

**Office of Dean (AA&IR)**  
**IIT Kharagpur**

November 14, 2012

Enclosed please find copy of the following MoU duly signed by the Competent Authorities of both sides :

1. MoU regarding opening of extension center of IIT Kharagpur at BRAIT Campus of Andaman & Nicobar Islands.

Registrar may kindly take necessary action in this regard.

Encl: As stated

  
(Amit Patra)  
Dean (AA&IR)

REGISTRAR



भारतीय प्रौद्योगिकी संस्थान खड़गपुर  
खड़गपुर - 721 302

Indian Institute of Technology Kharagpur  
Kharagpur - 721 302



IITKharagpur  
Diamond Jubilee 2011-12

**Prof. Somnath Sengupta**

Dean, Continuing Education &

Professor, Electronics & Electrical Comm. Engg.

No. IIT/Dean (CE)/2012/88  
November 14, 2012

Dear Mr. Sharma,

**Sub : Signed MoU**

Kindly find enclosed a copy of the MoU regarding opening of extension center of IIT Kharagpur at BRAIT Campus of Andaman & Nicobar Islands, duly signed by either side. Prof. S. K. Som, Director (Officiating), has signed the MoU on behalf of IIT Kharagpur. Kindly acknowledge receipt of the same.

With regards,

**Encl : as stated.**

Yours sincerely,

(Somnath Sengupta)

Mr. Utpal Sharma  
Principal  
Dr. B. R. Ambedkar Institute of Technology  
Andaman & Nicobar Administration  
Pahargaoon, Port Blair - 744 103



डॉ भीमराव अंबेडकर प्रौद्योगिकी संस्थान  
DR.B.R.AMBEDKAR INSTITUTE OF TECHNOLOGY

पहाडगीव, पोर्ट ब्लेयर - ७४४१०३  
अंडमान निकोबार दीप समूह

Pahargoon, Port Blair - 744103.  
Andaman & Nicobar Islands.



Ref. No. 1-90/DBRAIT/TPO/2011/2774

dated 30/10/2012

To

✓ The Dean (Continuing Education)  
IIT Kharagpur  
Kharagpur - 721 302

Sub: MoU for signature - reg

Sir

Kindly refer to our earlier communication regarding opening of extension center of IIT Kharagpur at BRAIT Campus. The draft MoU has been approved by Hon'ble Lt. Governor, A & N Islands. The MoU shall be effective after getting signature from IIT Kharagpur.

It is therefore requested that signature of authorized representative of IIT Kharagpur may kindly be obtained and send us a copy for our record.

Yours faithfully

Encl: MoU

Principal

Prof. A. Patra, Dean, AAIR

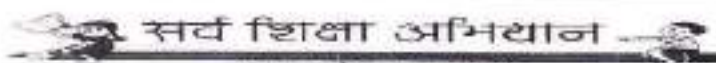
Kindly advised on the  
signing

9/11/12

Director, may kindly affix his signature at indicated portions.

DIRECTOR

Dean (CE)  
12/11



सब पढ़ें सब बढ़ें

(Earlier known as DR. B R Ambedkar Govt Polytechnic)

☎: 91-3192-250267, 251692, 251693 & 91-3192-250587

email: dbragpt@and.nic.in web site: http://dbragpt.and.nic.in

## MEMORANDUM OF UNDERSTANDING

This MoU is entered into on this date the Ninth day of November 2012 between the "Andaman & Nicobar Administration" in A & N Islands, Port Blair (hereinafter referred to as ANA) represented by its Secretary in-charge of the Subject of Education and "Indian Institute of Kharagpur" located in the state of West Bengal at Kharagpur (hereinafter referred to as "IITKgp"). The scope of the MoU, the role and responsibilities of the parties to the MoU are given below:

### Alliance Objective

This document outlines a strategic understanding between IITKgp and ANA to work together for opening of an extension center of IITKgp with the help of IITKgp at Dr. B. R. Ambedkar Institute of Technology Campus, Pahargoon, Port Blair for academic up-gradation of faculties of Dr. B. R. Ambedkar Institute of Technology and for engineers employed in various departments A & N Administration, Central Government Departments and Private Industries located in Andaman & Nicobar Islands.

NOW THIS MoU WITNESSETH AS FOLLOWS:

### 1. DEFINITIONS AS USED UN THIS MoU:

"MoU" means this instrument executed between IITKgp and ANA and subsequent amendments issued to the MoU by mutual consent as provided herein.

"Programme" means the IITKgp Academic Initiative that is the subject of this MoU.

"Academic Up-gradation" means up-gradation of qualification through M.Tech. programme for the faculty and engineers in A & N Islands.

### 2. RELATIONSHIP BETWEEN THE PARTIES

2.1 Neither ANA nor IITKgp is or will be an agent or legal representative or partner of the other. Neither of them is or shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other. Neither of them is or shall be an employee or franchisee of the other, nor does this MoU create a joint venture or any similar relationship between them.

2.2 Neither party will make any representations pertaining to the other or its business or affairs, without the prior written consent and approval of the other.



**3. NOW THEREFORE THIS MOU WITNESSETH AS UNDER:**

3.1 The Andaman and Nicobar Administration shall establish an Extension Centre for IIT Kharagpur, in the capital city of Port Blair in Andaman and Nicobar Islands, at Dr.B.R.Ambedkar Institute of Technology Campus, Paahargaon, Port Blair and, ANA is desirous of partnering with the Indian Institute of Technology, Kharagpur, which has the requisite strengths, for enabling ANA to pursue the Administration's objective for academic upgradation of faculties of Dr.B.R.Ambedkar Institute of Technology and the engineers employed in various departments of ANA, Central Government Departments and industries located in Andaman and Nicobar Islands

3.2 The Extension Centre shall, inter alia, undertake the following activities at early as it may be possible to do so:-

3.2.1 To impart quality improvement and knowledge up-gradation training to the teachers of Dr.B.R.Ambedkar Institute of Technology and the engineers employed in various departments of ANA, Central Government Departments and industries located in Andaman and Nicobar Islands

3.2.2 To offer short-term courses through contact programmes/ video conferencing leading to certificates in fulfilment of the academic conditions specified and also to offer part-time programmes during the weekends leading to qualifications at the Masters' levels, within the framework of IIT Kharagpur's academic norms and regulations, for the teachers of Dr.B.R.Ambedkar Institute of Technology and the engineers employed in various departments of ANA, Central Government Departments and industries located in Andaman and Nicobar Islands

3.2.3 To provide consultancy services as required by different departments or agencies of the ANA or by any other public authorities or any other seekers of such services from industry within the Administration.

**4. OBLIGATIONS**

4.1 Without prejudice to any of the foregoing provisions of this Memorandum of Understanding, the obligations of the Andaman and Nicobar Administration shall be as under :

4.1.1 ANA shall make available and bear the expenses of the premises and related physical infrastructure, furniture, class room/ lecture hall, as per the requirements specified by IIT Kharagpur, to conduct the classes through video conferencing/ contact mode.

4.1.2. ANA shall arrange the satellite link between the IIT Kgp broadcast studio with the extension Centre.



4.1.3 ANA shall bear the expenditure towards the bandwidth and connectivity charges for the lectures held through video conferencing.

4.1.4 ANA shall meet the recurring expenditure for the Centre, like rent, electricity, water, telephone, local taxes etc. ANA shall also deploy manpower, who will be trained by IIT Kharagpur to operate video conferencing equipments from Port Blair during the video conferencing lecture hours and maintain the classrooms, office and library during the weekdays. The salary of the manpower so deployed will be borne by the ANA.

4.1.5 ANA shall provide logistic support like local transport and accommodation to the faculty members of IITKgp, during their visit the extension centre for undertaking classes and/or other official duties related to the extension centre activities.

4.1.6 ANA, or any industries in the Andaman and Nicobar Island may engage IIT Kharagpur, through the Centre, for consultancy services in respect of projects or studies or research required by ANA or any industries, on such terms and conditions as may be jointly agreed by the ANA or the sponsor of the project, study or research, and the Institute or the Centre as the case may be, and the consultancy fees shall be charged as per the SRIC norms of IIT Kharagpur.

4.1.7 ANA shall nominate one of its officers to be the nodal officer for liaison with IIT Kharagpur in respect of all matters pertaining to the implementation of this Memorandum of Understanding.

4.2 Without prejudice to any of the foregoing provisions of this Memorandum of Understanding, the obligations of the Indian Institute of Technology shall be as under:

4.2.1 IIT Kharagpur shall nominate one of its officers to be the nodal officer for liaison with ANA in respect of all matters pertaining to the implementation of this Memorandum of Understanding.

4.2.4 IIT Kharagpur shall assign such number of faculty as may be, in its assessment, to visit the Centre or be otherwise assigned, as may be required at any point in time for the efficient functioning of the Centre and to enable the Centre to perform all activities and to meet the objectives set out in this Memorandum of Understanding; provided that, nothing shall prevent the Institute from offering any of the activities identified in this Memorandum in the Open and Distance mode from the Institute's campus at Kharagpur, using appropriate information and communication technologies.

4.2.5 IIT Kharagpur shall fix the fees of the Masters Degree Level courses and other short-term courses in conformity with other extension centres through which these programmes are conducted. For courses conducted exclusively for the teachers and working professionals of Andaman and Nicobar islands, the fees will be jointly decided by IIT Kharagpur and ANA.



4.2.6 IIT Kharagpur shall be free to take all decisions including those pertaining to the selection of candidates to be registered for short-term courses / training programs, the evaluation process of the registered candidates, wherever necessary, the syllabi, issuance of certificates etc., as per the prevailing norms and procedures of the Institute, and all funds pertaining to these programs shall be controlled by the Continuing Education Programme of IIT Kharagpur, as per the existing C.E.P. norms of the Institute.

4.2.7 IIT Kharagpur shall offer Master's Level degree programmes in the video conferencing mode, through the Centre, during the weekends to suitably qualified candidates working in Dr.B.R.Ambedkar Institute of Technology and the engineers employed in various departments of ANA, Central Government Departments and industries located in Andaman and Nicobar Islands and the admission of such candidates, their fee structures, curriculum and syllabi, academic calendar, examination schedules, thesis evaluations etc. shall be strictly as per the prevailing norms and regulations of IIT Kharagpur for other similar Master's Level degree programs being conducted through the other extension centres.

## **5. MONITORING OF IMPLEMENTATION**

A Co-ordination Committee consisting of two faculty members of the Project Institution and two officers nominated by IITKgp will do the planning and monitoring of the implementation of the various aspects of this MoU. There would be quarterly & annual reviews by Secretary in-charge of the Subject of Education, A & N Administration. These reviews would primarily focus on implementation of the programme and quality aspect in education.

## **6. TERMINATION**

This Memorandum of Understanding may be terminated by either party in giving written notice of an academic year regarding the intention to terminate the agreement.

## **7. ARBITRATION**

"In the event of any dispute or difference arising out of this MoU or regarding the conduct of the aforesaid programme or in any manner connected therewith the same shall be referred to arbitration of 3 arbitrators, one to be appointed by ANA, the second to be appointed by IITKgp and the third to be by the two arbitrators so appointed by the parties. Such arbitration will be held according to the provisions of the Arbitration and Conciliation Act 1996 and / or any statutory modification for the time being in force. The seat of the arbitration shall be at Kolkata".



## 8. GENERAL


- 8.1 This MoU is not binding on either of the parties hereto, except as specifically set out hereto. This MoU is intended to express the broad understanding of the parties and as a broad frame work for working together on a specific opportunity as detailed herein.
- 8.2 Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.
- 8.3 This MoU shall be governed by the laws of the Republic of India.
- 8.4 This MoU supersedes all proposals or other prior representations or communications, either oral or written.
- 8.5 All communication between the parties shall be in writing and in English Language.
- 8.6 The duration of this MoU is for a period of 05 (five) years from the date of signing of MoU.

## 9. JURISDICTION

This MoU shall be governed by and construed in accordance with the laws of Government of West Bengal and dispute shall be settled under the jurisdiction of West Bengal.


10. The financial implication of this MoU is enclosed as Annexure-I

### AGREED TO:

  
On behalf of Indian Institute of Technology  
Kharagpur

Address: Kharagpur – 721 302, West Bengal

**Director**  
**Indian Institute of Technology**  
**Kharagpur**

  
**(G. THEVA NEETHI DHAS)**  
Secretary (Edn.)  
On behalf of Andaman & Nicobar Administration

Address: Dr. B. R. Ambedkar Institute of  
Technology, Paharganon,  
Port Blair

**Financial Implication****Non - Recurring***(Rs in lakh)*

Installation of VSAT equipment at IIT Kharagpur	7.79
Setting up of VC Room with TV, furniture and other equipments	2.00
<b>Total</b>	<b>9.79</b>

**Recurring Expenditure**

Band width requirement	Free from ISRO
Power and maintenance of room	Since the existing studio will be used, there will not be any separate expenditure.

*Sd/-*  
9.11.12  
IIT Kharagpur

**Director**  
Indian Institute of Technology  
Kharagpur

**(G. THEVA NEETHI DHAS)**

Secretary (Edn.)  
A & N Administration



भारतीय प्रौद्योगिकी संस्थान खड़गपुर  
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Indian Institute of Technology Kharagpur  
Kharagpur - 721 302



**Prof. Somnath Sengupta**

Dean, Continuing Education &

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No. IIT/Dean (CE)/2012/38  
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पहाडगीव, पोर्ट ब्लेयर - ७४४१०३  
अंडमान निकोबार दीप समुद्र

Pahargoon, Port Blair - 744103.  
Andaman & Nicobar Islands.



Ref. No. 1-90/DBRAIT/TPO/2011/2774

dated 30/10/2012  
31

To

✓ The Dean (Continuing Education)  
IIT Kharagpur  
Kharagpur - 721 302

Sub: MoU for signature - reg

Sir

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It is therefore requested that signature of authorized representative of IIT Kharagpur may kindly be obtained and send us a copy for our record.

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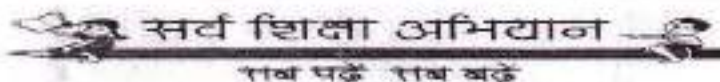
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9/11/12

Director, may kindly affix his signature at indicated portion.

DIRECTOR

Dean (CB)  
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(Earlier known as DR. B R Ambedkar Govt Polytechnic)  
☎: 91-3192-250267, 251692, 251693 & 91-3192-250587  
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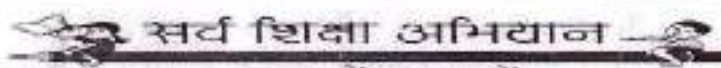
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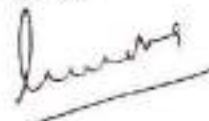
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## **5. MONITORING OF IMPLEMENTATION**

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## **6. TERMINATION**

This Memorandum of Understanding may be terminated by either party in giving written notice of an academic year regarding the intention to terminate the agreement.

## **7. ARBITRATION**

"In the event of any dispute or difference arising out of this MoU or regarding the conduct of the aforesaid programme or in any manner connected therewith the same shall be referred to arbitration of 3 arbitrators, one to be appointed by ANA, the second to be appointed by IITKgp and the third to be by the two arbitrators so appointed by the parties. Such arbitration will be held according to the provisions of the Arbitration and Conciliation Act 1996 and / or any statutory modification for the time being in force. The seat of the arbitration shall be at Kolkata".



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## 9. JURISDICTION

This MoU shall be governed by and construed in accordance with the laws of Government of West Bengal and dispute shall be settled under the jurisdiction of West Bengal.

10. The financial implication of this MoU is enclosed as Annexure-I

AGREED TO:



  
On behalf of Indian Institute of Technology  
Kharagpur  
Address: Kharagpur - 721 302, West Bengal

**Director**  
**Indian Institute of Technology**  
**Kharagpur**

**(G. THEVA NEETHI DHAS)**  
Secretary (Edn.)  
On behalf of Andaman & Nicobar Administration  
Address: Dr. B. R. Ambedkar Institute of  
Technology, Pahargaon,  
Port Blair

## Financial Implication

## Non - Recurring

(Rs in lakh)

Installation of VSAT equipment at IIT Kharagpur	7.79
Setting up of VC Room with TV, furniture and other equipments	2.00
<b>Total</b>	<b>9.79</b>

## Recurring Expenditure

Band width requirement	Free from ISRO
Power and maintenance of room	Since the existing studio will be used, there will not be any separate expenditure.

*Sul*  
29.11.12  
IIT Kharagpur

(G. THEVA NEETHI DHAS)  
Secretary (Edn.)  
A & N Administration

Director  
Indian Institute of Technology  
Kharagpur