

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MINISTRY OF HUMAN RESOURCE DEVELOPMENT (MHRD)
GOVERNMENT OF INDIA
AND
Motilal Nehru National Institute of Technology Allahabad
(Name of the Centrally Funded Institution)
FOR IMPLEMENTATION OF TEQIP PHASE-II UNDER
TECHNICAL EDUCATION QUALITY IMPROVEMENT PROGRAMME**

THIS MEMORANDUM OF UNDERSTANDING is made on this _____ day of March 2011 between the President of India acting through Shri Bavin L. Agrawal, Director Education Secretary/ Special Secretary, Ministry of Human Resource Development (MHRD), Government of India (hereinafter called the 'THE FIRST PARTY') and **Motilal Nehru National Institute of Technology Allahabad**, (name of the Centrally Funded Institution) through Prof. Banshi Dhar Chaudhary, the Director **Motilal Nehru National Institute of Technology Allahabad** (hereinafter called the 'THE SECOND PARTY').

WHEREAS it has been the concern of the 'THE FIRST PARTY' to scale-up and support ongoing efforts to improve quality of Technical Education and enhance existing capacities of the institution to become dynamic, demand-driven, quality conscious, efficient and forward looking, responsive to rapid economic and technological developments occurring both at National and International levels. Accordingly, the Government of India launched a Technical Education Quality Improvement Programme (TEQIP) as a long-term Programme of 10-12 years duration to be implemented in three phases. The first phase of the Technical Education Quality Improvement Programme (TEQIP) commenced in March 2003 and ended in March 2009. In continuation, the second phase of the TEQIP is now planned as TEQIP-II (hereinafter called 'The Project').

AND WHEREAS in pursuance of this concern, the Project objectives are:

- Strengthening institutions to produce high quality Engineers for better employability
- Scaling-up PG education and Demand-Driven Research & Development and Innovation
- Establishing Centers of Excellence for focused applicable research
- Training of faculty for effective teaching
- Enhancing institutional and System Management effectiveness

AND WHEREAS the comprehensive description and operating conditions for the Project are contained in the Document entitled the Project Implementation Plan (hereinafter called 'THE PIP').

THE PARTIES AGREE AS FOLLOWS:

SECTION A:

As conditions for participation in 'THE PROJECT', 'THE SECOND PARTY' agrees to:

- 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 in pursuance of the obligations set forth or referred to in the Financing Agreement dated July 14, 2010 between Government of India and IDA.
- follow the procedures for Procurement of all Goods, Works and Services in accordance with the World Bank 'Guidelines: Procurement under IBRD Loans and IDA Credits' May 2004, revised October 2006; and 'Guidelines: Selection and Employment of Consultants by the World Bank Borrowers' May 2004, revised October 2006 and the agreed procedures and limits described in the Financing Agreement.
- achieve targets given in the Institutional Development Plan (IDP).
- implement all academic and non-academic reforms as committed under the Project and contained in Project Implementation Plan, 'THE PIP'.
- comply with Environment Management Framework (EMF).

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- adhere to Equity Action Plan (EAP).
- constitute an Institutional TEQIP Unit with senior faculty experienced in their respective functional areas and sustain it with continuity throughout Project life.
- implement the Disclosure Management Framework under the Project to ensure high level of transparency and accountability.
- secure pedagogical training for all the institution's faculty.
- comply with the terms and conditions for the release of first and subsequent Grants by 'THE FIRST PARTY' as described at Section C.
- to seek allocation of funds under Innovation Fund and Pedagogical Training as per the provisions made.
- to support and participate in the support systems developed for the Project like MIS, PMSS etc.
- to follow the Guidelines as per the various manuals developed for the Project like Procurement Manual, Civil Works Manual, Financial Management Manual, etc.
- submit to THE FIRST PARTY all reports and documents relating to progress of the Project, Accounts, Audit, Procurement, Disbursement and Annual Work Plan, as specified in the PIP and at such frequency as may be required by 'THE FIRST PARTY'.
- maintain a separate Account and record of the Project Grant received from 'THE FIRST PARTY' and render annual Accounts and Utilization Certificates.
- furnish to 'THE FIRST PARTY' the quarterly Financial Monitoring Reports (FMRs) in the prescribed format in accordance with the procedures as mentioned in the Financial Management Manual.
- get the Accounts of 'THE SECOND PARTY' audited as indicated in the PIP. The audited accounts along with a copy of the Audit Report shall be furnished to 'THE FIRST PARTY' every year as per the schedule indicated in the PIP.
- submit necessary Utilization Certificates to 'THE FIRST PARTY' for release of subsequent Grants.
- meet all necessary and incidental expenses for the performance of responsibilities like expenses for meetings, travel, professional fees and other costs for pre-project activities, and these will not be the liability of 'THE FIRST PARTY', unless specifically mentioned under this MoU or otherwise agreed in writing.

SECTION B:

'THE FIRST PARTY' agrees to:

- release the Grant as described at Section C.
- render or arrange to render such technical assistance and guidance as may be needed by 'THE SECOND PARTY', from time to time for an effective and efficient implementation of the Project.
- supervise the implementation of the Project in the SECOND PARTY's institution.
- take corrective actions with regard to the non-performance in implementation of the Project by the SECOND PARTY.
- review the findings of performance audits and maintain the policy reforms and conduct evaluation studies.

SECTION C:

- 'THE FIRST PARTY' will release funds towards the approved project cost to the SECOND PARTY's institution in four instalments during each Project year in a timely manner for the anticipated expenditures for implementation of eligible activities. Disbursement of Grant to the 'SECOND PARTY' will be based on Quarterly Financial Monitoring Reports (FMRs).
- 'THE FIRST PARTY' and 'THE SECOND PARTY' agree to accept the following Key Performance Indicators (KPIs):
 - Percentage of UG and PG programmes that are accredited,
 - Percentage of faculty with a Masters and PhD degree,

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- Number of Masters and PhD students enrolled,
- Filling vacant positions in faculty and staff,
- Percentage revenue from externally funded R&D projects and consultancies in total revenue,
- Increase in the number of publications in refereed journals, and
- Transition rate for all students including those with disadvantaged background and by gender.

SECTION D:

- 'THE FIRST PARTY' will provide all necessary support to 'THE SECOND PARTY' in particular, through a National Project Implementation Unit (hereinafter called 'THE NPIU'). The functions of 'THE NPIU' are indicated in Section-5 of 'THE PIP'.

SECTION E:

The Project implementation schedule:

- The Project became effective on August 6, 2010.
- The Project is expected to proceed at uniform rate commencing on ____ March 2011 and expected to be completed in 2014.

SECTION F:

- By this Memorandum of Understanding both 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 resort to Court of Law.
- This Memorandum of Understanding will continue to be effective up to the closure of the Project.
- Adherence to the implementation of the MoU will be monitored bi-annually.
- Amendment to this MoU, if required, shall be carried out in writing duly authenticated and executed by both the parties.

Signed at New Delhi on this ____ day of _____ 2011.

FOR AND ON BEHALF OF

Chairman, Board of Governors

Motilal Nehru National Institute of Technology Allahabad

(Name of the Centrally Funded Institution)

Banshi Dhar
04.03.11

(Prof Banshi Dhar Chaudhary)

Director

Motilal Nehru National Institute of Technology Allahabad

(Name of the Centrally Funded Institution)

FOR AND ON BEHALF OF

The President of India

Parvin Agrawal
30/3/11

(Shri ~~Parvin Agrawal~~ / **PARVIN AGRAWAL**)

Education Secretary/Special Secretary

Department of Higher Education

Ministry of Human Resource Development

Government of India

Witness 1 _____

Parva

Registrar
Motilal Nehru National
Institute of Technology
Allahabad

Witness 2 _____