

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE/UNION TERRITORY OF BIHAR  
AND  
(MUZAFFARPUR INSTITUTE OF TECHNOLOGY, MUZAFFARPUR, BIHAR)  
FOR IMPLEMENTATION OF INSTITUTIONAL DEVELOPMENT PLAN  
UNDER  
TECHNICAL EDUCATION QUALITY IMPROVEMENT PROGRAMME PHASE III

PARTIES

This Memorandum of Understanding (hereinafter referred to as 'MOU') is made and entered into on this FRIIDAY (08<sup>th</sup>) day of 08/12/Dec 2017 between the Department of Technical Education, Government of Bihar through Shri Arun Kumar Singh, Principal Secretary, (hereinafter referred to as the 'DEPARTMENT') and (Muzaffarpur Institute of Technology, Muzaffarpur through Prof. (Dr.) Jagadanand Jha, Principal of the Institute (hereinafter referred to as the 'INSTITUTE') affiliated to/ department of Aryabhata Knowledge, University, Patna, Bihar. AICTE Approval number F.NO. Northern/1-3324571887/2017/EOA Date-10-04-2017, (place of signing-Patna).

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 1<sup>st</sup> Feb. 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 the DEPARTMENT will support and maintain a State Project Implementation Unit (hereinafter referred to as the 'SPIU') in the form of State Project Team, to carry out overall supervision and facilitate project implementation in the state. The structure, functions and responsibilities of the SPIU are set out in the PIP.

AND WHEREAS the INSTITUTE has been selected to receive a conditional financing of \_\_\_\_\_ INR to pursue the goals set out in its Institutional Development Plan (hereinafter referred to as the 'IDP'), as approved by the INSTITUTE's Board of Governors (hereinafter referred to as the 'BOG'), such financing which may be increased or decreased upon the performance of the INSTITUTE in accordance with the procedures set out in the PIP. NOW THEREFORE the parties agree as follows.

SECTION I

The INSTITUTE agrees to:

- a) 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 1<sup>st</sup> Feb. 2017 signed between the Government of India and the World Bank.

- b) Adhere to the IDP and take all necessary actions to achieve the goals set out in the IDP, including, but not limited to: entering into contracts or agreements for civil works, goods and services (including consulting services and training/development) and managing those contracts or agreements such that to the extent possible they are completed on time, within budget and to the desired standards.
- c) Ensure that the [enabling mechanisms] [eligibility criteria] applicable for the INSTITUTE, and which are within the responsibility of the INSTITUTE, continue to be fulfilled for the duration of implementation of the IDP.
- d) Assign responsibility for implementation of the IDP to an appropriate unit within the INSTITUTE (or establish such a unit) with powers, functions and structures as set out in the PIP.
- e) Implement all reforms and activities as committed by the INSTITUTE in its IDP under the Project and contained in the PIP including through any amendments required to the rules, policies and guidelines under the jurisdiction of the INSTITUTE.
- f) Take all necessary actions to achieve the PROJECT performance benchmarks as notified by NPIU from time to time; and such benchmarks which need to be met in a timely fashion in order to continue to receive funding under the PROJECT for implementation of the IDP as set out in the PIP and/or notified by NPIU from time to time.
- g) Apply for and complete the procedures required for NBA accreditation of the INSTITUTE's undergraduate and post-graduate programs. Apply for reaccreditation before the current accreditation lapses, in the case of programs the NBA has already accredited.
- h) Publish each year INSTITUTE's annual reports on its website, including information on indicators listed in the PIP, in the format and as per the timetable suggested in the PIP.
- i) Carry out monitoring and evaluation and data collection activities as set out in the PIP, and provide documents and data to the SPIU and NPIU, as and when requested, in the agreed format and within stipulated timelines.
- j) Participate in all systems set up to facilitate the implementation of the Project, such as the TEQIP Project Management System.
- k) Participate in all supervision and coordination activities conducted by the SPIU and NPIU.
- l) Facilitate the participation of faculty, technical and administrative staff and students in training sessions, seminars and conferences planned so as to achieve the objectives of the IDP.
- m) Follow the guidelines and processes described in the Financial Management Manual and the Procurement Manual, contained in the PIP. Follow 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.

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- n) Each year put aside 8% of total revenue (as defined by the PIP) earned by the INSTITUTE into a Sustainability Fund (Four Funds), to be used to sustain project activities after the project closes, subject to the provisions of the PIP.
- o) Comply with the Social Management Framework and Equity Action Plan, contained in the PIP.
- p) Comply with the Environment Management Framework, contained in the PIP.
- q) Mentor a PROJECT college through activities specified in the IDP (applicable for the institutes under subcomponent 1.3).

**SECTION II**

The DEPARTMENT agrees to:

- a) Provide all necessary support to the INSTITUTE through the SPIU. The functions and responsibilities of the SPIU are set out in the PIP.
- b) 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 the INSTITUTE for all the INSTITUTE's activities (not limited to PROJECT activities), adopt a Block Grant pattern for fund releases of at least the non-salary non-Plan component of grants to the INSTITUTE, permit the INSTITUTE to retain and utilize the revenue generated, including 100% of tuition and other fee and charges from students without adjusting the revenue retained in their non-Plan grants, authorize the INSTITUTE to fill up the faculty vacancies (over and above the benchmark value) to 100% on 11 month or longer contracts till such time that these vacancies are filled-up on a regular basis, constitute Board of Governors at the INSTITUTE, and maintain [enabling mechanisms] [eligibility criteria] for the INSTITUTE, which are within the responsibility of the DEPARTMENT, for the duration of the PROJECT.
- c) Provide all necessary support to the INSTITUTE through the INSTITUTE's affiliating university to achieve the objectives of the IDP and the PROJECT, including, but not limited to facilitating autonomous status from the University Grants Commission.
- d) Use of the Direct Benefit Transfer System for facilitating transfer of funds to the INSTITUTE for its use under the PROJECT.

**SECTION III**

- a) Ministry of Human Resource Development, Government of India will provide the project funds to the INSTITUTE through a Direct Benefit Transfer System. The PIP describes the functioning of the Direct Beneficiary Transfer System, the rules and procedures governing its use, the schedule and conditions for release of the project fund, and the roles and responsibilities of the INSTITUTE and the DEPARTMENT.
- b) Fund release to INSTITUTE will be dependent on satisfactory performance against PROJECT performance benchmarks as set out in the PIP/notified by NPIU from time to time.

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**SECTION IV**

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.

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.

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:

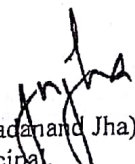
- a) The Project became effective on 1<sup>st</sup> April 2017.
- b) The Project is expected to proceed over 3 (three) years commencing on 1<sup>st</sup> April 2017 and is expected to be completed by 31<sup>st</sup> March 2020.

**SECTION VI**

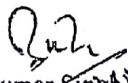
- By this MOU both parties affirm their commitment to carry out the activities and achieve the objectives mutually agreed upon.
- Any dispute between the parties shall always be resolved by mutual consultation without any resort to arbitration or other form of legal remedy Court of Law.
- This Memorandum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

Signed at Patna on this 08<sup>th</sup> day of Dec. 2017.

FOR AND BEHALF OF  
THE MUZAFFARPUR INSTITUTE OF  
TECHNOLOGY, MUZAFFARPUR.  
(NAME OF THE INSTITUTE)

  
(Jagadanand Jha)  
Principal,  
MIT, Muzaffarpur, Bihar  
(Name & Signature)

FOR AND BEHALF OF  
THE DEPARTMENT OF TECHNICAL EDUCATION

  
(Arun Kumar Singh)  
Principal Secretary, Technical Education,  
Government of Bihar  
(Name & Signature)