



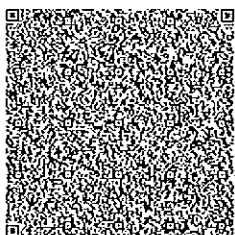
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**MEMORANDUM OF UNDERSTANDING FOR HIRING OF SERVICES FOR
EXAMINATION AND POST-EXAMINATION ACTIVITIES FOR COMMON
RECRUITMENT EXAMINATION FOR ENTRY LEVEL S&T POSTS**

THIS Memorandum of Understanding (MoU) is entered into on this 1st day of April the year 2013.

BETWEEN

National Institute of Electronics & Information Technology (hereinafter referred to as **NIELIT**), New Delhi, having its registered office at Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi – 110003 and registered under Societies Registration Act, 1860 under Department of Electronics and Information Technology (hereinafter referred to as **DeitY**), under Ministry of Communications & Information Technology (hereinafter referred to as **MCIT**), Government of India, (herein after referred to as **GOI**) (which term unless and until expressly excluded by or is repugnant to the context, shall include its successors, administrators, officers, employees, attorneys and assigns etc.) of the first part.

AND

Central Board of Secondary Education (hereinafter referred to as **CBSE**), having its head-office at Shiksha Kendra, 2, Community Centre, Preet Vihar, Delhi-110092, functions under the overall supervision of the Controlling Authority which is vested with the Secretary Education, Government of India, Ministry of Human Resource Development (herein after referred to as **MHRD**) that appoints the Chairman and Heads of Departments (herein after referred to as **HOD**). Chairman is the Chief Executive of the Board (which term unless and until expressly excluded by or is repugnant to the context, shall include its successors, administrators, officers, employees, attorneys and assigns etc.) of the other part.





WHEREAS DeitY has assigned NIELIT the task of conducting the entire set of activities pertaining to recruitment and examinations of candidates applying for the posts of DeitY, its attached offices and all statutory organizations for entry level Scientific and Technical posts (hereinafter referred to as S&T posts).

AND WHEREAS CBSE which is already undertaking similar kinds of activities has offered itself for providing support in the smooth conduct of these examinations. CBSE would be providing support in finalization of examination centres, preparation of question papers, printing of OMR (Optical Mark Recognition) sheets and Questions papers, conducting OMR based examination, preparation of results etc. for the recruitment and examinations as mentioned hereinabove.

AND WHEREAS it has been agreed by CBSE, to provide afore-mentioned services as per the SCOPE and terms and condition hereinafter mentioned:

1. ROLES AND RESPONSIBILITIES OF CBSE

CBSE will carry out various tasks in Examination and Post-Examination phase of the conduct of examination as mentioned hereinabove. The main tasks that need to be carried out during examination and post-examination activities are as under:

1.1 Finalization of Examination Centers

- 1.1.1 While applying Online, all applicants are required to specify the preferences of three Cities (out of prefixed cities) in order of ranking from where they wish to appear in the examination.
- 1.1.2 Depending upon the number of candidates opting for a specific City and as per decision of NIELIT/DeitY, the CBSE must setup, one or multiple examination centers in each city, on the basis of administrative convenience and availability of the requisite infrastructure.
- 1.1.3 CBSE must provide list of all Examination Centers along with their complete details like Address, contact persons details viz. name, postal address, email and phone number, number of rooms available for conduct of such examinations, seating capacity in each room, Examination Superintendent (herein-after referred to as ES) and invigilators details in



the soft and hard copy form. The soft copy must be provided in the spreadsheet or csv (comma separated values) text-format form.

- 1.1.4 CBSE must make all the requisite security and other logistics arrangement at each examination centre.

1.2 Finalization of Staff at each Examination Center

At-least following officers and staff members are required to be present at each examination centre as per stipulated guidelines:

- 1.2.1 **Examination Superintendent (ES):** There shall be one ES for each centre. The main roles and responsibilities of ES shall be as under:

- To ensure proper conduct of the examination at the centre.
- To keep all confidential documents, such as Question Papers, OMR Sheets etc. in personal custody, under lock and key.
- To ensure that all the issued instructions as issued by both NIELIT and CBSE are followed by all examination staff in letter and spirit.
- To ensure absolute secrecy and confidentiality throughout the entire process of examination.

- 1.2.2 **Invigilator:** There shall be at-least two Invigilators per room or for each block of 30 candidates. Invigilators shall be regular employees of the institution or school. Invigilators main roles and responsibilities shall be as under:

- To assist ES in every matter pertaining to the conduct of the examination.
- To be in-charge of the hall/room and shall perform the various functions of Invigilation as prescribed by rules.

- 1.2.3 **Clerk:** There shall be at-least one clerk having adequate educational background per examination centre to assist the ES in all administrative matters.

- 1.2.4 **Support Staff:** There shall be adequate number of watermen, peon-cum-packer, security staff and sweepers at each examination centre.

Note: It is the responsibility of CBSE to obtain a "No interest certificate" in the prescribed Performa from each person-associated with this examination activity, irrespective of his status or job responsibility. (Approval of Format of Performa is to be taken from NIELIT)



1.3 Preparation of Question Papers

CBSE shall prepare, 3 sets of multiple type questions papers of adequate level, for each discipline per post, as per the syllabus provided by NIELIT. Further, 4 different sets of the Question Papers have to be prepared, each containing questions from the selected question paper in a different order. Each Question Paper shall consist of 60 Multiple Choice Questions from technical and aptitude section each (Total Number of questions: 120). Duration of Question Paper shall be of 3 Hours and each Question shall carry 1(one) mark.

1.4 Printing of OMR sheets and Question Papers

CBSE must ensure that printing of OMR sheets and Question papers will be done by maintaining absolute confidentiality and secrecy. All OMR sheets must be uniquely numbered. A different colored OMR sheets shall be used for each post, discipline and paper-set. On each Question Paper - post, discipline and paper set name shall be mentioned.

1.5 Distribution of Question Papers, OMR Sheets and other related examination materials to each center

CBSE shall ensure that all examination material including but not limited to blank OMR Sheets, Questions Papers, attendance sheets etc. are provided to ES in a schedule time phase. It shall ensure that at each Examination Centre, there is no deficiency of Question Papers, blank OMR Sheets and other requisite examination material vis-à-vis to number of candidates of various disciplines and posts scheduled to appear for examination.

1.6 Conduct of Examination

CBSE shall ensure the proper conduct of examination at each centre. Except for valid candidates, examination staff and observers deputed by NIELIT, no other person shall be allowed inside the Examination Hall. Credentials of all candidates shall be critically examined to avoid any case of impersonation. Proper



attendance of the candidates and invigilators etc. shall be obtained during examination period. CBSE shall ensure that candidates shall not take question paper or OMR sheet with him/her outside the Examination Hall.

1.7 Gathering of Examination materials after Examination

CBSE shall ensure that at each Centre, all the Examination materials (question papers, used and unused OMR Sheets, attendance sheets etc.) are properly sealed after their verification with reference to the number of candidates who have appeared for examination. CBSE shall also ensure the safe dispatch of all the sealed packets at the specified location.

1.8 Scanning of OMR sheets and Preparation of Results

CBSE shall ensure that the scanning of OMR Answer Sheets is done in a proper and correct manner. Scanned records must also be checked for correctness. Some of the validation checks that are required to be performed by CBSE are as under:

- Duplicate Roll number checking
- Missing Roll number checking
- Wrongly marked roll number checking
- Wrongly marked Answer
- Unreadable Answer

All the scanned records shall be posted to some RDBMS database (preferably SQL-Server or Oracle) by technical members of CBSE after their proper validation and checking. On the basis of the scanned records results shall be prepared as per criteria specified as under:

- a. In the written Examination, there are 60 Multiple Choice Questions from technical and aptitude section (Total Number of questions: 120) each.
- b. Every Question carries 1 mark and there is a negative marking of 0.25 for each wrong answer.



1.9 Deliverables

After completion of all the Examination and Post-Examination activities, all Examination Materials viz Question Papers, used and unused OMR sheets, Attendance Sheets, Results etc. along with soft copy of the collected data (including questions papers, answer key, scanned OMR records data, results sheets etc.), as part of this process in spread sheet or text in comma separated value (csv) format shall be provided by CBSE to NIELIT within time frame as given in the time schedule section of this MoU.

Note: CBSE will not communicate to any examination centre or any other stake holder that it is conducting recruitment test for NIELT.

2. ROLES & RESPONSIBILITIES OF NIELIT

- 2.1 To provide names of cities where examination will be conducted, examination syllabus, vacancy details and student's registration data in spread sheet or text in comma separated value (csv) format.
- 2.2 To make own arrangements to issue necessary press notifications/ advertisements.
- 2.3 To address and/or answer complaints submitted by candidates who have appeared in the recruitment examination.

3. NODAL OFFICERS

Both the organizations will identify nodal officers for single point contact. The mail transactions between these two nodal officers will be treated as official communication. The nodal officers would be responsible for the day to day affairs of the transactions arising out of this MoU. The signing authority of each organization can change its nodal officer at any time but information of the same would have to be given to the other signing authority without any delay. Each party will provide details of its nodal officer viz name, e-mail, postal address and mobile number to the other party of this MoU. Any communication made to the nodal officer for any day to day affairs of this MoU would be deemed to be communication made to the other party. However, all other important decisions should be communicated along with the nodal officer at the address of the other party and vice-versa given in this MoU.



4. TIME SCHEDULE

S.No	Description of Activity	Schedule
1.	Details of finalization/names of Examination Centre in specified cities as per advertisement	Within a week after the closing date of receipt of online applications.
2.	Conducting of Examination	On the specified date and times
3.	Scanning of OMR sheets, preparation of results and allocation of candidates to organizations as per the criteria	Within two weeks after the date of examination
3.	Handing over of all examination materials and soft copies of collected data during the process by CBSE to NIELIT	Within three weeks after the date of examination
4.	Verifications & confirmation of receipt of all examination materials, soft copies of records and closure of the Project by NIELIT.	Two weeks after handing over of entire material and data <i>by CBSE</i> to NIELIT

5. TERMS OF PAYMENT

NIELIT will pay charges to CBSE after reconciliation of accounts as mentioned below:

Item	Cost
Completion of all the tasks as per time schedule specified in section 5.	CBSE Charges @Rs. 600/- from General-Male candidates and @Rs. 300/- from all other candidates viz OBC/SC/ST/PWD/Women (inclusive of all taxes).

Note: NIELIT may release 30% of payment two weeks after the registration of candidates is over (i.e. 08-may-2013) after submission of bills by CBSE. Rest of the payment shall be released three weeks after the verification of entire examination material and data by NIELIT that has been provided by CBSE to NIELIT after submission of bills by CBSE.



6. GENERAL TERMS AND CONDITIONS

- The agreement shall be governed, interpreted and construed in accordance with the laws of India.
- In case of any delay or lapses on part of either party, the same shall be resolved in consultation between nodal officers of both the parties.

7. Relationship between the Parties

This Agreement is not intended by the Parties to constitute or create a joint venture, pooling arrangement, partnership or agency of any kind. Neither Party shall act as or hold itself out as an agent for the other, nor shall either Party create or attempt to create liabilities for the other Party.

8. CONFIDENTIALITY AND OWNERSHIP OF DATA

Entire Examination Data belonging to this examination will be the sole property of DeitY and NIELIT. In no case this should be shared with any other organization or individual and it should be kept confidential and out of reach by any means (including electronics means) except by authorized persons of CBSE/NIELIT. No person of CBSE either directly or indirectly shall favor any candidate(s) or get involved in facilitating, favoritism in any manner to any candidate(s) in any means and any manner.

9. SEVERABILITY

If any provision of this Agreement is invalid or unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party to the other and the remainder of this Agreement shall be valid and binding and of like effect as though such provision was not included herein. In addition, if any provision of this Agreement, for any reason, is declared to be invalid or unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

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10. INDEMNITY BY PARTIES

- a. The Party (the party who undertakes to indemnify or the wrongdoer) hereby undertakes and agrees to indemnify and keep the other party (the party who sought to be indemnified or the sufferer) harmless and keep the other party at all times fully indemnified and keep harmless from and against all actions, proceedings, claims, liabilities (including statutory liabilities), penalties, demands and costs (including without limitation, legal costs of other party on a solicitor / attorney and own client basis), awards, damages, losses and / or expenses however arising directly or indirectly as a result of:
- i. any breach or non-performance by the party of any of its undertakings, warranties, covenants, declarations or obligations under this MoU; or
 - ii. any claim or proceeding brought by the Citizen or any other person against other party in respect of any Products / Service offered by the party and it is proved that such cause of action has arisen due to the inaction or wrongdoing of the party or wrongdoer ; or
 - iii. any act, neglect or default of the party or wrongdoer's agents, employees, licensees or customers; or
 - iv. any act or omission by the party or wrongdoer in respect of the sale of its Products / Services
 - v. any fines, penalties or interest imposed directly or indirectly on other party or sufferer on account of the party or wrongdoer Products/Services or transactions conducted through the party or wrongdoer under this MoU.
 - vi. any claim or proceeding brought by a third person against the other party i.e. sufferer that the party infringes any intellectual or industrial property rights of that third party by the act of wrongdoer.
- b. If any proceeding is undertaken, which may give rise to the party liability, under this MoU, other party shall provide the party with prompt notice within maximum seven days in order to have an opportunity to participate in any such proceedings to represent its stand appropriately.
- c. Upon termination or expiry of this MoU:
- i. any outstanding indebtedness due by one party to the other shall become immediately due and payable;

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