



**STATE PROJECT FACILITATION UNIT (SPFU)
DIRECTORATE OF TECHNICAL EDUCATION
MAHARASHTRA STATE**

3, MAHAPALIKA MARG, POST BOX NO. 1967, MUMBAI-400 001.

Tel : 22641150, 22641151, 22620601, 22690602, 22621726 (D) FAX: 22692102 /22690007

E-Mail : maharashtraspfu@gmail.com Internet: <http://www.dte.org.in>

No.DTE/TEQIP/SPFU/2012-13/ 47

Date : 26th February, 2013

SPEED POST

To,
The Registrar
University Institute of Chemical Technology,
North Maharashtra University, Jalgaon. Pin 425 001

Sub : TEQIP-II – 2nd Cycle-Selection of institutions under sub-component 1.1

Ref : This office letter No.DTE/SPFU/2012-13/40, dtd. 12th Feb.2013.

Dear Sir,

This has reference to the selection of institutions (2nd Cycle of Selection) under Sub-component 1.1 of the Technical Education Quality Improvement Program (TEQIP-II).

The Memorandum of Understanding between the State of Maharashtra and University of Chemical Technology, North Maharashtra University, Jalgaon regarding the selection of University of Chemical Technology, North Maharashtra University, Jalgaon under TEQIP-II under the sub-component 1.1 has been signed on 18th February, 2013.

I am sending herewith the original copy of the MoU. I request you to acknowledge the receipt of the same.

Thanking you.

(Pramod Naik)

Joint Director, Tech. Education &
Project Coordinator, SPFU

Encl : Original copy of MoU.

MEMORANDUM OF UNDERSTANDING BETWEEN

THE STATE OF MAHARASHTRA

AND

**UNIVERSITY INSTITUTE OF CHEMICAL TECHNOLOGY,
NORTH MAHARASHTRA UNIVERSITY, JALGAON**

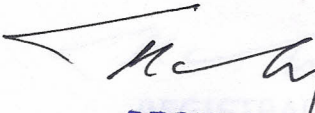
**(NAME OF THE GOVERNMENT FUNDED / GOVERNMENT AIDED INSTITUTION
UNDER SUB-COMPONENT 1.1 OR
1.2 / PRIVATE UNAIDED INSTITUTION UNDER SUB-COMPONENT 1.2) FOR
IMPLEMENTATION OF PROJECT TEQIP-II
UNDER**

TECHNICAL EDUCATION QUALITY IMPROVEMENT PROGRAMME

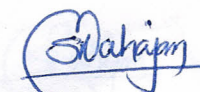
THIS MEMORANDUM OF UNDERSTANDING is made on this 18th day of February 2013 between the Governor/Administrator of the **State of Maharashtra** through **Shri Dr. Abhay Wagh, Dy. Secretary State of Maharashtra** (hereinafter called the 'THE FIRST PARTY') and University Institute of Chemical Technology, North Maharashtra University, Jalgaon through **Prof Dr. Ashok Mahadu Mahajan, Registrar, North Maharashtra University, Jalgaon.** (hereinafter called the 'THE SECOND PARTY') owned and supervised by North Maharashtra University, Jalgaon under Act Maharashtra Universities Act, 1994 name of the place Mumbai, registration number of society/trust.

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

1 | Page


REGISTRAR
North Maharashtra University
Jalgaon


Deputy Secretary
to the Government of Maharashtra
Higher and Technical Education
Department,
Mantralaya, Mumbai 400 004


Director,
Technical Education,
Maharashtra State, Mumbai.

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 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 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: Selection and Employment of Consultants by World Bank Borrowers May 2004 and revised October 2006 (Consultancy Guidelines) and the agreed procedures and limits described in the Financing Agreement.



REGISTRAR
North Maharashtra University
Jalgaon



Deputy Secretary
to the Government of Maharashtra,
Higher and Technical Education
Department,
Mantralaya, Mumbai 400 032.


Director,
Technical Education,
Maharashtra State, Mumbai.

- 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).
- 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)
- 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 ensure high level of transparency 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 Procurement Manual.
- 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 Accounts 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.


REGISTRAR
 North Maharashtra University
 Jalgaon


Deputy Secretary
to the Government of Maharashtra,
Higher and Technical Education .
Department,
Mantralaya, Mumbai 400 032.


Director,
Technical Education,
Maharashtra State, Mumbai.

- get the accounts of the University Institute of Chemical Technology, North Maharashtra University, Jalgaon 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 Certificate to SPFU-name of State/State for release of subsequent Grants.
- 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 in 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 finding of audits and maintain the policy reform 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 in a timely manner for the anticipated expenditure 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


REGISTRAR
 North Maharashtra University
 Jalgaon


Deputy Secretary
 to the Government of Maharashtra,
 Higher and Technical Education
 Department,
 Mantralaya, Mumbai 400 032.


Director,
 Technical Education,
 Maharashtra State, Mumbai.

- project cost of '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 programs that are accredited
 - Percentage of faculty with master or Ph.D. degree
 - No of master and Ph.D. student enrolled
 - Percentage revenue externally funded R&D projects and consultancies in total revenue
 - Increase in the no of publications in referred journals
 - Transactions rate for the students from disadvantaged background and by gender
- Institutions found to be charging capitation fee or indulging in any other malpractice will face punitive action amounting to either their exclusion from the Project and recovery of 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-name of State/UT (hereinafter called 'THE SPFU'). The function of 'THE SPFU' are indicated in Section-5 of 'THE PIP'.


SECTION E:


The Project implementation schedule


- The Project become 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.


REGISTRAR
 North Maharashtra University
 Jalgaon


Deputy Secretary
to the Government of Maharashtra,
Higher and Technical Education
Department,
Mantralaya, Mumbai 400 032.


5 | Page

Director,
Technical Education,
Maharashtra State, Mumbai.


- 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 Mumbai on **18th day of February 2013**

FOR AND ON BEHALF OF
Chairman, Board of Governors
University Institute of Chemical Technology,
North Maharashtra University, Jalgaon
(Vice-Chancellor)

FOR AND ON BEHALF OF
Governor, State of Maharashtra


Prof Dr. Ashok Mahadu Mahajan
Registrar,
North Maharashtra University,
Jalgaon, Maharashtra State


Dr. Abhay Wagh
Dy. Secretary
Government of Maharashtra

Dr. Subhash Mahajan
Director, Technical Education

Director,

**Technical Education,
Maharashtra State, Mumbai.**

REGISTRAR
North Maharashtra University
Jalgaon

Deputy Secretary
to the Government of Maharashtra,
Higher and Technical Education
Department,
Mantralaya, Mumbai 400 032.

Witness 1  18/2/2013

 (Pramod S. Mishra)

Witness 2 

(Pramod A. Naik)