

## MEMORANDUM OF UNDERSTANDING (MOU)

This MEMORANDUM OF UNDERSTANDING (MOU) is executed this 11<sup>th</sup> day of December, 2019 at New Delhi

### Between

**Engineering Council of India** having its office at 1304, (13th Floor), Hemkunt Chambers, 89, Nehru Place, New Delhi – 110019 (which includes its successors and assigns) herein after referred to as ECI or the First Party.

### And

**Central Public Works Department**, having their office at Nirman Bhawan, New Delhi – 110011 herein after referred to as CPWD or the Second Party.

WHEREAS ECI is registered as a Society under the Societies Registration Act, 1860 and is the apex body in the engineering profession, being a federation of the professional engineering associations/societies, set up inter-alia to promote the science and practice of engineering for national development, to promote advancement of engineering in the country, and to promote the practice of continuing education and training to upgrade the quality of engineering professionals and is working for the advancement of engineering profession in various disciplines, professionalization of engineers and for enhancing the image of engineers in society.

WHEREAS ECI has created a National Register of Professional Engineers and is engaged on registration of Professional Engineers of various categories.

WHEREAS CPWD is the central agency for execution of public works in India, through the professional expertise in disciplines including Architecture, Engineering, Project Management and maintenance. CPWD has been serving the nation for last 165 years and has executed priority of works in difficult and demanding geographical and climatic conditions. The CPWD is principal technical advisor to Govt. of India. It has now grown into a comprehensive construction management department, which provides services from project concept to completion, consultancy and maintenance management.

WHEREAS both ECI and CPWD recognize the need of professionalization of engineers and enhancing their skills and recognition,



Therefore, both parties have decided to collaborate, cooperate and complement each other to undertake initiatives and programmes geared to provide capacity and Institution building support to the CPWD through professionalization and recognition of its engineering personnel, leading to increased efficiencies in enhancing safety, quality and productivity of people and processes.

Now, in order to fulfill this objective and recognizing the vital role of professional engineers in Infrastructure development in the country, leading to growth and development of world class housing and physical infrastructure and creating sustainable habitats bringing economic prosperity, social development including creation of employment opportunities in the sector, both the parties have decided to cooperate to synergize the work being done by them, and have, therefore decided to enter into this MOU.

**This MOU sets out the following plan of action for implementation.**

1. The Second Party will provide a list and particulars of engineers of different and disciplines/sectors, working in various departments, units, field organizations, who are eligible and are desirous to be registered as professional engineers in various categories, to the First Party.
2. First Party, with the help of its member associations or otherwise, will arrange for the registration of these engineers, as found suitable, as professional engineers in different categories and disciplines/sectors, working in various departments, units, field organizations of the Second Party.
3. Such Engineers, who get registration for Professional Engineers will pay the necessary fee individually for the registration to ECI.
4. The First Party will issue certificates of registration to those engineers who have been registered in different categories.
5. The First Party, with the help of its member associations or otherwise, will organise Continuing Professional Development Programmes for the engineers employed by the Second Party, as may be required and requested by the First party, for which the programme fee will be paid by the Second Party.



6. The First Party will arrange to evaluate the effectiveness of the implementations of this MOU if required and requested by second party, for which cost will be incurred by the Second Party.

Both parties hereby represent and warrant each other that:

- (a) Both parties shall appoint one Nodal person from their respective organizations for seamless operationalization of this MOU. In case of any change in the Nodal persons in either organisation, the other party will be informed of the new contact person and there should be a handover process so the new person can settle into the role. It is the responsibility of these Nodal persons to:
- (i) Work collaboratively to arrange meetings and reviews,
  - (ii) Oversee any milestone reporting requirements as agreed by both parties,
  - (iii) Keep both parties fully informed,
  - (iv) Act as a first point of reference between parties and also as liaison persons for external contacts, and
  - (v) Communicate between parties on matters that arise that may be of interest to either party
- (b) Director General, CPWD and Chairman, ECI shall be the key operating persons, representing their respective Organizations and entitled to nominate the Nodal Shri. Suresh Prabhu former Minister for Railways, Commerce and Industry and Civil Aviation and Dr. S.P. Singh former Minister, Human Resource Development persons from time to time.
- (c) In the interests of clear communication, any public statements must be made only after agreement with the other party.
- (d) Neither of the parties is to disclose, directly or indirectly, any confidential information received from the other party to any third party without written consent, unless required.

Any dispute concerning the subject matter of this document is to be settled by full and frank discussion and negotiation between the parties.

This MOU shall be valid, initially for a period of five years, extendable by mutual consent.



IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be signed in their respective names as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED  
FOR AND ON BEHALF OF THE PARTY  
OF THE FIRST PARTY**

**SIGNED, SEALED AND DELIVERED  
FOR AND ON BEHALF OF THE  
SECOND PARTY**

Authorized Signatory

Authorized Signatory



Name: Dr. Uddesh Kohli


Name: Shri. Prabhakar Singh


Designation: Chairman,  
Engineering Council of India


Designation: Director General,  
Central Public Works Department

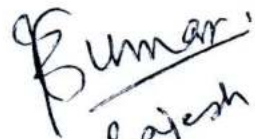
Witness:

Witness:

1)   
(K. NARAYAN)

1)   
(K. S. SINGH)

2)   
(Dr. Niranjan Swarup)

2)   
Rajesh Kumar