

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MINISTRY OF HUMAN RESOURCE DEVELOPMENT
GOVERNMENT OF INDIA
AND
FOCUS STATE/ UNION TERRITORY
FOR IMPLEMENTATION OF
TECHNICAL EDUCATION QUALITY IMPROVEMENT PROGRAMME
PHASE III**

PARTIES

This Memorandum of Understanding (hereinafter referred to as 'MOU') is made and entered into on this 2nd day of February 2017 between the Focus States/Union Territory through authorised representatives of Department of Technical/Higher Education of the respective State/UT (hereinafter referred to as the 'STATE/UT') and the Ministry of Human Resource Development–Government of India through Smt. Tripti Gurha, Director (IITs) Department of Higher Education (hereinafter referred to as the 'MHRD') at New Delhi.

PURPOSE

WHEREAS the objective of the TECHNICAL EDUCATION QUALITY IMPROVEMENT PROJECT III (hereinafter referred to as the 'PROJECT') is to improve quality and equity in selected engineering education institutes and improve the efficiency of the engineering education system.

AND WHEREAS the Government of India and the World Bank have signed a Financing Agreement dated 1st February 2017, under which the World Bank shares financing to support the PROJECT.

AND WHEREAS the comprehensive description, implementation and operating conditions for the Project are contained in the document entitled the Project Implementation Plan of TEQIP-III (hereinafter referred to as the 'PIP'), as may be revised from time to time.

AND WHEREAS at least one institute in the STATE/ UT has been selected for participation in the PROJECT.

AND WHEREAS the MHRD will establish the National Project Implementation Unit in the form of Central Project Team (hereinafter referred to as the 'NPIU'), which will be in charge of the day-to-day project implementation at the national level.

NOW THEREFORE the parties agree as follows.

SECTION I

The STATE/UT agrees to:

- a) Support and maintain a State Project Implementation Unit (hereinafter referred to as the 'SPIU') in the form of State Project Unit in the Department of the State Government responsible for Technical Education/State Directorate of Technical Education, headed by State Project Administrator (TEQIP). The SPIU will carry out the overall supervision and facilitation of PROJECT implementation in participating institutes in the STATE/UT. The structure, functions and responsibilities of the SPIU are set out in the PIP.
- b) Constitute a State Steering Committee (hereinafter referred to as the 'SSC') chaired by the Principal Secretary responsible for Technical Education in the STATE/UT. The State Steering Committee will primarily be responsible for guiding and overseeing the work of the SPIU. The composition of the SSC is set out in the PIP.
- c) Follow the PROJECT guidelines and procedures prescribed in the PIP and as may be prescribed from time to time by the Government of India for implementation of the PROJECT.
- d) Enable and facilitate all reforms and activities as committed under the PROJECT and contained in the PIP, through appropriate actions and orders, including the greater delegation of academic, administrative and financial powers to participating institutes in the STATE/UT. Ensure the implementation of all reforms and activities as committed under the PROJECT in participating institutes in the STATE.
- e) Ensure that the SPIU follows the guidelines and processes described in the Financial Management Manual and the Procurement Manual, contained in the PIP. Ensure that the SPIU follows the procedures for Procurement of all Goods, Works and Services in accordance with the World Bank guidelines titled: Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014) (Procurement Guidelines); and Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014) (Consultant Guidelines); and the agreed procedures and limits described in the Financing Agreement.
- f) Sign Memoranda of Understanding with participating institutes in the STATE/UT in the formats prescribed in the PIP.
- g) Ensures that the SPIU submits to the MHRD/NPIU all reports and documents related to the PROJECT as specified in the PIP and at such frequency as may be required by the MHRD/NPIU.
- h) Ensures that the SPIU supports and participates in the support systems developed for the PROJECT such as the TEQIP Project Management System.
- i) Implement the Disclosure Management Framework, Environment Management Framework and Equity Action Plan as described in the PIP.
- j) Issue orders to participating institutes in the STATE/UT to seek and obtain autonomous status as per the University Grants Commission's norms and procedures.

- k) Provide all necessary support to participating institutes in the STATE/UT through the institutes' affiliating university to achieve the objectives of the institutes' Institutional Development Plan and the PROJECT, including, but not limited to facilitating autonomous status from the University Grants Commission.
- l) Direct participating institutes in the STATE/ UT to put aside 8% of all revenue (as defined by the PIP) into Sustainability Fund (Four Funds), to be used to sustain project activities after the project closes, subject to the provisions of the PIP.
- m) Constitute a Board of Governors at each participating institute in the STATE/UT, with composition and powers as set out in the PIP, and ensure that the positions on the Board of Governors to be filled by the STATE/UT continue to be filled throughout the PROJECT and that these members attend all meetings of the BoG.
- n) Permit participating institutes in the STATE/UT to retain and utilize all revenue generated, including 100% of tuition and other fee and charges from students without adjusting the revenue retained in their non plan grants.
- o) Ensure that the participating Affiliating Technical University(s) in the STATE/UT, if any, permits all affiliated colleges to participate in activities undertaken under the University's Development Plan and to utilise facilities created under the project on equal terms, including eligibility, fees etc., regardless of the management type (government, private aided, and private unaided) and whether the college is participating in the PROJECT.
- p) Ensure the constitution of a suitably empowered Faculty/Department/College Management Committee in the participating faculties/departments/non-autonomous constituent colleges of university in the STATE/UT. The Faculty/Department/College Management Committee will be responsible for the overall strategic direction to the department/faculty/non-autonomous constituent college. The composition and powers of the Department/College Management Committee are set out in the PIP.
- q) Ensure that the bank accounts of the SPIU and the participating institutes in the STATE/UT are audited as indicated in the PIP and that the SPIU furnishes the audited accounts along with a copy of the audit reports to the MHRD/NPIU as per the schedule indicated in the PIP.
- r) Ensures that the SPIU meets all necessary and incidental expenses for the performance of responsibilities like expenses for meetings, travel, professional fees, cost for pre-project activities, etc., which will not be the liability of the MHRD unless specifically mentioned in this MOU or otherwise agreed in writing.
- s) Use of the Direct Benefit Transfer System for facilitating transfer of funds to participating institutes in the STATE/UT for their use under the PROJECT.

SECTION II

The MHRD agrees to:

- a) Provide all necessary support and assistance to the STATE/UT, including to the SPIU and the Department/Directorate of Technical/Engineering Education, through the NPIU. The functions and responsibilities of the NPIU are set out in the PIP.
- b) Provide mentoring and support to participating institutes in the STATE/UT, through individual mentors and institutional mentors, as per the scheme set out in the PIP.
- c) [Applicable to Low Income and Special Category States Only] Provide to all government and government-aided engineering colleges (as declared by the AICTE) in the STATE/UT that do not meet the enabling mechanisms for participation in the PROJECT set out in the PIP, support, guidance, and capacity enhancement through expert mentors and seed money to be used for the provision of campus Wi-Fi, e-libraries, staff training etc. as per the provisions of the PIP. Institutes that meet all the above-mentioned enabling mechanisms by October 2018 will be eligible for Institutional Development Grants in accordance with their Institutional Development Plans.
- d) Provide to the STATE, as per the schedule and provisions set out in the PIP, all establishment and running costs of the SPIU.
- e) Provide University/Institutional Development Grants to participating institutes in the STATE/UT as described in SECTION III.

SECTION III

- a) The MHRD will provide University/Institutional Development Grants to participating institutes in the STATE/UT through a Direct Benefit Transfer System. The Finance Manual describes the functioning of the Direct Benefit Transfer System, the rules and procedures governing its use, and the roles and responsibilities of the MHRD and the STATE/UT.
- b) Fund release to participating institutes in the STATE/UT will be dependent on the satisfactory performance against PROJECT performance benchmarks as set out in the PIP/notified by NPIU from time to time. More details about how satisfactory performance is to be assessed can be found in the PIP.

SECTION IV

- a) Amendments can be made to the MOU only (a) under exceptional circumstances, and (b) presentation of reasonable cause. The amended MOU will come into force only after due approval, and through written agreements duly authenticated and executed by the authorized representatives of all Parties to the original MOU.
- b) This MOU will become effective when signed by duly authorized representatives of all parties, and shall remain in force until the completion of the activities covered by the MOU, or until it is duly terminated by the Parties.
- c) Notwithstanding the provisions of this MOU, if the PROJECT is suspended or terminated, this MOU will be automatically considered null and void from the date of such suspension or termination.

SECTION V

The Project implementation schedule:

- a) The Project becomes effective on **1st April 2017**.
- b) The Project is expected to proceed over 3 (three) years commencing on **1st April 2017**, and is expected to be completed by **31st March 2020**.

SECTION VI

- By this MOU all parties affirm their commitment to carry out the activities and achieve the objectives mutually agreed upon.
- Any dispute between the parties shall always be resolved by mutual consultation without any resort to arbitration or other form of legal remedy including Court of Law.
- This Memorandum of Understanding will continue to be effective up to the closure of the Project.

Signed at New Delhi on this 2nd day of February 2017.

FOR AND BEHALF OF
**THE MINISTRY OF HUMAN RESOURCE DEVELOPMENT,
GOVERNMENT OF INDIA**



(TRIPTI GURHA)
Director (IITs), MHRD

FOR AND BEHALF OF
THE UT OF **ANDAMAN & NICOBAR**

(Signature)

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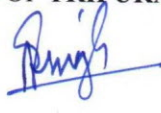
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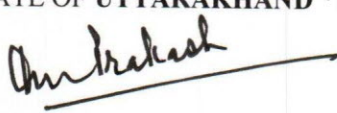
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