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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF KARNATAKA
AND
MALNAD COLLEGE OF ENGINEERING, HASSAN

FOR IMPLEMENTATION OF PROJECT TEQIP-II
UNDER

TECHNICAL EDUCATION QUALITY IMPROVEMENT PROGRAMME PHASE-II

THIS MEMORANDUM OF UNDERSTANDING is made on this 24th day of June 2011 between the Governor of Karnataka represented by Principal Secretary (Higher Education), Karnataka (hereinafter

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Statutory Alert:

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called the 'THE FIRST PARTY') and MALNAD COLLEGE OF ENGINEERING, HASSAN through Dr.M.V.SATYANARAYANA, Principal (hereinafter called the 'THE SECOND PARTY') owned and supervised by Malnad Technical Education Society @ under Act Mysore Societies Registration Act No.III of 1904 , Registration No.S.2089/58-59, dated 27th January 1959 WHEREAS it has been the concern of the Government of India to scale –up and support ongoing efforts to improve quality of technical education and enhance existing capacities of the institutions 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 Project TEQIP-II.

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 Centres 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 14th July 2010 between IDA and Government of India.
- 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 and revised October 2006 (Procurement Guidelines); and Guidelines: Section and Employment of Consultants by World Bank Borrowers May 2004 and revised October

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2006 (Consultancy Guidelines) and the agreed procedures and limits described in the Financing Agreement.

- Obtain Autonomous institution status within a period of two years from the start of the Project (applicable for institutions selected under Sub-component 1.1).
- Achieve targets given in the Institutional Development Plan (IDP)
 1. Implement all academic and non –academic reforms as committed under the Project and contained in Project Implementation Plan, ‘THE PIP’.
 2. Comply with Environment Management Framework (EMF).
- adhere to Equity Action Plan (EAP).
- constitute an institutional Project Unit with senior faculty experienced in their respective functional areas and sustain it with continuity throughout the period of the project.
- 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’ through state Treasury and render Annual reports and Utilization Certificates.
- furnish to ‘THE FIRST PARTY’ quarterly the 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 (Name of the project institution) 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 SPFU- **Karnataka** State/State for release of subsequent Grants.

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- meet 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 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
- Take corrective actions with regard to the non-performing institutions.
- Review the findings of audits and maintain the policy reforms and conduct evaluation studies.

SECTION C:

- The MHRD will release the Grant to 'THE FIRST PARTY' in four installments based on Quarterly Financial Monitoring Reports (FMRs) during each project year in a timely manner for the anticipated expenditures of 'THE FIRST PARTY' for implementation of eligible activities, provided 'THE FIRST PARTY' releases its matching share as required to be provided by 'THE FIRST PARTY' as the case may be under intimation to the MHRD. 'THE FIRST PARTY' in each project year will release funds to 'THE SECOND PARTY' towards the approved project cost of the 'THE SECOND PARTY' in four installments, in the ratio of 75:25 between MHRD and 'THE FIRST PARTY'
- '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 or a PhD degree
 - Number of Masters and PhD students enrolled
 - Percentage revenue from externally funded R&D projects and consultancies in total revenue
 - Increase in the number of publications in refereed journals
 - Transition rate for students from disadvantaged background and by gender
- Institutions found to be charging capitation fee or indulging in any other malpractice will be face punitive action amounting to either their exclusion from the Project and recovery of

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Central and State funds provided to them till the date of their exclusion or curtailment of Project funding.

SECTION D:

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

SECTION E:

- The Project became effective on 6th August 2010
- The Project is expected to proceed at uniform rate over four years commenced on 6th August 2010 and is 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 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.

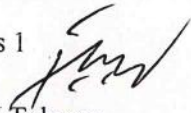
Signed at **Bangalore** on 24th day of **June** 2011

FOR AND ON BEHALF OF

Chairman, Board of Governors
Malnad College of Engineering, Hassan


Dr. M. V. Satyanarayana
Principal
Malnad College of Engineering, Hassan
Karnataka State


Witness 1


Sri. H. U. Talawar
Director of Technical Education

Witness 2


Sri. B. K. Manjunath
Hon'ble Secretary
Malnad Technical Education Society @, Hassan

FOR AND ON BEHALF OF
Governor of Karnataka


Smt. Latha Krishna Rao
Principal Secretary
(Higher Education)
Govt. of Karnataka.