



मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद

प्रयागराज -211004 [भारत]

Motilal Nehru National Institute of Technology Allahabad

Prayagraj-211004 [India]

Website: <http://www.mnnit.ac.in>

Minutes of the Sixty-sixth [66<sup>th</sup>] meeting of the Board of Governors held on September 29, 2021 at 03:00 p.m. through On-line mode [on Google Meet] as well as Conference Room, Executive Development Centre, MNNIT Allahabad.

Following members of the Board of Governors attended the meeting.

1. Prof. Rajeev Tripathi Chairperson  
Director,  
Motilal Nehru National Institute of Technology Allahabad,  
Prayagraj – 211004
  
2. Shri Pawan Kumar Member  
Under Secretary (NITs), TS-III,  
Department of Higher Education,  
Ministry of Education,  
Government of India, Shastri Bhawan,  
New Delhi – 110115  
[Representative of the Economic Adviser (HE) MoE, Gol, New Delhi]  
[attended online]
  
3. Smt. Darshana M Dabral Member  
Joint Secretary & Financial Advisor,  
Integrated Finance Division,  
Department of Higher Education  
Ministry of Education,  
Government of India, Shastri Bhawan,  
New Delhi – 110115  
[attended online]
  
4. Prof. Neeraj Misra Member  
Professor, Department of Mathematics & Statistics  
Indian Institute of Technology, Kanpur, Kanpur 208 016  
[Nominee of Director, IIT Kanpur]

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| 5. | <b>Prof. Rakesh Narain</b><br>Professor, Department of Mechanical Engineering,<br>Motilal Nehru National Institute of Technology Allahabad,<br>Prayagraj – 211004                   | Member    |
| 6. | <b>Shri Rajesh Tripathi</b><br>Associate Professor, Department of Computer Science & Engineering<br>Motilal Nehru National Institute of Technology Allahabad,<br>Prayagraj – 211004 | Member    |
| 7. | <b>Dr. Sarvesh K Tiwari</b><br>Registrar<br>Motilal Nehru National Institute of Technology Allahabad,<br>Prayagraj – 211004   | Secretary |

The Chairperson extended a warm welcome to the members and thanked them for taking their time out to attend the meeting.

The Board was apprised that Shri Manish Kapoor was appointed as a member, Board of Governors of the Institute, as a nominee of the Government of Uttar Pradesh for a period of 3 years w.e.f. 13.09.2018 in terms of the Government of Uttar Pradesh letter No. 3647/Solah-1-2018-14(09)/2014 dated 13.09.2018. The term of appointment of Shri Manish Kapoor has come to an end on 12.09.2021 in terms of the provisions of the Section 12(a) of NITSER Act, 2007. The Board was further apprised that the new members from state, in terms of 11(d) of NIT Act, 2007, are yet to be appointed.

The Board highly appreciated the contributions made by Shri Manish Kapoor during his term as member of the Board of Governors.

The Board of Governors deliberated on the agenda items, and agenda item-wise proceedings are as under:

**Item No. 66.01 : [A] To confirm the minutes of the Sixty-fifth [65<sup>th</sup>] meeting of the Board of Governors held on 25.06.2021.**

**[B] To confirm the minutes of the Ninth [9<sup>th</sup>] Emergent meeting of the Board of Governors held on 13.08.2021.**



Resolution : [A] The Board of Governors considered the Institute proposal for confirmation of minutes of its Sixty-fifth [65<sup>th</sup>] meeting held on 25.06.2021 and noted that no comments have been received, from any of the members.

The Board of Governors, considering the above, resolved to confirm the minutes of its Sixty-fifth [65<sup>th</sup>] meeting held on 25.06.2021.

[B] The Board of Governors considered the Institute proposal for confirmation of minutes of its Ninth [9<sup>th</sup>] Emergent meeting held on 13.08.2021 and noted that no comments have been received, from any of the members.

Considering the above, the Board of Governors resolved to confirm the minutes of its Ninth [9<sup>th</sup>] Emergent meeting held on 13.08.2021.

Item No. 66.02 :

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[B] To report the action taken on the decisions taken in the Ninth [9<sup>th</sup>] Emergent meeting of the Board of Governors held on 13.08.2021.

Resolution :

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[B] The Board of Governors perused the action taken by the Institute on the decisions taken in its Ninth [9<sup>th</sup>] Emergent meeting held on 13.08.2021.

The Board of Governors resolved that action taken by the Institute on the decisions taken in its Ninth [9<sup>th</sup>] Emergent meeting of the Board of Governors, as circulated along with the agenda papers be noted, and taken on record.

**Item No. 66.03 : Directors' Report.**

**Resolution :** The Director presented the report, and apprised the Board of Governors about the activities and developments in the Institute, since the last meeting of the Board of Governors.

The Board of Governors expressed pleasure over the progress made by the Institute during the period.

The Board resolved that the presentation of the Director may be taken on record.

**Item No. 66.04 : To confirm and ratify the decision of the Chairperson, Board of Governors on:**

[A] Request of Dr. Dipayan Guha, Assistant Professor, Grade-II, Department of Electrical Engineering for attending International conference (via online mode).

[B] Request made by Mr. Manjeet Pratap, Junior Assistant, for accepting his resignation from the services of the Institute.

**Resolution :** [A] The Board of Governors noted the approval accorded by the Chairperson, Board of Governors on 03.08.2021 on the request made by Dr. Dipayan Guha, Assistant Professor, Grade-II, Department of Electrical Engineering for attending International Conference on Computing, Power and Communication





Technologies (GUCON 2021) to be held at Kuala Lumpur, Malaysia virtually from 24.09.2021 to 26.09.2021, for oral presentation of his paper titled "*Fractional-order Sliding Mode Controller applied for load frequency control of power system*" in the International Conference.

The Board of Governors resolved to confirm, and ratify the approval accorded by the Chairperson, Board of Governors, on the above.

[B] The Board of Governors noted the approval recorded by the Chairperson, Board of Governors, on the request made by Mr. Manjeet Pratap, Junior Assistant, for accepting his resignation from the service of the Institute w.e.f. 02.09.2021 [A.N]. [Approved by the Chairperson, Board of Governors, on 07.08.2021]

The Board of Governors resolved to confirm, and ratify the approval accorded by the Chairperson, Board of Governors, on the above.

**Item No. 66.05 :** To consider the request made by Dr. Vadthiya Narendar, Assistant Professor, Department of Electronics & Communication, for accepting his resignation from the services of the Institute.

**Resolution :** The Board of Governors considered the request made by Dr. Vadthiya Narendar, Assistant Professor, Department of Electronics & Communication for acceptance of his technical resignation from the services of the Institute w.e.f. 10.05.2018.

The Board of Governors noted that Dr. Vadthiya Narendar was permitted for retention of lien on the post of Assistant Professor w.e.f. 10.05.2018 for a period of two (2) years as per the Institute office-order No. 328/Estt./2018 dated 10.05.2018. The same was further granted extension of lien for 1 year w.e.f. 10.05.2020.

The Board of Governors, considering the above, resolved to accept the technical resignation of Dr. Vadthiya Narendar, from the services of the Institute w.e.f. 10.05.2018. Terminal benefits due on Dr. Vadthiya Narendar may be paid by the Institute as per admissible rules.

The Board of Governors resolved to accept the same.



Item No. 66.06 : [A] To consider and review the performance of the Institute in terms of the provisions of the Memorandum of Understanding (MoU) executed between the Institute and the Ministry of Education, for the First [1<sup>st</sup>] Quarter for the year 2021-22, i.e., from April, 2021 to June, 2021.

[B] To consider the details and status of the Audit Paras, Public Grievances and Parliamentary Assurances related to MNNIT Allahabad for the First [1<sup>st</sup>] quarter for the year 2021-22.

Resolution : [A] The Board of Governors considered the performance of the Institute in terms of the provisions of the Memorandum of Understanding (MoU) executed between the Institute and the Ministry of Education for the First [1<sup>st</sup>] Quarter of the year 2021-22, i.e., from April, 2021- June, 2021.

The Board of Governors reviewed the performance of the Institute on the various parameters as per Annexure-I of the MoU for the above-mentioned period. The Board noted the score and overall rating of the Institute as under:

Period	Consolidated Score	Rating
First Quarter of 2021-22 [i.e, April, 2021- June, 2021].	92.39	Excellent

The Board expressed its satisfaction on the performance of the Institute for the said periods.

The Board resolved that the Performance Report of the Institute for the First [1<sup>st</sup>] Quarter for FY 2021-22, along with the recommendations and the comments of the Board shall be sent to Ministry of Education as per clause (H) of the MOU.

[B] The Board of Governors considered the details/status of the Audit Paras, Public Grievances and Parliamentary Assurances related to MNNIT Allahabad for the First [1<sup>st</sup>] Quarter of the year 2021-22, [i.e. from April 1, 2021- June 30, 2021] as under:





Sl. No	Particulars	Received	Disposed	Pending
a.	Audit Paras [Outstanding]	Nil	Nil	Nil
b.	Public Grievances	8	8	Nil
c.	Parliamentary Assurances	Nil	Nil	Nil

The Board resolved to note, and take the above details on record.

**Item No. 66.07 :** To note the status of faculty positions lying vacant [especially in SC, ST, OBC and EWS category] in compliance of the Ministry of Education Letter F. No. 33-2/2021-TS.III (Pt.1), dated 25.08.2021 on the subject "*Special Drive to fill backlog vacancies on Mission Mode*"

**Resolution :** The Board of Governors was apprised that the Institute has received a letter [F. No. 33-2/2021-TS.III (Pt.1), dated 25.08.2021 on the subject "*Special Drive to fill backlog vacancies on Mission Mode*"] from the Secretary, Higher Education, Ministry of Education, Government of India, directing therein to place the status of faculty positions lying vacant [especially in SC, ST, OBC and EWS category] before the Board of Governors in its every meeting.

In compliance of the above communication from the Ministry of HRD, the Institute placed the status of faculty positions lying vacant, and apprised the Board of Governors that:

- i. The Institute has advertised the positions of Assistant Professor in various departments for Assistant Professor (Grade-II) – Academic Level 10 /11 (On contract) and Assistant Professor (Grade-I) – Academic Level 12, vide advertisement No.06/2019, dated August 28, 2019 and Advertisement No. 01/2021, Dated February 17, 2021.
- ii. The advertised Faculty position includes the vacancies lying vacant under SC, ST, OBC, and EWS category and also the respective backlog vacancies under each category.
- iii. For the said advertisement the Department level Screening of applications for various Department has been completed.





- iv. The term of appointment of the current Director, Prof. Rajeev Tripathi is up to October 06, 2021 and the Ministry of Education guidelines advising the Heads of Autonomous organization refrain the Director of the Institute from making selection at-least two months before the expiry of their term or retirement.

The Board, considering the above, resolved to note the status of the faculty positions lying vacant.

**Item No. 66.08 :** To consider the recommendations of the Senate on the list of the Degree recipients and Medal recipients of the Eighteenth [18<sup>th</sup>] Annual Convocation of the Institute.

**Resolution :** The Board of Governors considered the recommendations of the Seventy-second (72<sup>nd</sup>) meeting of the Senate held on 10.08.2021, on the list of students who have completed all the requirements to receive UG, PG and Ph.D. degrees and Medals, to be awarded by the Institute in the Eighteenth [18<sup>th</sup>] Annual Convocation of the Institute proposed to be held during October to December, 2021.

The Board also considered the recommendations of the Senate to authorize the Chairman, Senate to approve the award of Ph. D. degrees to those students, whose Ph. D. Oral Boards are completed upto three days before the date of Convocation after finalization of date of Eighteenth [18<sup>th</sup>] Annual Convocation.

The Board of Governors resolved to approve the recommendations of the Seventy-second (72<sup>nd</sup>) meeting of the Senate held on 10.08.2021, on list of degree (UG, PG and Ph.D.) and Medal recipients to be awarded in the Eighteenth [18<sup>th</sup>] Annual Convocation of the Institute.

The Board also authorize the Chairman, Senate to approve the award of Ph. D. degrees to those students, whose Ph. D. Oral Boards are completed upto three days before the date of Convocation after finalization of date of Eighteenth [18<sup>th</sup>] Annual Convocation and to notify the same accordingly. The approval accorded by the Chairman, Senate is to be put up for ratification in the next meeting of the Board of Governors.



The Board resolved to confirm the resolution on this agenda item and authorize the Institute to take action immediately.

**Item No. 66.09 :** To consider the recommendations of the Senate regarding renaming of the M.Tech. (Software Engineering) programme as M.Tech. Computer Science & Engineering in (Artificial Intelligence & Data Sciences).

**Resolution :** The Board of Governors considered the recommendations of the Senate regarding renaming of the M.Tech. (Software Engineering) programme as M.Tech. Computer Science & Engineering in (Artificial Intelligence & Data Sciences) programme of the Institute.

The Board was apprised that the proposed M.Tech. Computer Science & Engineering in (Artificial Intelligence & Data Sciences) course shall commence from the academic session 2021-22 (Odd Session).

The Board was further apprised that there would neither be any addition in number of seats nor any additional financial implications due to renaming of the said M.Tech. programme.

The Board of Governors, considering the above, resolved to accept and approve the recommendations of the Senate on renaming of the M.Tech. (Software Engineering) programme as M.Tech. Computer Science & Engineering in (Artificial Intelligence & Data Sciences) programme of the Institute.

**Item No. 66.10 :** [A] To consider the proposed Memorandum of Understanding (MoU) for exploring industry academia collaboration in the field of research & development to be executed between MNNIT Allahabad and ITI Limited, Bangalore.

[B] To consider the proposed Memorandum of Understanding (MoU) to promote educational and research activities to be executed between MNNIT Allahabad and Rajkiya Engineering College, Ambedkar Nagar, U. P.





**Resolution** : [A] The Board of Governors considered the proposal of the Institute along with the draft Memorandum of Understanding (MoU) for exploring industry academia collaboration in the field research & development to be executed between MNNIT Allahabad and ITI Limited, Bangalore in the following areas:

- i. Joint collaborative research projects in cutting edge technology.
- ii. Joint organization of technical meetings, international workshops, conferences, seminars, faculty development programs, symposia etc.
- iii. Exchange of faculty members and students for mutually agreed duration and terms and conditions.
- iv. Organize joint training programme(s) for the third party based on the technology developed through this collaboration.
- v. To encourage students of MNNIT Allahabad to come for internship at ITI Limited.
- vi. Helping in consultancy projects in areas of mutual interest.
- vii. Carry out research & development to bring out products with innovative technology that can be mass manufactured.
- viii. Sharing of the expertise and resources between the two parties for designing & creation of test beds for technologies like 5G, IoT&IIoT, AI, MI & Robotics, Radio & Satellite applications and for development of new technology of optical fiber components.
- ix. Preparation and execution of joint research projects to improve the state-of-art technology in the field of optical fiber devices and components for optical communication systems using futuristic technologies.
- x. Conducting training programmes in niche areas like Integrated Circuit design (IC), communication and cybersecurity by exploring joint research activities.
- xi. Setting up of Centre of Excellence for collaborative work in the areas of new technology.
- xii. To work with DoT for making standards.





The Board of Governors noted that the proposed MoU has no Financial Commitments on the parts of the Institute and any IPR generating out of the proposed MoU shall be governed as per the IPR policy of the Institute.

The Board of Governors resolved to accept and approve the proposal of the Institute for entering into Memorandum of Understanding (MoUs) for exploring industry academy collaboration in the field Research & Development to be executed between MNNIT Allahabad and ITI Limited, Bangalore.

A copy of the draft MoU as approved by the Board of Governors is at **ANNEXURE-I**

[B] The Board of Governors considered the proposal of the Institute along with the draft of Memorandum of Understanding (MoU) for promoting educational and research activities to be executed between MNNIT Allahabad and Rajkiya Engineering College, Ambedkar Nagar, U.P. in the following areas:

- (i) Continuing Quality Improvement Programmes to improve quality of teaching staff at RECA through short-term/long-term certificate courses at MNNIT Allahabad.
- (ii) Visit of MNNIT Allahabad faculty to RECA for necessary guidance and advice.
- (iii) Academic interaction through the delivery of expert/special lectures at RECA on topics of industrial relevance.
- (iv) Help in organizing conferences/seminars/workshops and personality and skill development programmes for the faculty, staff and students of RECA.
- (v) Provide necessary support for the establishment of video-satellite/internet links and assistance in developing smart class rooms, laboratories, modification of curricula, research laboratories, library, training and placement cell at RECA.
- (vi) Usage of the academic infrastructure of MNNIT Allahabad by the faculty and students of RECA.
- (vii) Summer projects/training for third year students of RECA at MNNIT Allahabad.
- (viii) Facilitation of training for faculty and students of RECA.



- (ix) Guidance in infrastructural development of RECA.
- (x) Joint supervision of M.Tech. and Ph. D. dissertation/thesis as per MNNIT/AKTU norms.

The Board of Governors noted that the proposed MoU has no Financial Commitments on the parts of the Institute and any IPR generating out of the proposed MoU shall be governed as per the IPR policy of the Institute.

The Board of Governors, directed that the Institute before executing the MoU may confirm that the organization with whom the MoU is proposed has not been blacklisted and none of the activities proposed to be conducted under MoU are detrimental to the interest of the Institute.

The Board of Governors, subject to the above observations, resolved to accept and approve the proposal of the Institute for entering into Memorandum of Understanding (MoU) for promoting educational and research activities to be executed between MNNIT Allahabad and Rajkiya Engineering College, Ambedkar Nagar, U.P.

A copy of the draft MoU as approved by the Board of Governors is at ANNEXURE-II.

Item No. 66.11

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Resolution :

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**Item No. 66.12 :** To consider the request of Shri Uma Shankar, former Joint Registrar of the Institute for grant of Grade pay of ₹8700/-w.e.f 19.12.2016 i.e. on completion of five years of service in the Grade Pay of ₹7600/-.

**Resolution :** The Board of Governors considered the request of Shri Uma Shankar, former Joint Registrar of the Institute for grant of Grade pay of ₹8700/-w.e.f 19.12.2016 i.e. on completion of five years of service in the Grade Pay of ₹7600/-.

The Board was apprised of the following in the matter that:

- i. Shri Uma Shankar was an employee of the Institute since 19.12.2006 and was working as Deputy Registrar in PB-3 & G.P. of ₹7600/- w.e.f. 19.12.2011.
- ii. A request of Shri Uma Shankar for grant of Grade Pay of ₹8700/- w.e.f. 19.12.2016 i.e. from the date of completion of five years of service in the Grade Pay of ₹7600/- was placed before Board of Governors of the Institute in its Fifty-seventh [57<sup>th</sup>] meeting held on 12.04.2019 vide item No. 57.15, wherein the Board resolved that the same shall be considered as per the current Recruitment Rules, i.e. Recruitment Rules(2019) for Non-Teaching posts in the NITs communicated by the Ministry of Education vide letter No.F.35-5/2018-TS.III dated 20.02.2019. The Board also resolved that the same shall be effective from the date of approval of the recommendations of the DPC by the Board of Governors.
- iii. The Recruitment Rules (2019) for the Non-teaching posts in the NITs communicated by the Ministry of Education vide letter dated 20.02.2019 for the post of Deputy Registrar, provides that after five years of service as Deputy Registrar with Grade Pay of ₹7600/-, the incumbent will be assessed by Departmental Promotion Committee (DPC) for moving to the higher grade in PB-4 (₹37400-67000/-) with Grade Pay of ₹8700/- and re-designated as Joint Registrar (personal to the incumbent).
- iv. On the recommendation of the DPC and its approval by the Board of Governors. Shri Uma Shankar was granted Grade Pay of ₹8700/- and re-designated as Joint Registrar w.e.f. 31.10.2020.



- v. Shri Uma Shankar vide his letter dated 01.02.2021 has requested for grant of GP ₹8700/- w.e.f. 19.12.2016. In his request he has stated that his case of financial upgradation is covered by Recruitment Rules of 2014 issued vide MoE letter No. F.33-21/2012-TS-III dated 05.02.2014, which provides that after five years of service as Deputy Registrar with Grade Pay of ₹7600/-, the incumbent will automatically move to the higher Grade Pay of ₹8700/- with the same designation.
- vi. The above request of Shri Uma Shankar was sent to the Ministry of Education vide letter No. 759/Estt.-1/2021, dated 15.03.2021 and letter No. 111/Estt.-1/2021, dated 10.06.2021, for giving suitable clarification regarding whether the benefit of grade pay of ₹8700/-, may be allowed to Shri Uma Shankar after completion of five years of service i.e. 19.12.2016 in the grade pay of ₹7600/- or not.
- vii. In response, the Ministry of Education vide letter No. F.No. 2-5/2021-TS-III dated 07.07.2021 has requested to examine the case of Shri Uma Shankar as per recruitment Rules (2014) for Non-Teaching posts in NITs and place the status for consideration before Board of Governors of the Institute.
- viii. Shri Uma Shankar was issued a show cause notice, whose disposal was pending during the period of his claim.

The Board of Governors, in consideration of the above, resolved that the complete details in the matter may be sent to the Ministry of Education for clarification and further directions.

**Item No. 66.13 :** To consider the request of Shri Uma Shankar, former Joint Registrar for extending the benefit of Old Pension Scheme under CCS(Pension) Rules 1972, in light of the Office Memorandum No. 28/30/2004-P&PW (B), dated 11.06.2020 issued by the DoP&PW, Ministry of Personnel, Public Grievance & Pension, Government of India.

**Resolution :** The Board of Governors considered the request of Shri Uma Shankar, former Joint Registrar for extending the benefit of Old Pension Scheme under CCS(Pension) Rules 1972, in light of the Office Memorandum No. 28/30/2004-P&PW (B), dated 11.06.2020





issued by the DoP&PW, Ministry of Personnel, Public Grievance & Pension, Government of India.

The Board was apprised of the following in the matter:

- i. Shri Uma Shankar, joined MNNIT Allahabad on 19.12.2006. Before joining, MNNIT Allahabad he has worked at Kumaon Engineering College Dwarahat, District- Almora (Uttarakhand) from 04.09.1998 to 18.12.2006. He was issued NOC for his application to MNNIT Allahabad and on selection he was relieved by Kumaon Engineering College Dwarahat. Shri Uma Shankar was covered under GPF Scheme at KEC Dwarahat.
- ii. On his request, a request was made to his previous organization for transfer of pro-rata pension liability for the period of service rendered by him as Assistant Registrar from 04.09.1998 to 18.12.2006. However, the pro-rata pensionary liabilities were not transferred to the Institute, till date.
- iii. Subsequent to the issue of O.M. No. 28/30/2004-P&W (B) dated 11.06.2020 by the DoP&PW, Ministry of Personnel, Public Grievance & Pension, Government of India, Shri Uma Shankar requested that benefit of switch over from NPS to old Pension Scheme may be granted to him without counting of past service/without transfer of Pro-rata pensionary liability from his previous organization, referring the said DoP&PW O.M. dated 11.06.2020.
- iv. The Institute considering his request noted that till date the capitalized value of pension and gratuity for the services rendered by Shri Uma Shankar in Kumaon Engineering College has not been received by the Institute. Therefore, the request of Shri Uma Shankar for admitting him in the Old Pension Scheme from the date of joining was considered, but not acceded to, as he does not fulfill the above conditions. The decision of the Institute was communicated the Shri Uma Shankar.
- v. Shri Uma Shankar was also informed that his request for extending benefits of the Old Pension Scheme under CCS (Pension) Rules 1972, may be considered, if and only if, the terminal benefits shall be transferred to the MNNIT Allahabad by his previous organization and subject to fulfillment of all other conditions of counting of such past service in terms of DPAR's OM dated





29.08.1984 read with the DoP&PW OM dated 01.02.1986 as amended from time to time.

The same was communicated to Shri Uma Shankar vide letter No. 495 dated 26.08.2020.

- vi. Shri Uma Shankar, once again vide letter No. NIL dated 27.08.2020 contested that the O.M. dated 11.06.2020 deals with two aspects, a) Counting of past service, and b), Option to switch over from NPS to Old Pension Scheme.

He further contested that Point one has been dealt in above letter and point two is not considered. The benefit of point a) is under the control of my past employer which is getting delayed and it is under litigation with my previous employer (BTKIT Dwarahat).

The benefit of point b) is under the control of present employer. There is no point to deny the benefit of switch over from NPS to Old Pension Scheme due to wanting of the pro rata pension liability from previous Institution. The para 5 and 6 of the said OM is related to switch over from NPS to Old Pension Scheme and it may be allowed. Counting of past service may be taken up on receipt of pro rata pension liability from my previous employer. Due to further delay, I will be suffering from financial hardship after my retirement which is to fall on 31.10.2020.

- vii. The request of Shri Uma Shankar, with details in the matter was forwarded to the Under Secretary, Ministry of Education for seeking clarification in the matter vide letter No. 571/Reg. Off./2020-21 dated 11.01.2021 and letter No. 112 dated 10.06.2021/Estt.-1/2021 dated 10.06.2021.
- viii. The Ministry vide letter No. F. No. 2-5/2021 TS-III dated 21.07.2021 has communicated to examine the case of Shri Uma Shankar as per provisions contained in Department of Pension and Pensioners' Welfare's O.M. No. 28/30/2004-P&PW (B) dated 11.06.2020 and place the matter before Board of Governors of the Institute for Consideration.

The Board, considering the above, noted that that the para 5 of the O.M. dated 11.06.2020 of DoP& PW provides that:



*"It has been decided that those employees who joined Central Government / Central Autonomous body under NPS during 1.1.2004 to 28.10.2009 after submitting technical resignation from Central Govt / Central Autonomous Body or a State Government / State Autonomous Body and who fulfil the conditions for counting of past service in terms of this Department's O.M. dated 28.10.2009, may be given an option for induction in old pension scheme and to get their past service rendered in the Central / State Government or Central / State Autonomous Body counted for the purpose of pensionary benefit on their final retirement from the Central Government / Central Autonomous Body, subject to fulfilment of all other conditions of counting of such past service in terms of DPAR's O.M. dated 29.8.1984 read with this Department's O.M. dated 7.2.1986 as amended from time to time."*

*The condition of counting of past service as enumerated in DPAR's O.M. dated 29.8.1984 read with O.M. dated 7.2.1986 of the DoP&PW, provides that pro-rata pension liability is required to be transferred in lump-sum from the previous organization.*

The Board of Governors also noted the pro-rata pensionary liabilities of Shri Uma Shankar was not transferred from his provisions organization (Kumaon Engineering College Dwarahat).

The Board, in consideration of above, resolved that there are no merits in the request made by Shri Uma Shankar, and therefore, resolved to turned down his request.

Item No. 66.14

Resolution

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Item No. 66.15 : [A] To note the minutes of the Thirty-fifth [35<sup>th</sup>] meeting of the Building and Works Committee held on 12.08.2021.

[B] To note the minutes of the Sixty-first [61<sup>st</sup>] meeting of the Finance Committee scheduled to be held on 29.09.2021.

[C] To consider the recommendations of the Sixty-first [61<sup>st</sup>] meeting of the Finance Committee scheduled to be held on 29.09.2021 on the proposal of the procurement of Internet Core Switch with an estimated cost of ₹ 3.60 Crores, to be met from the funds under the Internal Revenue Generation of the Institute.

Resolution : [A] The Board of Governors considered the minutes and the recommendations of the Thirty-fifth [35<sup>th</sup>] meeting of the Building and Works Committee held on 12.08.2021.

A copy of the minutes of the Thirty-fifth [35<sup>th</sup>] meeting of the Building and Works Committee is at ANNEXURE-III.

The Board was apprised that no matter relating to new work was considered in the said meeting of the Building & Works Committee.

The Board of Governors resolved to note and take on record the minutes of the Thirty-fifth [35<sup>th</sup>] meeting of the Building and Works Committee held on 12.08.2021.

[B] The Board of Governors considered the minutes of the Sixty-first [61<sup>st</sup>] meeting of the Finance Committee held on 29.09.2021.





A copy of the minutes of the Sixty-first [61<sup>st</sup>] meeting of the Finance Committee is at ANNEXURE-IV.

The Board of Governors resolved to note and take on record the minutes of the Sixty-first [61<sup>st</sup>] meeting of the Finance Committee held on 29.09.2021.

[C] The Board of Governors noted the recommendations of the Sixty-first [61<sup>st</sup>] Finance Committee vide resolution on item No. 61.03 on the proposal of the procurement of Internet Core Switch with an estimated cost of ₹ 3.60 Crores, to be met from the funds under the Internal Revenue Generation of the Institute. The Board noted that the Finance Committee has recommended to accept the proposal.

The Board resolved to approve the above recommendations of the Finance Committee vide resolution on item No. 61.03 on the proposal of the procurement of Internet Core Switch with an estimated cost of ₹ 3.60 Crores, to be met from the funds under the Internal Revenue Generation of the Institute.

Item No. 66.16 : To consider the proposed Memorandum of Understanding (MoU) for exploring industry research collaboration in the field of Research & Development to be executed between MNNIT Allahabad and PPGCL.

Resolution : The Board of Governors considered the proposal of the Institute along with the draft Memorandum of Understanding (MoU) for exploring industry research collaboration in the field of Research & Development to be executed between MNNIT Allahabad and PPGCL in the following areas:

- i. Technical support and expertise of MNNIT experts may be taken on environmental, water, plant technical issues as well as for switch-yard civil structural study, stability studies, etc.
- ii. The parties shall also collaborate for up-gradation of IT systems in PPGCL, including introduction of new technologies like Data Analytics, Artificial Intelligence (AI), Machine Learning and Robotics with emphasis on improvement in Power Plant Technologies and facilitating



better decision making. The parties shall agree and enter into modalities for the same, as per and if the need may so arise at any time hereinafter.

- iii. PPGCL and MNNIT shall also collaborate for facilitating joint thesis/ research projects and special projects on power plant problems, energy and allied technologies including renewables to be done by B.Tech. / MTech. Students and research scholars.
- iv. PPGCL shall provide experts with industry experience as guest faculties for taking special lectures on special events and occasions explaining power plant practical aspects and best industry practices for the benefit of MNNIT students.
- v. The parties shall explore opportunities for development of courses and curriculums customized to industry requirements, especially in the field of Power Plant Technologies.
- vi. Plant visit, vocational training programs and other activities of non-commercial nature which will facilitate to study of MNNIT students/researchers shall be arranged at PPGCL.
- vii. The parties shall in furtherance of their respective interest, pursue collaboration for development of new products and technologies, joint publications and patents/intellectual property rights in power plant technologies and allied areas.
- viii. PPGCL may, if it may so desire, provide sponsorship for technical fests, exhibitions/cultural programs, sports events, institute journals and souvenirs, etc. at MNNIT & may organize quizzes, debates, or other such programs for the academic and co-curricular development of the students of MNNIT.



- ix. Every year, celebration of Engineers Day, National Technology Day, World Environment Day, etc. may be taken up the parties jointly or severally.
- x. Quality testing may be carried out by MNNIT at or on behalf of PPGCL as per requirement.
- xi. The parties shall on best effort basis also pursue collaborative ventures in grass roots technologies targeted at the development of people and areas in the vicinity of PPGCL units through the Community Development (CD) and Corporate Social Responsibility (CSR) programs of PPGCL.
- xii. Any other program or partnership may be taken up jointly by mutual consensus of CEO (PPGCL) & Director (MNNIT).

The Board of Governors noted that the proposed MoU has no Financial Commitments on the parts of the Institute and any IPR generating out of the proposed MoU shall be governed as per the IPR policy of the Institute.

The Board of Governors subject to the above observations, resolved to accept and approve the proposal of the Institute for entering into Memorandum of Understanding (MoUs) for exploring industry research collaboration in the field of Research & Development to be executed between MNNIT Allahabad and PPGCL.

A copy of the draft MoU as approved by the Board of Governors is at ANNEXURE-V.

Item No. 66.17 : To consider the request of the Department of Applied Mechanics of the Institute for grant of permission for organizing an International Conference on Advancements in Interdisciplinary Research (AIR-2022) during May 6-7, 2022 via Online mode.






**Resolution :** The Board of Governors considered the request of the Department of Applied Mechanics of the Institute for grant of permission for organizing an International Conference on Advancements in Interdisciplinary Research (AIR-2022) during May 6-7, 2022 via Online mode.

The Board was apprised that as per requirement of the Ministry of Education for grant of permission of the Ministry, approval of Board for organizing such conferences is required.

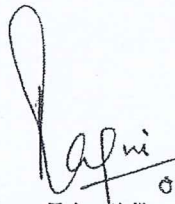
The Board of Governors noted that the proposed International Conference is self-financed and involves no financial implications on the part of the Institute.

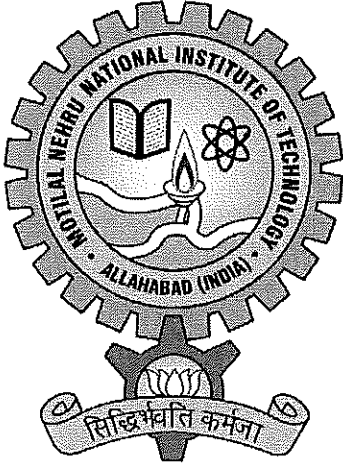
The Board of Governors, considering the above, resolved to accept and approve request of the Department of Applied Mechanics of the Institute for grant of permission for organizing an International Conference on Advancements in Interdisciplinary Research (AIR-2022) during May 6-7, 2022 via Online mode. The proposal will now be submitted to the Ministry of Education for approval.

The meeting ended with thanks to the Chair.

  
05/1x/2021  
[Sarvesh K Tiwari]  
Registrar/ Secretary

Approved

  
05/1x/21.  
[Rajeev Tripathi]  
Director, MNNIT Allahabad  
&  
Chairperson, Board of Governors  
MNNIT Allahabad



**MEMORANDUM OF UNDERSTANDING**

between

**MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY  
ALLAHABAD**

**Prayagraj – 211004, U.P.**

and

**ITI LIMITED, BANGALORE**

**ITI Bhavan, Dooravaninagar,  
Bengaluru – 560016 Karnataka**

*[Handwritten signature]*

## Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and executed on **Date ("Effective Date")** at Prayagraj (**place**), Uttar Pradesh.

### BETWEEN

Motilal Nehru National Institute of Technology Allahabad, an Institute of National Importance under Ministry of Education, Government of India established under NIT Act 2007, situated at Prayagraj, Uttar Pradesh hereinafter referred to as MNNIT Allahabad.

### AND

ITI Limited, Registered & Corporate Office: ITI Bhavan, Dooravaninagar, Bangalore, Karnataka is a public sector undertaking in the telecommunications technology segment hereinafter referred to as ITI Ltd, Bangalore.

**ITI LIMITED** (formerly known as Indian Telephone Industries Limited), referred as **ITIL**, principal place of business at ITI Bhavan, Dooravaninagar, Bangalore-560016, Karnataka, INDIA is a public sector undertaking under Ministry of Communications.

(hereinafter jointly referred to as "the Parties" and singularly as "party")

For the purpose of this MoU the parties have identified the following areas of mutual interest. The areas can be further expanded and diversified with the mutual consent of the parties.

#### **Article 1 : Objectives of the MoU**

- i. Joint collaborative research projects in cutting edge technology.
- ii. Joint organization of technical meetings, international workshops, conferences, seminars, certification based courses, faculty development programs, symposia etc. For internal employees and external Candidates
- iii. Exchange of faculty members and student's/Research scholars for mutually agreed duration and terms and conditions.
- iv. Organize joint training programme(s) for the third party based on the technology developed through this collaboration.
- v. To encourage students of MNNIT to come for internship at ITI Limited.
- vi. Helping in consultancy projects in areas of mutual interest.

#### **Article 2 : Technical Areas of collaboration**

- i. Carry out research & development to bring out products with innovative technology that can be mass manufactured.
- ii. Sharing of the expertise and resources between the two parties for designing & creation of test beds for technologies like 5G, IoT & IIoT, AI, MI & Robotics, Radio & Satellite applications and for development of new technology of optical fiber components.
- iii. Preparation and execution of joint research projects to improve the state-of-art technology in the field of optical fiber devices and components for optical communication systems using futuristic technologies.
- iv. Conducting training programmes in niche areas like Integrated Circuit design (IC), communication and cyber security by exploring joint research activities.



- v. Setting up of Centre of Excellence for collaborative work in the areas of new technology.
- vi. Facilities of both viz. ITIL and MNNIT may work together for designing and organising FDP/MDP/EDP.
- vii. Faculty of MNNIT may utilise the ITI infra/labs etc., for their development.
- viii. MNNIT to train the trainers of ITI internal resource persons on mutual discussions on case-to-case basis.

A third party can be an individual or legal entity that is not directly involved in the execution of a MoU to whom the products, services etc., can be rendered by the signed authorities as part of technology transfer or licensing.

### **Article 3 : General Terms and Conditions**

- i. Technology developed jointly shall be shared with the third party after mutual consent of both the parties.
- ii. Benefits (in terms of research publications, IPR, profits etc.) arising out of technology developed jointly shall be shared on mutually agreed terms and conditions on case to case basis.
- iii. Both the institutions will share the cost of filing and maintaining the patents, unless otherwise specifically agreed upon. The commercialisation of the IPR will be on a mutually agreed case-to-case basis.
- iv. Any project assigned to MNNIT Allahabad by ITI Limited, Bangalore shall be on mutually agreed terms and conditions and team of researchers shall consist of representatives from ITI Limited, Bangalore and MNNIT Allahabad. The technological details of the project shall be made available to ITI Limited, Bangalore.
- v. There shall be no financial obligation of MNNIT Allahabad and ITI Limited, Bangalore, if any, for loss or damage arising out of the activities under this MoU.
- vi. Any dispute arising out of this agreement shall be referred to a sole arbitrator to be appointed by the Director, MNNIT Allahabad in consultation with the CMD, ITI Limited, Bangalore. The award of the arbitrator shall be final, conclusive and binding on both the parties.
- vii. The internship programme will be limited to the enrolled students of MNNIT. All student interns shall work on mutually agreed projects under joint supervision of MNNIT faculty and ITI Officials, and shall abide by the conduct rules and regulations of ITI Ltd during their stay.

### **Article 4 : Confidentiality**

- i. ITI Limited and MNNIT Allahabad agree to hold in confidence all information/ data designated by the parties as being confidential which is obtained from either party or created during the performance of the MoU and will not disclose the same to any third party without written consent of the other party.



- ii. The above confidential clause under this MoU excludes the information/data possessed by either party before entering into this MoU or independently developed and/or information already available through public domain.

**Article 5 : Amendments**

Amendments to this Memorandum of Understanding may be proposed either by the undersigned or their successors, and shall become effective only if agreed in writing by the undersigned or their successors.

**Article 6 : Clause of Arbitration**

In case of dispute arises between CPSEs and government Departments/Organizations, ITI Ltd. being a CPSE under DoT as per DPE guidelines, follows Permanent Machinery of Arbitration (PAM) which comes under Office Memorandum (OM) released by Dept. of Public Enterprises vide OM NO: 4(1)/2011-DPE (PMA)-GL dated 12.06.2013, No. 4(1)/2013-DPE(PMA) dated 24.03.2014, No. 4(1)/2011-DPE (PMA) dated 26.03.2014, No. 4(1)/2013-DPE (PMA)/FTS-1835 dated 11.04.2017 and No. 4(1)/2013-DPE(GM)/FTS-1835. The same dispute settlement machinery will be followed.

All the OMs would be applicable which are issued by the Government from time to time and incase of any inconsistency, the clarification issued by the Government would be binding.

**Article 7 : Liability**

Each party takes reasonable care and precaution in fulfilling the spirit of this MoU. No other liabilities are applicable unless explicitly agreed before in writing by the authorized persons.

**Article 8 : Commencement, Duration and Termination of MoU**

- i. This MoU shall be valid for a period of **five years** commencing from **Date** and can be further extended by the mutual consent of both the parties in writing after a fair assessment of the previous MoU.
- ii. This MoU may be amended, renewed and terminated by mutual written agreement of the parties at any time.
- iii. Either party shall have the right to terminate this MoU upon 90 days prior written notice to the other party.

**Article 9 : Nodal Officer**

Both parties will designate persons who will have responsibility for co-ordination and implementation of this agreement.

**Article 10 : Financial Responsibility**

Financial obligations for collaborative activities shall be mutually agreed upon on case to case basis.



**Article 11 : Intellectual Property Rights**

The intellectual property rights (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case to case basis and will be consistent with officially laid down IPR policies of the two parties.

**Article 12 : Signed in Duplicate**

This MoU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the parties, acting by their duly authorized officers, have cause this Memorandum of Understanding to be executed, effective as of the day and year first above written.

---

**IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed this Memorandum of Understanding.**

Done at MNNIT Allahabad on the .....day of ..... in two originals.

**Accepted and Agreed**

**FOR AND ON BEHALF OF  
MNNIT ALLAHABAD**

**FOR AND ON BEHALF OF ITI  
LIMITED, BANGALORE**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**

**WITNESS (1)**

**WITNESS (1)**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**

**WITNESS (2)**

**WITNESS (2)**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**





**MEMORANDUM OF UNDERSTANDING (MOU)**  
**BETWEEN**  
**MOTILAL NEHRU NATIONAL INSTITUTE OF**  
**TECHNOLOGY ALLAHABAD**  
**AND**  
**RAJKIYA ENGINEERING COLLEGE, AMBEDKAR NAGAR**

This MOU is entered into on the .....day of.....2021 by and between the Motilal Nehru National Institute of Technology Allahabad (hereinafter called MNNITA) situated at Prayagraj, Uttar Pradesh, and a National Institute of National Importance established through the National Institute of Technology Act 2007 promulgated by the Parliament of the Republic of India

and

the Rajkiya Engineering College Ambedkar Nagar (hereinafter called RECA), an engineering college established by the Government of Uttar Pradesh and affiliated under the Dr. A.P.J Abdul Kalam Technical University (AKTU), Lucknow.

The aforesaid institutions are hereinafter referred to individually as *Institute* and collectively as *Institutes*.

**1. Objectives of MOU**

The objectives of the MOU are:

- a) To enhance and promote academic interests between **MNNITA** and **RECA**,



- b) To provide advice and guidance for implementation of quality education at **RECA**,
- c) To encourage bright and meritorious students of **RECA** to join **MNNITA** for post-graduate studies, and
- d) To promote continuing education and research activities between the institutions.

## **2. Technical Areas of Collaboration**

- a) Continuing Quality Improvement Programmes to improve quality of teaching staff at **RECA** through short-term/long-term certificate courses at **MNNITA**,
- b) Visit of **MNNITA** faculty to **RECA** for necessary guidance and advice,
- c) Academic interaction through the delivery of expert/special lectures at **RECA** on topics of industrial relevance,
- d) Help in organizing conferences/seminars/workshops and personality and skill development programmes for the faculty, staff and students of **RECA**
- e) Provide necessary support for the establishment of video-satellite/internet links and assistance in developing smart class rooms, laboratories, modification of curricula, research laboratories, library, training and placement cell at **RECA**,
- f) Usage of the academic infrastructure of **MNNIT** by the faculty and students of **RECA**,
- g) Summer projects/training for third year students of **RECA** at **MNNITA**,
- h) Facilitation of training for faculty and students of **RECA**,
- i) Guidance in infrastructural development of **RECA**,
- j) Joint supervision of M Tech and Ph D dissertation/thesis as per **MNNITA/AKTU** norms.



### 3. Proposed Modes of Collaboration

**MNNITA** and **RECA** propose to collaborate through the following

- a) Cooperation and promotion of education, research, and training in areas of mutual interest,
- b) Any other appropriate mode of collaboration and interaction agreed upon between the institutes.

A specific plan of collaboration will be worked out by the *Institutes* depending upon availability of resources. A specific agreement will be entered into for each activity.

### 4. Terms and Conditions:

- a) The cost of development of infrastructure at **RECA** shall be borne by **RECA**,
- b) For organizing continuing education programs for faculty and students of **RECA** the required financial expenses shall be reimbursed by **RECA** on mutually agreed terms,
- c) The travel and other related expenses for the faculty and staff of **MNNITA** visiting **RECA** for advice and consultancy shall be reimbursed by **RECA** on mutually agreed terms,
- d) **The institutes** shall facilitate and support faculty and students visiting the institutes for their academic development, by providing accommodation in Guest House and/or Hostels.
- e) **MNNITA** shall facilitate the short-term use of its library by the faculty and students of **RECA**,
- f) Use of the academic infrastructure of **MNNITA** shall be allowed for limited period subject to its availability on the approval of the Head of the Department/Facility and the institute,





- g) Both institutes agree to help, identify and invite the faculty members and researchers from other institutes/colleges to participate in conferences, seminars, workshops and short-term courses,
- h) This MOU may be amended and/or renewed through mutual written agreement between the institutes at any time, and
- i) Either of the *Institute* shall have the right to terminate this MOU after 60 days of prior written notice to the other Institute.

## **5. Confidentiality**

- a) The *Institutes* agree to hold in confidence all information/data designated by the Institutes as being confidential which is obtained from either *Institute* or created during the performance of the MOU and will not disclose the same to any third party without the written consent and permission of the other *Institute*, and
- b) The above confidential clause under this MOU excludes the information/data possessed by the either Institute before entering into this MOU or independently developed and/or information already available in the public domain.

## **6. Duration of MOU**

This MOU, unless extended by mutual written consent of the Institutes, shall expire in FIVE years after the effective date specified in the opening paragraph. However, on review, the MOU shall be extended for another TWO years by mutual consent.

## **7. Coordinators**



Both Institutes shall designate persons who will have the responsibility for coordination and implementation of this agreement.

### **8. Intellectual Property Rights**

The intellectual property rights (IPR) that arise as a result of the joint research and collaborative activity under this agreement shall be worked out on case to case basis and shall be consistent with officially laid down IPR policies of the two *Institutes*.

### **9. Signed in Duplicate**

This MOU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the Institutes, acting by their duly authorised officers, have caused this Memorandum of Understanding to be executed, effective as of the day and the year first above written.

On behalf of

On behalf of

Motilal Nehru National Institute  
of Technology Allahabad,  
Prayagraj

Rajkiy Engineering College  
Ambedkar Nagar





मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद  
 प्रयागराज-211004 [भारत]  
 Motilal Nehru National Institute of Technology Allahabad  
 Prayagraj-211004 [India]  
 Website: <http://www.mnnit.ac.in>

Minutes of the Thirty-fifth [35<sup>th</sup>] meeting of the Building and Works Committee held on August 12, 2021 at 02.30 P.M. through On-line mode [on Google Meet] as well as Conference Room, Executive Development Centre [EDC], Motilal Nehru National Institute of Technology Allahabad, Prayagraj-211004.

Following members of the Building and Works Committee attended the meeting:

- |    |   |                     |
|----|---|---------------------|
| 1. | Prof. Rajeev Tripathi<br>Director<br>Motilal Nehru National Institute of Technology Allahabad, Prayagraj – 211004                   | Chairman            |
| 2. | Mr. Rajeev Garg<br>Former Superintending Engineer<br>Indian Institute of Technology Kanpur, Kanpur-208002                           | Member              |
| 3. | Prof. K. N. Pandey<br>Dean [Planning & Development]<br>Motilal Nehru National Institute of Technology Allahabad, Prayagraj – 211004 | Member              |
| 4. | Shri Devender Singh, IDSE<br>GE (West) Allahabad<br>Military Engineering Service<br>Carrippa Road, New Cantt, Prayagraj             | Member              |
| 5. | Dr. Sarvesh K. Tiwari<br>Registrar<br>Motilal Nehru National Institute of Technology Allahabad, Prayagraj – 211004                  | Member<br>Secretary |

*[Signature]*



Following Special Invitees also attended the meeting:

1. **Prof. Rakesh Kumar** Special Invitee  
Associate Dean [P&D] [Ofg.]  
Motilal Nehru National Institute of Technology Allahabad, Prayagraj- 211004
2. **Dr. Rama Shanker** Special Invitee  
Faculty In-charge [New Infrastructure Projects]  
Motilal Nehru National Institute of Technology Allahabad, Prayagraj- 211004

Following member of the Building and Works Committee was granted leave of absence from the meeting on account of their preoccupation:

1. **Shri Mrutyunjay Behera** Member  
Economic Adviser (HE),  
Department of Higher Education  
Ministry of Education (Shiksha Mantralaya)  
Government of India,  
Shastri Bhawan, New Delhi -110001
2. **Shri Anil Kumar** Member  
Director (Finance)  
Department of Higher Education  
Ministry of Education (Shiksha Mantralaya)  
Government of India  
Room No. 220-C, Shastri Bhawan  
New Delhi-110 115
3. **Shri Sanjeev Sehgal** Member  
CPM / RE  
Rail Vikas Nigam Limited, Vibhuti Khand, Gomti Nagar,  
Lucknow, Uttar Pradesh 226010

Shri Manish Kumar, Senior Executive Engineer (Civil) and Shri A.K. Singh, Executive Engineer (Electrical), were also present during the meeting, to assist the Chairman and other members.



The Chairman extended a warm welcome to all the members of the Building and Works Committee, and thanked them for taking the time out to attend the meeting.

The Chairman extended a warm welcome to the Prof. K. N. Pandey, who was attending the meeting of the Building and Works Committee for the first time after taking the charge of Dean (P&D) and being an ex-officio member of the Building and Works Committee in terms of the provisions under Statute 12(1)(v) of the First Statutes of all NITs.

The Building and Works Committee, further acknowledged and appreciated the contributions made by Prof. M. M. Gore, during his term as a member of the Building and Works Committee of the Institute.

The Building and Works Committee deliberated on the Agenda items, and agenda item-wise proceedings are as under:

**Item No. 35.01** : To confirm the minutes of the Thirty-Fourth [34<sup>th</sup>] meeting of the Building and Works Committee of MNNIT Allahabad held on 15.02.2021 at MNNIT Allahabad.

**Resolution** : The Building and Works Committee considered the confirmation of minutes of its Thirty-fourth [34<sup>th</sup>] meeting held on 15.02.2021, and noted that no comments have been received from any of the members.

The Building and Works Committee confirmed the minutes of its Thirty-fourth [34<sup>th</sup>] meeting held on 15.02.2021, as circulated.

**Item No. 35.02** : To report the action taken on the resolutions of the Thirty-Fourth [34<sup>th</sup>] meeting of the Building and Works Committee of MNNIT Allahabad held on 15.02.2021 at MNNIT Allahabad.

**Resolution** : The Building and Works Committee perused the action taken by the Institute on the decisions taken in its Thirty-fourth [34<sup>th</sup>] meeting held on 15.02.2021, as circulated along with agenda papers.

The Building and Works Committee resolved that action taken by the Institute on the decisions taken in its Thirty-fourth [34<sup>th</sup>] meeting be noted and taken on record.



Item No. 35.03 : To review the status of ongoing construction/infrastructure works being undertaken by CPWD/RITES in the Institute.

**Resolution** : Representatives of CPWD and M/s RITES Ltd. made presentation before the Building and Works Committee during the meeting, and apprised the Building and Works Committee about the status of ongoing construction works being undertaken by them.

Details are as under:

**[A] Presentation by M/s RITES Ltd.**

Representatives of M/s RITES Ltd. made a presentation on the progress of the construction work undertaken by them as under:

Sl. No.	Name of Work	Approved Cost (In Crores)	Executing Agency	Approval of B&WC, FC and BoG	Schedule Date of Start	Actual Date of Start	Original time of completion as per agreement	Extended completion date as per CPWD/RITES Ltd.	Current Status
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.	Construction of Girls Hostel.	34.77	M/S RITES Ltd.	B&WC: 7 <sup>th</sup> Emergent Item no. 7.04 dt. 18.02.2015, BOG: 37 <sup>th</sup> BOG 37.04(C) dt. 23.02.2015.	30.07.2018	23.11.2018	29.01.2020	31.03.2021	Final Finishing work is in progress.

The Representatives of M/s RITES Ltd informed the following to the Building and Works Committee:

- (i) The work of construction of Girls Hostel has already been completed and provisional completion certificate has been given by M/s RITES Ltd. to the contractor.
- (ii) Various NOCs from the statutory bodies such as Fire department, Environment etc. has been obtained

Further, various NOCs alongwith built up drawing will be provided to the Institute before giving completion certificate to the contractor.



(iii) The Contractor has been given the list of the defects for rectification. After the compliance of the same, the final completion certificate will be given to the contractors and the process of handing over the project to MNNIT Allahabad will be initiated.

The Building and Works Committee considering the presentation given by M/s RITES Ltd. resolved the following:

- (i) M/s RITES Ltd. may be informed to provide the copies of various NOCs, Built up drawing, copy of defects (as provided by the M/s RITES Ltd to contractor) before issuing the completion certificate to the contractor.
- (ii) MNNIT Allahabad will inspect and check whether the defects has been rectified by the contractor or not as per the drawings and will inform the same to M/s RITES Ltd. Thereafter, M/s RITES Ltd may issue completion certificate to the contractors. The Defect Liability Period (DLP) will start, only after joint signature of inventory by the representatives of M/s RITES Ltd. & the Institute.

**[B] Presentation by CPWD:**

Representatives of CPWD presented the current status of ongoing construction works being undertaken in the Institute campus as under:

Sl. No.	Name of Work	Approved Cost (in Crores)	Executing Agency	Approval of B&WC, FC and BoB	Schedule Date of Start	Actual Date of Start	Original time of completion as per agreement	Extended completion date as per CPWD/ RITES Ltd.	Current Status
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.	Construction of Boys Hostel.	98.60	CPWD	BWC: 7 <sup>A</sup> Emergent Item no. 7.03 dt 18.02.2015, BOG :37 <sup>A</sup> BOG 37.04[C] dt 23.02.2015.	23.02.2018	23.06.2018	22.10.2019	31.12.2021	Physical progress is 83%. Finishing work in progress and likely target date of completion is 31.12.2021.
2.	Renovation and Painting of Patel Hostel, Tikak Hostel, Malviya Hostel and Tandon Hostel in the Institute Campus.	9.76	CPWD	BWC: 28 <sup>A</sup> Item no. 28.05 dt 18.08.2017, F.C. : 45 <sup>B</sup> F.C. 45.03[B][III] dt 29/08/2017 BOG :49 <sup>B</sup> BOG 49.08[C] dt 29-08-2017	13.09.2020	13.09.2020	12.03.2021	30.09.2021	A) Work of Patel and Tikak Hostel has been completed. B) Laying of Kota stone in corridor of Malviya hostel and renovation of mess block is in progress physical progress is 50% . Target date of completion 30.09.2021

Motilal Nehru National Institute of Technology Allahabad [MNNIT Allahabad]

3.	SIFC of lift at various buildings of MNNIT i.e. construction of lift shaft and machine room and electrical installation of lifts at MNNIT Allahabad, Prayagraj.	2.51	CPWD	BWC: 29 <sup>th</sup> BWC, 29.07 dt. 15.10.2018, F.C.: 49 <sup>th</sup> F.C., 49.09[C] dt. 22.10.2018, BOG: 54 <sup>th</sup> BOG 54.16 dt. 22.10.2018.	01.08.2019	01.08.2019	30.04.2020	30.09.2021	Lift in IH-A, IH-B & Computer Centre is completed and structure work of lifts in Academic building and EOC is completed and finishing work and installation of lift is in process.  Physical progress is 90%. Target date of completion is 30.09.2021.
4.	(A) Renovation and External Painting of all Buildings in Residential & Academic Campus of Institute, C.V. Raman Hostel and Tagore Hostel at MNNIT Allahabad, Prayagraj.  (B) External renovation and Painting work of IH A&B at Residential campus, MNNIT Allahabad, Prayagraj.	6.09  0.6699	CPWD  CPWD	(A) BWC: 30 <sup>th</sup> BWC, 30.08 dt. 20.05.2019, F.C.: 53 <sup>rd</sup> F.C. 53.06[D] dt. 31.05.2019, BOG: 58 <sup>th</sup> BOG 58.16[B][V][d] dt. 31.05.2019. (B) BWC: 30 <sup>th</sup> BWC, 30.09 dt. 20.05.2019, F.C.: 53 <sup>rd</sup> F.C. 53.06[E] dt. 31.05.2019, BOG: 58 <sup>th</sup> BOG 58.16[B][V][e] dt. 31.05.2019.	07.09.2019	07.09.2019	08.04.2020	100 % Completed	100 % Completed
5.	Construction of Boundary wall of entire campus including gate of Residential Colony including dismantling of existing wall at MNNIT Allahabad, Prayagraj.	8.39	CPWD	BWC: 30 <sup>th</sup> BWC, 30.10 dt. 20.05.2019, F.C.: 53 <sup>rd</sup> F.C. 53.06[F] dt. 31.05.2019, BOG: 58 <sup>th</sup> BOG 58.15[B][V][f] dt. 31.05.2019.	01.10.2019	01.10.2019	30.05.2020	30.09.2021	Physical 85%. Target date of completion is 30.09.2021
6.	Provision of Security light along proposed new Boundary wall at MNNIT Allahabad, Prayagraj.	1.89	CPWD(E)	BWC: 30 <sup>th</sup> BWC, 30.10 dt. 20.05.2019, F.C.: 53 <sup>rd</sup> F.C. 53.06[F] dt. 31.05.2019, BOG: 58 <sup>th</sup> BOG 58.15[B][V][f] dt. 31.05.2019.	01.10.2020	01.12.2020	31.05.2020	100 % Completed	100 % Completed
7.	Widening and Re-capping of road with provision of interlocking tiles on road berms in Academic, Residential and Hostel Campus at MNNIT Allahabad, Prayagraj.	9.74	CPWD	58 <sup>th</sup> F.C. 58.07[A] dt. 07/12/2019 60 <sup>th</sup> BOG 60.17[B][III][a] dt. 07/12/2019	06.02.2020	06.07.2020	30.01.2021	30.09.2021	DBM and DBC are completed in academic campus. PCC works and paver block for widening of road in residential campus is in progress. Physical progress is 85%. Target date of completion 30.09.2021.

*[Handwritten signature]*

8.	Construction of Multi-Storeyed Faculty Quarters (G+12) (48 Nos.) w/c electrical installations, Fans & Fire Fighting system at MNNIT Allahabad, Prayagraj.	39.66	CPWD	49th F.C. dt. 22/10/2018 54th BOG dt. 22/10/2018	30.07.2020	30.07.2020	29.11.2021	30.04.2022	Casting of 6 <sup>th</sup> slab is in progress and AAC Block work is in progress. Physical progress is 35%. Target date of completion is 30.04.2022.
9.	C/o Canteen Building including internal electrification, fans etc at MNNIT Allahabad, Prayagraj.	0.2465	CPWD	BWC: 34 <sup>th</sup> dt. 15.02.2021.	03/04/2021	01/06/2021	02/08/2021	30.09.2021	Bhoomi Pujan of the work was done on 17/08/2021. Construction of structural level has been completed. Physical progress is 50%.

The Building and Works Committee while considering the status of ongoing works presented by the CPWD Allahabad observed the following:

- (i) The progress of all the works undertaken by CPWD is slow and is not as per the stipulated time schedule given by CPWD earlier.

The Building and Works Committee noted the extensions period as informed by the CPWD as per column (9) of the above table for completion of ongoing project works.

Further, Building and Works Committee has informed the representative of the CPWD that the delay in projects is attributable to the contractor and Institute will consider escalation only for the justified period and will not consider any escalation for period, other than that what has not been considered as justified.

Also CPWD shall give in writing to the Institute the delay report from the start of the work till date and will also provide the revised CPM Chart to the Institute.

The CPWD and the Institute Engineers shall ensure that no change in the AA & ES work is allowed as per the Master Circular issued by the Ministry of Education. Also, they are advised that in all future work, all the scope of works may be included in PE itself and no changes in PE will be allowed.

*[Signature]*



The Building and Works Committee also observed and noted the following in respect of ongoing projects of the CPWD:

**(a) Construction of Boys Hostel :**

- (i) The Building and Works Committee noted the revised completion date of the project as proposed by the CPWD is 31.12.2021.

**(b) Construction of Multi-Storied Faculty Quarters (G+12):**

- (i) The Building and Works Committee noted that the CPWD has changed the date of completion of Project from 28.11.2021 to 30.04.2022.
- (ii) As informed by the CPWD the delay in the project as on date is of 4 months and the current progress is 35%. Representatives of CPWD assured that the balance progress of 65% work will be completed by 30.04.2022.
- (iii) CPWD will follow the standard heights for electrical fittings as per norms.
- (iv) Building and Works Committee advised CPWD to check the power load calculation of each quarter as per the Standard Specifications of Prayagraj.
- (v) Building and Works Committee noted that CPWD will provide AMR (Automatic Meter Reading) in the proposed project.
- (vi) One of the members of the Building and Works Committee has suggested that CPWD may explore the possibilities for stone platform rather than using board platform rather than using board platforms in modular kitchen.
- (vii) CPWD has informed that they will incorporate the provisions of Solar panel/ Sub-Station/ Tube well in the proposed project within the AA & ES of the project.



**(c) Construction of approach road and footpath for newly constructed Underpass below the railway track connecting the academic and residential campus of the Institute:**

The work of underpass has already been completed. Faculty In-charge [New Infrastructure Project], informed that there are certain cracks and defects in the underpass and the same needs to be repaired as the underpass is still under Defect Liability Period (DLP).

Considering above, the Building and Works Committee resolved that the defects shall be repaired by the CPWD and must be reported in the next Building and Works Committee meeting. Further, CPWD will provide the copy of the BOQ to the Institute.

Considering the above, the Building and Works Committee resolved the following:

- (i) CPWD will ensure that the target date for completion of Project as informed by them will be strictly adhered. CPWD will ensure that the projects will be completed in a time bound manner meeting all the target dates.
- (ii) Institute will not pay any amount over and the above AA & ES for any project.
- (iii) Escalation in works will be attributable to the contractor for which CPWD Allahabad has agreed upon.
- (iv) CPWD Allahabad will provide the realistic bar chart of the project to the MNNIT Allahabad.
- (v) CPWD Allahabad will provide the report of the specific test as and when asked by the Institute.

The Building and Works Committee resolved that the presentation given by the CPWD and M/s RITES Ltd. may be taken on record.




Item No. 35.04 : To consider the report of Fourth [4<sup>th</sup>] meeting of the Project Monitoring Group [PMG] submitted by the constituted vide notice No. 830/Reg. Off./Cord\_CN/2019-20, dated 30.10.2019 of the Institute held on 09/03/2021.

**Resolution** : The Building and Works Committee considered the recommendations of the Fourth [4<sup>th</sup>] meeting of the Project Monitoring Group [PMG] held on 09.03.2021 for review of various ongoing construction works in the Institute.  
The Building and Works Committee resolved to take the report of the Project Monitoring Group on record and the suggestions given by the PMG members may be implemented.


Considering the importance and urgency of the works, the Building and Works Committee (B&WC) resolved to request the Board of Governors to approve the recommendations of the Building and Works Committee in its very next meeting.

The meeting ended with vote of thanks to the Chair.

  
06/09/2021

[Sarvesh K. Tiwari]  
Registrar/ Member Secretary

Approved

  
06/09/21

[Rajeev Tripathi]  
Director/ Chairman





मोतीलाल नेहरू राष्ट्रीय प्रौद्योगिकी संस्थान इलाहाबाद  
प्रयागराज -211004 [भारत]  
Motilal Nehru National Institute of Technology Allahabad  
Prayagraj-211004 [India]  
Website: <http://www.mnnit.ac.in>

Minutes of the Sixty-first [61<sup>st</sup>] meeting of the Finance Committee held on September 29, 2021 at 02:30 p.m. through on-line mode [on Google Meet] as well as at Conference Room, Executive Development Centre, MNNIT Allahabad.

Following members of the Finance Committee attended the meeting –

1. Prof. Rajeev Tripathi Chairman  
Director,  
Motilal Nehru National Institute of Technology Allahabad,  
Prayagraj – 211004
2. Shri Pawan Kumar Member  
Under Secretary (NITs), TS-III,  
Department of Higher Education,  
Ministry of Education,  
Government of India, Shastri Bhawan,  
New Delhi – 110115  
[Representative of the Economic Adviser (HE) MoE, Gol, New Delhi]  
[attended online]
3. Smt. Darshana M Dabral Member  
Joint Secretary & Financial Advisor,  
Integrated Finance Division,  
Department of Higher Education  
Ministry of Education,  
Government of India, Shastri Bhawan,  
New Delhi – 110115  
[attended online]

- |    |  |                  |
|----|--|------------------|
| 4. | <b>Prof. Neeraj Misra</b><br>Professor, Department of Mathematics & Statistics,<br>Indian Institute of Technology, Kanpur,<br>Kanpur 208 016.<br>[Nominee of Director, IIT Kanpur] | Member           |
| 5. | <b>Prof. Rakesh Narain</b><br>Professor, Department of Mechanical Engineering,<br>Motilal Nehru National Institute of Technology Allahabad,<br>Prayagraj – 211004                  | Member           |
| 6. | <b>Dr. Sarvesh K Tiwari</b><br>Registrar,<br>Motilal Nehru National Institute of Technology Allahabad,<br>Prayagraj – 211004.  | Member Secretary |

The Chairperson extended a warm welcome to the members and thanked them for taking their time out to attend the meeting.

The Finance Committee deliberated on the agenda items, and agenda item-wise proceedings are as under:

Item No. 61.01 : [A] To confirm the minutes of the Sixtieth [60<sup>th</sup>] meeting of the Finance Committee held on 25.06.2021.

[B] To report the action taken on the decisions taken in the Third [3<sup>rd</sup>] Emergent Meeting of the Finance Committee held on 13.08.2021.

Resolution : [A] The Finance Committee considered the Institute proposal for confirmation of the minutes of its Sixtieth [60<sup>th</sup>] meeting held on 25.06.2021, and noted that no comments have been received from any of the members.

The Finance Committee, considering the above, resolved to confirm the minutes of its Sixtieth [60<sup>th</sup>] meeting held on 25.06.2021.

The Finance Committee resolved to note the same.



[B] The Finance Committee considered the Institute proposal for confirmation of the minutes of its Third [3<sup>rd</sup>] Emergent meeting held on 13.08.2021, and noted that no comments have been received from any of the members.

The Finance Committee, considering the above, resolved to confirm the minutes of its Third [3<sup>rd</sup>] Emergent Meeting held on 13.08.2021.

The Finance Committee resolved to note the same.

Item No. 61.02 : [A] To report the action taken on the decisions taken in the Sixtieth [60<sup>th</sup>] meeting of the Finance Committee held on 25.06.2021.

[B] To report the action taken on the decisions taken in the Third [3<sup>rd</sup>] Emergent Meeting of the Finance Committee held on 13.08.2021.

Resolution : [A] The Finance Committee perused the action taken by the Institute on the decisions taken in its Sixtieth [60<sup>th</sup>] meeting held on 25.06.2021, as circulated along with agenda papers.

The Finance Committee noted that the Institute in compliance of the resolution on the item No. 60.05, Institute has sent a proposal to the Ministry of Education vide letter No. 19/Account Section/2021-22, dated June 29, 2021 and a follow up a letter No. 389/Accounts/MNNITA/2021-22, dated September 01, 2021, for consideration and issue of necessary guidelines/clarifications in the matter of adoption of the Central Civil Services (Implementation of National Pension System) Rules, 2021 notified by the Ministry of Personnel, Public Grievances and Pensions (Department of Pension and Pensioner's Welfare), Government of India Notification No. 178, dated March 30, 2021. The guidelines/ clarification from Ministry of Education in the matter is awaited, therefore, the follow up action may again be placed in the next meeting of the Finance Committee.

The Finance Committee, with the above observations, resolved that action taken by the Institute on the decisions taken in its Sixtieth [60<sup>th</sup>] meeting be noted, and taken on record.



[B] The Finance Committee perused the action taken by the Institute on the decisions taken in its Third [3<sup>rd</sup>] Emergent Meeting held on 13.08.2021, as circulated along with agenda papers.

The Finance Committee resolved that action taken by the Institute on the decisions taken in its Third [3<sup>rd</sup>] Emergent Meeting be noted, and taken on record.

The Finance Committee resolved to note the same.

**Item No. 61.03 :** To consider the procurement of Internet Core Switch with an estimated cost of ₹ 3.60 Crores, to be met from the funds under the Internal Revenue Generation of the Institute.

**Resolution :** The Finance Committee considered the matter of procurement of Internet Core Switch with an estimated cost of ₹ 3.60 Crores, to be met from the funds under the Internal Revenue Generation of the Institute.

The Finance Committee was apprised that:

- i. The proposed item of procurement is essential and of critical importance as the existing Internet Core Switch is very old and has reached its EoL (End of Life) and no firmware/ hardware support is available.
- ii. Also, due to COVID-19 pandemic, the classes and other academic activities of the Institute are going through online mode and these Internet Switches are the backbone of networks and requires urgent replacement.
- iii. Presently, the Internet usage being charged from students is @ ₹ 425.00 per student per semester, thereby making approximate annual revenue generation under the head, as collection from users, to ₹ 44.00 lakhs. The Institute is presently paying ₹ 34.00 lakhs annually to BSNL for the internet lease line.
- iv. The estimated cost of proposed equipment is ₹ 3.60 Crore, and expenditure for the said procurement will be met from the funds available





under the IRG of the Institute.


- v. The procurement will be made in accordance with the provisions of the GFR-2017 including provisions of procurement through GeM.

The Finance Committee observed that the Internet User Charges to be reviewed and revised periodically so as to meet the recurring expenses on running the internet services in the Institute campus.

The Finance Committee, in consideration of the above, resolved to accept the proposal and to recommend the same to the Board of Governors for approval.

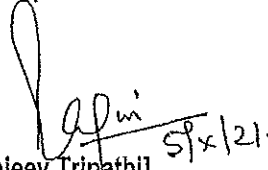
Considering the importance and urgency, the Finance Committee resolved to request the Board of Governors to consider the above recommendations of the Finance Committee in its very next meeting.

The meeting ended with thanks to the Chair.

  
05/12/21

[Sarvesh K Tiwari]  
Registrar/ Member Secretary

Approved

  
5/12/21

[Rajeev Tripathi]  
Director, MNNIT Allahabad  
&  
Chairman, Finance Committee

**Memorandum of Understanding**

This Memorandum of Understanding (hereinafter referred to as "MOU") is made on \_\_\_day of \_\_\_ (month)/ (year) \_\_\_ between

**Prayagraj Power Generation Company Limited** registered under the Companies Act, 1956 and having its Registered Office at Shatabdi Bhawan, B-12 & 13, Sector 4, Gautam Buddh Nagar, Noida Uttar Pradesh - 201301 acting through its \_\_\_\_\_(hereunder referred to as "PPGCL" which expression shall include its successors, executors and permitted assigns) of the other part,

**AND**

**Motilal Nehru National Institute of Technology**, Prayagraj (formerly Motilal Nehru regional Engineering College, Allahabad established by the Act of Parliament "National Institute of Technology Act, 2007)acting through its \_\_\_\_\_(hereinafter referred to as "MNNIT") and having its Registered Office at Motilal Nehru National Institute of Technology, Prayagraj - 211004 of the other part.

WHEREAS PPGCL is committed towards pursuit of excellence in the field of reliable and economic Thermal power generation including exploring new horizons in emerging technologies in pursuit of excellence. It is devoted towards forging strong and mutually beneficial relationship between the industry and academia, with focus on driving technological advancement in the power sector, providing practical exposure and vocational avenues to students and research scholars and relentless efforts for the development of skill and knowledge of its workforce.

AND WHEREAS MNNIT is one of the oldest engineering colleges in India, now become an Institute of National Importance established by the National Institute of Technology Act, 2007 is interested to hereby explore the possibilities of Academy-Industry collaboration through its knowledge base pool of students, research scholars and professors.

**NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING ("MOU") WITNESSETH AS FOLLOWS**

In consideration of the aforesaid objective, the parties hereto agree to sign these presents on mutually agreed terms and conditions contained hereinafter:

**SCOPE OF MOU ACTIVITIES**

**1. AREAS OF COOPERATION**

The present MOU between PPGCL and MNNIT shall broadly cover (but not limited to) mutual collaboration in the following areas:

- 1.1 Technical support and expertise of MNNIT experts may be taken on environmental, water, plant technical issues as well as for switch-yard civil structural study, stability studies, etc.
- 1.2 The parties shall also collaborate for up-gradation of IT systems in PPGCL, including introduction of new technologies like Data Analytics, Artificial Intelligence (AI), Machine Learning and Robotics with emphasis on improvement in Power Plant Technologies and facilitating better decision-



making. The parties shall agree and enter into modalities for the same, as per and if the need may so arise at any time hereinafter.

- 1.3 PPGCL and MNNIT shall also collaborate for facilitating joint thesis/ research projects and special projects on power plant problems, energy and allied technologies including renewables to be done by B.Tech. / MTech. Students and research scholars.
- 1.4 PPGCL shall provide experts with industry experience as guest faculties for taking special lectures on special events and occasions explaining power plant practical aspects and best industry practices for the benefit of MNNIT students.
- 1.5 The parties shall explore opportunities for development of courses and curriculums customized to industry requirements, especially in the field of Power Plant Technologies.
- 1.6 Plant visit, vocational training programs and other activities of non-commercial nature which will facilitate to study of MNNIT students/researchers shall be arranged at PPGCL.
- 1.7 The parties shall in furtherance of their respective interest, pursue collaboration for development of new products and technologies, joint publications and patents/intellectual property rights in power plant technologies and allied areas.
- 1.8 PPGCL may, if it may so desire, provide sponsorship for technical fests, exhibitions/cultural programs, sports events, institute journals and souvenirs, etc. at MNNIT & may organize quizzes, debates, or other such programs for the academic and co-curricular development of the students of MNNIT.
- 1.9 Every year, celebration of Engineers Day, National Technology Day, World Environment Day, etc. may be taken up the parties jointly or severally.
- 1.10 Quality testing may be carried out by MNNIT at or on behalf of PPGCL as per requirement.
- 1.11 The parties shall on best effort basis also pursue collaborative ventures in grassroots technologies targeted at the development of people and areas in the vicinity of PPGCL units through the Community Development (CD) and Corporate Social Responsibility (CSR) programs of PPGCL.
- 1.12 Any other program or partnership may be taken up jointly by mutual consensus of CEO (PPGCL) & Director (MNNIT).

**2. PROFESSIONAL FEES AND CHARGES:**

PPGCL agrees to pay professional charges to MNNIT for various expert services availed as per rates/charges as may be mutually agreed, plus taxes as applicable.

**3. COMMENCEMENT, RENEWAL, TERMINATION & AMENDMENT**

This Memorandum shall be valid for an initial period of 3 (three) years commencing from the date of execution and may be renewed thereafter with mutual consent in case if any earlier termination required the interested party shall issue a 30days' written notice to the other party expressing its intent to terminate the MoU. In case of termination for breach the parties shall endeavor to issue a cure notice of 15 days during which if the breach complained of is not cured or made good the aggrieved party shall have the right to terminate the MoU without prejudice to its rights and remedies under law . In case of any amendment required to be made to the MoU the same shall be in writing to be duly signed by the authorized signatories of both the parties.

**4. NON-EXCLUSIVITY**

Both parties are at liberty to explore and identify new areas of co-operation with each other or with third parties whether jointly or severally so long as such cooperation does



not derogate from the provisions of this Memorandum.

**5. DISCLAIMER**

Each party will be solely responsible for its own acts and omissions (and the acts and omissions of its employees and other agents) and neither party will have the authority nor will purport to act for, or legally bind, the other party in this project with a third party, except as may be agreed in writing by the parties.

**6. CONFIDENTIALITY**

6.1. The parties to the extent of their respective rights to do so, shall exchange such technical information and data as is reasonably required of each party to perform its responsibilities under this MoU. Each party agrees to keep in confidence and to use the same degree of care as it uses with respect to its own proprietary data to prevent the disclosure to third parties of all technical information, data and confidential business information (hereinafter called "Data").

6.2. Data exchanged by the parties under this MoU shall not be used for any other purpose except the purpose set out under this MoU.

6.3. Exchange, use and maintaining confidentiality of data shall be mutually discussed and agreed to by the parties.

6.4. The preceding provisions of confidentiality and restriction of use of data shall not apply to: -

- a) Information in the public domain or information which subsequently enters in to public domain without committing breach of this party.
- b) Information in possession of the party at the time of disclosure and which was not acquired, directly or indirectly from the other party.
- c) Information which a party is required to disclose under law, rules or regulations to any judicial or other authorities.
- d) Consultants/advisors (from government or non-government agencies from India and abroad), provided they in turn sign a similar undertaking of confidentiality.

6.5. All Confidential Information provided or disclosed by the Disclosing Party shall remain the property of the Disclosing party, and shall be held in strict confidence and not disclosed by the Receiving Party to any third party unless disclosure of such Confidential Information is required by order of any court, applicable mandatory laws or regulations (including the regulations of applicable stock exchanges on which the Receiving Party is listed) (in which case the Receiving Party shall, to the extent possible, intimate the Disclosing Party of such requirement to afford the Disclosing Party the opportunity to obtain a protective order or waiver of such disclosure) or approved by the Disclosing Party in writing.

**7. ASSIGNMENT**

Neither party shall have the right to assign this MOU without the other party's prior written consent provided.

**8. NOTICES**

Any notice to be given under this MOU shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered by hand/ Email / WhatsApp / Courier / Registered Mail, addressed to the Parties herein at the following





addresses or such changed addresses as will be duly notified by the Parties to each other's from time to time: -

**ADDRESS:**

PPGCL: Head HR, Prayagaraj Power Generation Company Limited

PO Lohgara, Tehsil – Bara, Prayagraj (Allahabad) Uttar Pradesh – 212107

MNNIT: The Director, Motilal Nehru National Institute of Technology, Prayagraj 211004

**9. FORCE MAJEURE**

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this MOU due to the occurrence of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, pandemic, strikes, lockouts, change in law, epidemics, riots, civil commotion or any such event which is beyond the control and foreseeability of such party /ies . Provided however that in case of any occurrence and/or cessation of any such events the affected party thereby shall give a notice in writing to the other party within 15 days of such occurrence or cessation through the reasonable means of communication available to it . Parties shall then mutually work out the future course of action including termination of the MOU in case the event has led to or is likely to cause such disruption to operation of either / both of the parties which frustrates the purpose of this association .

**10. GOVERNING LAW AND SETTLEMENT OF DISPUTES**

This Memorandum shall be governed and construed in accordance with the laws of India. Any divergence or difference arising under this MOU or involving from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996 to be carried out by a sole arbitrator to be appointed by the parties in mutual consultation with each other. Such arbitration shall proceed in accordance with the Arbitration and Conciliation Act 1996. The place of arbitration shall be Prayagraj and the language to be used shall be English. The undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Prayagraj. The parties shall bear their respective costs of arbitration unless ordered otherwise by the arbitrator.

**11. JURISDICTION OF COURT**

In the event of any further dispute after conciliation/arbitration relating to or arising out of this MOU between the parties, the same shall be settled by the competent court of law at Prayagraj.

**12. ENTIRE UNDERSTANDING**

This MOU contains the entire understanding between the parties and supersedes all prior or contemporaneous oral or written agreements, commitments understanding or communication with respect to the subject matter thereof.

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MOU BY THEIR DULY AUTHORIZED REPRESENTATIVE AS ON THE DATE FIRST WRITTEN ABOVE.**

For and on behalf of PPGCL

For and on behalf of MNNIT



Signature:

Signature:

Name:

Name:

Designation:

Designation:

**In the presence of**

**In the presence of**

Signature:

Signature:

Name:

Name:

Designation:

Designation:

A handwritten signature in black ink, appearing to be the initials 'PW' with a stylized flourish.