred to as the **PARTY OF THE SECOND PART,**

**WHEREAS**, the party of the first part is engaged into the business of software development.

**WHEREAS** the party of the 2<sup>nd</sup> part is conducting online computer typing examinations i.e. GCC TUC examinations for Maharashtra State Council of Examination, Pune in and around the State of Maharashtra.

The party of the second part is engaged into running an educational institute i.e. school/college/institute under the name and style of Anandrao Dhorde Alias situated at Kada Tal - Ashi Dist Beed - 414202  
Babaji College Kada

**WHEREAS**, the party of the first part is in need of centre's throughout Maharashtra for conducting the aforesaid examinations and hence, the party of the first part approached the party of the second part and requested it through its authorized person to grant their school/college/institute premises temporarily for a period of 03 (three) years commencing from 01/01/2018 and shall conclude on 31/12/2020. That the said centre's shall be provided for conducting the examinations. That upon holding negotiations



with the party of the second party, the parties hereto have arrived at certain mutual terms, which the parties have decided to reduce the same into writing and hence have agreed to execute the present MOU on the following terms and conditions:

a). That the party of the second part shall provide its school/college/institute premises as and when required by the party of the first part for conducting the aforesaid examinations.

b). It is hereby agreed by and between the parties hereto that the party of the first part shall inform the party of the second part atleast 30 days prior to the date of examinations about the requirement of the premises. That the party of the second part hereby assures to make available their premises for the said examinations without any kind of excuses as and when required by the party of the first part.

c). That the party of the first part shall pay remuneration towards the said examinations as per the guidelines laid down by the Maharashtra State Council of Examinations, which shall be payable by the party of the first part to the party of the second part on or before 30 days after concluding the examinations. The party of the second part further undertake to furnish correct and unambiguous account number and other bank details in order to enable the party of the first part to make the necessary payments, failing which the requisite time of 30 days agreed for payment shall be extended in that proportion.

d). The party of the second part hereby undertake to provide the necessary equipments in good working conditions such as Computers, Inverters, Printers, Stationary, Internet connectivity, electricity backup and other incidental things necessary for conducting the examinations. The mock test of the said equipments are to be conducted prior to examinations and only upon the satisfaction of the party of the first part the said equipments shall be used for examinations.

e). The party of the second part shall also be under obligation to provide necessary security to the students and staff at the examination centre.

f). It is hereby agreed by party of the second part that the staff at the examination centre is to be provided by the party of the second part and also undertake to maintain the daily backup, attendance sheets of the students and staff, other data and handover the same online to the party of the first part on the day of the examination itself & the said data is required to be maintained by the party of the second part in CD, which shall be handed over to the party of the first part on the day of concluding the examinations. Apart from the data provided to the party of the first part, in addition thereto the party of the second part also undertake to maintain backup of the examinations and handover the same to the party of the first part as and when demanded by the party of the first part.

g). The party of the second part shall provide all the necessary information to the party of the first part in respect of the staff viz : their names, age, occupation, address, email id, contact numbers, photographs etc.,

h). It is hereby agreed and understood by and between the parties hereto, that the party of the first part shall be under obligation to pay the requisite amount to the party of the second part only and no other person/s shall be liable to claim any amounts from the party of the first part towards the said premises and the equipments used therein. Any such claims raised by any person/s in the name and on behalf of the party of the second part shall be made good by the party of the second part at their sole costs and consequences.

i). Any failure on the part of the party of the second part which would amount to delay or cancel the examinations, shall be compensated by the party of the second part. In such circumstances, the party of the second part shall not be entitled to claim any amounts from the party of the first part for whatsoever reason.

k). The party of the second part hereby assures that he/she/they are under strict obligation to maintain the secrecy and confidentiality in respect of the examinations to be held at their respective exam centre and even otherwise. The party of the second part further assures that any breach of the said condition would result into prosecution against him/her/them in the appropriate court of civil as well as criminal courts. Moreover the party of the first part shall be entitled to impose penalty in proportion of damages which would be required to undergo by the party of the first part.

l). The party of the second part will be required to verify the hardware configuration and software prerequisites at the examination centre.

m). In case the examination software requires updations, the party of the second part shall install the same by downloading the same from the portal.

n). The party of the second part shall not misuse, tamper the data in whatsoever manner. Any such act found to be done by the party of the second part, the party of the first part shall be entitled to claim & recover the damages in proportion of the same.

o). The party of the second part undertakes to remain present at the examination centre a day before the examinations are to be held and shall install the examination software and take the dummy test of the same and shall upload the result of the same upon the portal.

p). Any malpractice or breach on the part of the party of the second part, the party of the first part shall be entitled to take appropriate legal action against him/her/them and in such circumstances, the party of the second part shall bear the costs and consequences of the same.



q). Upon completion of the examination, the party of the second part shall uninstall the examination software from the college server etc., as the case may be and shall not use or misuse the same for whatsoever reason.

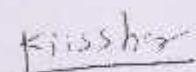
r). It is particularly agreed and understood by the party of the second part that the party of the second part is acting as an assistance / agent of the party of the first part and conduct the examination in the aforesaid manner strictly in the manner provided hereinabove. Any contradictory act done by the party of the second part shall give rise to the party of the first part to take appropriate legal action against the party of the second part.

s). Any rights of the party of the first part if not specifically enumerated in the present MOU shall not be considered as waiver of the same.


t). The addresses of the parties as mentioned in the caption of the present MOU are assured to be true and correct for the purpose of correspondence by the parties hereto. Any letter/ notice etc., issued on the said address shall be deemed to be served upon the opposite party.

u). Any disputes regarding the present agreed terms and other activities of the examinations shall be subject to the Pune Jurisdiction and the Courts in Pune shall have exclusive jurisdiction to try and decide such disputes.

**IN WITNESS WHEREOF**, the parties in order to confirm and ratify the aforesaid terms and conditions have set their respective hands on the day, date and the year first hereinabove mentioned.

  
For M/s. WINNER SOFTWARE PVT. LTD.,  
Its director : SHRI. KISHORE N. SHINDE.  
Party of the first part



  
SHRI/MS. \_\_\_\_\_ 20.12.2017.  
Party of the Second part, **PRINCIPAL**  
Anandrao Dhonde Alias Babaji College  
Kada, Tal. Ashli, Dist. Beed

