

MEMORANDUM OF UNDERSTANDING / AGREEMENT

This Memorandum of Undertaking is made on this day, the..... 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

..... (Name of the College/School)
.....(Address)..... (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) 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.

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

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;

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.

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.

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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For NTA

Director General, NTA

NOTIFICATION

December 4, 2018

We at NTA are thankful to all TPC institutions, for having contributed in a big way in running of TPC activity, an activity initiated by the Ministry of HRD, Govt of India.

We have received a number of complaints from TPCs, regarding implementation of Annexure-I of the MoU, which presently indicates, Payment terms as under:

“A TPC shall be operational for three hour a shift. On Saturdays one and Sunday’s two shifts shall be operated by the TPC. In a month 12 shifts shall be operational. An institute shall receive remuneration of Rs.15,000/- per month”

Accordingly at NTA, we revisited the MOU financials, at Annexure-I and noticed that during the month of September and October 2018, against the mandatory 12 Shifts a month, the TPCs were in fact not operational for 12 months. As in September, TPCs were operational for only 8 Shifts, similarly in October, TPCs were operational for only 6 shifts. Following what was conceived previously, a TPC shall be operational 12 shifts in a month and shall receive remuneration of Rs.15,000/- per month; a need was felt at NTA, to revise the financials for the TPCs. Therefore, in order give relief to TPCs, who have offered their services or are TPC who are going to offer such services to NTA, the NTA has revised the financials at Annexure-I of the MoU and we are pleased to inform you that modified and better financials, approved by the NTA, for all TPCs, as under:

A TPC enrolling candidate’s upto 70 shall be paid Rs.2000/- remuneration per shift and with enrolment higher than 70 a shift, shall be paid remunerations of Rs.3000/- per shift.

Accordingly, on the issue of disbursement by TPCs, of the revised remunerations received from NTA, the Head of the Institute, may make the payment, as under:

Total Remuneration per Shift	Head of the Institution	Nodal Officer per Shift	Helper (s) per Shift	Contingency & Institution
C1	C2	C3	C4	C5
2,000/-	650/-	400/-	250/-	700/-
3000/-	1000/-	600/-	375/-	1025/-

However, in line, with what is stated in the MoU and for smooth working of the activity, the Head of the Institute, may further revise remunerations under C2 to C5, as deemed fit. Meanwhile, in case there is saving after paying recommended remunerations, the funds should go to the Institute for the development of similar infrastructure.

May I further request all TPC institute for continued support, to serve the student community in your vicinity and provide them a platform, to practice and conduct of Mock Tests, at your institute.

Annexure-I

A candidate can practice maximum for 3 hours per session and for further practice has to register again. A TPC shall be operational for three hour a shift. On Saturdays one and Sundays two shifts shall be operated by the TPC. In a month 12 shifts shall be operational.

An institute may engage (i) one or more Nodal Officers in a shift, (ii) one or more Helpers in a shift and (iii) it shall be the overall responsibility of the Head of the institution to ensure the TPC activity takes place without difficulty.

An institute shall receive remuneration of Rs.15,000/- per month as under.

Total Remuneration per Month	Head of the Institution	Nodal Officer @ per Shift	Helper (s) per Shift	Contingency & Institution
C1	C2	C3	C4	C5
15,000/-	5000/-	400/-	250/-	2200/-

Accordingly, it is recommended (a) the Head of the Institute may receive remunerations as per C2, (b) Nodal Officer(s) per shift may receive as shown in C3 and (c) Helpers per a shift may receive as per C4; however, a contingency is required to be factored in for repairs, consumables, etc for smooth working of the activity and an amount as per C5 is recommended. In case there is a saving after paying recommended remunerations, the funds should go to the Institute for the development of similar infrastructure.

Funds allocated to an institute under column C1 are fixed and other payment allocations as shown in C2,3,4 & 5 are purely recommendary in nature and the Institute is free to redesign its payment norms for smooth functioning of the activities.