

NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA-136119

AGENDA	:	50 th Meeting of Board of Governors
Place	:	NIT Transit House C-15, Panchsheel Enclave New Delhi-110017
Day, date and time	:	Thursday, the 20 th June, 2019

at 2.00 pm

Item No.	Subject	Page No.
BoG 50.1	To note the leave of absence of members.	1
BoG 50.2	To confirm the minutes of the 49 th meeting of the Board of Governors of National Institute of Technology, Kurukshetra held on 01.03.2019.	2 – 12
BoG 50.3	To note the Action Taken Report on the minutes of 49 th Meeting of Board of Governors of National Institute of Technology, Kurukshetra held on 01.03.2019.	13 – 17
BoG 50.4	To apprise the Board about various initiatives / activities / achievements undertaken in the Institute by the Director.	18 – 22
BoG 50.5	To consider and approve the minutes of 40 th meeting of Finance Committee, National Institute of Technology, Kurukshetra held on 01 st March, 2019.	23 – 28
BoG 50.6	To note the minutes of 35 th meeting of the Senate, National Institute of Technology Kurukshetra held on 31.05.2019.	29 – 36
BoG 50.7	To approve the items nos. S 35.03, S 35.04, S 35.08 & 35.10 of 35 th meeting of the Senate, National Institute of Technology, Kurukshetra held on 31.5.2019.	37 – 48
BoG 50.8	To consider and review the performance evaluation (quarterly basis) as per Clause-H of the Memorandum of Understanding (MoU) between National Institute of Technology (NIT), Kurukshetra and administrative Ministry of Human Resource Development (MHRD), Department of Higher Education, New Delhi for the year 2018-19.	49 – 70

BoG 50.9	To note the action taken by the Institute on the Memorandum of Understanding (MoU) between National Institute of Technology (NIT), Kurukshetra and administrative Ministry of Human Resource Development (MHRD), Department of Higher Education, New Delhi for the year 2019-20.	71 – 85
BoG 50.10	To consider and approve the Panel of Experts (Board Nominee) for recruitment of Academic Staff (excluding the Director and the Deputy Director) in various subjects.	86
BoG 50.11	To consider and approve the Panel of Experts for recruitment of Technical, Administrative & Ministerial Staff, senior administrative and other comparable posts.	87
BoG 50.12	To note the action taken / progress made by the Institute on the proposal to set up Siemens Centre of Excellence (CoE) at National Institute of Technology, Kurukshetra in terms of guidelines issued by MHRD.	88 – 114
BoG 50.13	To note the status of Atal Incubation Centre (AIC) at NIT Kurukshetra and to approve the revised drafts of AoA and MoA in accordance with the directions of the Registrar of Companies, Ministry of Corporate Affairs.	115 – 132
BoG 50.14	To adopt the amendments in the guidelines for utilization of Cumulative Professional Development Allowance (CPDA) as approved by Council of NITSER in its 11 th meeting held on 18.07.2018.	133 – 136
BoG 50.15	To adopt the clarifications on the implementation of Recruitment Rules for Faculty of NITs in the Institute as per the MHRD letter dated 16.04.2019.	137 – 144
BoG 50.16	To adopt the Recruitment Rules (2019) for Non-Teaching posts in the Institute as per the MHRD letter dated 20.02.2019 and letter dated 04.04.2019.	145 – 151
BoG 50.17	To note the recommendations of Oversight Committee for removal of anomalies of non-teaching staff in the NITs.	152 – 165
BoG 50.18	To consider the recommendations of MACP Committee of the Institute to grant 3 rd MACP with Grade Pay of Rs.4600/-w.e.f.01.09.2008 instead of 03.07.2010 in respect of Shri Ranbir Singh, Assistant (Retired on 31.03.2012).	166 – 171
BoG 50.19	To consider and approve the recommendation of the Selection Committee for appointment of Technical Officer (Electrical Engineering), Medical Officer and Senior Technical Officer.	172 – 176
BoG 50.20	To report the appointment of non-teaching posts at the Institute.	177 – 197

BoG 50.21	To consider and approve the recommendation of the Selection Committee for mapping of existing Associate Professors with AGP of Rs. 9,000/- to 9,500/	198 – 202
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BoG 50.23	To report the approval accorded by the Hon'ble Chairperson (Acting), Board of Governors.	213 – 227
BoG 50.24	To consider instructions of Government of India regarding reimbursement of tuition fee for eligible SC/ST students studying in IITs/NITs.	228 – 239
BoG 50.25	To consider the fixation of minimum pay in the Pay Band-3 of Rs.15600-39100 plus AGP of Rs.7000/- in respect of Assistant Professors recruited in the year 2012 and 2013 with reference to the Agenda Item No.44.14.	240 – 251
BoG 50.26	Review of the agenda item no. 46.15 to fix the pay of Assistant Professors recruited in PB-3 with AGP of Rs.6000/-against the Advt. No.14/2012 and Advt. No.05/2013 reg.	252 – 298
BoG 50.27	To consider and decide on the advice of the Central Vigilance Commission about the CVC complaints of NIT Kurukshetra.	299
BoG 50.28	To consider for the engagement of the Dental Surgeon on full time on contract basis for the Health Centre of the Institute.	300 – 302
BoG 50.29	To note the Office Memorandum dated 19.01.2019 and 31.012019 issued by Department of Personnel & Training, Govt. of India regarding reservation for Economically Weaker Sections (EWSs) in direct recruitment in civil posts and services in the Govt. of India.	303 – 312
BoG 50.30	To consider and approve the minutes of Finance Committee on item No. 41.7 regarding approval of Annual Accounts for the year 2018-19	313 – 314
	Any other item	



BoG 50.1 To note the leave of absence of members.

The absence / leave of absence of members, if any, to be considered and noted.

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BoG 50.2 To confirm the minutes of the 49th meeting of the Board of Governors of National Institute of Technology, Kurukshetra held on 01.03.2019.

The minutes of the 49th meeting of the Board of Governors held on 1st March, 2019 were circulated to all the members of the Board on by e-mail dated 01.03.2019 with the request to send their comments, if any.

No comments have been received from any member of the Board.

The minutes are enclosed as <u>Annexure – 50.2 (i) from pages 7 to 12</u> and are summarized as under:

Item No.	Agenda	Minutes
BoG 49.1	To note the leave of absence of members.	The Board granted leave of absence to Ms Bhagyesh Soneji who could not attend the meeting.
BoG 49.2	To confirm the minutes of the 47 th meeting of the Board of Governors of National Institute of Technology, Kurukshetra held on 09.01.2019.	The Board confirmed the minutes of the 47 th meeting of the Board of Governors of National Institute of Technology, Kurukshetra held on 09.01.2019.
BoG 49.3	To confirm the minutes of the 48 th (Emergent) meeting of the Board of Governors of National Institute of Technology, Kurukshetra held on 01.02.2019.	The Board confirmed the minutes of the 48 th (Emergent) meeting of the Board of Governors of National Institute of Technology, Kurukshetra held on 01.02.2019. The Board was apprised that the comments on the recorded minutes of 48 th (Emergent) meeting of the Board were invited from its members of vide letter No.NITK/48 th BoG / 1275 dated 09.02.2019 within two days. No comments were received from any members of the Board since now. The minutes of the item placed in the 48 th (Emergent) meeting of BoG were confirmed by the Board in the meeting. The Board noted the same.
BoG 49.4	To note the Action Taken Report on the minutes of the 47 th meeting of the Board of Governors of National Institute of Technology, Kurukshetra held on 09.01.2019.	The Board noted the Action Taken Report on the minutes of the 47 th meeting of the Board of Governors of National Institute of Technology, Kurukshetra held on 09.01.2019.



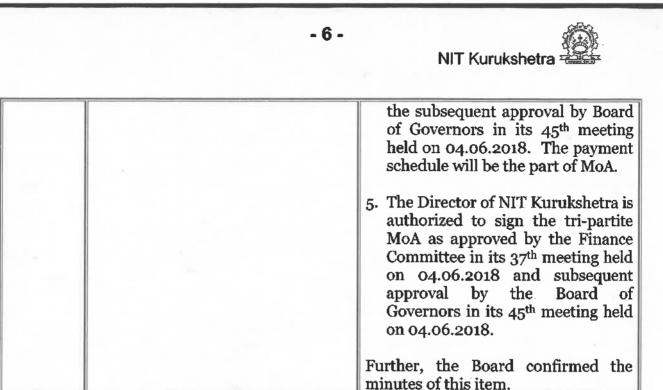
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BoG 49-5	To note the Action Taken Report on the minutes of 48 th (Emergent) Meeting of Board of Governors of National	The Board Noted the Action Taken Report on the minutes of 48 th (Emergent) Meeting of Board of Governors of National Institute of
	Institute of Technology, Kurukshetra held on 01.02.2019.	Technology, Kurukshetra held on 01.02.2019.
BoG 49.6	To consider and approve the minutes of 39 th meeting of Finance Committee, National Institute of Technology, Kurukshetra held on 09 th January, 2019.	The Board considered and approved the minutes of 39 th meeting of Finance Committee, National Institute of Technology, Kurukshetra held on 09 th January, 2019.
BoG 49.7	To consider and approve the recommendations of the Selection Committee constituted for the appointment of Professors.	The Board was informed that the selections for the post of Professors have been made following due process as per the provisions of the NIT Act and Statutes thereof and Recruitment Rules. The Board considered the same and approved the recommendations of the Selection Committee constituted for the appointment of Professors and authorised the Institute to implement the above decision.
BoG 49.8	To consider the revision of allowances of faculty, Scientific/ design staff and non-teaching staff as per recommendations of 7 th Central Pay Commission.	The Board considered and adopted the revision of allowances of faculty, Scientific/ design staff and non- teaching staff as per recommendations of 7 th Central Pay Commission.
BoG 49.9		The Board noted the action taken by the Institute for the appointment of Assistant Professors in the Institute with reference to the decision of Hon'ble High Court of Punjab and Haryana, Chandigarh.
BoG 49.10	To note the instructions issued by MHRD for improving Financial Management and strict compliance of rules/procedures in Institutes.	The Board noted the instructions issued by MHRD for improving Financial Management and strict compliance of rules/procedures in the Institute.
BoG 49.11	To consider according approval of draft Articles of Association (AOA) and Memorandum of Association (MOA) for the registration of "Atal Incubation Centre (AIC)-	The Board granted approval of draft Articles of Association (AOA) and Memorandum of Association (MOA) for the registration of "Atal Incubation Centre (AIC)-NIT Kurukshetra at National Institute of



	NIT Kurukshetra at National Institute of Technology, Kurukshetra" from Office of Registrar of Companies, Ministry of Corporate Affairs New Delhi.	Technology, Kurukshetra" from Office of Registrar of Companies, Ministry of Corporate Affairs New Delhi. The Board further decided that consequent developments in this regard be apprised to the Board in its subsequent meetings.
ANY OTHER ITEM:		Keeping in view the urgency of matter, the minutes of 40 th meeting of the Finance Committee held or 01.03.2019 on item FC 40.6 was placed before the Board of Governors for consideration and approval. The recommendations of the Finance Committee on Item FC 40.6 are as under:
		FC 40.6 To consider proposal to set up Siemens Centre of Excellence (CoE) at Nationa Institute of Technology Kurukshetra in terms of guidelines issued by MHRD.
		The representative of SISW apprised the Finance Committee that the company cannot provide the item- wise prices due to policy of the company due to confidentiality aspect, but they have shown the commercial and academic prices of product items on-line to be given to NIT Kurukshetra. After the satisfaction of the members and also in view of the earlier decisions of the Finance Committee and subsequent approval by the BoG, the Finance Committee approved as under:-
		1. The DPR along with Annexure-I. Bill of Material (BOM), Annexure- II: Technical Specifications and acceptances of terms and conditions of MHRD guidelines relating to setting up of CoE by the Siemens and the NIT Kurukshetra may be approved.
		2. The Institute share of Rs.24.44 crores required for the said



proposal may be approved out of
the IRG of the current financial year 2018-19 instead of HEFA loan.
Further, the Finance Committee recommended the above minutes for the approval of BoG.
The Board considered the above recommendations of the Finance Committee and decided as under:
1. The DPR alongwith Annexure-I: Bill of Material (BOM), Annexure- II: Technical Specifications and acceptances of terms and conditions of MHRD guidelines relating to setting of CoE by the Siemens and the NIT Kurukshetra is approved.
2. As per DPR, the toal project cost of the proposed Siemens CoE is Rs.188,85,95,559/- inclusive of all applicable taxes. Out of this project cost, the Grant-in-Kind provided by the Siemens as per its Global Academic Program is Rs.164,41,52,245/ The share/contribution of the NIT Kurukshetra is Rs.24,44,43,313/- (Rs.20,71,55,350/- with applicable GST @ 18%). So NIT Kurukshetra share for Rs.24.44 crore is approved for setting up Siemens of CoE at NIT Kurukshetra.
3. The Institute share of Rs.24.44 crores required for the said proposal is approved out of the IRG of the current financial year 2018-19 instead of HEFA loan.
4. The above mentioned share/payment be made by NIT Kurukshetra as per the payment schedule as approved by the Finance Committee in its 37 th meeting held on 04.06.2018 and



The Board of Governors may confirm the minutes of the 49th meeting of the Board of Governors held on 01.03.2019.



NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA KURUKSHETRA – 136119 (HARYANA)

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MINUTES OF THE 49th MEETING OF THE BOARD OF GOVERNORS OF NATIONAL INSTITUTE OF TECHNOLOGY, KURUKSHETRA

The 49th meeting of the Board of Governors of National Institute of Technology, Kurukshetra was held on Friday, the 1st March, 2019 at 12.30 p.m. at NIT Transit House C-15, Panchsheel Enclave New Delhi-110017.

Present:-

1.	Dr. Satish Kumar Director NIT, Kurukshetra	Chair	person (Acting)
2.	Shri Madan Mohan, Dy. Director General Department of Higher Education, MHRD Representative of Additional Secretary (Technical Education) Department of Higher Education Ministry of Human Resource Development Government of India, Shastri Bhawan New Delhi - 110 015		Member
3.	Smt. Darshana M. Dabral Joint Secretary and Financial Advisor Ministry of Human Resource Development Government of India, Shastri Bhawan New Delhi – 110 015	******	Member
4.	Prof. Jyotindra S. Sahambi Professor & Associate Dean (Faculty Affairs & Administration) Representative of Director, IIT Ropar, Ropar, Punjab – 140001		Member
5.	Dr. Pawan Kumar Garga, Director & Professor H.P University Business School Summer Hill Shimla (HP) – 171005		Member

Minutes of 49th Meeting of Board of Governors held on 1" March, 2019.

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6. Dr. S. K. Madan Professor Civil Engineering Department NIT, Kurukshetra

7. Sh. Karan Sharma Assistant Professor Electronics and Communication Engineering Department NIT, Kurukshetra

Member

Member

8. Dr. Surinder Deswal Secretary Registrar (I/C) NIT, Kurukshetra

At the outset, the Hon'ble Chairperson (Acting) welcomed the members of the 49th meeting of the Board of Governors of the Institute and asked the secretary to present the agenda items.

The discussions / decisions taken are recorded as hereunder:

BoG 49.1 To note the leave of absence of members.

The Board granted leave of absence to Ms Bhagyesh Soneji who could not attend the meeting.

BoG 49.2 To confirm the minutes of the 47th meeting of the Board of Governors of National Institute of Technology, Kurukshetra held on 09.01.2019.

The Board confirmed the minutes of the 47th meeting of the Board of Governors of National Institute of Technology, Kurukshetra held on 09.01.2019.

BoG 49.3 To confirm the minutes of the 48th (Emergent) meeting of the Board of Governors of National Institute of Technology, Kurukshetra held on 01.02.2019.

The Board confirmed the minutes of the 48th (Emergent) meeting of the Board of Governors of National Institute of Technology, Kurukshetra held on 01.02.2019.

The Board was apprised that the comments on the recorded minutes of 48^{th} (Emergent) meeting of the Board were invited from its members of vide letter No.NITK/ 48^{th} BoG / 1275 dated 09.02.2019 within two days. No comments were received from any members of the Board since now. The minutes of the item placed in the 48^{th} (Emergent) meeting of BoG were confirmed by the Board in the meeting. The Board noted the same.



Minutes of 49th Meeting of Board of Governors held on 1st March, 2019.

BoG 49.4 To note the Action Taken Report on the minutes of the 47th meeting of the Board of Governors of National Institute of Technology, Kurukshetra held on 09.01.2019.

The Board noted the Action Taken Report on the minutes of the 47th meeting of the Board of Governors of National Institute of Technology, Kurukshetra held on 09.01.2019.

BoG 49.5 To note the Action Taken Report on the minutes of 48th (Emergent) Meeting of Board of Governors of National Institute of Technology, Kurukshetra held on 01.02.2019.

The Board Noted the Action Taken Report on the minutes of 48th (Emergent) Meeting of Board of Governors of National Institute of Technology, Kurukshetra held on 01.02.2019.

BoG 49.6 To consider and approve the minutes of 39th meeting of Finance Committee, National Institute of Technology, Kurukshetra held on 09th January, 2019.

The Board considered and approved the minutes of 39th meeting of Finance Committee, National Institute of Technology, Kurukshetra held on 09th January, 2019.

BoG 49.7 To consider and approve the recommendations of the Selection Committee constituted for the appointment of Professors.

The Board was informed that the selections for the post of Professors have been made following due process as per the provisions of the NIT Act and Statutes thereof and Recruitment Rules. The Board considered the same and approved the recommendations of the Selection Committee constituted for the appointment of Professors and authorised the Institute to implement the above decision.

BoG 49.8 To consider the revision of allowances of faculty, Scientific/ design staff and non-teaching staff as per recommendations of 7th Central Pay Commission.

The Board considered and adopted the revision of allowances of faculty, Scientific/ design staff and non-teaching staff as per recommendations of 7th Central Pay Commission.

BoG 49.9 To note the action taken by the Institute for the appointment of Assistant Professors in the Institute with reference to the decision of Hon'ble High Court of Punjab and Haryana, Chandigarh.

> The Board noted the action taken by the Institute for the appointment of Assistant Professors in the Institute with reference to the decision of Hon'ble High Court of Punjab and Haryana, Chandigarh.

BoG 49.10 To note the instructions issued by MHRD for improving Financial Management and strict compliance of rules/procedures in Institutes.

The Board noted the instructions issued by MHRD for improving Financial Management and strict compliance of rules/procedures in the Institute.

BoG 49.11 To consider according approval of draft Articles of Association (AOA) and Memorandum of Association (MOA) for the registration of "Atal Incubation Centre (AIC)-NIT Kurukshetra at National Institute of Technology, Kurukshetra" from Office of Registrar of Companies, Ministry of Corporate Affairs New Delhi.

The Board granted approval of draft Articles of Association (AOA) and Memorandum of Association (MOA) for the registration of "Atal Incubation Centre (AIC)-NIT Kurukshetra at National Institute of Technology, Kurukshetra" from Office of Registrar of Companies, Ministry of Corporate Affairs New Delhi. The Board further decided that consequent developments in this regard be apprised to the Board in its subsequent meetings.

ANY OTHER ITEM:

Keeping in view the urgency of matter, the minutes of 40th meeting of the Finance Committee held on 01.03.2019 on item FC 40.6 was placed before the Board of Governors for consideration and approval. The recommendations of the Finance Committee on Item FC 40.6 are as under:

FC 40.6 To consider proposal to set up Siemens Centre of Excellence (CoE) at National Institute of Technology, Kurukshetra in terms of guidelines issued by MHRD.

> The representative of SISW apprised the Finance Committee that the company cannot provide the itemwise prices due to policy of the company due to confidentiality aspect, but they have shown the

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commercial and academic prices of product items online to be given to NIT Kurukshetra. After the satisfaction of the members and also in view of the earlier decisions of the Finance Committee and subsequent approval by the BoG, the Finance Committee approved as under:-

1. The DPR along with Annexure-I: Bill of Material (BOM), Annexure-II: Technical Specifications and acceptances of terms and conditions of MHRD guidelines relating to setting up of CoE by the Siemens and the NIT Kurukshetra may be approved.

- 2. The Institute share of Rs.24.44 crores required for the said proposal may be approved out of the IRG of the current financial year 2018-19 instead of HEFA loan.
- Further, the Finance Committee recommended the above minutes for the approval of BoG.

The Board considered the above recommendations of the Finance Committee and decided as under:

- 1. The DPR alongwith Annexure-I: Bill of Material (BOM), Annexure-II: Technical Specifications and acceptances of terms and conditions of MHRD guidelines relating to setting of CoE by the Siemens and the NIT Kurukshetra is approved.
- 2. As per DPR, the toal project cost of the proposed Siemens CoE is Rs.188,85,95,559/- inclusive of all applicable taxes. Out of this project cost, the Grantin-Kind provided by the Siemens as per its Global Academic Program is Rs.164,41,52,245/-. The share/contribution of the NIT Kurukshetra is Rs.24,44,43,313/- (Rs.20,71,55,350/- with applicable GST @ 18%). So NIT Kurukshetra share for Rs.24.44 crore is approved for setting up Siemens of CoE at NIT Kurukshetra.
- 3. The Institute share of Rs.24.44 crores required for the said proposal is approved out of the IRG of the current financial year 2018-19 instead of HEFA loan.
- 4. The above mentioned share/payment be made by NIT Kurukshetra as per the payment schedule as approved by the Finance Committee in its 37th meeting held on

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Minutes of 49th Meeting of Board of Governors held on 1st March, 2019.

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04.06.2018 and the subsequent approval by Board of Governors in its 45^{th} meeting held on 04.06.2018. The payment schedule will be the part of MoA.

5. The Director of NIT Kurukshetra is authorized to sign the tri-partite MoA as approved by the Finance Committee in its 37th meeting held on 04.06.2018 and subsequent approval by the Board of Governors in its 45th meeting held on 04.06.2018.

Further, the Board confirmed the minutes of this item..

The meeting ended with a vote of thanks to the Chair.

(Surinder Deswal) Registrar (I/C) & Secretary Board of Governors NIT, Kurukshetra

(Satish Kumar) Chairperson (Acting), Board of Governors and Director NIT, Kurukshetra

BoG 50.3 To note the Action Taken Report on the minutes of 49th Meeting of Board of Governors of National Institute of Technology, Kurukshetra held on 01.03.2019.

The Board may please note the action taken report on the minutes of 49th meeting of the Board of Governors of National Institute of Technology, Kurukshetra held on 01.03.2019.

Item No.	Subject	Action Taken
BoG 49.1	To note the leave of absence of members.The Board granted leave of absence to Ms Bhagyesh Soneji who could not attend the meeting.	No further action required.
BoG 49.2	To confirm the minutes of the 47 th meeting of the Board of Governors of National Institute of Technology, Kurukshetra held on 09.01.2019.	
	The Board confirmed the minutes of the 47 th meeting of the Board of Governors of National Institute of Technology, Kurukshetra held on 09.01.2019.	No further action required.
BoG 49-3	To confirm the minutes of the 48 th (Emergent) meeting of the Board of Governors of National Institute of Technology, Kurukshetra held on 01.02.2019.	
	The Board confirmed the minutes of the 48 th (Emergent) meeting of the Board of Governors of National Institute of Technology, Kurukshetra held on 01.02.2019.	No further action required.
	The Board was apprised that the comments on the recorded minutes of 48^{th} (Emergent) meeting of the Board were invited from its members of vide letter No.NITK/ 48^{th} BoG / 1275 dated 09.02.2019 within two days. No comments were received from any members of the Board since now. The minutes of the item placed in the 48^{th} (Emergent) meeting of BoG were confirmed by the Board in the meeting. The Board noted the same.	

BoG 49.4	To note the Action Taken Report on the minutes of the 47th meeting of the Board of Governors of National Institute of Technology, Kurukshetra 	No further action required.
BoG 49.5	To note the Action Taken Report on the minutes of 48 th (Emergent) Meeting of Board of Governors of National Institute of Technology, Kurukshetra held on 01.02.2019.	
	The Board Noted the Action Taken Report on the minutes of 48 th (Emergent) Meeting of Board of Governors of National Institute of Technology, Kurukshetra held on 01.02.2019.	No further action required.
Bo G 49.6	To consider and approve the minutes of 39 th meeting of Finance Committee, National Institute of Technology, Kurukshetra held on 09 th January, 2019.	
	The Board considered and approved the minutes of 39 th meeting of Finance Committee, National Institute of Technology, Kurukshetra held on 09 th January, 2019.	No further action required.
BoG 49.7	To consider and approve the recommendations of the Selection Committee constituted for the appointment of Professors.	~
	The Board was informed that the selections for the post of Professors have been made following due process as per the provisions of the NIT Act and Statutes thereof and Recruitment Rules. The Board considered the same and approved the recommendations of the Selection Committee constituted for the appointment of Professors and authorised the Institute to implement the above decision.	Letters have been issued to the selected candidates and they have joined their duties.

Agenda of 50th Meeting of Board of Governors (20.06.2019)

BoG 49.8	To consider the revision of allowances of faculty, Scientific/ design staff and	
	non-teachingstaffasperrecommendationsof 7thCentral PayCommission.The Board considered and adopted therevision of allowances of faculty, Scientific/design staff and non-teaching staff as perrecommendationsof 7thCentral PayCommission.	Noted for compliance.
BoG 49.9	To note the action taken by the Institute for the appointment of Assistant Professors in the Institute with reference to the decision of Hon'ble High Court of Punjab and Haryana, Chandigarh. The Board noted the action taken by the Institute for the appointment of Assistant Professors in the Institute with reference to the decision of Hon'ble High Court of Punjab and Haryana, Chandigarh.	Interview were held during 06.02.2019 to 28.02.2019. However, as per CWP No. 4053 of 2019 the results are to be declared after the decision of Hon'ble High Court. Next date of hearing is 12.07.2019.
BoG 49.10	To note the instructions issued by MHRD for improving Financial Management and strict compliance of rules/procedures in Institutes. The Board noted the instructions issued by MHRD for improving Financial Management and strict compliance of rules/procedures in the Institute.	Noted for compliance.
BoG 49.11	To consider according approval of draft Articles of Association (AOA) and Memorandum of Association (MOA) for the registration of "Atal Incubation Centre (AIC)-NIT Kurukshetra at National Institute of Technology, Kurukshetra" from Office of Registrar of Companies, Ministry of Corporate Affairs New Delhi. The Board granted approval of draft Articles of Association (AOA) and Memorandum of Association (MOA) for the registration of	A separate agenda item is being placed vide item No.
	Association (MOA) for the registration of "Atal Incubation Centre (AIC)-NIT Kurukshetra at National Institute of Technology, Kurukshetra" from Office of Registrar of Companies, Ministry of Corporate Affairs New Delhi. The Board further decided that consequent developments in this regard be apprised to the Board in its subsequent meetings.	BoG 50.13.

ANY OTHER ITEM:	Keeping in view the urgency of matter, the minutes of 40 th meeting of the Finance Committee held on 01.03.2019 on item FC 40.6 was placed before the Board of Governors for consideration and approval. The recommendations of the Finance Committee on Item FC 40.6 are as under:	
	FC 40.6 To consider proposal to set up Siemens Centre of Excellence (CoE) at National Institute of Technology, Kurukshetra in terms of guidelines issued by MHRD.	
	The representative of SISW apprised the Finance Committee that the company cannot provide the item-wise prices due to policy of the company due to confidentiality aspect, but they have shown the commercial and academic prices of product items on- line to be given to NIT Kurukshetra. After the satisfaction of the members and also in view of the earlier decisions of the Finance Committee and subsequent approval by the BoG, the Finance Committee approved as under:-	A separate agenda item is being placed vide item No. BoG 50.12.
	1. The DPR along with Annexure-I: Bill of Material (BOM), Annexure-II: Technical Specifications and acceptances of terms and conditions of MHRD guidelines relating to setting up of CoE by the Siemens and the NIT Kurukshetra may be approved.	
	2. The Institute share of Rs.24.44 crores required for the said proposal may be approved out of the IRG of the current financial year 2018-19 instead of HEFA loan.	
	Further, the Finance Committee recommended the above minutes for the approval of BoG.	
•	The Board considered the above recommendations of the Finance Committee and decided as under:	
	1. The DPR alongwith Annexure-I: Bill of Material (BOM), Annexure-II: Technical Specifications and acceptances of terms	

	and conditions of MHRD guidelines relating to setting of CoE by the Siemens and the NIT Kurukshetra is approved.	
	2. As per DPR, the toal project cost of the proposed Siemens CoE is Rs.188,85,95,559/- inclusive of all applicable taxes. Out of this project cost, the Grant-in-Kind provided by the Siemens as per its Global Academic Program is Rs.164,41,52,245/ The share/contribution of the NIT Kurukshetra is Rs.24,44,43,313/- (Rs.20,71,55,350/- with applicable GST @ 18%). So NIT Kurukshetra share for Rs.24.44 crore is approved for setting up Siemens of CoE at NIT Kurukshetra.	
	3. The Institute share of Rs.24.44 crores required for the said proposal is approved out of the IRG of the current financial year 2018-19 instead of HEFA loan.	
	4. The above mentioned share/payment be made by NIT Kurukshetra as per the payment schedule as approved by the Finance Committee in its 37^{th} meeting held on 04.06.2018 and the subsequent approval by Board of Governors in its 45^{th} meeting held on 04.06.2018. The payment schedule will be the part of MoA.	
4	5. The Director of NIT Kurukshetra is authorized to sign the tri-partite MoA as approved by the Finance Committee in its 37 th meeting held on 04.06.2018 and subsequent approval by the Board of Governors in its 45 th meeting held on 04.06.2018.	
	Further, the Board confirmed the minutes of this item.	

The Board may please note.

BoG 50.4 To apprise the Board about various initiatives / activities / achievements undertaken in the Institute by the Director.

A brief summary of the initiatives / activities / achievements undertaken

in the Institute since the last BoG meeting held on 01.03.2019 is as under:

1. NIRF-2019

The Institute has been ranked at 41st position in the NIRF ranking–2019 which is an improvement by two steps compared to 2018 ranking. This is owing to the concerted efforts of all stakeholders.

2. Atal Incubation Centre

The concerted efforts are being made towards establishing the Atal Incubation Centre under Atal Innovation Mission for which the grant of Rs.10 crores has already been sanctioned by NITI Aayog. As one of the requirements, the Company has already been incorporated with the name "**AIC NIT Kurukshetra Foundation**" and the same has been got registered by the Registrar, Corporate affairs, Ministry of Corporate Affairs.

3. Recruitment of Faculty and Non-Teaching Staff

The selection process for the recruitment of faculty at all levels in various departments has been completed. The selection process for the recruitment of Non-teaching staff has also been completed and 42 new staff members have already joined the services of the Institute.

4. Technical Education Quality Improvement Program (TEQIP) –III

The Institute is effectively utilizing the funds received under TEQIP-III in conducting various activities suggested under the scope of the project which are broadly under the following three categories, namely Procurement Goods, Academic Processes and Operating costs. The total expenditure, since the inception of the project, under procurement is Rs. 40.35 Lakhs, undxer Academic process Rs. 82.85 Lakhs and under Operating Costs is Rs. 23.23 Lakhs.

5. Unnat Bharat Abhiyan

The Institute has been designated as one of the 40 Regional Coordinating Institutes (RCI) all over India under Unnat Bharat Abhiyan (UBA) with IIT Delhi being the National Coordinating Institute and as such has been given the responsibility of coordinating the UBA activities of the Participating Institutes (PIs) in the state of Haryana. The Institute as RCI is working towards achieving the goals and objectives of UBA. On the occasion of World Environment Day on 5th June 2019, saplings were planted in the three adopted villages under UBA.

6. Major Academic Activities

- (i) Academic audit of all twenty M. Tech programs being offered in various departments/schools was got done by inviting eminent experts from premier institutions of the country like IITs/ IISc. Based on the suggestions and critical input received from the experts, necessary steps are being taken towards improving the overall academics and in particular the M.Tech. programs. It was a very comprehensive exercise that was taken up with all sincerity and necessary follow up will definitely help enhance the quality of academic programs & research at the Institute.
- (ii) The Curriculum of all twenty M.Tech. programs being offered in various departments/schools has been revised incorporating the suggestions received during academic audit and through interactions with industry, students and Alumni. The revised curriculum shall be made effective w.e.f. the Academic Session 2019-2020.
- (iii) The students of B.Tech. final year (admitted under new B.Tech. scheme) will be given option to choose electives through online platform-NPTEL/SWAYAM for UG courses.
- (iv) As per the notification of MHRD for Implementation of EWS (Economically Weaker Section) reservation in the intake of UG & PG programs w.e.f. session 2019-20, the Institute has been preparing the additional requirements of laboratories and arrangements of classes.

7. T&P Cell & Alumni Activities

- (i) More than 85% of UG students have been placed through campus with highest package of 40 lakhs and average package of 8.5 lakhs during the academic session 2018-19;
- (ii) More than 120 PG Internships were facilitated for the batch of 2017-19 and 2018-20 during the current academic year.
- (iii) Employability assessment tests were conducted for more than 2200 UG students to improve their employability skills through the external agency

 the Aspiring Minds Assessment Pvt. Ltd., as an activity under TEQIP-III.
- (iv) Guidelines for six-month internship/ industrial training/ project for B. Tech. programs have been formulated and shared with prospective companies and Alumni of the Institute.

ACEET | AEON Center of Excellence on Emerging Technologies

More than 60 industry professionals/faculty/students were trained on emerging technologies resulting in IRG of Rs. 17 Lakhs.

NITKAA | NIT Kurukshetra Alumni Association

More than 500 Alumni from different batches visited the Institute and made a significant financial contribution of about Rs. 60 lakhs in addition to other commitments for upliftment of the institute.

8. Centre of "Internet of Things":

The lab equipment (H/W & S/W) for the initiated in Electronics & Communication Department with the seed money being provided by the Alumni of the 1968-73 batch, has been finalized and the procurement is under process.

9. Faculty Centric Activities:

- (i) Applications of faculty processed for attending International & National conferences/workshops/visits/STCs etc. under CPDA in India and abroad examined & processed = 30 Nos.
- (ii) Conferences/Workshops/STCs organized = 15 Nos.
- (iii) Expert Lectures arranged = 5 nos.
- (iv) Guidelines to organize Short Term Courses (STCs)/ Faculty Development Programs (FDPs)/ Short Term Training Programs (STTPs)/ Workshops/ Seminars/ Conferences/ Symposium/ Expert Lectures were prepared & circulated.
- (v) Preparation of database of R & D facilities & equipments installed in the institute is in progress which will be uploaded on National Portal I-STEM i.e. Indian Science Tech. & Engg. Facilities map which is managed by IISc Bangalore.
- (vi) Implementation of Indian Research Information Networks System (IRINS) scheme for collecting information about research publications of the faculty is in progress under Information & Library Network Centre (INFLIBNET).

9. Miscellaneous Students' Activities

- Newly constructed Multi-Purpose Boys' Hostel No.11 was inaugurated on 1st January, 2019
- (ii) 25th January, 2019 was celebrated as National Voters' Day
- (iii) Annual Cultural Fest of the Institute 'Confluence-2019' was organized at NIT, Kurukshetra from 13.2.2019 to 16.2.2019 in which students from around 40 colleges participated with more than 2000 participants in 100+ events. Shri Sudhanshu Vats, CEO of VIACOM TV 18 and our

distinguished alumnus was the Chief guest on the inaugural function whereas Renowned Bharatnatyam exponent madam Rama Vaidya Nathan graced the inaugural function as the Guest of honour and gave her performance.

(iv) The teams of students have been paritcaping in various competitions and winning prizes such as Runners up position in SBI- YONO quiz at Regional as well as National level, 2nd positions in Group Dance at NIT Jalandhar and IIT Mandi etc.

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- (v) Matrabhasha Diwas was celebrated on 21st February, 2019
- (vi) A Two-Day Science Conclave (February 27-28, 2019) was organized in the Institute for the school and UG & PG science students from different parts of Haryana.
- (vii) The Institute had applied for setting up self-financed National Service Scheme (NSS) unit for students and got the approval of competent authority for the same.
- (viii) Biometrics Attendance Machine for marking late entries of students installed at the entry gates of the Institute
- (ix) The General Fitness and Professional Aptitude Examination was conducted for B.Tech Final Year students by the external examiners invited from reputed Institutes. On the basis of the feedback received from the students, the external experts have submitted their views/suggestions/comments and action on their suggestions are under process.
- 11. A meeting of CW (Boys), CW (Girls), Professor I/C (Students' Clubs & Technical Societies), Professor I/C (Physical Education), Professor I/C (GD & RC) and Dr. Chhaya Tomar, Counsellor was held on 8.5.2019 in the office of the Dean (SW) to discuss the reasons of emotional issues & stress and suitable measures to be taken to handle these issues amicably.

12. Conduction of Sports related Activities:

- (i) Annual Athletics Meet (CITIUS'19) from 18th to 20th January, 2019 where renowned boxer Shri Manoj Kumar was the Chief Guest at the Prize distribution function.
- (ii) Republic Day celebration.
- (iii) Open Badminton Championship.
- (iv) Preparation for celebration of International Yoga Day, on 21st June, 2019 in this regard a Power Yoga camp is being conducted from 20th May to 20th

June, 2019 in the Sports Complex for the Faculty, Staff & Students of the Institute.

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13. Extended Manpower:

Appointment of 04 coaches (Part time on contract) one each in Football, Kabaddi, Volleyball & Gym Instructor and weight Lifting coach for a period from 18.04.2019 to 30.04.2019.

14. Participation and Achievements in Sports Tournaments:

The students of the Institute have been actively participating in various inter NITs and other sports tournaments across the country and winning laurels to the Institute such as Gold Medal in Athletics in All India inter NIT Athletics tournament held in March 2019 at NIT Warangal.

15. Research & Consultancy

- (i) Total ongoing R&D Projects: 38 worth Rs. 763.59 Lakhs.
- (ii) Number of R&D Projects submitted to different funding agencies since January 2019 is: 11 worth Rs. 295.97 lakhs.
- (iii) The Institute is partner in the IMPRINT-II SERB-DST Project titled " Desiccant Solar Still" worth Rs. 60.02 Lakhs with Dr. M.P. Maiya, IIT Madras as the PI and Dr. Saourav Mitra, IIT Kharagpur, and Dr. Avadhesh Yadav, NIT KKR as the Co-PIs.
- (iv) Total No of Consultancy Jobs :1905 (during the F.Y. 2018-19) worth Rs. 706.66 Lakhs.
- (v) Dr. Anurag Gaur, Assistant Professor, Physics Deptt. has successfully developed high Performance symmetric super capacitors device using gel electrolyte (Polyvinyl alcohol (PVA)-KOH) demonstrating the product development as flexible energy storage device for electric vehicles
- (vi) 04 Patents have been filed by the faculty members in different areas of research since the last Board meeting. However, a total of 36 patents have been filed so far.

Besides the above major activities, various routine academic activities are being conducted to improve Teaching, Learning and Research competence of the faculty, improve student learning, and student employability. In nutshell, constant efforts are made towards bringing in betterment in the overall academic ambience in the Institute and thus taking the Institute to higher level of excellence.



BOG 50.5 To consider and approve the minutes of 40th meeting of Finance Committee, National Institute of Technology, Kurukshetra held on 01st March, 2019.

The 40th meeting of the Finance Committee was held on 01st March, 2019 in Transit House, C-15, Panchseel Enclave, New Delhi.

In this meeting, 07 agenda items were placed for consideration by the Finance Committee. The minutes of the Finance Committee are enclosed as <u>Annexure – 50.5 (i) from pages 25 to 27</u> and are summarized as under:

Agenda No.	Item	Summarized Decision of Finance Committee
FC 40.1	To confirm the minutes of 39 th meeting of Finance Committee, National Institute of Technology, Kurukshetra held on 09.01.2019.	The Finance Committee confirmed the minutes of the 39 th Finance Committee held on 09.01.2019.
FC 40.2	To note follow up action taken on the decision of 39 th meeting of Finance Committee held on 9 th January, 2019.	The Finance Committee noted the 'follow up action taken' by the Institute on the decisions taken in the 39 th meeting of Finance Committee held on 9 th January, 2019.
FC.40.3	To consider implementation of revision of emoluments and guidelines on service conditions for research personnel engaged in R&D program of the Central Government Departments/Agencies and approval additional funds required for its implementation.	The Finance Committee considered and recommended to the Board for the implementation of revision of emoluments to SRF/JRF with effect from 1.1.2019 as per the guidelines on service conditions for research personnel engaged in R&D program of the Central Government Departments/Agencies according to the Office Memorandum F.12-2/2019-U1 dated 31 st January 2019.
FC.40.4	To consider the re-appropriation of Revised Budget Estimate (RBE) for the financial year 2018-19.	The item was withdrawn
FC.40.5	To grant the fixed medical allowance to Pensioners & Family Pensioners consequent to implementation of Pension.	The Finance Committee recommended to the Board that the fixed medical allowance of the pensioners & family pensioners may be enhanced from Rs.500/- to Rs.1000/- w.e.f. 19.7.2017 in view of the OM No.4/34/2017- P&PW(D) dated 19 th July, 2017 issued by Govt. of India, Ministry of Personnel, Public Grievances & Pensions (Department of Pension & Pensioners' Welfare), New Delhi.

		It is further submitted that the enhanced Fixed Medical Allowance may be paid to the Pensioners w.e.f. 1.7.2017 as has been mentioned at para 3 under the Office Memorandum dated 19 th July, 2017, mentioned above copy enclosed as Annexure 50.5(ii) on page 28.
FC.40.6	To consider proposal to set up Siemens Centre of Excellence (CoE) at National Institute of Technology, Kurukshetra in terms of guidelines issued by MHRD	The representative of SISW apprised the Finance Committee that the company cannot provide the item wise prices due to policy of the company due to confidentiality aspect, but they have shown the commercial and academic prices of product items on-line to be given to NIT Kurukshetra. After the satisfaction of the members and also in view of the earlier decisions of the Finance Committee and subsequent approval by the BoG, the Finance Committee approved as under:
		 The DPR along with Annexure-I: Bill of Material (BOM), Annexure-II: Technical Specifications and acceptances of terms and conditions of MHRD guidelines relating to setting up of CoE by the Siemens and the NIT Kurukshetra may be approved. The Institute share of Rs.24.44 crores required for the said proposal may be approved out of the IRG of the current financial year 2018-19 instead of HEFA loan.
		Further, the Finance Committee recommended the above minutes for the approval of BoG.
FC.40.7	To note the instructions issued by MHRD for improving Financial Management and strict compliance of rules/procedures in Institutes	The Finance Committee noted the instructions issued by the MHRD for improving financial management and strict compliance of rules/procedures in Institutes. The Finance Committee further advised the Institute to comply with the instructions issued by the MHRD in its letter and spirit.

In view of the above, it is proposed that "the minutes of 40th meeting of the Finance Committee may be approved".

NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA KURUKSHETRA - 136119 Haryana



MINUTES OF 40th MEETING OF FINANCE COMMITTEE

Minutes of 40th Meeting of the Finance Committee, NIT, Kurukshetra held on Wednesday, 01st March, 2019 at 11.30 a.m. in Transit House, C-15, Panchseel Enclave, New Delhi

Present:

- Dr. Satish Kumar Director National Institute of Technology Kurukshetra
- Sh. Madan Mohan Deputy Director General Department of Higher Education, MHRD Representative of Technical Education Department, MHRD, Representative of Addl. Secretary (TE), Department of Higher Education Ministry of Human Resource Development Govt. of India, Shastri Bhawan New Delhi – 110015
- Smt. Darshana M. Dabral, Joint Secretary & Financial Advisor (IFD), Department of Higher Education Ministry of Human Resource Development Govt. of India, Shastri Bhawan New Delhi – 110015
- Dr. Pawan Kumar Garga Director & Professor, Himachal Pradesh University Business School Summer Hills Shimla-171005 (HP)
- Dr. S.K.Madan, Professor, Civil Engineering Department, National Institute of Technollogy Kurukshetra-136119
- Dr. Surinder Deswal Registrar In-charge National Institute of Technology Kurukshetra

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Member

Chairperson (Acting)

Member

Member

Member

Member-Secretary

NIT Kurukshetra

At the outset, the Hon'ble Chairperson (Acting) welcomed the members present in the 40th meeting of the Finance Committee of the Institute. Thereafter, the Chairperson (Acting) asked Member-Secretary to present the agenda items.

The discussion/decisions in respect of each item are recorded as hereunder:

FC 40.1 To confirm the minutes of 39th meeting of Finance Committee, National Institute of Technology, Kurukshetra held on 09.01.2019.

The Finance Committee confirmed the minutes of the 39th Finance Committee held on 09.01.2019.

FC 40.2 To note follow up action taken on the decision of 39th meeting of Finance Committee held on 9th January, 2019

The Finance Committee noted the 'follow up action taken' by the Institute on the decisions taken in the 39th meeting of Finance Committee held on 9th January, 2019.

FC.40.3 To consider implementation of revision of emoluments and guidelines on service conditions for research personnel engaged in R&D program of the Central Government Departments/Agencies and approval additional funds required for its implementation.

> The Finance Committee considered and recommended to the Board for the implementation of revision of emoluments to SRF/JRF with effect from 1.1.2019 as per the guidelines on service conditions for research personnel engaged in R&D program of the Central Government Departments/Agencies according to the Office Memorandum F.12-2/2019-U1 dated 31st January 2019.

> The Finance Committee further approved that the additional funds of Rs.16.08 lacs required for its implementation during the current financial year 2018-19 may be met from the existing budget of 2018-19.

FC.40.4 To consider the re-appropriation of Revised Budget Estimate (RBE) for the financial year 2018-19.

The item was withdrawn.

FC.40.5 To grant the fixed medical allowance to Pensioners & Family Pensioners consequent to implementation of Pension.

The Finance Committee recommended to the Board that the fixed medical allowance of the pensioners & family pensioners may be enhanced from Rs.500/- to Rs.1000/- w.e.f. 19.7.2017 In view of the OM No.4/34/2017-P&PW(D) dated 19th July, 2017 issued by Govt. of India, Ministry of

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Minutes of 40th meeting of Finance Committee held on 01st March, 2019

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NIT Kurukshetra

Personnel, Public Grievances & Pensions (Department of Pension & Pensioners' Welfare), New Delhi.

FC.40.6

To consider proposal to set up Siemens Centre of Excellence (CoE) at National Institute of Technology, Kurukshetra in terms of guidelines issued by MHRD

The representative of SISW apprised the Finance Committee that the company cannot provide the item-wise prices due to policy of the company due to confidentiality aspect, but they have shown the commercial and academic prices of product items on-line to be given to NIT Kurukshetra. After the satisfaction of the members and also in view of the earlier decisions of the Finance Committee and subsequent approval by the BoG, the Finance Committee approved as under:-

- The DPR along with Annexure-I: Bill of Material (BOM), Annexure-II: Technical Specifications and acceptances of terms and conditions of MHRD guidelines relating to setting up of CoE by the Siemens and the NIT Kurukshetra may be approved.
- 2. The Institute share of Rs.24.44 crores required for the said proposal may be approved out of the IRG of the current financial year 2018-19 instead of HEFA loan.

Further, the Finance Committee recommended the above minutes for the approval of BoG.

FC.40.7 To note the instructions issued by MHRD for improving Financial Management and strict compliance of rules/procedures in Institutes

The Finance Committee noted the instructions issued by the MHRD for improving financial management and strict compliance of rules/procedures in Institutes. The Finance Committee further advised the Institute to comply with the instructions issued by the MHRD in its letter and spirit.

The meeting ended with a vote of thanks to the Chair.

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(Surinder Deswal) Registrar In-charge Member-Secretary, FC NIT Kurukshetra

(Satish Kumar) Director, NIT Kurukshetra & Chairperson (Acting), Finance Committee, NIT Kurukshetra

Minutes of 40th meeting of Finance Committee held on 01st March, 2019

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No.4/34/2017-P&PW(D) Government of India Ministry of Personnel, Public Grievances & Pensions (Department of Pension & Pensioners' Welfare)

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3rd Floor, Lok Nayak Bhawan, Khan Market, New Delhi-110 003, Dated the 19th July, 2017

OFFICE MEMORANDUM

Subject: Grant of Fixed Medical Allowance (FMA) to the Central Government Pensioners residing in areas not covered under CGHS.

The undersigned is directed to say that at present Fixed Medical Allowance (FMA) is granted to the Central Government pensioners/family pensioners residing in areas not covered under Central Government Health Scheme administered by the Ministry of Health & Family Welfare and corresponding health schemes administered by other Ministries/Departments for their retired employees for meeting expenditure on their day-to-day medical expenses that do not require hospitalization. Orders were issued vide this Department's O.M. No. 4/25/2008-P&PW(D) dated 19-11-2014 for enhancement of the amount of Fixed Medical Allowance from Rs. 300/- to Rs. 500/-per month w.e.f. 19.11.2014.

2. Consequent upon the decision taken by the Government on the recommendations of the 7th Central Pay Commission on Allowances (with modifications), sanction of the President is hereby conveyed for enhancement of *t* the amount of Fixed Medical Allowance from Rs 500/- to Rs 1000/- per month. The other conditions for grant of Fixed Medical Allowance shall continue to be as contained in this Department's OMs No. 45/57/97-P&PW(C) dated 19.12.1997, 24.8.1998, 30.12.1998, 18.8.1999 and OM No. 4/25/2008-P&PW(D) dated 19.11.2014.

3. These orders will take effect from 01.07.2017.

4. In their application to the persons belonging to the Indian Audit and Accounts Department, these orders issue in consultation with the Comptroller and Auditor General of India vide their UO No. 169-Staff (Rules)/A.R/01-2016 dated 18.07.2017.

5.. These orders are issued with the concurrence of the Ministry of Finance (Deptt. of Expenditure) vide their OM No. 11-1/2016-IC dated 11.07.2017.

96. Hindi version will follow.

(Sanjay Wadhawan)

(Sanjay Wadhawan) Deputy Secretary to the Govt. of India Tel. No.24655523

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All Ministries/ Departments of Government of India (As per standard mailing list)

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BoG 50.6 To note the minutes of 35th meeting of the Senate, National Institute of Technology Kurukshetra held on 31.05.2019.

A brief summary of the minutes of 35^{th} meeting of the Senate, National Institute of Technology Kurukshetra held on 31.5.2019 is given below and the minutes of the meeting are enclosed as <u>Annexure - 50.6(i) from</u> <u>pages 30 to 36.</u>

ltem No.	Agenda	Decision Taken
S. 35.01	To confirm the minutes of 34 th Senate meeting held on 24.9.2018.	The Senate confirmed the minutes of 34 th Senate meeting held on 24.9.2018.
S. 35.02	To note the action taken report on the minutes of 34 th Senate meeting held on 24.9.2018.	The Senate noted the actions taken report on the minutes of the34 th Senate meeting held on 24.9.2018 with the following observations: S 34.10: The Committee may be constituted by the Chairman, Senate for framing the guidelines for awarding Best Major Project Award for UG students and the committee to submit the report at the earliest.
S 35.05	To deliberate & consider proposed guidelines/modifications for improving institute academics.	The Chairman of the Committee gave a presentation for improving institute academics. The Senate deliberated the proposed guidelines at length and emphasized that students' feedback needs to be taken regarding the same.
S. 35.06	To consider the change of subject code in M.Tech. Embedded system Design Scheme.	The Senate approved the change of subject code in M.Tech. Embedded system Design Scheme as per the agenda.
S. 35.07	To note the nomination of three educationists of repute as member on the Senate of the Institute.	The Senate noted the nomination of three educationists of repute as member on the Senate of the Institute.
S. 35.09	To consider and note the reports of the Performance Auditor and the Mentor of TEQIP-III	The Senate noted the reports of the Performance Auditor and the Mentor of TEQIP-III

The Board may note the minutes of 35th meeting of the Senate, National Institute of Technology Kurukshetra held on 31.5.2019.

ANNEXURE - 50.6 (i)



NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA

MINUTES OF 35th MEETING OF THE SENATE

Minutes of the 35thmeeting of the Senate, NIT, Kurukshetra held on 31st May 2019 at 2.30 a.m. in theSenate Hall of the Institute.

Members Present:

1. Dr. Satish Kumar Director National Institute of Technology Kurukshetra

External Members:

- 2. Dr. Rashmi Gaur Professor & Head, Deptt. of HSS IIT Roorkee
- 3. Dr. S.K. Mehta Professor, Deptt. of Chemistry Punjab University, Chandigarh

(Department wise & in alphabetical order)

Civil Engineering Department

- 4. Prof. ArunGoel, Professor
- 5. Prof. Ashwani Jain, Professor
- 6. Prof. Baldev Setia, Professor
- 7. Prof.H.K. Sharma, Professor
- 8. Prof. Mahesh Pal, Professor
- 9. Prof. Saraswati Setia, Professor
- 10. Prof. S.K. Madan, Professor
- 11. Prof. S.K. Patidar, Professor
- 12. Prof. S.M. Gupta, Professor
- 13. Prof. S.N. Sachdeva, Professor
- 14. Prof. Surinder Deswal, Professor

Minutes of 35thmeeting of Senate on 31.5.2019

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Chairperson

Members



Computer Engineering Department

15. Prof. Sanjay Kumar Jain, Professor 16. Prof. R.K. Aggarwal, Professor

Chemistry Department

17. Prof. MinatiBaral, Professor

Computer Application Department

18. Prof. Ashutosh Kumar Singh, Professor

Electrical Engineering Department

Prof. A.Swarup, Professor
 Prof. Lillie Dewan, Professor
 Prof. G.L. Pahuja, Professor
 Prof. Jagdeep Singh Lather, Professor
 Prof. K.S. Sandhu, Professor
 Prof. JyotiOhri, Professor
 Prof. L.M. Saini, Professor
 Prof. R.S. Bhatia, Professor
 Prof. Sathans, Professor
 Prof. Yashpal, Professor

Electronics & Communication Engineering Department

29. Prof. Brahmjit Singh, Professor
 30. Prof. O.P. Sahu, Professor
 31. Prof. Rajoo Pandey, Professor
 32. Prof. UmeshGhanekar, Professor
 33. Prof. N.P. Singh, Associate Prof. & HOD

Humanities & Social Sciences Department

34. Prof. VikasChoudhary, Professor

Mechanical Engineering Department

35. Prof. Ajai Jain, Professor
 36. Prof. Dixit Garg, Professor
 37. Prof. GianBhushan, Professor
 38. Prof. Hari Singh, Professor
 39. Prof. Meenu, Professor
 40. Prof. Pankaj Chandna, Professor

Minutes of 35thmeeting of Senate on 31.5.2019

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41. Prof. P.C. Tiwari, Professor
42. Prof. P.K. Saini, Professor
43. Prof. Puneet Kumar, Professor
44. Prof. Surjit Angra, Professor
45. Prof. V.K. Bajpai, Professor
46. Prof. Vinod Kumar, Professor

Mathematics Department

47. Prof. Paras Ram, Professor

Business Administration 48. Prof. Neeraj Kaushik, Associate Prof. & HOD

Physics Department

49. Prof. Ashavani Kumar, Professor 50. Prof. NeenaJaggi, Professor 51. Prof. R.P. Chauhan, Professor

Member of BOG as Special Invitee

52. Prof. Karan Sharma, Associate Professor

Special Invitee

53. Prof. A.S.V. Ravi Kanth, Associate Professor & Prof. I/C (Exam.)

The following members could not attend the meeting:

1. Prof. Sudhir Kumar, MNIT Jaipur

External Member

Internal Members

(Department wise & in alphabetical order) Civil Engineering Department

- 2. Prof. Anupam Mittal
- 3. Prof. K.K. Singh
- 4. Prof. PratibhaAggarwal
- 5. Prof. S.M. Gupta
- 6. Prof. SubodhRanjan
- 7. Prof. V.K. Arora

Minutes of 35th meeting of Senate on 31.5.2019



Computer Engineering Department

8. Prof. A.K. Singh

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9. Prof. J.K. Chhabra

10. Prof. Mayank Dave

Electrical Engineering Department

- 11. Prof. Ashwani Kumar
- 12. Prof. RatnaDahiya

Mechanical Engineering Department

13. Prof. Dinesh Khanduja, Professor

Chemistry Department

- 14. Prof. Dinesh Kumar, Professor
- 15. Prof. D.P. Singh, Professor

Electronics & Communication Engineering Department

16. Prof. R.K. Sharma, Professor

Humanities & Social Science Department

- 17. Prof. Kiran, Professor
- 18. Prof. Rajendra Kumar, Professor

At the outset, Hon'ble Director& Chairman Senate welcomed all External & Internal members who attended the Senate meeting for the first time and accorded permission to present the agenda of the meeting.

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The agenda was taken up and following decisions were taken in the meeting:

S 35.01 To confirm the minutes of 34th Senate meeting held on 24.9.2018.

The Senate confirmed the minutes of 34th Senate meeting held on 24.9.2018.

Minutes of 35th meeting of Senate on 31.5.2019



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NIT Kurukshetra

To note the action taken report on the minutes of 34th Senate meeting S 35.02 held on 24.9.2018.

The Senate noted the actions taken report on the minutes of the34th Senate meeting held on 24.9.2018 with the following observations:

The Committee may be constituted by the Chairman, Senate S 34.10: for framing the guidelines for awarding Best Major Project Award for UG students and the committee to submit the report at the earliest.

To note the minutes of 56th meeting of SCSA held on 28.3.2019, continued on 4.4.2019 and 57th meeting of SCSA held on 3.5.2019. S 35.03

The Senate noted the minutes of 56th meeting of SCSA held on 28.3.2019, continued on 4.4.2019 and 57th meeting of SCSA held on 3.5.2019 with the following observations/decisions:

SCSA 56.01 The approved seat matrix for Ph.D. programmes in light of increase of seats due to implementation of EWS reservation be placed before BOG for approval. The seat matrix for UG and PG was revised as per MHRD guidelines and have been taken under senate agenda S35.04.

SCSA 56.02 While deliberating on Ph.D. ordinance, it was decided:

- that para 2 under R 7.2 contradicts the definition of 'Co-supervisor' as i. defined on page 7-8 of Ph.D. ordinance. Accordingly, the said paragraph "A non Ph.D. scientist/engineer having experience (in relevant area of research) of 15 years or more at the level of Associate Professor or higher may also be appointed as Cosupervisor" be deleted from Ph.D. ordinance.
- Ħ. Under clause R-2 (iv), it is to be added that "The tenure of external expert will be two years"
- the publication requirement in refereed non-paid journals should be ÌĤ. indexed in "SCI/SCIE/Scopus" instead of "SCI/SCIE/Scopus/Web of Science". Accordingly, the "Web of Science" mentioned in indexing of journals be deleted from Ph.D. ordinance at all places.
- under clause R-13 of thesis submission, it is to be added that "Thesis " ·iv. should be submitted along with plagiarism report as per the parameters decided by the Institute from time to time".

Minutes of 35th meeting of Senate on 31.5.2019

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SCSA 57.01 After detailed deliberations, the proposed M.Tech. Scheme (to be implemented from academic session 2019-2020), was approved after incorporating the suggestions of Senators. Further it was decide to delete the journals indexed in web of science for M.Tech. evaluation.

S 35.04 To note the approval of Chairman, Senate for revised seat matrix for UG & PG programmes due to implementation of EWS reservation.

The Senate adopted the revised seat matrix for UG & PG programmes due to implementation of EWS reservation and recommended to the Board for approval.

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S 35.05 To deliberate & consider proposed guidelines/modifications for improving institute academics.

The Chairman of the Committee gave a presentation for improving institute academics. The Senate deliberated the proposed guidelines at length and emphasized that students' feedback needs to be taken regarding the same.

S 35.06 To consider the change of subject code in M.Tech. Embedded system Design Scheme.

The Senate approved the change of subject code in M.Tech. Embedded system Design Scheme as per the agenda.

S 35.07 To note the nomination of three educationists of repute as member on the Senate of the Institute.

The Senate noted the nomination of three educationists of repute as member on the Senate of the Institute.

Minutes of 35thmeeting of Senate on 31.5.2019



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S 35.08 To consider and approve the Panel of Expert Nominee of Senate from outside the Institute on the Selection Committees for recruitment of Academic Staff.

The Senate approved the Panel of 'Expert Nominee of Senate' from outside the Institute on the Selection Committees for recruitment of Academic Staff and recommended to the Board for approval.

S 35.09 To consider and note the reports of the Performance Auditor and the Mentor of TEQIP-III

The Senate noted the reports of the Performance Auditor and the Mentor of TEQIP-III

Any other item:

S 35.10 With the permission of the Chair, the issue related to change the names of some M.Tech. programmes was also discussed. The following decisions were taken:

Existing name of M.Tech. programme	Approved Name
Thermal	Thermal Engineering (w.e.f. academic year 2019-20)
Soil Mechanics & Foundation Engineering	Geotechnical Engineering (w.e.f. academic year 2020-21)
Industrial & Production Engg.	Production & Industrial Engg. (w.e.f. academic year 2020-21)

The meeting ended with a vote of thanks to the Chair.

(Surinder Deswal) Registrar Incharge & Secretary, Senate

(K S Sandhu) Dean (Agademic)

(Satish Kumar) Director & Chairman Senate

Minutes of 35th meeting of Senate on 31.5.2019

BoG 50.7 To approve the items nos. S 35.03, S 35.04, S 35.08 & 35.10 of 35th meeting of the Senate, National Institute of Technology, Kurukshetra held on 31.5.2019.

The minutes of items nos. S 35.03, S 35.04 & S 35.08 of 35^{th} meeting of the Senate held on 31.5.2019 are enclosed as <u>Annexure - 50.7 (i)</u> from pages <u>38</u> to <u>40</u> and are reproduced as under:

S 35.03 To note the minutes of 56th meeting of SCSA held on 28.3.2019, continued on 4.4.2019 and 57th meeting of SCSA held on 3.5.2019.

The Senate noted the minutes of 56th meeting of SCSA held on 28.3.2019 continued on 4.4.2019 and 57th meeting of SCSA held on 3.5.2019 with the following observations / decisions:

SCSA 56.01 The approved seat matrix for Ph.D. programmes in light of increase of seats due to implementation of EWS reservation be placed before BOG for approval. The seat matrix for UG and PG was revised as per MHRD guidelines and have been taken under senate agenda S35.04.

S 35.04 To note the approval of Chairman, Senate for revised seat matrix for UG & PG programmes due to implementation of EWS reservation.

The Senate adopted the revised seat matrix for UG & PG programmes enclosed as <u>Annexure – 50.7(ii) from pages 41 to 48</u> due to implementation of EWS reservation and recommended to the Board for approval.

S 35.08 To consider and approve the Panel of Expert Nominee of Senate from outside the Institute on the Selection Committees for recruitment of Academic Staff.

The Senate approved the Panel of 'Expert Nominee of Senate' from outside the Institute on the Selection Committees for recruitment of Academic Staff and recommended to the Board for approval.

S 35.10 Any other item

With the permission of the Chair, the issue related to change the names of some M.Tech. programmes was also discussed. The following decisions were taken:

Existing name of M.Tech. programme	Approved Name
Thermal	Thermal Engineering
	(w.e.f. academic year 2019-20)
Soil Mechanics & Foundation	Geotechnical Engineering
Engineering	(w.e.f. academic year 2020-21)
Industrial &	Production & Industrial Engg.
Production Engg.	(w.e.f. academic year 2020-21)

The Board may approve the items nos. \$ 35.03, \$ 35.04, \$ 35.08 & 35.10

of 35th meeting of the Senate, National Institute of Technology, Kurukshetra held on 31.5.2019.

NIT Kurukshetra

S 35.02 To note the action taken report on the minutes of 34th Senate meeting held on 24.9.2018.

The Senate noted the actions taken report on the minutes of the34th Senate meeting held on 24.9.2018 with the following observations:

S 34.10: The Committee may be constituted by the Chairman, Senate for framing the guidelines for awarding Best Major Project Award for UG students and the committee to submit the report at the earliest.

S 35.03 To note the minutes of 56th meeting of SCSA held on 28.3.2019, continued on 4.4.2019 and 57th meeting of SCSA held on 3.5.2019.

The Senate noted the minutes of 56th meeting of SCSA held on 28.3.2019,continued on 4.4.2019 and 57th meeting of SCSA held on 3.5.2019 with the following observations/decisions:

- SCSA 56.01 The approved seat matrix for Ph.D. programmes in light of increase of seats due to implementation of EWS reservation be placed before BOG for approval. The seat matrix for UG and PG was revised as per MHRD guidelines and have been taken under senate agenda S35.04.
- SCSA 56.02 While deliberating on Ph.D. ordinance, it was decided:
 - i. that para 2 under R 7.2 contradicts the definition of 'Co-supervisor' as defined on page 7-8 of Ph.D. ordinance. Accordingly, the said paragraph "A non Ph.D. scientist/engineer having experience (in relevant area of research) of 15 years or more at the level of Associate Professor or higher may also be appointed as Co-supervisor" be deleted from Ph.D. ordinance.
 - ii. Under clause R-2 (iv), it is to be added that "The tenure of external expert will be two years"
 - iii. the publication requirement in refereed non-paid journals should be indexed in "SCI/SCIE/Scopus" instead of "SCI/SCIE/Scopus/Web of Science". Accordingly, the "Web of Science" mentioned in indexing of journals be deleted from Ph.D. ordinance at all places.
 - iv. under clause R-13 of thesis submission, it is to be added that "Thesis should be submitted along with plagiarism report as per the parameters decided by the Institute from time to time".

Minutes of 35thmeeting of Senate on 31.5.2019

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SCSA 57.01 After detailed deliberations, the proposed M.Tech. Scheme (to be implemented from academic session 2019-2020), was approved after incorporating the suggestions of Senators. Further it was decide to delete the journals indexed in web of science for M.Tech. evaluation.

S 35.04 To note the approval of Chairman, Senate for revised seat matrix for UG & PG programmes due to implementation of EWS reservation.

The Senate adopted the revised seat matrix for UG & PG programmes due to implementation of EWS reservation and recommended to the Board for approval.

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The Chairman of the Committee gave a presentation for improving institute academics. The Senate deliberated the proposed guidelines at length and emphasized that students' feedback needs to be taken regarding the same.

S 35.06 To consider the change of subject code in M.Tech. Embedded system Design Scheme.

The Senate approved the change of subject code in M.Tech. Embedded system Design Scheme as per the agenda.

S 35.07 To note the nomination of three educationists of repute as member on the Senate of the Institute.

The Senate noted the nomination of three educationists of repute as member on the Senate of the Institute.

Minutes of 35thmeeting of Senate on 31.5.2019

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S 35.08 To consider and approve the Panel of Expert Nominee of Senate from outside the Institute on the Selection Committees for recruitment of Academic Staff.

The Senate approved the Panel of 'Expert Nominee of Senate' from outside the Institute on the Selection Committees for recruitment of Academic Staff and recommended to the Board for approval.

S 35.09 To consider and note the reports of the Performance Auditor and the Mentor of TEQIP-III

The Senate noted the reports of the Performance Auditor and the Mentor of TEQIP-III

Any other item:

S 35.10 With the permission of the Chair, the issue related to change the names of some M.Tech. programmes was also discussed. The following decisions were taken:

Existing name of M.Tech: programme	Approved Name
Thermal	Thermal Engineering (w.e.f. academic year 2019-20)
Soil Mechanics & Foundation Engineering	Geotechnical Engineering (w.e.f. academic year 2020-21)
Industrial & Production Engg.	Production & Industrial Engg. (w.e.f. academic year 2020-21)

The meeting ended with a vote of thanks to the Chair.

(Surinder Deswal) Registrar Incharge & Secretary, Senate

(K S Sandhu)

Dean (Agademic)

(Satish Kumar) Director & Chairman Senate

Minutes of 35th meeting of Senate on 31.5.2019

Revised Ph.D Seat Matrix including EWS seats 2019-20

	OP	OP PWD	EWS	EWS PWD	OBC	OBC PWD	SC	SC PWD	ST	ST PWD	Total
Regular Seats	30	2	8	0	21	1	11	1	6	0	80

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ANNEXURE - 50.7 (ii)

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Revised Seat Matri:

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NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA-136119

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Revised B.Tech Seat Matrix including EWS seats 2019-20

Branch	Quota	Cat.	GE	GE PWD	EWS	EWS PWD	OBC	OBC PWD	SC	SC PWD	ST	ST PWD	Tota
Civil	HS	Female	4	1	1	0	4	0	3	Ö	1	0	14
Cıvil	HS	Gender Neutral	27	1	6	4	17	1	10	0	5	0	68
Civil	OS	Female	5	0	2	0	4	0	2	0	1	-	14
Civil	OS	Gender Neutral	27	1	7	0	17	1	9	1	4	1	68
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Branch	Quota	Cat.	GE	GÉ PWD	EWS	EWS PWD	OBC	OBC PWD	SC	SC PWD	ST	ST PWD	Tota
Electrical	HS	Female	5	0	2	0	3	0	2	0	4	0	13
Electrical	HS	Gender Neutral	25	1	6	0	17	1	9	1	4	0	64
Electrical	OS	Female	5	0	1	0	3	0	2	1	1	0	13
Electrical	OS	Gender Neutral	25	1	5	1	17	1	8	1	4	1	64
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Branch	Quota	Cát.	GE	GE PWD	EWS	EWS PWD	OBC	OBC PWD	SC	SC PWD	ST	ST PWD	Tota
ECE	HS	Female	5	0	2	0	3	0	2	0	1	1	14
ECE	HS	Gender Neutral	26	1	6	0	17	1	9	0	4	0	64
ECE	OS	Female	5	0	1	0	3	0	2	1	1	0	13
ECE	os	Gender Neutral	25	1	7	0	17	1	8	1	4	1	65
			1					d		J.			156

Branch	Quota	Cat.	GE	GE PWD	EWS	EWS PWD	OBC	OBC PWD	SC	SC PWD	ST	ST PWD	Tota
Information Technology	HS	Female	3	0	1	0	2	0	2	0	1	0	09
Information Technology	HS	Gender Neutral	18	1	5	0	11	1	6	0	3	0	45
Information Technology	OS	Female	4	0	1	Ó	3	0	1	0	0	0	09
Information Technology	OŚ	Gender Neutral	17	1	4	ō	11	1	6	1	4	0	45
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Branch	Quota	Cat.	GE	GE PWD	EWS	EWS PWD	OBC	OBC PWD	SC	SC PWD	ST	ST PWD	Tota
Mechanical	HS	Female	6	0	1	0	4	0	3	0	1	0	15
Mechanical	HS	Gender Neutral	28	1	8	0	19	1	10	1	5	0	73
Mechanical	os	Female	5	1	2	0	3	0	2	0	2	0	15
Mechanical	<u> OS</u>	Gender Neutral	28	2	7	0	19	1	10	1	5	0	73
(1												176

Branch	Quota	Cat.	GE	GE PWD	EWS	EWS PWD	OBC	OBC PWD	SC	SC PWD	ST	ST PWD	Tota
PIE	HS	Female	3	0	1	0	2	0	2	0	1	0	09
PIE	HS	Gender Neutral	17	1	5	0	11	1	6	0	3	0	44
PIE	ŌS	Female	4	0	1	0	3	0	7	0	0	0	09
PIE	OS	Gender Neutral	17	1	4	0	10	-1	6	1	4	0	44
		1											106

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Branch	Quota	Cat.	GE	GE PWD	EWS	EWS PWD	OBC	OBC PWD	SC	ŞC PWD	ST	ST PWD	Total
Computer	HS	Female	4	0	1	0	2	0	1	0	0	1	09
Computer	HS	Gender Neutral	16	1	4	0	11	1	6	0	3	0	42
Computer	OS	Female	3	0	1	0	2	0	1	0 ·	1	0	08
Computer	OS	Gender Neutral	16	1	4	0	10	1	6	1	3	0	42
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Total ≈ 965

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NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA-136119

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Deptt./ School	M.Tech. Programme	OP	Matrix for EWS	OBC	T	ST	LOD	EWS	OBC	SC PWD	ST PWD	Tota
	Soil Mechanics & Foundation Engg.		2	6	3	1	1	0	0	0	1	23
	Structural Engg.	10	2	5	4	2	0	0	1	0	0	24
Civil Engineering	Water Resources Engg.	9	2	5	3	1	0	0	1	0	0	21
	Transportation Engg.	9	3	6	3	2	0	0	o	0	Ó	23
	Environmental Engg.	10	3	6	4	2	1	0	0	0	0	26
Computer	Computer Engg.	12	3	8	3	3	1	0	0	1	0	31
Engg.	Cyber Security	9	2	7	4	2	1	0	0	0	0	25
	Power System	10	3	6	4	1	0	0	1	0	0	25
Electrical Engineering	Control System	10	2	6	4	1	0	0	1	0	1	25
	Power Electronics & Drives	9	3	8	3	2	1	0	0	1	0	25
Electronice & Comm. Engg.	Electronics & Comm. Engg.	11	2	8	5	2	1	1	ò	0	0	30
	Instrumentation	10	2	7	4	2	0	0	0	0	0	25
hysics	Nanotechnology	9	3	7	4	2	0	0	0	0	0	25
	Materials Science & Technology	10	2	7	3	2	1	0	0	0	0	25
	Industrial & Production Engg.	10	2	7	4	2	0	0	0	0	0	25
lechanical ngg.	Machine Design	10	3	7	3	1	0	0	0	1	D	25
	Thermal Engineering	11	3	8	5	2	1	0	0	0	0 :	30
chool of LSI Design	VLSi Design	14	3	10	5	3	2	1	1	1 (10
mbedded ystem	Embedded System Design	9	3	6	3	2	1	0	1	0 0		25
chool of enewable	Electrical Engg.	5	1	2	2	1	0	0	1	0 0	1	2
nergy & ficiency	Mechanical Engg.	5	1	1° :	2 .	1	0	0	0	0 0	1	3
		201	50 1	134 3	75	37	11	2	7	4 2	5	23

Seat Matrix for admission through CCMT- 2019 (EWS)

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New

Revised Seat Matrix

NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA-136119

Revised MBA Seat Matrix including EWS seats 2019-20

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	OP	OP PWD	EWS	EWS PWD	OBC	OBC PWD	SC	SC PWD	ST	ST PWD	Total
Regular Seats	21	1	5	0	13	1	7	1	4	0	53

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B 8 New (E Revised Seet Metrix

Revised MCA Seat Matrix including EWS seats 2019-20

	OP	OP PWD	EWS	EWS PWD	OBC	OBC PWD	SC	SC PWD	ST	ST PWD	Total
Regular Seats	25	1	6	0	16	1	9	1	5	0	64
Self Finance	12	1	3	0	8	1	5	0	2	0	32
								A	То	tal	96

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BoG 50.8 To consider and review the performance evaluation (quarterly basis) as per Clause-H of the Memorandum of Understanding (MoU) between National Institute of Technology (NIT), Kurukshetra and administrative Ministry of Human Resource Development (MHRD), Department of Higher Education, New Delhi for the year 2018-19.

As per instruction of the Director (NITs), Technical Section-III, Department of Higher Education, Ministry of Human Resource Development, New Delhi vide e-mail dated 9th February, 2018 and subsequent e-mail dated 28th March, 2018 the MoU was placed before the Board of Governors in its 45th meeting held on 04.06.2018 for noting the action taken by the Institute enclosed as Annexure - 50.8(i) from pages 50 to 63 . As per Clause-H of the MoU. the Institute has to monitor the performance evaluation against MoU parameters quarterly and has to submit the same before the Board for consideration and review. After the review of the Board, the performance evaluation for the full year (i.e.2018-19) is to be sent to the Ministry alongwith the recommendations and the comments, if any, of the Board for a joint review by the Institute and the MHRD to be carried out within 90 days of completion of the financial year. Further, the result of the joint review is to be placed before the Board. The Director has to ensure compliance of the issues raised or pointed out in the review and cause the MoU report and the review comments prominently hosted on the website of the Institute.

The performance evaluation for the year 2018-19 is enclosed as <u>Annexure – 50.8(ii) from pages 64 to 70</u>.

The Board may consider and review the performance evaluation.



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MEMORANDUM OF UNDERSTANDING

Between

National Institute of Technology Kurukshetra (Haryana)

And

Department of Higher Education Ministry of Human Resource Development Government of India

Ror

2018-2019

Memorandum of Understanding (MoU) between Department of Higher Education, Ministry of Human Resource Development, Government of India & the National Institute of Technology Kurukshetra (Haryana) for 2018-2019 in pursuance of the Rule 229(xi) of the GFR, 2017

This Memorandum of Understanding (hereinafter referred to as MoU) is entered into at New Delhi on this _____ day of _____, 2018 between Department of Higher Education, Ministry of Human Resource Development, Government of India, Shastri Bhawan, Rajendra Prasad Road, New Delhi-110011 (hereinafter referred to as MHRD)

And

The National Institute of Technology, Kurukshetra (hereinafter referred to as the Institute) having its Headquarter at Kurukshetra and represented by its Director (hereinafter referred to as the Institute) which term and expression shall mean and include, unless repugnant to the context, its successors, assignees, administrators of the Institute.

WHEREAS.

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- 1. This MoU is executed in terms of Rule 229 (xi) of the General Financial Rules, 2017 [hereinafter referred to as GFR, 2017] and the subsequent instructions issued by the Ministry of Finance, Department of Expenditure, (hereinafter referred to as MoF) with the objective of improving efficiency of the expenditure, making the action plan outcome oriented, maintaining financial discipline and measuring performance of the Institution on key parameters against the targets set so as to improve its performance.
- 2. The Institute has the pre-defined Vision, Mission and Objectives as outlined hereunder:-
 - (A) Vision:
 - (i) To contribute to society through excellence in scientific and technical education and research
 - (ii) To serve as a valuable resource for industry and society

(B) Mission:

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- (i) To generate new knowledge by engaging in cutting-edge research and to promote academic growth by offering stateof-the-art undergraduate, postgraduate and doctoral programmes.
- (ii) To identify, based on an informed perception of Indian, regional and global needs, areas of specialization upon which the institute can concentrate.
- (iii) To undertake collaborative projects which offer opportunities for long-term interaction with academia and industry.
- (iv) To develop human potential to its fullest extent so that intellectually capable and imaginatively gifted leaders can emerge in a range of professions.

(C) Objectives:

- (i) To provide the best educational infrastructure for imparting high class education in science and technology and a creative atmosphere for inter-disciplinary research both by the students and the faculty.
- (ii) To increase the student capacity to meet the growing demands for industry
- (iii) To maintain global standards in student-faculty ratio, research output, publications in journals and placement of students
- (iv) To participate in and contribute to nation building through various flagship schemes of the Government of India/State Governments requiring technological interventions thereby spurring economic growth for the welfare of the masses
- (v) To provide research and development consultancy, which will foster healthy industry-academia partnership, thereby providing a competitive edge to the indigenous manufacturing

NOW, THEREFORE, the parties here to express their common understanding as under:

(A) MHRD shall

(i) Provide financial support to the Institute to meet its recurring and non-recurring liabilities in such manner and on such conditions as prescribed by the Government of India (hereinafter referred to as Gol) from time to time,



- (ii) Help raise other resources, including loan from HEFA for expansion of infrastructural facilities, which has a direct bearing on the performance of the Institute as committed in this MOU.
- (iii) Provide guidance and advice in administrative, financial, legal and such other matters as the Institute may require in fulfilling its mandate.
- (iv) Provide support in obtaining necessary clearances and approvals, as and when required, from various Ministries, Departments, and Agencies of the Central/State Governments.
- (v) Provide support in resolving any dispute with any other authority of the Central/State Government or a private party, as and when required.
- (B) THE INSTITUTE shall comply with:

.(iii)

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- (i) Without prejudice to what has been stipulated in the National Institutes of Technology, Science Education and Research Act, 2007, as amended from time to time and the Statutes framed thereunder, the institute is expected to recover user charges at rates not lower than cost recovery norms
 - Specific provisions as contained in the OM No.1/1/2016-EIIIA dated 13.01.2017 in relation to revision of pay scales in accordance with the recommendations of the 7th CPC and any other instruction issued by MHRD from time to time on issues pertaining to the Institute.
 - The provisions of the GFR, 2017, including the instructions on financial advice for autonomous bodies, as mentioned in Rule 229(viii) and those concerning release of grants-in-aid, submission of audited accounts, performance report etc.
- (iv) Guidelines issued by the Central Vigilance Commission (CVC) in matters of vigilance and disciplinary proceedings etc.

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- (v) Instructions issued by the MoF/DoE vide OM dated 15.01.2016 or any other instructions issued from time to time with regard to foreign travel as well as those issued by the Ministry of Home Affairs (hereinafter referred to as MHA) with regard to availing/extending foreign hospitality.
- (vi) Uniform accounting procedure in accordance with the guidelines issued by MoF.

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- THE INSTITUTE shall also ensure to: (C)
 - Finalize any, understanding or MoU with any other party including similar organizations abroad with prior approval of (i) the competent authority in the Government.
 - Frame Rules for its corpus fund indicating clearly the IRG that can be transferred to such fund or utilized from such (ii) fund and items for which such expenditure can be incurred. It shall be the endeavor of the institute to increase IRG by focusing on the Research, consultancy etc. in addition to fees. And said the
 - Have clearly defined 'Delegation of Powers' for deciding all (iii) administrative and financial matters.
 - Shall run courses, to the extent possible, to be self supporting without the need for cross subsidization as well (iv) as over-charging from students for flagship courses.
 - Ensure that the post of Registrar is filled up by a person having sufficient experience as prescribed under the (V) Recruitment Rules and should preferably be an appropriate level official from the Government/CFTIs on deputation to ensure neutrality and transparency.

(vi)

(vii).

Section 1

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Ensure that the Recruitment Rules for the posts of Registrar and the Finance Officer are framed and the selection must follow the Recruitment Rules.

Ensure that all its accounts are audited by internal auditors regularly and formal audit by the C&AG.

Ensure that all financial operations are done under PFMS (viii) system with the purpose of avoiding parking of funds.

Present an outcome budget along with annual action plan so that it can be dovetailed in the outcome budget of MHRD. (ix)

(X)

Comply strictly with the timelines for submission of annual reports and annual audited accounts to the MHRD for the purpose of being tabled in Parliament by the stipulated date.

(xi)

Forward to MHRD any information required by it to satisfy any requirement related to Parliamentary Matter, RTI, Public Grievances, VIP References, Court Cases, Notices from Commissions and Statutory Authorities and also inputs for formulation of any policy.

(D) FINANCIAL POSITION:

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Details of funds available with the Institute in the last three years are as under:-

Water Am	1		int in Lakh
Nature of Funds	2015-16	2016-17	2017-18
Government Grants	12200.00	10990.00	15229.00
Internal Resource Generation	3812.72	3783.49	3519.75
Corpus Funds	30048.03	31877.55	39390.18
Any other Source (Indicate)	-	-	-
Total	46060.75	46651.04	58438.93

(E) RECEIPT AND EXPENDITURE POSITION:

Estimates of Receipt and Expenditure for the period of MoU, i.e. 2018-19(tentative allocation of budget for 2018-19) is as under:-

	(Am	ount in Lakh
Amount	Heads of	Amount
9773.00	OH-31	4371.00
3519,75	OH-35	1519.00
36663.55	OH-36	3882.00
10400.00		
60356.30		9773.00
	3519,75 36663.55 10400.00	Amount Heads of Expenditure 9773.00 OH-31 3519,75 OH-35 36663.55 OH-36 10400.00 -

(F) ANNUAL TÀRGETS FOR PHYSICAL OUTPUTS/DELIVERABLES:

(As per Annexure I) However, it is submitted that the targeted levels mentioned at Sr.No.4 against the students strength on Annexure-I (1.1. to 1.3 at page 1) is only the sanctioned intake of the UG, PG and Ph.D. No extra seats have been proposed as targeted levels. Sufficient infra is already available to accommodate this sanctioned intake. Further, the MMRD is also already kind enough to provide the funds against the sanctioned intake.

PERFORMANCE EVALUATION PARAMETERS:

(CA)

(i)

The performance will be evaluated using the criteria listed at Annexure I. The weightage to be attached to each criterion and the criterion value corresponding to different performance ratings are also given therein. The overall score will be calculated through the formula given in the Annexure based on the scores obtained in each parameter.



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- (ii) There would also be a negative marking by which the overall score obtained through Annexure I will be reduced based on penalties listed out in Annexure II
- (iii) The Consolidated score would be arrived at by reducing the negative score obtained in Annexure II from the overall score obtained under Annexure I.
- (iv) The overall rating of the organization would be as given in Annexure III based on the Consolidated score obtained in Para (iii) above.

(H) IMPLEMENTATION AND MONITORING OF THE MOU:

- (i) Performance Evaluation against MOU parameters shall be carried out every quarter and monitored by the Institution.
- (ii) The performance evaluation shall be submitted to the Board of Governors on quarterly basis during the Board meetings for consideration & review. After the review by the Board, the same shall be sent to MHRD along with the recommendations and the comments, if any, of the Board.

A Joint review by the Institution and the MHRD shall be carried out within 90 days of completion of the financial year. The result of the Joint Review shall be placed before the Board. The Director of the Institute shall ensure compliance of the issues raised or pointed out in the review and shall cause the MoU report and the review comments prominently hosted on the website of the Institute.

Director

National Institute of Technology Kurukshetra Secretary Department of Higher Education Ministry of Human Resource Development Government of India

New Delhi: Date:

(iii)

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Annexure I

NATIONAL INSTITUTE OF TECHNOLOGY, KURUKSHETRA

PERFORMANCE EVALUATION PARAMETERS AND TARGETS 2018-19

	Edulter Spate -			1		24		Criteria Value	2	
SI.	Criteria	Existing Levels	Targeted Levels	Unit	Wei- ght age	1	2	3	4	5
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	· (10)	(11)
No.		Average of years				Excellent (10 pts)	V.Good (8 pts)	Good (6 pts)	Fair (4 pts)	Poor (2 pts)
		2015-16, 2016-17 & 2017-18 (X)	2018-19 (Y)		- *	Reached the figure Y, i.e. Target as given in .Col. (4)	Less than Y but Reached Figure = X + 0.8*(Y-X)	Less than Figure in Col. 8 but Reached Figure = X + 0.6*(Y-X)	Less than Figure in Col. 9 but Reached Figure = X + 0.4*(Y-X)	Less than Figure = X + 0.4*(Y- X)
1.	Student strength		. 4.7.3		(35)	1.1				
1.1	UG students intake	772*	862#	No.	10					
1,2	PG students intake	514*	638#	No.	10	,				F.
1.3	Ph.D. intake	74	90	No.	5					
1.4	Dual Degree, if any, during the year	NA		No.	5 -					
1.5	Teacher student ratio	16.25	14.00	Ratio	5.	1.1				
2	Research and Professional practice	1			(22)					
2.1	Combined Metric for Publications	18.24	20.00	Metric parameter	5					
2.2	Combined Metric for Quality of Publications	16.17	19.00	Metric Parameter	5	÷.				
2.3	No. Of patents filed	.02	.03	. No.	5					

* Actual admissions made against sanctioned strength. # Targeted levels of use of indete is as per sanctioned strength since 2009-10. No extra / additional seats have been proposed as targetted levels for 2018-19. Sufficient infra is available for this sanctioned strength.

2.4	No. Of patents granted and licensed	1.33	82	No.	5				-	1 2 2
2.5	Total revenue accounting to the Institution (as distinct from to individual faculty) through Research / Consultancies	1.12.30	120.00	Rs	2					
3	Graduation Outcome	19 Day Arria	and the second	• •	(13)	20 10				
3.1	Combined % of platements, higher studies and entrepreneurship	64.76	70%	.%	5	14		-		
3.2	Median salary achieved in placements	6.25 las	6.55 lacs	Rs.	5.					1
3.3	No. Of Ph. D students graduated	40	50	No	3			1,		
4	Financial parameters		a an		(10)	9 - 1 A - 1				
4.1	% of total cost resovery by means of fees and other resources, except MHRD - funds (Sum officen 9 in American IV)	48.87		%	4	2. 1				
4.2	Incremental growth in amount of Corpus Fund as on 1 st July of the year compared to 1 st July of previous year	Az si Lace 32863.04	to m locs		2					
4.3	% Utilisation of Tands received from MHRD w.r.t to BE/RE	100 years		%	4			4		
5	Outreach and inclusivity		9 14 Teen - 17		(10)					
5.1	Percent students from other countries	3.53	8.98	%	1			1		
5.2	Percentage of girl students	20.95	21%	%	2	4				
5.3	% of faculty from SC, ST, OBC	28.2%	50%	%	2		-			
5.4	% of students from SC, ST, OBC	48.97	50%	%	2 ·					
5.5	No. of cases reported related to sexual humassment	02	Nil	No.	2					
5.6	No. of mgging cases reported	NI	Nil	No.	1					

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б	Infrastructure crestion (where applicable, in other cases weightige will be zero)				(10)		
6. 1	Infrastructure created during the year (In sq. Meter)		15675.00	Sq. Meter	10	3	
7	Overall Performance			-	(20)		
7.1 <u>.</u>	NIRF Ranking (among NITs) (overall ranking)	2016-17 05 43	04. 35	rank	20		
	Total	17 T	20		120		

- 1. If any parameter is not applicable to any Institution, the same may be substituted/ modified/ deleted from this list. The overall weightage obtained by adding Column 6, will be the denominator for calculation of % performance
- 2. Existing level will be decided by taking the average values of last three years from 2014-15, 2015-16 and 2016-17, except in case of NIRF, where it will be the Rank in 2016-17. If the 2016-17 parameter is not yet available at the time of signing of MoU then average of two years 2014-15 and 2015-16 would be taken. If the Institution did not participate in NIRF Ranking in 2016-17, a notional ranking of 500 would be given for the year 2016-17
- for calculation purposes.

3. The Institution and the Ministry would arrive at an agreement on which NIRF Ranking category should be applied for the Institution and then the evaluation would be done on performance in that category only. A change in category would be permitted during the course of the year only if the

chosen category is not being taken up by NIRF for categorisation in the year 2017-18.

- 4. For parameters like rapping cross, mit sexual harassment cases and NIRF ranking, a lesser value than existing level would be taken as successful achievement and achievement parameter would be accordingly modified.
- 5. Score given on each parameter would be as follows: Excellent 10; Very Good 8; Good 6; Fair 4; Poor 2
- 6. If an institution does not participate in NIRF Ranking exercise in the current year, the weightage would remain at 20 for the NIRF parameter and the institution would get a zero score on it.
- 7. Overall Score of an Institution would be calculated as follows: Sum (Score of each Parameter* Parameter weightage) * 100/Total weightage

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PARAMETERS FOR NEGATIVE MARKINGS

There will be negative marking from the overall score, obtained in Annexure I, as follows:

- i) Laying of Annual Report in Parliament
 - a. If Annual Report of 2016-17 submitted to MHRD before the start of Winter session, 2017 Less 0%
 - b. If Annual Report of 2016-17 submitted to MHRD after 1/1/2018 but before 31/3/18 Less 1%
 - c. If Annual Report of 2016-17 not submitted to MHRD by 31/3/18 Less 3%
- ii) Submission of data for AdSHE
 - a. If submitted in 2017 18 within the last date fixed for the same Less 0%
 - b. If submitted in 2017-18 but after last date fixed for the same but before 31.3.18 Less 1%
 - c. If not submitted in 2017-18 by 31.3.18 Less 3%
- iii) Holding of Meeting of Board at least once a quarter (Other Institutions may mention their own Management bodies)
 - a. If Board meeting held once in a quarter, with at least 4 meetings in a year-less 0%
 - b. If Board meeting not held in any quarter, but 4 meetings held in a year-less 1% for each quarter when Board meeting not held
 - c. If total number of Board Meetings held in year less than 4 less 4%
 - Quarters for this parameter means the periods: Quarter I: April-June; Quarter II: July-September; Quarter III: October December; Quarter IV: January - March
- iv) Counselling system in the Institution.
 - a. When a robust counselling system exists and there is no suicide or attempt to suicide less 0%
 - b. When no robust system exists but there no suicide or attempt to suicide less 1%
 - c. When a robust counselling system exists but there is at least one suicide or attempt to suicide less 3%
 - d. When no robust counselling system exists but there is at least one suicide or attempt to suicide less 4%
- v) Signing of MoU

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- a. When MoU for 2018-19 signed before 31/3/18 less 0%
- b. When MoU for 2018-19 finalized by MHRD and Institution jointly but not signed by 31/3/18 Less 0.5%
- c. When MoU for 2018-19 neither finalized by MHRD and Institution jointly nor signed Less 2%

Annexure II

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For this purpose, each rase would mean each separate incident on which an enquiry has been done by CVC

p. Muste entities prosecution of CBI endinity ordered by CVC - Less 2% per case

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S. Where Disciplinary cases ordered by CVC - less 1% per case

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Vigilance cases

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Annexure III

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RATING OF INSTITUTION BASED ON CONSOLIDATED SCORES

Performance of the histitution would be graded based on overall score less the negative score to get the Consolidated Score. The performance based on the consolidated score would be as follows:

Consolidated Score	Rating
More than Equal to or less than	
90 190	Excellent
70	Very Good
59 South and Milley Long & a State of South 19	Good
33	Fair
ss than G. emal to 33%	Poor

Re Pur

- 63 -63 **Annexare** IV 計画 The MHRD would allocate the following funds to be released through Consolidated Fund of India in the year 2018-13 Financial Commitment of MHRD and Other Sources of Revenue National Institute of Technology, Kurukshetra į Extra mural finding from other Departments/ Ministries of Government of India The lastitution would apply for grant of funds under HEFA as follows: The Instatution will mise funds from other sources as follows: Contra to the second -Evere Mural funding from other sources: Other resources not concred above. Dudget Estimate (BE): Revenue - Rs.....come Capital - Rs..... crore ç HEFA Loan application: Rs......crore User Charges other than fees User charges in form of fees Aluminiculonation ्र स्टब्स् स्ट į H AL Ś. ×. ri en'

NATIONAL INSTITUTE OF TECHNOLOGY, KURUKSHETRA PERFORMANCE EVALUATION PARAMETERS AND TARGETS 2018-19

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(2018-19: Upto 31st March 2019)

							Criteria Value					
SI.	Criteria	Existing Levels	Targeted Levels	Unit	Wei- ght age	l	2	3	4	5		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)		
No.		Average of years				Excellent (10 pts)	V.Good (8 pts)	Good (6 pts)	Fair (4 pts)	Poor (2 pts)		
		2015-16, 2016-17 & 2017-18 (X)	2018-19 (Y)			Reached the figure Y, i.e. Target as given in Col. (4)	Less than Y but Reached Figure = X + 0.8*(Y-X)	Less than Figure in Col. 8 but Reached Figure = X + 0.6*(Y-X)	Less than Figure in Col. 9 but Reached Figure = X + 0.4*(Y-X)	Less than Figure = X + 0.4*(Y- X)		
1.	Student strength				(30)							
1.1	UG students intake	772*	862#	No.	10		11	841				
1 .2 .	PG students intake	514*	638#	No.	10					490		
1.3	Ph.D. intake	74	90	No.	5	91						
1.4	Dual Degree, if any, during the year	NA	-	No.	5	n.a.	n.a.	n.a.	n.a.	n.a.		
1.5	Teacher student ratio	16.25	14.00	Ratio	5					16.89		
2	Research and Professional practice				(22)					AN		
2.1	Combined Metric for Publications	18.24	20.00	Metric parameter	5		19.95			ANNEXURE		
2.2	Combined Metric for Quality of Publications	16.17	19.00	Metric Parameter	5		18.90			URE		



- 50.8 (ii)

2.3	No. Of patents filed	02	03	No.	5	11		 	
2.4	No. Of patents granted and licensed	1.33	02	No.	5	2			1
2.5	Total revenue accruing to the Institution (as distinct from to individual faculty) through Research / Consultancies	127.49	130.00	Rs (in Lacs)	2	133.85			
3	Graduation Outcome				(13)				
3.1	Combined % of placements, higher studies and entrepreneurship	64.76	70%	65.32 %	5		67.96		
3.2	Median salary achieved in placements	6.15 lacs	6.55 lacs	Rs (in Lacs)	5	6.75 lacs		?	
3.3	No. Of Ph. D students graduated	40	50	No	3	82		 	
4	Financial parameters				(10)				
4.1	% of total cost recovery by means of fees and other resources, except MHRD funds (Sum of Item 3 in Annexure IV)	41.15	50.00	%	4	55.22			
4.2	Incremental growth in amount of Corpus Fund as on 1 st July of the year compared to 1 st July of previous year	32,600	33,000	Rs (in Lacs)	2	35,530.67			
4.3	% Utilisation of funds received from MHRD w.r.t to BE/RE	100	100	%	4	100			
5	Outreach and inclusivity'				(10)			 	
5.1	Percent students from other countries	3.53	8.98	%	1			3.63	
5.2	Percentage of girl students.	20.95	21%	%	2			17.71	
5.3	% of faculty from SC, ST, OBC	28.2%	50%	%	2			24.11	
5.4	% of students from SC, ST, OBC	48.97	50%	%	2			47.25	
5.5	No. of cases reported related to sexual harassment	02	Nil	No.	2	0			



5.6	No. of ragging cases reported	Nil	Nil	No.	1	0				
6	Infrastructure creation (where applicable, in other cases weightage will be zero)				(10)					
6.1	Infrastructure created during the year (In sq. Meter)	8072.89	15675.00	Sq. Meter	10	15675.00	4			
7	Overall Performance				(20)					
7.1	NIRF Ranking (among NITs) (overall ranking)	2016-17 12 60	08 50	Rank	20	2017-18 06 43		-	-	-
	Total				115					

- 1. If any parameter is not applicable to any Institution, the same may be substituted/ modified/ deleted from this list. The overall weightage obtained by adding Column 6, will be the denominator for calculation of % performance
- 2. Existing level will be decided by taking the average values of last three years from 2014-15, 2015-16 and 2016-17, except in case of NIRF, where it will be the Rank in 2016-17. If the 2016-17 parameter is not yet available at the time of signing of MoU then average of two years 2014-15 and 2015-16 would be taken. If the Institution did not participate in NIRF Ranking in 2016-17, a notional ranking of 500 would be given for the year 2016-17 for calculation purposes.
- 3. The Institution and the Ministry would arrive at an agreement on which NIRF Ranking category should be applied for the Institution and then the evaluation would be done on performance in that category only. A change in category would be permitted during the course of the year only if the chosen category is not being taken up by NIRF for categorisation in the year 2017-18.
- 4. For parameters like ragging cases, anti-sexual harassment cases and NIRF ranking, a lesser value than existing level would be taken as successful achievement and achievement parameter would be accordingly modified.
- 5. Score given on each parameter would be as follows: Excellent 10; Very Good 8; Good 6; Fair 4; Poor 2
- 6. If an Institution does not participate in NIRF Ranking exercise in the current year, the weightage would remain at 20 for the NIRF parameter and the Institution would get a zero score on it.
- 7. Overall Score of an Institution would be calculated as follows: Sum (Score of each Parameter* Parameter weightage) * 100/Total weightage

Annexure II

:04.03.2018 before 31.03.18

PARAMETERS FOR NEGATIVE MARKINGS

There will be negative marking from the overall score, obtained in Annexure I, as follows:

- i) Laying of Annual Report in Parliament
 - a. If Annual Report of 2016-17 submitted to MHRD before the start of Winter session, 2017 Less 0% : 09.03.2018
 - b. If Annual Report of 2016-17 submitted to MHRD after 1/1/2018 but before 31/3/18 Less 1%
 - c. If Annual Report of 2016-17 not submitted to MHRD by 31/3/18 Less 3%

ii) Submission of data for AISHE

- a. If submitted in 2017-18 within the last date fixed for the same Less 0%
- b. If submitted in 2017-18 but after last date fixed for the same but before 31.3.18 Less 1%
- c. If not submitted in 2017-18 by 31.3.18 Less 3%
- iii) Holding of Meeting of Board at least once a quarter (Other Institutions may mention their own Management bodies)
 - a. If Board meeting held once in a quarter, with at least 4 meetings in a year-less 0%
 - b. If Board meeting not held in any quarter, but 4 meetings held in a year-less 1% for each quarter when Board meeting not held (05 meetings held, but no meeting during 2nd meeting)
 - c. If total number of Board Meetings held in year less than 4 less 4%
 Quarters for this parameter means the periods: Quarter I: April-June; Quarter II: July-September; Quarter III: October December;
 Quarter IV: January March
- iv) Counselling system in the Institution.
 - a. When a robust counselling system exists and there is no suicide or attempt to suicide less 0%
 - b. When no robust system exists but there no suicide or attempt to suicide less 1%
 - c. When a robust counselling system exists but there is at least one suicide or attempt to suicide less 3%
 - d. When no robust counselling system exists but there is at least one suicide or attempt to suicide less 4%
- v) Signing of MoU
 - a. When MoU for 2018-19 signed before 31/3/18 less 0%
 - b. When MoU for 2018-19 finalized by MHRD and Institution jointly but not signed by 31/3/18 Less 0.5% : April. 2018
 - c. When MoU for 2018-19 neither finalized by MHRD and Institution jointly nor signed Less 2%



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vi) Vigilance cases

:Nil (during 2018-19)

- a. Where Disciplinary cases ordered by CVC less 1% per case
- b. Where criminal prosecution or CBI enquiry ordered by CVC Less 2% per case
 For this purpose, each case would mean each separate incident on which an enquiry has been done by CVC

vii)

Sum (Score of each Parameter* Parameter weightage) * 10.0/Total weightage

=(60+20+50+10+40+40+50+50+20+40+50+30+40+20+40+2+4+4+4+1+20+100+200) * 10/115

=(895)*10/115=77.83 (less 1.5 %) =77.83 - 1.5 = 76.33

Overall Score = 76.33

Annexure III

RATING OF INSTITUTION BASED ON CONSOLIDATED SCORES

Performance of the Institution would be graded based on overall score less the negative score to get the Consolidated Score. The performance based on the consolidated score would be as follows:

Consol	idated Score	Rating
More than Equal to or less than		
90	100 .	Excellent
70	90	Very Good
50 70		Good
33	50	Fair
Less than or equal to 33%		Poor



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Annexure IV

National Institute of Technology, Kurukshetra

Financial Commitment of MHRD and Other Sources of Revenue

1. The MHRD would allocate the following funds to be released through Consolidated Fund of India in the year 2018-19: Budget Estimate (BE): Revenue – Rs. 116.44 crore

Capital - Rs. 15.42 crore

- 2. The Institution would apply for grant of funds under HEFA as follows: HEFA Loan application: **Rs. Nil crore**
- 3. The Institution will raise funds from other sources as follows:

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i.	User charges in form of fees	: Rs. 2842.00 Lacs
ii.	User Charges other than fees	: Rs. 1459.00 Lacs
iii.	Alumni donation	: Rs. 34.00 Lacs
iv:	Extra mural funding from other Departments/ Ministries of Government of India	: Rs. Nil
v.	Extra Mural funding from other sources:	: Rs. Nil
vi.	Other resources not covered above	: Rs. Nil

BoG 50.9 To note the action taken by the Institute on the Memorandum of Understanding (MoU) between National Institute of Technology (NIT), Kurukshetra and administrative Ministry of Human Resource Development (MHRD), Department of Higher Education, New Delhi for the year 2019-20.

The Under Secretary to the Govt. of India, Technical Section-III, Department of Higher Education, Ministry of Human Resource Development, New Delhi vide e-mail dated 25th March, 2019 and subsequent e-mail dated 2nd April, 2019 requested all the NITs to prepare the MoU for the year 2019-20 and send the signed MoU to the Ministry.

In view of above, the MoU for the year 2019-20 was sent to the Ministry vide e-mail dated 9th April, 2019. A copy of the signed MoU is enclosed as <u>Annexure – 50.9 (i) from pages 72 to 85</u>.

The Board may note the action taken by the Institute.

ANNEXURE - 50.9 (i)



MEMORANDUM OF UNDERSTANDING

Between

National Institute of Technology Kurukshetra (Haryana)

And

Department of Higher Education Ministry of Human Resource Development Government of India For 2019-2020



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Kurukshetra (Haryana) for 2019-2020 in pursuance of the Rule

This Memorandum of Understanding (hereinafter referred to as MoU) is entered into at New Delhi on this_____ day of _____, 2019 between Department of Higher Education, Ministry of Human Resource Development, Government of India, Shastri Bhawan, Rajendra Prasad Road, New Delhi-110011 (hereinafter referred to as MHRD)

And

The National Institute of Technology, Kurukshetra (hereinafter referred to as the Institute) having its Headquarter at Kurukshetra and represented by its Director (hereinafter referred to as the Institute) which term and expression shall mean and include, unless repugnant to the context, its successors, assignees, administrators of the Institute.

WHEREAS

229(xi) of the GFR, 2017

- 1. This MoU is executed in terms of Rule 229 (xi) of the General Financial Rules, 2017 (hereinafter referred to as GFR, 2017) and the subsequent instructions issued by the Ministry of Finance, Department of Expenditure, (hereinafter referred to as MoF) with the objective of improving efficiency of the expenditure, making the action plan outcome oriented, maintaining financial discipline and measuring performance of the Institution on key parameters against the targets set so as to improve its performance.
- 2. The Institute has the pre-defined Vision, Mission and Objectives as outlined hereunder:-

(A) Vision:

- (i) To contribute to society through excellence in scientific and technical education and research
- (ii) To serve as a valuable resource for industry and society

(B) Mission:

(i) To generate new knowledge by engaging in cutting-edge research and to promote academic growth by offering state-ofthe-art undergraduate, postgraduate and doctoral programmes.



- (ii) To identify, based on an informed perception of Indian, regional and global needs, areas of specialization upon which the institute can concentrate.
- (iii) To undertake collaborative projects which offer opportunities for long-term interaction with academia and industry.
- (iv) To develop human potential to its fullest extent so that intellectually capable and imaginatively gifted leaders can emerge in a range of professions.

(C) Objectives:

- (i) To provide the best educational infrastructure for imparting high class education in science and technology and a creative atmosphere for inter-disciplinary research both by the students and the faculty.
- (ii) To increase the student capacity to meet the growing demands for industry.
- (iii) To maintain global standards in student-faculty ratio, research output, publications in journals and placement of students
- (iv) To participate in and contribute to nation building through various flagship schemes of the Government of India/State Governments requiring technological interventions thereby spurring economic growth for the welfare of the masses
- (v) To provide research and development consultancy, which will foster healthy industry-academia partnership, thereby providing a competitive edge to the indigenous manufacturing

NOW, THEREFORE, the parties here to express their common understanding as under:

(A) MHRD shall

- (i) Provide financial support to the Institute to meet its recurring and non-recurring liabilities in such manner and on such conditions as prescribed by the Government of India (hereinafter referred to as GoI) from time to time,
- (ii) Help raise other resources, including loan from HEFA for expansion of infrastructural facilities, which has a direct bearing on the performance of the Institute as committed in this MOU.



- (iii) Provide guidance and advice in administrative, financial, legal and such other matters as the Institute may require in fulfilling its mandate.
- (iv) Provide support in obtaining necessary clearances and approvals, as and when required, from various Ministries, Departments, and Agencies of the Central/State Governments.
- (v) Provide support in resolving any dispute with any other authority of the Central/State Government or a private party, as and when required.
- (B) **THE INSTITUTE** shall comply with:

y

- (i) Without prejudice to what has been stipulated in the National Institutes of Technology, Science Education and Research Act, 2007, as amended from time to time and the Statutes framed thereunder, the institute is expected to recover user charges at rates not lower than cost recovery norms.
- (ii) Specific provisions as contained in the OM No.1/1/2016-EIIIA dated 13.01.2017 in relation to revision of pay scales in accordance with the recommendations of the 7th CPC and any other instruction issued by MHRD from time to time on issues pertaining to the Institute.
- (iii) The provisions of the GFR, 2017, including the instructions on financial advice for autonomous bodies, as mentioned in Rule 229(viii) and those concerning release of grants-in-aid, submission of audited accounts, performance report etc.
- (iv) Guidelines issued by the Central Vigilance Commission (CVC) in matters of vigilance and disciplinary proceedings etc.
- (v) Uniform accounting procedure in accordance with the guidelines issued by MoF.
- (vi) Provisions of the National Institutes of Technology, Science Education and Research Act, 2007, the Statutes framed thereunder and the instructions issued by MHRD from time to time with regard, inter-alia, to creation of posts and framing of Recruitment Rules.
- (C) **THE INSTITUTE** shall also ensure to:
 - (i) Finalize any understanding or MoU with any other party including similar organizations abroad in accordance with the provisions of the Act of 2007 and the Statutes framed



thereunder, and the instructions issued by MHRD from time to time.

- (ii) Frame Rules for its corpus fund indicating clearly the IRG that can be transferred to such fund or utilized from such fund and items for which such expenditure can be incurred.
- (iii) Have clearly defined 'Delegation of Powers' for deciding all administrative and financial matters.
- (iv) Shall run courses, to the extent possible, to be self supporting without the need for cross subsidization as well as over-charging from students for flagship courses.
- (v) Ensure that all its accounts are audited by internal auditors regularly and formal audit by the C&AG in terms of the provisions of the Act of 2007 and the Statues framed thereunder.
- (vi) Ensure that all financial operations are done under the EAT Module of PFMS.
- (vii) Present an outcome budget along with annual action plan so that it can be dovetailed in the outcome budget of MHRD.
- (viii) Comply strictly with the timelines for submission of annual reports and annual audited accounts to MHRD for the purpose of being tabled in Parliament within 9 months from close of financial year.
- (ix) Forward to MHRD any information required by it to satisfy any requirement related to Parliamentary Matter, RTI, Public Grievances, VIP References, Court Cases, Notices from Commissions and Statutory Authorities and also inputs for formulation of any policy.

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(D) FINANCIAL POSITION:

Details of funds available with the Institute in the last three years are as under:-

	1		unt in Lakh
Nature of Funds	2016-17	2017-18	2018-19
Government Grants	10990.00	15229.00	13186.00
Internal Resource Generation	3783.49	3519.75	4301.00
Corpus Funds	31877.55	35872.54	38841.92
Any other Source (Indicate)	-	-	-
Total	46651.04	54621.29	56328.92

(E) RECEIPT AND EXPENDITURE POSITION:

Estimates of Receipt and Expenditure for the period of MoU, i.e. 2019-20 (tentative allocation of budget for 2019-20) is as under:-

		(Amo	unt in Lakh
Nature of Receipt	Amount	Heads of Expenditure	Amount
Government Grants	12918.00	OH-31	4959.00
Internal Resource	3700.00	OH-35	1122.00
Corpus Funds	40000.00	OH-36	6837.00
Any other Source (HEFA)	15000.00		
Total	71618.00	*	12918.00

(F) ANNUAL TARGETS FOR PHYSICAL OUTPUTS/DELIVERABLES:

(As per Annexure I) However, it is submitted that the targeted levels mentioned at Sr.No.4 against the students strength on Annexure-I (1.1. to 1.3 at page 1) is only the sanctioned intake of the UG, PG and Ph.D. No extra seats have been proposed as targeted levels. Sufficient infra is already available to accommodate this sanctioned intake. Further, the MHRD is also already kind enough to provide the funds against the sanctioned intake.

(G) PERFORMANCE EVALUATION PARAMETERS:

(i) The performance will be evaluated using the criteria listed at **Annexure I.** The weightage to be attached to each criterion and the criterion value corresponding to different performance ratings are also given therein. The overall score

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will be calculated through the formula given in the Annexure based on the scores obtained in each parameter.

- (ii) There would also be a negative marking by which the overall score obtained through Annexure I will be reduced based on penalties listed out in Annexure II
- (iii) The Consolidated score would be arrived at by reducing the negative score obtained in Annexure II from the overall score obtained under Annexure I.
- (iv) The overall rating of the organization would be as given in Annexure III based on the consolidated score obtained in Para (iii) above.

(H) IMPLEMENTATION AND MONITORING OF THE MoU:

- (i) Performance Evaluation against MOU parameters shall be carried out every quarter and monitored by the Institution.
- (ii) The performance evaluation shall be submitted to the Board of Governors on quarterly basis during the Board meetings for consideration & review. After the review by the Board, the same shall be sent to MHRD along with the recommendations and the comments, if any, of the Board.
- (iii) A Joint review by the Institution and the MHRD shall be carried out within 90 days of completion of the financial year. The result of the Joint Review shall be placed before the Board. The Director of the Institute shall ensure compliance of the issues raised or pointed out in the review and shall cause the MoU report and the review comments prominently hosted on the website of the Institute.

(SATISH KUMAR) Director National Institute of Technology Kurukshetra

(.....) Secretary Department of Higher Education Ministry of Human Resource Development Government of India

New Delhi:

Date:

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Annexure I

NATIONAL INSTITUTE OF TECHNOLOGY, KURUKSHETRA

PERFORMANCE EVALUATION PARAMETERS AND TARGETS 2019-20

								Criteria Value	e	
S1.	Criteria	Existing Levels	Targeted Levels	Unit	Wei- ght age	1	2	3	4	5
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
No.		Average of years				Excellent (10 pts)	V.Good (8 pts)	Good (6 pts)	Fair (4 pts)	Poor (2 pts)
		2016-17, 2017-18 & 2018-19 (X)	2019-20 (Y)			Reached the figure Y, i.e. Target as given in Col. (4)	Less than Y but Reached Figure = X + 0.8*(Y-X)	Less than Figure in Col. 8 but Reached Figure = X + 0.6*(Y-X)	Less than Figure in Col. 9 but Reached Figure = X + 0.4*(Y-X)	Less than Figure = X + 0.4*(Y- X)
1.	Student strength				(30)	8				
1.1	UG students intake	788*	1113#	No.	10					
1.2	PG students intake	438*	523#	No.	10			-		
1:3	Ph.D. intake	82*	90#	No.	5					
1.4	Dual Degree, if any, during the year	n.a.	<u>n.a.</u>	No.	5					
1.5	Teacher student ratio	16.57	14	ratio	5	·				
2	Research and Professional practice				(22)			E.		
2.1	Combined Metric for Publications	19.46	22	Metric parameter	5					
2.2	Combined Metric for Quality of Publications	17.47	20	Metric parameter	5		-			
2.3	No. Of patents filed	5	6	No	5					

* Actual admissions made against Sanctioned Strength.

Targeted levels of UG, PG & PhD intake as per sanctioned strength, including provisions made for EWS reservations from the Academic Session 2019-20 for which additional infrastructure will be required and additional financial implication has already been conveyed vide two emails dated 01.02.2019.

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2.4	No. Of patents granted and licensed	1	2	No.	5			
2.5	Total revenue accruing to the Institution (as distinct from to individual faculty) through Research / Consultancies	133.85	135.00	Rs. (in Lacs)	2			
3	Graduation Outcome				(13)			
3.1	Combined % of placements, higher studies and entrepreneurship	65.76	70	%	5			+
3.2	Median salary achieved in placements	6.41	6.80	Rs. (in lacs)	5	-		
3.3	No. Of Ph. D students graduated	62	70	No.	3			
4	Financial parameters				(10)			
4.1	% of total cost recovery by means of fees and other resources, except MHRD funds (Sum of Item 3 in Annexure IV)	55.22	57.00	%	4			
4.2	Incremental growth in amount of Corpus Fund as on 1 st July of the year compared to 1 st July of previous year	35,530.67	36,000.00	Rs. (in lacs)	2			
4.3	% Utilisation of funds received from MHRD w.r.t to BE/RE	100	100	%	4			
5	Outreach and inclusivity				(10)	-		
5.1	Percent students from other countries	3.0	3.3	%	1			
5.2	Percentage of girl students	18.98	20.00	%	2			
5.3	% of faculty from SC, ST, OBC	25.68	45.29	%	2			
5.4	% of students from SC, ST, OBC	49.41	49.50	%	2			
5.5	No. of cases reported related to sexual harassment	2	0	No.	2			
5.6	No. of ragging cases reported	0	0	No.	1			

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6	Infrastructure creation (where applicable, in other cases weightage will be zero)				(10)	
6.1	Infrastructure created during the year (In sq. Meter)	5556.04	32499.28	Sq. Meter	10	
7	Overall Performance				(20)	
7.1	NIRF Ranking Overall Among NITs	2018-19 41 07	39 05	Rank	20	
	Total				115	

- 1. If any parameter is not applicable to any Institution, the same may be substituted/ modified/ deleted from this list. The overall weightage obtained by adding Column 6, will be the denominator for calculation of % performance
- 2. Existing level will be decided by taking the average values of last three years from 2016-17, 2017-18 and 2018-19, except in case of NIRF, where it will be the Rank in 2018-19. If the 2018-19 parameter is not yet available at the time of signing of MoU then average of two years 2016-17, 2017-18 would be taken. If the Institution did not participate in NIRF Ranking in 2018-19, a notional ranking of 500 would be given for the year 2018-19 for calculation purposes.
- 3. The Institution and the Ministry would arrive at an agreement on which NIRF Ranking category should be applied for the Institution and then the evaluation would be done on performance in that category only. A change in category would be permitted during the course of the year only if the chosen category is not being taken up by NIRF for categorisation in the year 2018-19.
- 4. For parameters like ragging cases, anti-sexual harassment cases and NIRF ranking, a lesser value than existing level would be taken as successful achievement and achievement parameter would be accordingly modified.
- 5. Score given on each parameter would be as follows: Excellent 10; Very Good 8; Good 6; Fair 4; Poor 2
- 6. If an Institution does not participate in NIRF Ranking exercise in the ourrent year, the weightage would remain at 20 for the NIRF parameter and the Institution would get a zero score on it.
- 7. Overall Score of an Institution would be calculated as follows: Sum (Score of each Parameter* Parameter weightage) * 100/Total weightage

Annexure II

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PARAMETERS FOR NEGATIVE MARKINGS

There will be negative marking from the overall score, obtained in Annexure I, as follows:

- i) Laying of Annual Report in Parliament
 - a. If Annual Report of 2017-18 submitted to MHRD before the start of Winter session, 2018 Less 0%
 - b. If Annual Report of 2017-18 submitted to MHRD after 1/1/2019 but before 31/3/19 Less 1%
 - c. If Annual Report of 2017-18 not submitted to MHRD by 31/3/19 Less 3%
- ii) Submission of data for AISHE
 - a. If submitted in 2018-19 within the last date fixed for the same Less 0%
 - b. If submitted in 2018-19 but after last date fixed for the same but before 31.3.19 Less 1%
 - c. If not submitted in 2018-19 by 31.3.19 Less 3%
- iii) Holding of Meeting of Board at least once a quarter (Other Institutions may mention their own Management bodies)
 - a. If Board meeting held once in a quarter, with at least 4 meetings in a year-less 0%
 - b. If Board meeting not held in any quarter, but 4 meetings held in a year-less 1% for each quarter when Board meeting not held
 - c. If total number of Board Meetings held in year less than 4 less 4%
 Quarters for this parameter means the periods: Quarter I: April-June; Quarter II: July-September; Quarter III: October December;
 Quarter IV: January March
- iv) Counselling system in the Institution.
 - a. When a robust counselling system exists and there is no suicide or attempt to suicide less 0%
 - b. When no robust system exists but there no suicide or attempt to suicide less 1%
 - c. When a robust counselling system exists but there is at least one suicide or attempt to suicide less 3%
 - d. When no robust counselling system exists but there is at least one suicide or attempt to suicide less 4%
- v) Signing of MoU
 - a. When MoU for 2018-19 signed before 31/3/18 less 0%
 - b. When MoU for 2018-19 finalized by MHRD and Institution jointly but not signed by 31/3/18 Less 0.5%
 - c. When MoU for 2018-19 neither finalized by MHRD and Institution jointly nor signed Less 2%



vi) Vigilance cases

a. Where Disciplinary cases ordered by CVC - less 1% per case

b. Where criminal prosecution or CBI enquiry ordered by CVC - Less 2% per case
 For this purpose, each case would mean each separate incident on which an enquiry has been done by CVC

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Sum (Score of each Parameter* Parameter weightage) * 10.0/Total weightage

Overall Score =

Annexure III

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RATING OF INSTITUTION BASED ON CONSOLIDATED SCORES

Performance of the Institution would be graded based on overall score less the negative score to get the Consolidated Score. The performance based on the consolidated score would be as follows:

Conse	blidated Score	Rating	
More than	Equal to or less than		
90	· 100	Excellent	
70	90	Very Good	
50	70	Good	
33	50	Fair	
ess than or equal to 33%		Poor	

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Annexure IV

National Institute of Technology, Kurukshetra

Financial Commitment of MHRD and Other Sources of Revenue

1. The MHRD would allocate the following funds to be released through Consolidated Fund of India in the year 2018-19: Budget Estimate (BE): Revenue – Rs. 117:96 Crore }

OH-31:-Rs. 49.59 Crore } 129.18 Crores OH-35:-Rs. 00.00 Crore } OH-36:-Rs. 68.37 Crore }

Capital -- Rs. 11.22 Crore

2. The Institution would apply for grant of funds under HEFA as follows: HEFA Loan application: Rs., 150.00 Crore

3. The Institution will raise funds from other sources as follows:

i.	User charges in form of fees	: Rs. 2842.00 Lacs
ii.	User Charges other than fees	: Rs. 858.00 Lacs.
iii.	Alumni donation	: Rs. 40.00 Lacs
iv.	Extra mural funding from other Departments/ Ministries of Government of India	: Rs. n.a.
v.	Extra Mural funding from other sources:	: Rs. n.a.
vi.	Other resources not covered above	: Rs. n.a.

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BoG 50.10 To consider and approve the Panel of Experts (Board Nominee) for recruitment of Academic Staff (excluding the Director and the Deputy Director) in various subjects.

As per Statute 23(5)(a), for filling up the post of Academic Staff (excluding the Director and the Deputy Director) in various subjects in the Institute by director recruitment or by promotion from amongst the members of the staff of the Institute there will *interalia* be two nominee of the Board one being an expert, but other than a member of the Board. The existing panel for the above posts is expiring on 04.09.2019.

Proposed selection committee meeting experts for the academic positions have been invited from all the Heads of the Departments / Coordinators of Schools considering expert from IITs / NITs / reputed Central Universities from all across the country. The consolidated panel of experts will be placed before the Board on table.

The Board may consider and approve the fresh panel of External experts (**Board Nominee**) for recruitment of Academic Staff (excluding the Director and the Deputy Director) in various subjects for a period of two years w.e.f. 05.09.2019 to 04.09.2021.

BoG 50.11 To consider and approve the Panel of Experts for recruitment of Technical, Administrative & Ministerial Staff, senior administrative and other comparable posts.

As per Statute 23(5) (b) and (c), for filling up the post of Technical, Administrative & Ministerial Staff, senior administrative and other comparable posts in the Institute by director recruitment or by promotion from amongst the members of the staff of the Institute there will *interalia* be one external expert on the Selection Committee. In addition, as per statute 23(5)(d), for filling up the posts of Senior Administrative and other comparable posts carrying pay scale of Lecturer (Now Assistant Professor) and above there will interalia be one nominee of the Board. The existing panel for the above posts is expiring on 04.09.2019.

Proposed selection committee meeting experts for the nonacademic positions have been invited from all the Heads of the Departments / Sections considering expert from IITs / NITs / reputed Central Universities from all across the country. The consolidated panel of experts will be placed before the Board on table.

The Board may consider and approve the fresh panel of External experts for recruitment of Technical, Administrative & Ministerial Staff, Senior Administrative and other comparable posts for a period of two years w.e.f. 05.09.2019 to 04.09.2021.

BoG 50.12 To note the action taken / progress made by the Institute on the proposal to set up Siemens Centre of Excellence (CoE) at National Institute of Technology, Kurukshetra in terms of guidelines issued by MHRD.

The proposal to set up Siemens Centre of Excellence (CoE) was placed before the Board in its 49th meeting held on 01.03.2019. The Board decided as under:

"The representative of SISW apprised the Finance Committee that the company cannot provide the item-wise prices due to policy of the company and confidentiality aspect, but they have shown the commercial and academic prices of product items on-line to be given to NIT Kurukshetra. After the satisfaction of the members and also in view of the earlier decisions of the Finance Committee and subsequent approval by the BoG, the Finance Committee approved as under:-

- 1. The DPR along with Annexure-I: Bill of Material (BOM), Annexure-II: Technical Specifications and acceptances of terms and conditions of MHRD guidelines relating to setting up of CoE by the Siemens and the NIT Kurukshetra may be approved.
- 2. The Institute share of Rs.24.44 crores required for the said proposal may be approved out of the IRG of the current financial year 2018-19 instead of HEFA loan.

Further, the Finance Committee recommended the above minutes for the approval of BoG.

The Board considered the above recommendations of the Finance Committee and decided as under:

- The DPR alongwith Annexure-I: Bill of Material (BOM), Annexure-II: Technical Specifications and acceptances of terms and conditions of MHRD guidelines relating to setting of CoE by the Siemens and the NIT Kurukshetra is approved.
- As per DPR, the total project cost of the proposed Siemens CoE is Rs.188,85,95,559/- inclusive of all applicable taxes. Out of this project cost, the Grant-in-Kind provided by the Siemens as per its Global Academic Program is Rs.164,41,52,245/-. The share/contribution of the NIT Kurukshetra is Rs.24,44,43,313/-(Rs.20,71,55,350/- with applicable GST @ 18%). So NIT Kurukshetra share for Rs.24.44 crore is approved for setting up SCoE at NIT Kurukshetra.
- 3. The Institute share of Rs.24.44 crores required for the said

proposal is approved out of the IRG of the current financial year 2018-19 instead of HEFA loan.

4. The above mentioned share/payment be made by NIT Kurukshetra as per the payment schedule as approved by the Finance Committee in its 37th meeting held on 04.06.2018 and the subsequent approval by Board of Governors in its 45th meeting held on 04.06.2018. The payment schedule will be the part of MoA.

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5. The Director of NIT Kurukshetra is authorized to sign the tripartite MoA as approved by the Finance Committee in its 37th meeting held on 04.06.2018 and subsequent approval by the Board of Governors in its 45th meeting held on 04.06.2018. Further, the Board confirmed the minutes of this item".

In view of above decision of the Board, the Institute has taken

the following actions in regard to the establishment of the Siemens Centre of Excellence at NIT, Kurukshetra:-

- A tripartite Memorandum of Agreement (MoA) among National Institute of Technology Kurukshetra, Siemens Industry Software(India) Private Ltd. and CoreEL Technologies(I) Pvt Ltd. was signed on 22 March 2019. The copy of the MoU is enclosed as <u>Annexure – 50.12(i) from pages 91 to 114.</u>
- 2. The identified required space (about 15,000 sq. ft.) in the existing building has been earmarked for setting up the SCoE, which shall house eleven laboratories equipped with state-of-the-art industry grade equipments / machines / hardware and software tools.
- 3. A team of the following faculty members visited the Siemens Centre of Excellence at NIT Trichy and MIT Chennai:

(i)	Dr. Brahmjit Singh	Professor ECE & Dean (R&C)
(ii)	Dr. Pankaj Chandna	Professor MED & Dean (IIR)
(iii)	Dr. S.M. Gupta	Professor CED & Prof. I/C (Estate & Construction)
(iv)	Dr. Vinod Mittal (Stores &	Professor MED & Prof. I/C
		Change (and a second

Purchase)

The visit was aimed at examining the infrastructural and logistic requirements, functional and operating procedures and the outreach activities of the center. The team also interacted with the officials of the Centre including Centre Head, the instructors/trainers and the students using the lab and R&D facilities in the centre.

- 4. The purchase order has been issued for Rs.22,20,72,418/- inclusive of GST as payment of 'Institute share vide PO No. SCE/2019/2051 dated 26.03.2019 against the approved Institute share of Rs.24.44 crores recommended by the FC in its 40th meeting held on 01.03.2019 and subsequent approval by the Board in its 49th meeting held on 01.03.2019.
- 5. The Institute has conveyed to AE/ES to CPWD to prepare the site (building earmarked for CoE) as per the requirements (renovation, augmentation, electrification, air conditionings, data cabling, civil works etc.) and as per the recommendations of FC in its 37th meeting held on 04.06.2018 and subsequent approved by the Board in its 45th meeting held on 04.06.2018.
- 6. To ensure integration of the hardware and software resources available in the SCoE and engaging the students and faculty, detailed interactive sessions were arranged among the faculty and domain experts from Siemens to explore the inclusion of these resources into our academic programs.

After detailed deliberations in the Board of Studies of Mechanical Engineering, Production & Industrial Engineer, Electrical Engineering and Electronics & Communication Engineering programs, the facilities and laboratories have been integrated / mapped in theory and laboratory courses of UG and PG programs from the Academic Session 2019-20. Further, two laboratories, namely PLC & Microcontrollers Lab and Drives lab have been customized to the extend possible to introduce the experiments on the set ups available in the Centre in the PG programs.

- 7. A review committee as envisaged in the MoA has been constituted with the representation of both Siemen and CoreEL Technologies and an independent representative from industry/R&D Organisation / Government Depts. The first meeting of the Review committee is proposed to be held in the month of June 2019.
- 8. Identification of the manpower for the SCoE is under process.

The Board may note the actions taken/progress made by the Institute.



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TRIPARTITE AGREEMENT

AMONG

NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA

(Institution of National Importance)

KURUKSHETRA, HARYANA

AND

SIEMENS INDUSTRY SOFTWARE (INDIA) PRIVATE LIMITED

AND

CoreEL TECHNOLOGIES (1) PVT. LTD.

Difector National Institute of Technology KURUKSHETRA-136119



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The Tripartite Agreement ("Agreement") is executed on this 22nd day of March 2019 ("Effective Date") by and between:

NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA, an Institute of National Importance under Ministry of Human Resource Development, Government of India (GoI) located at Kurukshetra 136119 Haryana, India hereinafter called the "NITKKR" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the first part;

And

SIEMENS INDUSTRY SOFTWARE (INDIA) PRIVATE LIMITED, having an office at Tower D, 16th Floor, Global Business Park, MG Road, Gurgaon 122002 Haryana, India, hereinafter called "SISW" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the second part;

And

CoreEL TECHNOLOGIES (I) PRIVATE LIMITED, having its registered office at #21, 7th Main, 1st Block, Koramangala, Bangalore – 560034, India, hereinafter called "Partner" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the third part.

Hereinafter, NITKKR, SISW and Partner are individually referred to also as a "Party" and collectively as the "Parties".

WHEREAS:

- 1. SISW a business unit of the Siemens Digital Factory Division, is a provider of product lifecycle management (PLM) and manufacturing operations management (MOM) software, and services to customers in India;
- National Institute of Technology Kurukshetra is an institution of national importance under the aegis of MHRD, Govt of India located in Kurukshetra, Haryana has expressed desire to set up a Centre of Excellence ("CoE") in its institute campus;
- 3. CoreEL Technologies (I) Pvt. Ltd., a reseller of SISW, is engaged in the business of marketing and licensing software applications and providing associated value-added services and has agreed to supply PLM software, hardware and other third-party products for purposes of setting up of the CoE under this Agreement;
- 4. Pursuant to the guidelines issued by Ministry of Human Resource Development dated 16th January 2019 for setting up of Centre of Excellence (Annexure A), the Parties agree as hereunder.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS**

In this Agreement, the following expressions shall have the meaning stated herein:



National Institute of Technology KUP462 6238A-136119



- a. "Agreement" shall mean this agreement executed between National Institute of Technology Kurukshetra, Siemens Industry Software (India) Private Limited and CoreEL Technologies (1) Pvt. Ltd. include any written modifications thereof and the schedules attached hereto.
- b. "Centre of Excellence" or "CoE" shall mean industry linked multi-skill focused Siemens Centre of Excellence which shall be setup in the campus of National Institute of Technology Kurukshetra.
- c. "End User License Agreement" or "EULA" refers to the terms and conditions to be signed between SISW and NITKKR which govern the use of Software, Hardware and services provided
- d. "Hardware" means equipment, systems, devices, accessories and parts delivered by SISW,
- e. "Siemens Go-PLM Grant" provides Siemens PLM software to support the academic programs of
- f. "Supplemental Terms" means those separate terms and conditions that apply to SISW's Software or Hardware or services offerings as attached hereto, set forth or referenced in an order form, or
- g. "Software" means software licensed or distributed by SISW, including updates, modifications,

2. SCOPE OF SERVICES FOR CENTRE OF EXCELLENCE

The following shall be the scope of the CoE:

- a. To make qualitative improvements in technical education by setting up of CoE:
 - Provide facilities in NITKKR labs by adopting latest open technologies in engineering, design, manufacturing, planning, analysis and management in order to serve the needs of all the adjoining
 - Provide certificate courses for students, faculty and industry professionals;
 - Skill up-gradation of faculty at CoE by providing trainings (Train the Trainer);
 - Upgrade course curriculum to adapt to modern industrial practices;
 - Promote research & development to serve needs of the industries.
- b. Promote Industry: Academia interface to improve relevance in technical education system, in line with
- c. Train students to improve their employability: enable students to compete in national and international employment market for better work opportunities, remuneration and growth; d. –
- Enhance reputation of technical institute and equip with state of art technologies and industry
- e. Create a pool of skilled manpower to cater to current and future industrial landscape of the state and
- f. CoE shall be implemented on BOT (Build, Operate, Transfer) model. Roles and responsibility of the Parties are described in Clauses 5, 6 and 7 of this Agreement.



National I of Technology KUBUKSHF23RA-1361



3. TERM

This Agreement shall commence from the date Agreement is made or the date it is signed by all parties, whichever is later (the "Effective Date") and shall continue in effect for a period of three (3) years from the date of commencement of operation of CoE, unless terminated earlier or renewed for such period pursuant to the terms mentioned in this Agreement.

4. TERMS OF PAYMENT

a. NITKKR will pay an amount of INR 22,20,72,418/- (Rupees Twenty-Two Crore Twenty Lakh Seventy-Two Thousand Four Hundred Eighteen Only) inclusive of applicable taxes ("Total Contract Price") to an account to be jointly operated by SISW and Partner. NITKKR shall ensure timely disbursement of the above sanctioned amount for supply of Software, Hardware and other third-party products for the CoE.

b. NITKKR shall make payment in accordance with the following schedule:

- 50% of Total Contract Price will be paid immediately on execution of the Agreement, against the proforma invoice raised by the Partner;
- 40% of the Total Contract Price on delivery of Software, Hardware and other third-party products against proforma invoice as mentioned in the BoM vide Annexure B;
- o Balance 10% of the Total Contract Price'shall be paid within 30 days from the date of successful installation, testing and commissioning against the invoice.

5. ROLES AND RESPONSIBILITIES OF NITKKR

- a. NITKKR will demarcate the required area to set-up the laboratories and provide the necessary infrastructure as per the project specifications outlined in the proposal, including, but not limited to electricity, water, plumbing/ pneumatic piping, furniture, fixtures and adequate security, internet and student training consumables (at actual usage) for the laboratories in the CoE. NITKKR will also arrange to provide necessary approvals, permissions etc., as required from various government departments, local authorities etc.
- b. NITKKR shall intimate in writing to both SISW and Partner of any discrepancy in supplies within five (5) days of such delivery and before installation & commissioning to enable SISW and Partner to take necessary corrective action. Any deficiency in services shall be intimated to Partner and SISW in writing detailing reasons within five (5) days of completion of each milestone. Any detailed discussion shall be taken up during the review Committee meeting.
- c. NITKKR shall ensure that all material supplied, including hardware within the CoE are kept at a secured location and no damage is caused thereto by any student or faculty of NITKKR. Any damage caused to deliverables after it is delivered to NITKKR shall be responsibility of NITKKR. All risk of loss or damage and title to the Hardware and third-party hardware shall pass from SISW and Partner to NITKKR upon delivery. In case incoterms for the applicable Software, Hardware of third party products as mentioned in the respective documents differ from those mentioned herein, then applicable terms as mentioned in the respective documents of Software, Hardware and of third party products shall prevail.



National Institute of Technology KURUKEHTTRA-136119



- d. NITKKR understands and agrees that any delay in providing necessary infrastructure support, approvals or permissions etc., may cause delay for SISW and Partner to perform and provide services. NITKKR shall make infrastructure and other requirements available at least 30 days in advance prior to scheduled installation and commissioning work.
- e. NITKKR shall mobilize students and interface with Industry in the CoE with support and assistance of SISW and Partner. For sake of clarity, the support and/or assistance taken by NITKKR from SISW and Partner shall be of non-monetary consideration and shall be reasonable limited to the CoE.
- f. NITKKR undertakes to operate and maintain the CoE set up under this Agreement after the completion of 3 years of its operations as mentioned in clause 7(e)(iv).
- g. NITKKR shall communicate acceptance of deliveries made by Partner of SISW Hardware or thirdparty products for a particular lab of CoE. NITKKR sign a delivery challan / Note within five (5) working days from the date of submission and shall furnish to Partner.
- h. NITKKR shall permit SISW to replace the Partner under this Agreement, if Partner is terminated on account of clause 15. In such a case SISW shall enter into a separate agreement which shall be addendum to this Agreement. NITKKR understands and accepts that replacement of Partner shall take reasonable time and, therefore, timeliness mentioned in the Agreement for deliveries and setting up of the CoE shall extend and be decided mutually between Parties.

6. ROLE AND RESPONSIBILITIES OF SISW

- a. SISW shall act as the primary party for setting up of CoE with the Partner.
- b. It shall ensure Siemens Certified faculty of Partner to be posted on-site at the CoE, Annexure C covers the faculty deployment.
- c. It shall monitor quality of training imparted by Partner by taking random feedback from the students and faculty.
- d. It shall participate in the overall governance of the CoE as a part of the review committee.
- e. It shall provide Software and/or Hardware in the required numbers mentioned in the Annexure B-Bill of Material, after receipt of purchase order and scheduled payments from NITKKR as mentioned in clause 4.
- f. SISW will invite NITKKR to participate in SISW's GO PLM cooperation program. Within the GO PLM cooperation framework, SISW will deliver the latest version of digital factory software to NITKKR. The total in-kind value in accordance with the proposal submitted shall be INR 164,41,52,246.

7. ROLE AND RESPONSIBILITIES OF PARTNER

a. It shall act as implementer and system integrator for the CoE in accordance with the terms mentioned in the Agreement. It shall be the partner to set-up the CoE and to provide complete support to NITKKR for the term mentioned in the Agreement.



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- b. It shall set up the CoE by supplying, installing and system integrating the Hardware, Software, and courseware provided by SISW and other third-party products in NITKKR. The details of Hardware, Software, courseware of CoE (which forms the bill of material) are detailed in Annexure B of this Agreement.
- c. It shall operate and maintain the CoE for initial three (03) years from the date of commencement of operation.
- d. It shall conduct training of faculty on SISW Software and, other products supplied by it at CoE. Training shall be provided to NITKKR pursuant to a schedule mutually agreed between Partner and NITKKR. All training shall be conducted as per SISW's standard training protocols and shall be based on SISW's standard training material.
- e. It shall provide support to NITKKR for the following:
 - i. Enroll students for training courses & provide course material;
 - ii. Train the students on products and courseware supplied for a period of 3 years from the date of commencement of operations of CoE.
 - iii. Provide certificate to the students, faculty from outside institutes/university and industry professionals upon successful completion of training as may be agreed between the parties herein, in the format approved by SISW.
 - iv. It shall operate and maintain each CoE for 3 years from the date of commencement of its operation, during this period it would adequately train the faculty of NITKKR to take over from the end of the third year.
- £ It shall endeavor to complete the CoE setup within 180 days from the date of receipt of above mentioned amount from NITKKR, except in case of delay caused by Force Majeure conditions or for reasons which are not directly attributable to Partner or for delay caused by NITKKR in providing necessary approvals, infrastructure, resources etc.
- g. It shall take acceptance/ sign-off on each of the deliveries made to NITKKR which shall be provided a copy of the acceptance/ sign-off to SISW for the purposes of withdrawing the amount from the account mentioned in clause 4.
- h. It shall cover three (03) years warranty/upgrades on the hardware and software to be supplied for setting up the CoE.
- i. It shall cover the Repair and Maintenance cost or the AMC charges, which will be effective for a period of three years from the date of commencement of operations. The maintenance cost or the AMC charges from the 4th year has been declared as *Annexure D*.
- j. All the revenue generated under the aegis of the CoE will be taken solely by the NITKKR since inception. In other words, no revenue will be shared with SISW or Partner in any form by whatever name called.

8. PARTNER'S REPRESENTATIONS AND WARRANTIES

a. It has the professional skills, experience, personnel and resources that are necessary for providing all services as are necessary to fulfill its obligations under this Agreement. It shall deploy its experienced personnel at the CoE as per the details mentioned in Annexure - C attached to this Agreement.



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It has the right to enter this Agreement, is a corporation duly organized, validly existing, has the power and authority, corporate and otherwise, to execute and deliver this Agreement and to perform its obligations hereunder.

All notices or claims for any contravention, infringement or misuse received by SISW in its name or in the name of Partner under this Agreement from any of the authorities in respect of any violation or non-compliance by Partner with any of the applicable regulations/laws shall be sole responsibility of Partner and will be handled or dealt with by Partner. For the avoidance of any doubt, partner shall not be responsible for any violation or non-compliance of this Agreement to the extent it is proved to have resulted from any act or omission of SISW or NITKKR.

- d. The execution, delivery and performance of this Agreement, and other agreement, document or instrument now or hereafter executed and delivered by Partner pursuant thereto or in connection herewith will not: (i) conflict with or violate any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to either Party or its actions; or (ii) conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which Partner is a party or by which any of its property is bound.
- e. As on date of this Agreement, there are no pending or threatened legal proceedings against Partner which if adversely determined, would affect/ may affect performance of Partner under this Agreement.
- f. It shall not knowingly engage any person with criminal record/ conviction and any such person shall be barred from participating directly or indirectly in providing the services under this Agreement.
- g. It shall comply with all applicable iaws, rules and regulation in relation to provision of the services including any registration, licensing, certification, permit or filing requirements therein that may be applicable to it and for employment or engagement of personnel for provision of the services.
- h. It shall ensure that the financial assistance from NITKKR is utilized in a proper way for setting up of CoE. It shall provide progress report on the amount spent on setting up of the CoE and such other details as may be requested either by SISW or NITKKR from time.
- i. It shall timely release amount to third parties for the respective software, hardware and services supplied by them under this Agreement.
- j. It shall allow SISW to conduct audit, after it receives a written notice of five (5) days, wherein SISW shall be permitted to check books of accounts, agreements and other financial records pertaining to transactions entered into by Partner pursuant to this Agreement.

9. SISW'S REPRESENTATIONS AND WARRANTIES

- a. It has the right to enter this Agreement, is a corporation duly organized, validly existing, has the power and authority, corporate and otherwise, to execute and deliver this Agreement and to perform its obligations hereunder.
- b. It shall comply with all applicable laws, rules and regulation in relation to provision of the services that may be applicable to it under this Agreement
- c. It shall not knowingly engage any person with criminal record/ conviction and any such person shall be barred from participating directly or indirectly in providing the services under this Agreement.



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d. As on date of this Agreement, there are no pending or threatened legal proceedings against SISW which if adversely determined, would affect performance of SISW under this Agreement.

10. NITKKR'S REPRESENTATIONS AND WARRANTIES

- a. It has the right to enter this Agreement, is a corporation duly organized, validly existing, has the power and authority, corporate and otherwise, to execute and deliver this Agreement and to perform its obligations hereunder. It shall timely provide all approvals, authorizations, infrastructure and other support required for setting up of CoEs.
- b. It shall comply with all applicable laws, rules and regulation that may be applicable to it under this Agreement.
- c. It warrants that it shall sign the End User License Agreement ("EULA") and Supplemental Terms related to the use of Software and Hardware and comply with such terms. NITKKR warrants that Software and Hardware shall be governed by the EULA and applicable Supplemental Terms and shall prevail in case of conflict over terms of this Agreement.
- d. It warrants that use of third party software and/or hardware shall be in accordance with applicable terms delivered by Partner for CoE's and sign terms related thereto.
- e. It warrants that it shall timely release all payments to SISW and Partner for deliverables and services provided to it in accordance with the payment terms agreed between the Parties. It will provide acceptance/ sign-off within five (5) days of each of the deliveries made either by SISW or Partner and thereafter, such deliverables shall be deemed accepted.

11. CONFIDENTIAL INFORMATION

- a. Each Party agrees that it shall hold the Confidential Information of the other Party in strict confidence. Each Party further agrees that it will not make any disclosure of the Confidential Information to anyone without the express written consent of the other, except to employees, affiliates to whom disclosure is necessary to the performance of this Agreement and who have agreed in writing to hold such information in confidence in relative accordance to the terms of this Section. Each Party shall undertake all reasonable steps to ensure the confidentiality of Confidential Information and shall ensure that its personnel, subcontractors, agents and affiliates comply with the confidentiality provisions of this Agreement.
- b. Within ten (10) business days after any termination of this Agreement, or promptly upon request by the disclosing Party, all originals and copies of the disclosing Party's Confidential Information in the other Party's possession shall be returned to the disclosing Party or destroyed.
- c. Notwithstanding the other provisions of this Agreement, data and information disclosed by either Party hereunder shall not be considered to be Confidential Information if: (a) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (b) it has been independently developed by the receiving Party prior to disclosure by the disclosing Party; (c) it has been intentionally disclosed by the Party claiming that the information is Confidential Information to a third party without restriction on disclosure; or (d) it is required to be disclosed under the binding laws, regulations or governmental orders of any applicable jurisdiction; provided that the disclosure of any such Confidential Information there under.
- d. The obligation of Parties under this Section shall survive the expiry or termination of this Agreement and for a period of three (3) years thereafter.



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e. Each Party is aware of and acknowledges the fact that any breach by the other Party of any of the terms of confidentiality as contained in this section in this Agreement could cause the former Party to suffer a grave loss and would prejudicially affect its business and interests. Parties recognize and agree that in the event of such a breach and / or apprehended breach, each Party shall be entitled to immediate injunctive or other interlocutory relief. This remedy shall be in addition to other remedies available to the Parties under law.

12. COORDINATION AND -REVIEW COMMITTEE

- a. To ensure coordination, Parties shall set up a Review Committee comprising of 5 members. Both SISW and Partner shall appoint one (1) person each and NITKKR shall have two (2) members and one (1) independent representative mutually agreed upon by all parties. The Review Committee shall be the principal authority with respect to the CoE with responsibility to decide on matters pertaining to it.
- b. Progress meetings will be scheduled by Review Committee at agreed upon times and, one (1) meeting shall be held quarterly to monitor the progress of setting of CoE. Review Committee shall prepare minutes of meetings which shall be signed by Parties. Review Committee will communicate on a regular basis for the purpose of reviewing the effectiveness of the relationship and this Agreement, suggesting changes, and implementing improvements.

13. INDEMNIFICATION

- a. NITKKR and SISW each will indemnify, defend and hold harmless the other, its directors, officers and employees from any and all claims, actions, damages, liabilities, costs and expenses; including reasonable attorney's fees and expenses for:
 - (i) the death or personal injury of third parties, including employees of the indemnitor, arising out of, or in any way resulting from, the negligent or willful acts or omissions of the indemnitor or any of its employees; and/or
 - (ii) the damage, loss or destruction of real or tangible property of the other Party, arising out of, or in any way resulting from, the negligent or willful acts or omissions of the indemnitor or its employees.
 - (iii) on account of any unauthorized disclosure of Confidential Information.
 - (iv) for violation of EULA terms of Software, Hardware and/or third party products.
- b. Partner hereby agrees to indemnify, defend and hold SISW harmless at all times from any loss, claim, damage, costs, taxes, duties, penalties or interest thereon or expenses of any kind, notices, claims, demands, action, suits or proceedings, including reasonable attorney's fees and legal costs to which SISW may be subjected, either from NITKKR or from a third party and undertakes to fully compensate SISW for such breach:
 - i. by virtue of a breach of the Representations and Warranties made by Partner;
 - by virtue of any contravention and/or non-compliance on the part of Partner;
 laws, ordinance, and regulations as may be applicable to Partner from time to time in relation to the Agreement;
 on account of any ordinance.
 - iii. on account of any act, commission or omission or to the negligence of any person of Partner, which has resulted whether on account of breach of any of the conditions of this Agreement by Partner and/or its employees;
 iv. on account of any membering of the conditions of the conditions of any account of any membering of the conditions of the conditions of any account of any membering of the conditions of the conditions of the conditions of any account of any membering of the conditions of the conditi
 - iv. on account of any unauthorized disclosure of Confidential Information, and
 - v. on account of any act of Partner's deficiency of services, gross negligence, willful misconduct or fraud or dishonesty.



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- vi. the death or personal injury of third parties, including employees of SISW or NITKKR, arising out of, or in any way resulting from, the negligent or willful acts or omissions of Partner or any of its employees.
- vii. the damage, loss or destruction of real or tangible property of either SISW or NITKKR, arising out of, or in any way resulting from, the negligent or willful acts or omissions of Partner or its employees.
- c. The provisions of this section shall be without prejudice to any other rights available to an aggrieved party.
- d. Foregoing indemnities are subject to the following:
 - (i) Indemnified party gives prompt notice of indemnity event to the indemnifier together with sufficient details of such event.
 - (ii) Indemnified party gives sole control of defense of any claim to the indemnifier, to the extent possible.
 - (iii) Indemnified party shall not settle any claim with the third party without the prior written consent from the indemnifier.
 - (iv) Indemnity shall not apply if any loss or damage is caused by the acts of the indemnified party.
 - (v) The indemnified party shall have the duty to mitigate losses or damages caused.

14. LIMITATION OF LIABILITY

Except indemnification as mentioned in clause 13, SISW's and/or Partner's entire liability for all claims or damages arising out of or related to this Agreement, regardless of the form of action, whether in contract, tort or otherwise, will be limited to and will not exceed, in the aggregate the amount received from NITKKR respectively for supply of Software or Hardware, or for supply of third party software or hardware (as the case may be), which is a subject matter of breach. In no event will the measure of damages payable by SISW and/or Partner include, nor will SISW and/or Partner be liable for, any amounts for loss of income, profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties, even if SISW and /or Partner have been advised of the possibility of such damages in advance, and all such damages are expressly disclaimed. SISW and/or Partner shall not be liable for any delay in performance of services or supply of defective products or for any acts of any other party.

15. TERMINATION

- a. A Party may terminate this Agreement, effective upon fifteen (15) business days written notice to the other Party, upon an Event of Default under this sub-section (b) of this clause or based on any legal, or regulatory restriction as a result of which the services cannot continue to be provided. Termination under this clause shall be without prejudice to any other rights and remedies that any Party may have at law or in equity for damages or otherwise.
- b. Any one or more of the following shall constitute an "Event of Default" hereunder:
 - (i) A Party to this Agreement fails to perform or observe any material obligation set forth herein in any material respect which remains uncured within fifteen (15) business days' written notice; or
 - (ii) Any representation or warranty contained herein is false or misleading in any material respect as of the date made or deemed to have been made and is not rectified upon notice of the same within fifteen (15) business days of such written notice.



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- c. SISW reserves a right to terminate the Partner, by prior written notice of fifteen (15) days, for a gross negligence, willful misconduct, fraud, violation of applicable laws or any reason which adversely affects continuation of the Agreement with the Partner or for reasons mentioned under Event of Default, provided that termination shall not take effect unless the breach complained of remains uncured for a period of fifteen (15) days from the date of notice.
- d. A Party shall have a right to terminate the Agreement effective upon receipt of a written notice by the any Party, if a Party (i) commences proceeding seeking a voluntary winding up, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency, corporation or other similar law now or hereafter in effect that authorizes the reorganization or liquidation of such Party or its debt or the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or (ii) consents to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or (iii) makes a general assignment for the benefit of creditors, or (iv) fails generally to pay its debts as they become due.
- e. Notwithstanding anything contrary in this Agreement, in the event this Agreement is terminated either by SISW or NITKKR for reasons mentioned under Event of Default, then NITKKR shall cooperate with the Partner to receive deliveries of all third party products ordered and procured by the Partner prior to the date of termination and, shall release all amounts for such deliverables against purchased orders placed prior to termination of the Agreement, including, for deliverables or services which have been accepted by NITKKR.

16. PUBLICITY

No Party shall make any public disclosure, except as may be required by applicable law, relating to discussions and or terms related to this Agreement, without obtaining the prior written consent of the other Party/Parties. A Party shall not use and shall not let their employees, agents and subcontractors from using the name, trademark or logo of the other Parties in any sale, marketing publication, advertisement, or other publication. A Party shall not make, or let its employees, agents or subcontractors make, any public statement relating to the other Party.

17. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought. A failure or delay of any Party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

18. ASSIGNMENT AND SUBCONTRACTING

- a. NITKKR or SISW shall not assign, in whole or in part, its obligations under this Agreement to any third party without prior written consent of the other Party except to a subsidiary or affiliated company, for which approval shall not be unreasonably withheld. Partner will not assign in whole or in part, its obligations under this Agreement to any third party without prior written consent of SISW.
- b. SISW may subcontract, a portion of this Agreement to third parties, without any approval from NITKKR. Partner is not permitted to subcontract any portion of this Agreement to any third party without taking prior written approval from SISW and NITKKR.
- c. If approved to subcontract, Partner shall be solely responsible for the any liabilities, acts, defaults and neglects of any sub-contractor, its agents or employees as fully as if they were its acts, defaults or neglects.



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19. FORCE MAJEURE

- a. The Force Majeure Events include exceptional events or circumstances of the kind illustrated below:
 - war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
 - riot, commotion, disorder, strike or lockout by persons other than Party's personnel,
 - natural catastrophes such as earthquake, disaster, epidemic, lockouts, fire, accident, torrential rain, flood or any act of God,
 - munitions of war, explosive materials, ionizing radiation or contamination of such munitions, explosives, radiation or radio-activity,
 - Governmental acts or actions.
- b. If either Party is prevented from performing any of its obligations under this Agreement by such cases of Force Majeure, it shall give written notice to the other Party within 14 (fourteen) days of such occurrence to the events, describing the event and its effects supported by authentic evidences. The affected Party shall, having given notice, be wholly or partially excused performance of such obligation for so long as such Force Majeure prevents it from performing them. No Party shall have any claim/ compensation for the loss incurred due to the Force Majeure conditions.
- c. The affected Party shall use all reasonable efforts to minimize any delay in its performance of the Agreement as a result of Force Majeure Events.
- d. The Party unable to perform this Agreement due to the effect of Force Majeure Events occurrence may, after consultation with the other Party, extends the duration of this Agreement by a period commensurate to the time actually lost due to the Force Majeure occurrence. The other Party shall not claim compensation for the loss thus incurred.
- e. In case of an extension up to 90 (Ninety) days in the performance of this Agreement due to the effect of the Force Majeure occurrence, both Parties shall have consultation on the performance of this Agreement or termination of the Agreement.

20. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired and the remainder of this Agreement will continue to be binding upon the Parties hereto. The offending provisions will be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law.

21. NOTICE

All notices, and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered in hand or when mailed by a registered national mail service, return receipt requested, postage prepaid, and addressed to the address stated in the Agreement. Either Party may change its address for notification purposes by giving the other Party notice of the new address and the date upon which it will become effective.

22. DISPUTE RESOLUTION AND GOVERNING LAW

The parties shall endeavor to resolve all or any dispute arising out of or in connection with this Agreement, amicably within 10 days of notice being issued by the non-defaulting party to the defaulting party. In case no amicable solution is arrived between the parties within the said 10 days, then such dispute/s shall be settled through the competent court of New Delhi, India.



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This Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties hereto shall be governed by the laws of India. The parties hereby submit to the non-exclusive jurisdiction of the courts of New Delhi, India.

23. MISCELLANEOUS

- a. Neither Party nor any of its employees shall have the authority to enter into or conclude any agreements on behalf of the other Party nor otherwise bind nor obligate the other Party, except as provided in terms of this Agreement. For additional clarity, it is acknowledged and agreed that neither Party may or will make any statement, amendment to the Agreement or engage in any activity or make any representation which would have effect on the other party, without the written consent of the other Party.
- b. No term or condition of this Agreement or of any document incorporated herein by reference shall be deemed waived and no breach shall be deemed excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach.
- c. Unless otherwise specified in this Agreement, all consents, approvals, notices, and requests, acceptances or similar actions to be given by either Party under this Agreement shall not be unreasonably withheld or delayed and each Party shall make only reasonable requests under this Agreement.
- d. Either party will not make or offer to make any payments to, or confer, or offer to confer any benefit upon any employee, agent or fiduciary of any third party, with the intent to influence the conduct of such employee, agent or fiduciary in relation to the business of such third party, in connection with this Agreement or the provision of services hereunder. The parties represent and warrant that none of other party's officers, directors, employees (collectively, "Personnel") has received anything of value of any kind, in connection with this Agreement; and that no Personnel has a business relationship of any kind with other party's officers, directors, employees or agents.
- e. Nothing in this Agreement shall be construed to constitute or appoint either party as the agent, partner, joint venture, or representative of the other party for any purpose whatsoever, or to grant to either party any right or authority to assume or create any obligation or responsibility, express or implied, for, or on behalf of, or in the name of any other party designated herein, or to bind any such other party in any way or manner whatsoever.
- f. Each party shall bear all legal and administrative fees and expenses incurred in performing its obligations under this Agreement.
- g. This Agreement together with all Exhibits, or Schedules, and Attachments attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.



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Annexure – A: Guidelines for Setting up the COEs

Guidelines for Setting up the CoEs (Suggestions by IFD)

1. Objective:

- (i) To promote industry and academia interface.
- (ii) To increase the employability of students.
- (iii) To make qualitative improvements in technical education.
- (iv) To upgrade the laboratories of the Institute in order to meet the R & D requirements of the academia for advanced research.
- (v) To equip the Institute with the state-of-the-art and industry relevant hardware and software catering to the current and futuristic requirements of the industry.
- (vi) To support the "Skill India" initiative of the Government of India.
- (vii) Setting up of the Centre of Excellence (CoE) at selected locations and allow sharing of the infrastructure of the CoEs with other CFTIs which does not have such type of infrastructure in place.

2. Criteria for setting up the CoE:

Only the NITs in Top-100 NIRF rankings may be allowed to set up the CoE as it involves huge capital funding and the commitment of funds for running the operations. Such NITs must have sufficient corpus funds from IRG, so as to share itself the capital investment of 50% of what is to be totally shared by the Institute.

3. Estimation of the Project Cost:

Technical Specification and Bill of Material (BoM) for the equipment to be supplied in CoE may be jointly decided by the Agency and the Institute. Agency will need to submit the technical & commercial proposal based on the specifications and BoM finalized. In the BoM, rates of the individual items must also be mentioned so as to justify the total cost of the project.

4. Selection of Agencies:

Selection of Agencies may be done after approval of Finance Committee/Board of Governors of the Institute concerned.



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Annexure - A: Guidelines for Setting up the COEs

Eligibility Criteria in Selection of Agencies may be as below:

- Agencies should be the companies incorporated under the laws of india having registered offices in India. Ξ \odot
 - Well proven track record of establishing and successfully operating similar CoEs across India. (iii)
 - Hardware/Software alignment with the laboratory requirement of the Institute and the R & D requirements of the academia for advanced research.
- relevant and should cater to the current and futuristic requirements of the Hardware and software proposed must be state-of-the-art and industry 3 Ξ
 - The selected Agency shall provide the necessary training free of cost to the concerned staff of the Institute to operate the equipments/facilities.

Regarding costing of the Bill of Material (BoM) submitted by the Agency, Agency has to justify the price of the equipment by submitting the copy of the the rates at which the similar equipment has been supplied recently to other to ensure diligence reasonability of the price of the equipments to be supplied. also exercise dúe Will Institute(s). Institute The

repair/maintenance or AMC and for spare parts of the equipments to be provide give the undertaking to installed, even after the warranty period. Agency shall Ē

5. Signing of Memorandum of Understanding (MoU):

The Agency finalised to setup the CoE shall sign the MoU directly with the Institute. If the services are proposed to be provided through a third party, that third party should be the Authorised Solution/Service Partner of the original Agency. In that case MoU signed shall be a Tri-Party MoU and the ultimate responsibility of Warranty, Support, Operation etc shall be of the original Agency. Original Agency shall act as a Primary Partner.

6. Funding of the Capital Cost:

- Maximum Ceiling of the total project cost to set up the CoE: Rs 200 Cr Per Ξ
- As far as possible, existing civil Infrastructure/furniture available in the Institute may be utilised to set up the CoE. €
- Minimum 80% of the total project cost (including hardware & software) should be borne by the Agency itself.





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