

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN KENDRIYA VIDYALAYA  
SANGATHAN (KVS) AND ERNET INDIA

This memorandum of understanding made at New Delhi between ERNET India, an autonomous society under Department of Information Technology, Ministry of Communications and Information Technology, Govt. of India, represented by Executive director hereinafter referred to as "ERNET India" (which expression shall unless excluded by or repugnant to the context be deemed to include its successor in office or assign) of the one part and the Kendriya Vidyalaya Sangathan, New Delhi - an autonomous organisation under the Department of School Education & Literacy, Ministry of HRD, represented by its Commissioner hereinafter referred to as Kendriya Vidyalaya Sangathan (which expression shall unless excluded by or repugnant to the context be deemed to include its successor in office or assign) of the other part.

2. Kendriya Vidyalaya Sangathan (KVS) established Vidyalayas all over the country to impart quality education, promotion of national integration, adventure activities, physical education etc. Improving quality education through sharing of experience and facilities have been some of the main aims of these Vidyalayas.

3. At present under KVS, there are 978 Vidyalayas spread over States and Union Territories. There are also 3 Vidyalayas abroad. These Vidyalayas have over 1 million students on roll.

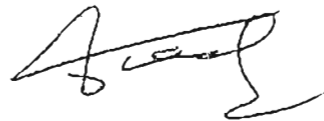
4. The Kendriya Vidyalayas are envisaged as model and pace-setting institutions to lead the school education system in India and paving the way for the realization of national goals.

5. ERNET India, as Autonomous Society under the Department of Information Technology, Ministry of Communications & Information Technology, Government of India, is operating "ERNET", a nodal network of Govt. of India to provide connectivity and Internet access to Education and Research Institutions in the country. ERNET India, in collaboration with leading academic and research institutions in the country, has pioneered the Internet Technology in the country. ERNET India has developed expertise and established a state-of-the-art infrastructure with a mandate to facilitate modern communication facilities for the education and research community in the country. Continuous technological inputs through R&D and training activities ensure high quality of service for the connected institutions.

6. Towards integration of the Computer Education Programme of the Kendriya Vidyalayas, KVS has already equipped a large number of their schools with computer technology. In addition to computer literacy programme, students and teachers are encouraged to use computer as a medium of teaching and learning. Already substantial number of teachers have been trained in this area.

7. KVS and ERNET India see a synergy in their objectives and agree to have a collaboration in strengthening computer education programme. In order to achieve this, KVS and ERNET India agree to set up KVS-Net connectivity of remote Vidyalayas under KVS, providing them internet access by utilizing ERNET services, expertise and networking infrastructure.

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8. It is hereby agreed and declared that for setting up of KVS-Net and utilization of ERNET India's expertise in Information Technology (IT) by KVS and/or "the VIDYALAYAS", the following shall be the responsibilities of ERNET India and KVS.

**A. RESPONSIBILITIES OF ERNET INDIA**

- (i) ERNET India will design KVS-Net to meet the requirements of Kendriya Vidyalaya Sangathan for its schools and offices.
- (ii) ERNET India would assist KVS in procuring hardware and other accessories.
- (iii) ERNET India will provide Broadband VSAT connectivity to Kendriya Vidyalayas located in remote areas as agreed to, between KVS, ERNET India and the concerned Vidyalaya.
- (iv) ERNET India on its part will get installed the required hardware and software such as leased data circuits, RF (Radio Frequency) communication, VSATs (Very Small Aperture Terminals) and Dial-up links and router as suited to the requirement of institution to establish Internet access from KVS-Net.
- (v) ERNET India will train KVS and/or Vidyalaya personnel to ensure proper operation and maintenance of installed hardware and software. Training of KVS personnel and/or Vidyalayas on awareness and usage of Internet and related applications will be arranged by ERNET India on cost-plus basis. Training will be arranged at mutually agreed centers and TA/DA of trainers/trainees will be borne by the respective organizations.
- (vi) As and when required, ERNET India will give recommendations on augmentation/replacement of the Computer Communication Equipments for improving the performance and usage of network.
- (vii) ERNET India will respect information propriety of KVS and/or Vidyalayas and will provide all mutually agreed safeguards which are feasible within the ambit of technical and resource constraints.
- (viii) ERNET India or its designated agency will provide maintenance of the system installed under this agreement to the satisfaction of KVS and/or Vidyalayas. The terms of maintenance may be decided by ERNET India in consultation with KVS and/or Vidyalayas.
- (ix) ERNET India will provide back-up support to KVS and/or Vidyalayas whenever required for solving any network or IT related problems on cost plus basis.
- (x) ERNET India shall help KVS and/or Vidyalayas in making use of IT in day-to-day academic/administrative work including the conduct of students/staff performance evaluations, examinations etc. and finally leading to a paperless office. This service will be provided on cost plus basis.

- (xi) ERNET India will provide its services and procure, supply and install equipments and establish link on cost plus basis.
- (xii) ERNET India will charge 10 per cent over and above the cost of equipment, installation and transportation charges as service charges, which may be mutually decided on case-to-case basis and the rate may be reviewed from time to time. However, bandwidth tariff for different connectivity will be applicable as in the case of UGC/AICTE.
- (xiii) ERNET India would also assist KVS in face-lifting computer lab facilities available in the Vidyalayas.
- (xiv) ERNET will adhere to the time frame for connectivity operationalisation and other services.

#### **B. RESPONSIBILITIES OF KVS/Vidyalaya**

- (i) KVS will identify the schools and its other offices to be brought in under KVS-Net and provide with ERNET access.
- (ii) KVS will pay the entire amount which includes capital equipment, one time connectivity charges and annual recurring and maintenance charges in advance to ERNET India for connecting its branch offices, regional offices and Vidyalayas on ERNET.
- (iii) KVS will decide IT infrastructure, equipment, bandwidth requirement as well as type of connectivity.
- (iv) KVS will release the full amount in advance to ERNET for developing the desired connectivity, infrastructure etc., charges as well as annual subscription for the connectivity on ERNET.
- (v) The Vidyalayas will pay for regular upgradation of equipment and infrastructure to ensure that KVS-Net remains current in terms of technology and management practices.
- (vi) The concerned Vidyalaya will provide necessary accommodation for setting up of communication facilities in a technically and functionally appropriate location and in a conveniently situated building of the representative institutions. Providing of physical safety and operational safeguards for the usage of ERNET India facility, shall be the exclusive responsibility of the concerned Vidyalaya.

#### **C. GENERAL CLAUSES**


- (i) If the circumstances warrant discontinuance of the ERNET India facilities to Vidyalayas or if ERNET India decides to discontinue its services, such discontinuance of ERNET India facility shall be mutually decided by ERNET India and KVS. The decision to discontinue the services of ERNET India would be implemented


from a date mutually agreed upon but by giving at least three month's notice by either side.

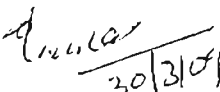
- (ii) On all other aspects where the above articles of understanding are silent, or for special cases of deviation from these articles, the mutually agreed upon decision between ERNET India and KVS will be final. However, in case of any dispute relating to or arising out of this MOU, shall be resolved amicably by mutual consultations. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to the arbitration of sole Arbitrator to be appointed by Secretary, Department of Legal Affairs, Government of India. The Arbitration Act of 1940 (10 of 1940) and Rules framed thereunder, as amended from time to time, shall be applicable to such arbitration proceedings under this clause. The venue of all the arbitration proceedings shall be Delhi.
- (iii) ERNET India and/or KVS shall not be held responsible for any eventual inability to provide communication facilities due to force-majeure reasons or due to circumstances beyond the control of ERNET India and/or KVS.
- (iv) The functioning of this MOU shall be jointly reviewed at the end of one year (or earlier, if so required) for introducing changes, if any, in its operation.
- (v) This MOU shall be effective as and when executed by or on behalf of both the parties.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN DUPLICATE ON THE DAY, THE YEAR, HEREINAFTER INDICATED.


FOR AND ON BEHALF OF  
KENDRIYA VIDYALAYA SANGATHAN


Signature with date   
 (Ranglal Jamuda)  
 Commissioner  
 Kendriya Vidyalaya Sangathan

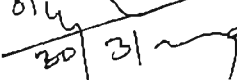
Witness:   
 ① M - M. JOSHI 30/3/09  
 DC (Acad),  
 KVS (HQ) New Delhi

②   
 (Semit Shekhar)  
 EO - EDP

FOR AND ON BEHALF OF  
ERNET INDIA

Signature with date  30.3.09  
 (N. Mohan Ram)  
 Executive Director  
 ERNET India  
 N. MOHANRAM  
 Executive Director  
 ERNET India  
 Electronics Niketan  
 8, C.G.O. Complex  
 New Delhi - 110 003  
 Tel. : 26383881

①   
 (B.B. TIWARI)  
 Sr. Manager, ERNET

②   
 30/3/09

अधीनस्थ केंद्रों पर कार्यवाही के लिए  
 इलेक्ट्रॉनिक्स निकाय, एरनेट इंडिया  
 8, सी.जी.ओ. कॉम्प्लेक्स  
 नई दिल्ली - 110003, टेल. 26383881