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SRO Ananthapur (R.O)

MEMORANDUM OF UNDERSTANDING (MoU) FOR ESTABLISHING CHAIR OF  
MINISTRY OF ROAD TRANSPORT AND HIGHWAYS (MoRTH) AT

JAWAHARLAL NEHRU  
TECHNOLOGICAL UNIVERSITY ANANTAPUR (JNTUA)

This Memorandum of Understanding (MOU) is entered into on this 22.06.2022 (Effective Date)

By and Between

Ministry of Road Transport & Highways, Government of India, having its headquarters at Transport Bhawan, 1, Parliament Street, New Delhi-110001 (hereinafter called as "MoRTH", which expression shall unless repugnant to the meaning or context thereof mean and include its successors in interest, administrators., legal representatives and assigns) of FIRST PARTY.

AND

Jawaharlal Nehru Technological University Anantapur (JNTUA), A State level Government University registered under Act No.30 of 2008, Government of A.P, having its registered office at Ananthapuramu, (herein after referred to as "JNTUA", which expression shall, unless it is repugnant to the context, its successors and permitted assigns) of SECOND PARTY.

(MORTH and JNTUA shall hereinafter be individually referred to as "PARTY" and collectively referred to as the "PARTIES")

### 1. General

1.1 For the purpose of this Memorandum of Understanding (MoU), the following expression shall have meaning hereby assigned to it except where the context otherwise requires:

- a. MoRTH representative means "Director General (Road Development) and Special Secretary" or anyone duly authorized by him in writing.
- b. JNTUA representative for the purpose of work shall mean the Registrar, JNTUA or anyone duly authorized by him in writing.

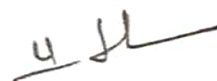
1.2. MoRTH and JNTUA are hereinafter collectively referred to as "Parties" and individually as a "Party" respectively, wherever the context so requires.

### 2. Scope of MOU

The JNTUA shall perform the services under this Memorandum of Understanding (MoU) in accordance with the para 4 of this MoU. The decision of Director General (Road Development) and Special Secretary with respect to Scope of activities shall be final.

### 3. Objectives

The creation of MoRTH Professorial Chair at JNTUA College of Engineering, Ananthapuramu (JNTUA CEA) shall focus on Academic collaboration, Research & Development, teaching and training in the area of Development of Highway sector. The Chair Professor will also act as a strategic advisor to the Ministry in areas of Bridge and Tunnel Engineering relevant to Road Transport & Highways.



#### 4. Activities

4.1 The Chair Professor will be an extended arm of Standards & Research wing of the Ministry of Road Transport and Highways (MoRTH), Govt. of India facilitating need-based research in the various areas of Highway, Bridge & Tunnel engineering and extend cooperation for processing R&D projects in Ministry. The Chair Professor will strengthen R&D activities of JNTUA in so far as the same relates to MoRTH and is expected to provide leadership in one, or many, of the following areas:

- A. Academic collaboration to develop expertise in Bridge & Tunnel engineering in the country.
- B. Artificial Intelligence and Machine Learning
- C. Geo-electrical System and Electronic Control Systems like SCADA in Bridge and Tunnel engineering.

4.2 The Chair Professor shall facilitate research in above areas through following activities:

A) Academic collaboration to develop expertise in Bridge & Tunnel engineering in the country.

i. To conduct M.Tech. Program in Bridge and Tunnel Engineering (shall be referred as 'PROGRAM') at JNTUA CEA with the financial support of Ministry of Road Transport & Highways.

ii. Program Structure and Content of M.Tech. Program in Bridge and Tunnel Engineering

a. The JNTUA CEA shall prepare the structure of the program, syllabus and scheme of examination through the standard procedures adapted by the University.

b. The JNTUA CEA shall take two representative(s) of the FIRST PARTY into the Board of Studies/Expert Committee constituted for development of program structure, syllabus and scheme of examination.

c. The nominated Co-ordinators of PARTIES shall implement the teaching of program content developed by the University.

iii. Venue of the program

a. The theory subjects and laboratory courses shall be taught at JNTUA CEA campus and the internship program/Industry training/thesis submission by





student shall be taken up at any of the areas in the country where Bridge and Tunnel works are going on under MoRTH.

- b. The JNTUA CEA shall provide classroom(s), laboratories and such other facilities required without any charge for conduct of the program.
- c. MoRTH Chair Professor shall act as Resident professor of the institute. In this regard, JNTUA may invite visiting faculty having vast knowledge of the subjects from premier institutes of the country and abroad. Association/Affiliation with universities of abroad (especially from Norway, Sweden and Austria) having lot of expertise in tunnel engineering may also be explored by JNTUA CEA.

#### **4.3 Faculty**

4.3.1. The SECOND PARTY shall be responsible for providing the faculty for the PROGRAM.

4.3.2. The remuneration to the faculty shall be paid by the SECOND PARTY from the funds provided by the FIRST PARTY as per the norms of the JNTUA for teaching theory and laboratories subjects in JNTUA CEA.

#### **4.4 Monitoring the program**

4.4.1. The PARTIES shall monitor the PROGRAM periodically, once in six months to assess the status and progress of the PROGRAM.

#### **4.5 Conduct of Examination, Award of degrees**

4.5.1. JNTUA CEA shall conduct the examinations as per the rules of the University and award the degrees to the successful candidates.

#### **5. Responsibilities of the PARTIES**

5.1. JNTUA shall establish a Professional Chair in the Civil Engineering Department, JNTUA CEA with the financial support of MoRTH. Selection of Chair Professor shall be done as per Para-8 of this MOU. The purpose of establishing the Professional Chair is to guide and to advise the SECOND PARTY for effective conduction of the proposed M. Tech Program.

5.2. The FIRST PARTY shall facilitate the work of Industrial training/Internship Program/Project Work whenever possible.

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- 5.3. Each of the PARTIES shall nominate its representative as a coordinator of this program and the coordinators shall be in touch with each other at all stages of the M. Tech. Program.
- 5.4. JNTUA CEA shall admit the candidates into the M. Tech. Program as per the admission guidelines and eligibility criteria in vogue.
- 5.5. The FIRST PARTY shall provide the required financial assistance towards the conduct of the PROGRAM and for the Establishment of the Professorial Chair for the initial five years period.
- 5.6. The SECOND PARTY shall establish Academic Linkages with reputed Institutions and Universities both at National and International Level. The facility of using the services of the experts from other institutions / industry as visiting Professors / Adjunct Faculty shall be explored.
- 5.7. The annual statement of income and expenditure relating to the Professorial Chair shall be furnished by SECOND PARTY to FIRST PARTY at the end of each financial year.
- 5.8. SECOND PARTY will take all reasonable steps to keep all expenses to the minimum consistent with sound economic and engineering practices.
- ✓ 5.9. The Chair Professor shall prepare and submit Annual Report of his/her work for the previous academic year. This report shall be forwarded along with an annual statement of accrual/utilization of funds, to MoRTH by 31<sup>st</sup> March of each year.
- 5.10 The chair Professor shall be required to attend the Office of MoRTH to review progress and receive suggestion when required by MoRTH which will not be normally more than once a quarter. JNTUA shall be required to submit interim reports on works completed as specified and financial details of money utilized in the form of a Utilization certificate indicating break-up of cost of study which should include purchase of equipment, if any for money so released by MoRTH from time to time as per existing administrative norms of JNTUA.

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## 6. Payment:

6.1. FIRST PARTY will make payment of Rs. 4 (four) Crores to the SECOND PARTY in phased manner as detailed in Annexure, for following purposes:

- a. Remuneration of MoRTH Chair
- b. Remuneration of Visiting Faculty (National and International)
- c. Internships (Visit of students to project sites)
- d. Laboratories for Bridge Engineering and Tunnel Engineering
- e. Non - Destructive Testing Apparatus
- f. Books and Journals
- g. Organizing of workshop/conference/seminar/summer school
- h. Travel & Contingencies
- i. Manpower

6.2. Any other Expenditure related to PROGRAM shall be made with prior approval of Management Committee.

## 7. Management committee

There will be a Management committee, which will be responsible for general review of the functioning of the chair. The committee shall meet at least once a year to plan, review and coordinate the activities pertaining to the chair. The committee will also approve the annual budget for the expenditure pertaining to the chair. The committee will consist of the following:

Vice Chancellor, JNTUA	Chairperson
Registrar, JNTUA	Member
MoRTH Chair Professor	Member
Nominee of MoRTH (to be decided)	Member
Principal, JNTUA CEA	Member & Convenor

## 8. Selection of the Chair Professor

8.1. The Chair Professor will be selected through an open advertisement, by the Selection Committee constituted by the University (including a member from MoRTH). JNTUA shall prepare guidelines for appointing MoRTH Chair Professor in consultation with MoRTH. JNTUA will take steps to ensure that the MoRTH Chair Professor is appointed within 2 months of the signing of the MoU. JNTUA shall take steps to ensure that Chair is not vacant. The appointee (He/She) to the Chair shall neither be deemed to be an employee of MORTH nor shall he/she claim for the same.

8.2. The tenure of the Chair Professor will be for a period of 5 Years, which may be re-nominated as per JNTUA norms. The upper age for occupying the Chair is 65 Years.

8.3. Except as MoRTH may otherwise agree, no changes shall be made in the proposed set up. If for any reason beyond the reasonable control of the JNTUA, it becomes necessary to change the set up, the same will be done only after obtaining prior approval of MoRTH.

8.4. If any person posted in the set-up is found by MoRTH to be incompetent in discharging his/her assigned duties, the MoRTH may request JNTUA to forthwith provide his/her placement with qualification and experience acceptable to both MoRTH and JNTUA. The JNTUA shall bear all additional cost arising out of or incidental to any replacement.

**9. Authorized Representative:**

Any action required or permitted to be taken, and any document required or permitted to be executed for the Project implementation under this contract may be taken or executed on behalf of the JNTUA by the Registrar, JNTUA or his designated representative and on behalf of MoRTH by Director General (Road Development) and Special Secretary or his designated representative.

**10. Indemnifications**

The JNTUA agrees to Indemnify, protect and defend at its own expense the MoRTH and their agents from and against all actions, claims and liabilities arising out of acts done by the JNTUA or its personnel in the performance of this MoU including the use or violation of any copyright works or literary or intellectual property or patented invention, article or appliance.

**11. Confidentially**

Except with the prior written consent of the MoRTH, JNTUA and its personnel shall not any time communicate to any person or entity any confidential information disclosed to them or the purpose of the services or discovered by them in the course of the services, nor shall JNTUA or its personnel make public any information as to their recommendations formulated in the course of or as a result of the services.





## **12. Prohibition on Conflicting Activities**

No member of the Personnel who is assigned to the contract on full time basis shall engage directly or indirectly, either in his name or through the consultant, in any other business or professional activities other than the performance of his duties or assignment under and during the currency of this Memorandum of Understanding (MoU).

## **13. Renewal and Termination of MOU**

**13.1.** This MOU shall be renewed before the expiry of five years and shall be renewed in writing and signed the PARTIES.

**13.2.** This MOU shall be terminated at any time by either PARTY by giving 3 months written notice to the effect giving reasons therefore. However, the termination of the PROGRAM shall come into force for the next Academic year only.

**13.3.** The PARTIES shall abide to the condition that the termination shall not affect the ongoing PROGRAM, which shall be fully completed as per the MOU.

## **14. Intellectual Property Rights (IPR) & Publications**

**14.1.** The Intellectual Property Rights of the results arising from the PROGRAM under this MoU, if any, which has the potential of commercial or otherwise importance shall be vested with both the PARTIES.

**14.2.** The PARTIES agree that they shall not take any action which will jeopardise securing Intellectual Property Right for the results arising out of the PROGRAM.

**14.3.** Research publications should be affiliated to both the PARTIES.

## **15. Force Majeure**

Neither party shall be held responsible for non-fulfilment of their respective obligation under this MOU due to the exigency of one or more of the Majeure events such as but not limited to acts of God, War, Flood, earthquakes, strikes, Lockouts, Epidemics, Riots, Civil Commotion, etc. provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to other party within one month of such occurrence or cessation. If the Majeure conditions continue beyond six months, the parties shall jointly and amicably decide about the future program of action to be taken.





## 16. Amendment of the MoU

- 16.1. No amendment or modification of this MoU shall be valid unless the same to be is made in writing by the PARTIES specifically stating the same to be amendment of this MoU and agreed by the PARTIES.
- 16.2. The amendment(s) shall be effective from the date on which they are executed by the PARTIES.

## 17. NOTICES

All notices and other communications required to be served on the PARTIES under this MoU shall be considered to be served if the same shall have been delivered to, left with or posted by registered mail to the PARTIES at as its last known address of business.

## 18. Settlement of disputes





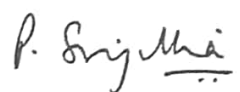
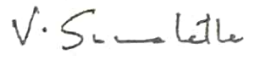
- 18.1. The PARTIES agree that any dispute arising out of this MoU shall be resolved amicably by mutual consultations.
- 18.2. In the event the parties are not successful in resolving any dispute arising out of this agreement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each party to the dispute, and in case of difference of opinion between them to an umpire appointed by the said two arbitrators or umpire, as the case may be, shall be final and binding on both parties. The venue of arbitration shall be at JNTUA, Anantapuramu, and the arbitration proceedings shall take place as per the provisions of the Indian Arbitration and conciliation Act 1996 as amendad.

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IN WITNESS WHEREOF, the Parties here to have caused this MOU to be signed in their respective names on this ~~22.06.2022~~ day, the month and the year herein before mentioned.

Parties	
For and on behalf of Ministry of Road Transport & Highways (MoRTH)	For and on behalf of JNTUA, Ananthapuramu
Signature 	Signature 
Name: <b>Dr. Sarangi</b> Designation: ADG (East Zone-II) Address:	Name : <b>Prof. C. Sashidhar</b> Designation : Registrar Address: J N T University Anantapur Ananthapuramu - 515002
Seal:	Seal: <b>REGISTRAR</b> <b>J.N.T.U. Anantapur</b> <b>ANANTAPURAMU-515002</b>
Witness: (Name & Address)  1. P. Murali Mohan Superintending Engineer (R&B) NH Circle, Anantapur  2. D. Madhusudhan Rao Executive Engineer (R&B) NH Division, Anantapur  Signature:  1.   2. 	Witness: (Name & Address)  1. Prof. P. Sujatha Principal, JNTUA College of Engineering, Ananthapuramu  2. Prof. V. Sumalatha Director, Academic & Planning, JNTUA  Signature:  1.   2. 



### Annexure

SL. No.	Item	Payment Phasing (in Rs. Lakhs)						
		Fy 2022-23	Fy 2023-24	Fy 2024-25	Fy 2025-26	Fy 2026-27	Fy 2027-28	Total
1.	Remuneration(MoRTH Chair)	25.00	30.00	30.00	30.00	30.00	5.00	150.00
2.	Books and Journals	0.50	1.00	1.00	1.00	1.00	0.50	5.00
3.	Travel(Local& National)	0.50	1.00	1.00	1.00	1.00	0.50	5.00
4.	Secretarial Assistance	1.00	2.00	2.00	2.00	2.00	1.00	10.00
5.	Organizing of Workshop /Conference/seminar/ summer school	2.00	3.00	3.00	3.00	3.00	1.00	15.00
6.	Contingency (towards hiring assistance for field work/data collection & analysis/office expenses)	1.00	2.00	2.00	2.00	2.00	1.00	10.00
7.	Visiting Faculty (National and International)	10.00	16.00	16.00	16.00	16.00	6.00	80.00
8.	Internships (Visit of students to various bridges, North and Hill Regions)	3.00	5.00	5.00	5.00	5.00	2.00	25.00
9.	Laboratories (Bridge Engineering and Tunnel Engineering) a. Structural Bridge Design b. Midas Civil. c. SCADA d. GEO's Software e. FEM-Tunnel f. Csi Bridge Software g. Fides -Win Tube tunnellingConstruction	45.00	1.00	1.00	1.00	1.00	1.00	50.00
10.	Non - Destructive Testing Apparatus a. Static Load Tester b. Profometer rebar locators and corrosion analysis c. Concrete Surface Resistivity Meter d. Permeability Tester e. GiateciCOR f. GiatecXcell g. Crack detection microscope	45.00	1.00	1.00	1.00	1.00	1.00	50.00
		133.00	62.00	62.00	62.00	62.00	19.00	400.00