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**MEMORANDUM OF UNDERSTANDING
BETWEEN
HIGHER EDUCATION DEPARTMENT, GOVT. OF ODISHA
AND
ODISHA STATE OPEN UNIVERSITY, SAMBALPUR
FOR THE IMPLEMENTATION OF THE INSTITUTIONAL
DEVELOPMENT PLAN
UNDER
THE ODISHA HIGHER EDUCATION PROGRAM FOR EXCELLENCE
AND EQUITY (OHEPEE)**

Contract/Agreement No:

PARTIES

This Memorandum of Understanding (hereinafter referred to as 'MoU') is made and entered into on this 21st July 2018 between the Higher Education Department, Government of Odisha represented by SPD-cum-Joint Secretary to Government (hereinafter referred to as the 'DEPARTMENT') and Odisha State Open University through Registrar (hereinafter referred to as the 'UNIVERSITY').


SPD, OHEPEE-cum-Joint Secretary
Higher Education Department


Registrar 21.7.18
Sambalpur

PURPOSE

The objective of the 'Odisha Higher Education Program for Excellence and Equity' (OHEPEE) is to improve quality of students' education and equitable access to selected Higher Education Institutions (HEIs) and improve governance of the higher education system in Odisha.

The UNIVERSITY will play a key role in achieving excellence and equity by:

- improving the competency of students through improved quality of teaching and learning; curriculum reforms; examination systems; and research activities
- Creating linkages with national and international universities, research labs and industry
- Improving procurement and financial management
- Satisfactory achieving the annual milestones set by the DEPARTMENT

AND WHEREAS the comprehensive description, implementation and operating conditions for the Program are contained in the document entitled the Operations Manual (OM) for IDG grant and the Program Implementation Manual (PIM)

AND WHEREAS, the UNIVERSITY has been selected to receive financing through an Institutional Development Grant (IDG) of **Rs 25.00 Crore (Rupees Twenty-Five Crore)** only to pursue the goals set out in its Institutional Development Plan (IDP) and related activities and in achieving annual milestones.

NOW THEREFORE the parties agree as follows.

SECTION I - Responsibilities of the UNIVERSITY


As conditions for receiving an IDG, the UNIVERSITY agrees to:

- a) Follow the Program guidelines and procedures prescribed in the OM, Program Implementation Manual (PIM) and Procurement Manual and Environment, Social and Safety Assessment (ESSA) as may be prescribed from time to time by the DEPARTMENT for implementation of the Program.
- b) Ensure timely progress of the agreed Work Plan annexed as Appendix-I of the MOU, Implement the activities as proposed in the Centre of Excellence proposal (if applicable) and seek constant feedback from the experts in the research area.
- c) Submit procurement plans, budget, utilization certificate etc., to the DEPARTMENT by the date as intimated by the DEPARTMENT
- d) Submit timely progress reports in the prescribed format to the DEPARTMENT by entering data into the Program MIS system.
- e) Facilitate the participation of students, faculty and staff in training sessions, seminars and conferences and training programs planned under the Program

782
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Higher Education Department

21.7.18
Registrar
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- f) Ensure continued and active functioning of the Centre for Internal Quality Assurance (CIQA) of the UNIVERSITY for NAAC processes
- g) Complete the procedure required for National Assessment and Accreditation Council (NAAC) accreditation, if the institution is eligible for the same as per NAAC guideline.
- h) Comply with the terms and conditions for the release of first and subsequent grants by the DEPARTEMNT as described in Section III.
- i) Ensure adherence to the principles of financial propriety and establish / activate Grievance Redressal Mechanism to resolve grievances of all the stake holders including complaints relating to fraud and corruption as specified in the PIM.
- j) The UNIVERSITY shall comply with the observations made by the officials of the DEPARTMENT within the timelines as may be specified.
- k) The UNIVERSITY shall facilitate audit process carried out by agencies designated by DEPARTMENT. The observations raised in the audit would be complied within the time line provided.
- l) The UNIVERSITY shall facilitate the execution of civil works through Public Works / Rural Works department which is a Government agency. The UNIVERSITY must demand and retain the approved drawing, design & estimate of the building(s) constructed by the govt. agency for on-site monitoring and for future reference.
- m) The UNIVERSITY shall not divert the program fund towards any other component or activity, without the prior written consent of the DEPARTMENT.
- n) Carry out monitoring and evaluation and data collection activities as set out in the PIM and the Management Information System (MIS) format, and provide documents and data to the DEPARTMENT as and when requested, in the agreed format within stipulated timeline.
- o) Take up compulsory activities related to improving the quality of teaching and learning which include but not limited to:
 - i. Revise the curriculum to improve the efficacy of Choice Based Credit System (CBCS)
 - ii. Build capacity of study centres on academic and non-academic domains through conducting training programs on regular basis as per annual training plan and facilitate faculty training centrally by clustering groups of Institutions based on the geography and the theme.
 - iii. Implement online result declaration and online availability of degree certificates and mark sheets.
 - iv. Improvement of the examination system (quality of test, timely examination etc.)
- p) Participate in all activities advised by the DEPARTMENT to facilitate the implementation of the Program, such as the Program Management Information System, Governance benchmarking exercise, students satisfaction surveys, Faculty feedback systems etc.
- q) Assign responsibility for implementation of the IDP to an implementation unit within the UNIVERSITY with functions and structures as set out in the PIM
- r) Implement all reforms and activities as committed by the UNIVERSITY under the Program and mentioned in the PIM including through any amendments required to the rules, policies and guidelines under the jurisdiction of the UNIVERSITY.


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- s) Take all necessary actions to achieve the program milestones/ performance indicators as notified by DEPARTMENT
- t) Closely work with the Consultants of the PMU (Program Management Unit) and other officials to achieve the program targets.
- u) The UNIVERSITY agrees to strictly abide by the following safety and environmental safeguards
 - i. No procurement of equipment dealing with radioactive material or hazardous material without permission of SPD
 - ii. No construction using asbestos containing materials
 - iii. No construction within all protected areas (National Parks, wildlife Sanctuaries, Elephant Corridors, Tiger Reserves, Elephant Reserves, Biosphere Reserves) and construction within Eco-Sensitive Zones for which final or draft notifications have been published by the Ministry of Environment, Forests and Climate Change, Government of India
 - iv. No construction within 300 meters radius of archaeological monuments identified by the archaeological Survey of India
- v) The UNIVERSITY agrees to give special attention to SC/ST/PWD/women students for improving their enrolment, retention and overall performance through
 - i. Adequate awareness generation
 - ii. Obtaining their feedback on academic and other activities and taking appropriate action on the suggestion

SECTION II- Responsibilities of the DEPARTMENT

The DEPARTMENT agrees to:

- a) Release grants to the UNIVERSITY As described in Section III.
- b) Provide directions on policies and amendments with respect to reform process in the higher education sector.
- c) Provide technical assistance to the UNIVERSITY for implementation of the IDP activities. Budgeting, use of MIS, Monitoring and Evaluation (M&E) activities and other Program related activities from time to time.
- d) Provide guidance on institutional good practices and policies based on the results of studies and assessments of the higher education sector in Odisha.
- e) Strengthen state-wide systems, such as the higher education portal and MIS to facilitate the implementation of the Program.
- f) Facilitate all academic and administrative reforms as committed under the Program and contained in the PIM, OMs and ESSA through appropriate orders, including the greater delegation of academic, administrative and financial powers to the UNIVERSITY as and when required.
- g) Carry out the monitoring and evaluation activities set out in the PIM and provide appropriate feedback to the UNIVERSITY.

782
SPD, OHEPEE-cum-Joint Secretary
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SECTION III - Fund disbursement modalities

- a) The DEPARTMENT will provide to the UNIVERSITY an initial allocation of 20 percent of the IDG to execute the work plan agreed between the DEPARTMENT and UNIVERSITY
- b) Subsequent allocations will be made on the following conditions:
The UNIVERSITY'S performance is deemed satisfactory by the DEPARTMENT, based on satisfactory performance on items listed below
 - i. Submission of Audited financial statement in standard format every year for past financial year by September 30th.
 - ii. Satisfactorily meet the annual milestones set by the DEPARTMENT.
 - iii. Timely entry of data in the program MIS.
- c) At least 60% of the previous allocation has been utilized by the UNIVERSITY.
- d) If the milestones and other targets are not satisfactorily achieved by the UNIVERSITY, the DEPARTMENT shall truncate the Work Plan accordingly.
- e) The UNIVERSITY follows all guidelines, rules and procedures set out in the PIM, OMs and ESSA.
- f) All payments under the Program will be made as per the Procurement and Finance Manual approved by the DEPARTMENT. The UNIVERSITY will execute activities as per the work plan and make payments in accordance with the Manual to vendors/consultants/contractors etc.
- g) If the amount disbursed remains unutilized with the UNIVERSITY and it is observed that the UNIVERSITY will not be able to spend the money, then the UNIVERSITY may be asked to return the money to the DEPARTMENT.

SECTION IV- Implementation schedule and effectiveness conditions

- a) The Program implementation schedule: The Program is effective from 7th December, 2017 and is expected to be completed by 30th November, 2022.
- b) This MoU will become effective when signed by duly authorized representatives of both parties, and shall remain in force until the completion of the activities covered by the MoU, or until it is duly terminated. No amendment in the MoU will normally be allowed. Under exceptional circumstances amendments can be made to the MoU on approval of the DEPARTMENT.
- c) Notwithstanding the provisions of this MoU, if the program OHEPEE is suspended or terminated, this MoU will be become null and void from the date of such suspension or termination.


SPD OHEPEE-cum-JointSecretary
Higher Education Department


21.7.18
Registrar
Dr. Ananta Kai Sharma, OESII
Registrar
Odisha State Open University (OSOU)
Samalpur, 751004

SECTION V– Miscellaneous

- a) By this MoU both parties affirm their commitment to carry out the activities and achieve the objectives mutually agreed upon.
- b) Any dispute between the parties shall resolved by written orders of the ACS/Secretary in charge of Higher Education Department, Government of Odisha.
- c) Amendments to this MOU, if required, shall be carried out in writing duly authenticated and executed by both parties.

d) **Force Majeure**

For the purpose of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a party’s performance of its obligations under the MoU impossible or so impractical as to be considered impossible under the circumstances. Force Majeure will be considered while honoring commitments by both parties.

e) **No breach of Understanding**

The failure of an INSTITUTION to fulfill any of its obligations under the Understanding shall not be considered to be a breach of, or default under, this MoU in so far as such inability arises from an event of Force Majeure, provided that the UNIVERSITY has – (a) taken all responsible precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement; and (b) has informed the DEPARTMENT as soon as possible about the occurrence of such an event.


SPD, OHEPEE-cum-Joint Secretary
Higher Education Department

Registrar
Dr. Jyoti K. Sharma, OES(I)
Odisha State Open University (OSOU)
Sambalpur-768014

Signed at Bhubaneswar on this 21st day of July 2018.

FOR AND BEHALF OF
THE HIGHER EDUCATION
DEPARTMENT

FOR AND BEHALF OF
(ODISHA STATE OPEN UNIVERSITY,
SAMBALPUR)


SPD. OHEPEE-cum-Joint Secretary
Higher Education Department
SPD-CUM-JOINT SECRETARY TO
GOVERNMENT,
HIGHER EDUCATION DEPARTMENT,
GOVERNMENT OF ODISHA



21.7.18
REGISTRAR OF UNIVERSITY
Dr. Jayanta Kar Sharma, OES(i)
Registrar
Odisha State Open University (OSOU)
Sambalpur-768004

Witnesses

1. B. Rout
Sr. Consultant - M&E,
OHEPEE, HED.

2. 
21.07.18
Sr. Consultant - M&E
OHEPEE.

Witnesses

1. 
21.7.18
OIC, Camp office, OSOU,
Bhubaneswar

2. Jagannath Pradhan
Sr. Consultant (Non-Academic)
OSOU