

**MEMORANDUM OF UNDERSTANDING**

**(MOU)**

**BETWEEN**



**GOVERNMENT POLYTECHNIC, NAGPUR**  
**(An Autonomous Institute of Government of Maharashtra)**



**NATIONAL FIRE SERVICE COLLEGE, NAGPUR**  
**(MINISTRY OF HOME AFFAIRS, GOVERNMENT OF INDIA)**

**FOR**  
**OUTCOME BASED TRAININGS, NBA ACCREDITATION**  
**AND RELATED SERVICES**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (here in after called as the 'MOU') is entered in to on this the **twenty fourth day of May Two Thousand and twenty-two (24/05/2022)**, by and between **GOVERNMENT POLYTECHNIC (GPN), SADAR, NAGPUR**. The **First Party** represented herein by its **Principal Dr. Manoj B. Daigavane** (here in after referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

### AND

**NATIONAL FIRE SERVICE COLLEGE (NFSC), RAJNAGAR, NAGPUR** and represented here in by its Director- **Shri. R. S. Chaudhari** (here in after referred to as "**Second Party**", company which expression unless, excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

(First Party-GPN and Second Party-NFSC are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

### WHEREAS:

- A) First Party is
  - (i) **Government Polytechnic, Near Mangalwari Bazar, Sadar, Nagpur-GPN**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities and sharing of expertise.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Outcome Based Education, Training, and Research and Projects of mutual interest to achieve NBA Accreditation of Fire Engineering Program.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

- E) **National Fire Service College, Nagpur-NFSC**, the Second Party is a premier training institute under the functioning of Ministry of Home Affairs, Government of India and engaged in B. Tech in Fire Engineering education, Skill Development, Education and in the fields of – **Technical Education** and related fields.
- F) the Second Party

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

#### **CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty members of First Party providing significant inputs to them in developing suitable Teaching/Training systems, keeping in mind the needs of the OBE, NBA Accreditation and the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## CLAUSE 2

### SCOPE OF THE MOU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student and **teaching** community to enhance their skills and knowledge in OBE.
- 2.2 **Curriculum Design:** First Party will give valuable inputs to the Second Party in Teaching / Training methodology and suitably customize the curriculum so that the students and Faculty members fit into the OBE Philosophy meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; Both the parties mutually allow to permit their Faculty and Students to visit their institution and centers of excellence and also involve in Industrial Training Programs as and when required. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students and faculty to have a smooth transition from academic to working career. Whenever required the both parties will share their Labs / Workshops / Industrial Sites for the hands-on training of the learners.
- 2.4 **Students Projects:** Both the parties will support the students for projects through their faculty experts.
- 2.5 **Skill Development Programs:** First Party to train the students and faculty of Second Party on the emerging technologies in order to bridge the skill gap and make them industry ready and to update them as per the OBE curriculum.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the Faculty of the First Party on the Attainment Methodology and in house requirements.
- 2.7 **International Conferences/Workshops/Faculty Development Programs:** First Party to train the faculty members of Second Party for imparting training as per the Accreditation requirement and vice versa. Joint initiatives will be taken for organization of International Conferences/Workshops/Faculty Development Programs.



- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.9 There is no financial commitment on both the parties other than mentioned in the MOU. If there is any other financial consideration, it will be dealt separately.

**2.10 NBA Accreditation Perspective:**

- A. NFSC, the 2<sup>nd</sup> Party intends to get NBA Accreditation of Fire Engineering Programme.
- B. GPN, the 1<sup>st</sup> Party to provide advisory services towards NBA Accreditation.

In consideration of the mutual promises contained herein, NFSC and GPN agree on the following terms and conditions:

1. GP Nagpur agrees to depute its advisors periodically to NFSC until Accreditation.
2. GP Nagpur advisors shall organize seminar and training sessions for Management, Faculty and Staff members on Accreditation in online or at NFSC Nagpur as per the mutual convenience.
3. GPN Advisors shall undertake base-line audits for the institution.
4. GPN Advisors shall record their observations and suggestions and discuss the same with NFSC Director and his team.
5. GPN Advisors shall guide the NFSC representatives on things to be done to achieve high scores in Accreditation.
6. GPN Advisors shall monitor and ensure that their suggestions are implemented at NFSC.
7. GPN Advisors shall offer minimum 21 man-days of services at NFSC towards Accreditation.
8. GPN Advisors shall ensure submission of NBA Accreditation Reports as per the timeline decided by management.
9. NFSC Advisors shall render their services until the visit of Accreditation team and during the team's visit.

10. NFSC shall ensure that the suggestions of GPN are being carried out in the Institution.
11. NFSC shall ensure the fulfillment of the pre-qualifying form of NBA.
12. NFSC shall arrange/acquire additional resources (infrastructure facilities, human resources, equipments etc) as envisaged by GPN for successful Accreditation.
13. NFSC shall allocate necessary funds for faculty development, extra/co-curricular activities, Industry-Institution Interaction, Research and Development, Personality Development, Alumnae Club, etc
14. GPN Advisors shall conduct Accreditation-Preparedness and compliance Audits.
15. GPN agrees to extend its services at the special pricing and NFSC agrees to pay consultancy fees of **Rs. 2,80,000/- (Rs. Two Lakhs Eighty Thousand Only)** for one Program of Fire Engineering in the following manner.

S. No	Details	Payments (Rs.)	Cumulative Total (Rs.)
<b>A</b>	1 <sup>st</sup> Payment along with NFSC Acceptance letter and signing on the MOU.	50,000/-	50,000/-
<b>B</b>	During Submission of Pre-Qualifier of one Programme.	50,000/-	1,00,000/-
<b>C</b>	Balance Payment Schedule: -2 <sup>nd</sup> Payment-Submission of NBA SAR	1,00,000/-	2,00,000/-
	-3 <sup>rd</sup> Payment- Before Expert visit	50,000/-	2,50,000/-
<b>D</b>	On NBA Results	30,000/-	<b>2,80,000/-</b>

16. NFSC Agrees to meet the Local Hospitality during the visit of Advisors.
17. Payments shall be made by Check favoring "**Principal, Government Polytechnic, Nagpur**".
18. NFSC shall ensure a teamwork and completion of the assignment within the agreed man-days. Any inordinate delay shall be discussed and resolved by NFSC and GPN. NFSC will appoint three faculty members of the institute as NBA coordinators and

will be coordinating with **Chief coordinator of GPN for the task i.e. Dr. G. K. Awari.**

19. GPN agrees to appoint **Dr. G. K. Awari**, Head of Automobile Engineering Department at Government Polytechnic Nagpur as Chief coordinator for the project and NFSC agree to work together as a Team in achieving Accreditation Certification.

### **CLAUSE 3**

#### **INTELLECTUAL PROPERTY**

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

### **CLAUSE 4**

#### **VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period the First Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

### **CLAUSE 5**

#### **RELATIONSHIP BETWEEN THE PARTIES**

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make

agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party i.e. Nagpur. This undertaking is to be constructed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Nagpur**.

**AGREED:**

**For Government Polytechnic, Nagpur**

**For National Fire Service College, Nagpur**

  
**Principal**  
**Government Polytechnic, NAGPUR**  
**Dr. M. B. Daigavane**

  
**Shri. R. S. Chaudhari**

**Principal**

**Director**

Authorized Signatory

Authorized Signatory

Government Polytechnic,

National Fire Service College,

Near Mangalwari Bazar, Sadar, Nagpur

Rajnagar, Nagpur

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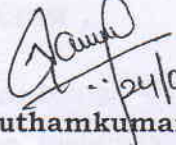
Witness 1:

  
24/5/22

**Name: Dr. G. K. Awari**

Designation: Head of Automobile  
Engineering Department, Government  
Polytechnic, Nagpur

Witness 2:

  
24/05/22

**Name: Dr. Gouthamkumar Nadakuditi**

Designation: Assistant Professor  
Electrical Engineering  
National Fire Service College, Nagpur.

