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**MEMORANDUM OF UNDERSTANDING BETWEEN  
HIGHER EDUCATION DEPARTMENT, GoO  
AND  
(JAWAHARLAL COLLEGE, PATNAGARH, BALANGIR)**

**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 17 day of Mar, 2018 between the Higher Education Department, Government of Odisha, represented by SPD-cum-Joint Secretary to Government (hereinafter referred to as the 'DEPARTMENT') and (JAWAHARLAL COLLEGE, PATNAGARH, BALANGIR) through, Principal (hereinafter referred to as the 'INSTITUTION') affiliated to (Sambalpur University).

*TSR*  
SPD, OHEPEE-Cum-Joint Secretary  
Higher Education Department

*Handa*  
Principal  
Jawaharlal Degree College  
Patnagarh  
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## PURPOSE

The objective of the Odisha Higher Education Program for Excellence and Equity (OHEPEE) is to improve quality of students' education, equitable access to selected higher education institutions and improved governance of the higher education system in Odisha. The program will focus on the following to achieve the program objective:

- Improving the quality of the INSTITUTION including improving the NAAC grade from the previous cycle of accreditation;
- Increasing on-time graduation rate of students in undergraduate degree disaggregated by women, ST, SC, and total students
- Improving the use of online Finance Management system and improving Procurement management
- Satisfactorily achieving the 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<sup>1</sup> and the Program Implementation Manual (PIM).

AND WHEREAS, the INSTITUTION has been selected to receive financing through an Institutional Development Grant (IDG) of **Rs. 3.92 Crore (Rupees Three Crore and Ninety Two Lakh)** only to pursue the goals set out in its Institutional Development Plan (IDP) and related activities.

NOW THEREFORE the parties agree as follows

### SECTION I – Responsibilities of the Institution

As conditions for receiving the IDG, the INSTITUTION 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) Take all necessary actions to achieve the milestones / performance indicators set by the DEPARTMENT.
- c) Ensure timely progress of the agreed Work Plan annexed as Appendix – I of the MOU. The INSTITUTION shall be responsible for facilitating and/ or monitoring the Civil works and other activities executed by agencies outside the INSTITUTION for such timely progress.

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.

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SPD, OHEPEE-Cum-Joint Secretary  
Higher Education Department

<sup>1</sup> Available at <http://dheodisha.gov.in/DHE/PDF/OM.pdf>

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Principal 17/3/18  
Jawaharlal Degree College  
Patnagarh  
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- e) Facilitate the participation of students, faculty and staff in training sessions, seminars and conferences and training programs planned under the Program
- f) Complete the procedure required for National Assessment and Accreditation Council (NAAC) accreditation, if the institution does not have a valid NAAC. Apply for reaccreditation and complete the procedure required before the current accreditation lapses, if the institution has already been accredited by NAAC.
- g) Comply with the terms and conditions for the release of first and subsequent grants by the DEPARTMENT as described in Section III
- h) Ensure adherence to the principles of financial propriety and establish / Activate Grievance Redressal Mechanism to resolve grievances of all the stakeholders including complaints relating to fraud and corruption as specified in the PIM
- i) The Institution shall comply with the observations made by the officials of the DEPARTMENT within the timelines as may be specified.
- j) The college shall facilitate audit process carried out by agencies designated by DEPARTMENT. The observations raised in the audit should be complied within the time line provided.
- k) The INSTITUTION shall facilitate the execution of civil works through Public Works / Rural Works department which is a Government agency. The INSTITUTION 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.
- l) The institution shall not divert the program fund towards any other component or activity, without the prior written consent of the DEPARTMENT
- m) Carry out monitoring and evaluation and data collection activities as set out in the PIM and the Management Information System format, and provide documents and data to the DEPARTMENT, as and when requested, in the agreed format within stipulated timeline.
- n) 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.,
- o) Assign responsibility for implementation of the IDP to an implementation unit within the INSTITUTION with functions and structures as set out in the PIM.
- p) Implement all reforms and activities as committed by the INSTITUTION under the Program and contained in the PIM including through any amendments required to the rules, policies and guidelines under the jurisdiction of the INSTITUTION
- q) Take all necessary actions to achieve the program milestones / performance indicators as notified by DEPARTMENT
- r) Closely work with the Consultants of the PMU( Program Management Unit) and other officials to achieve the program targets
- s) The INSTITUTION agrees to strictly abide by the following safety and environmental safeguards;
  1. No procurement of equipment dealing with radioactive material or hazardous material without permission of SPD
  2. No construction using asbestos containing materials

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**SPD, OHEPEE-Cum-Joint Secretary**  
**Higher Education Department**

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 Patnagarh

3. 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
  4. No construction within 300 meters radius of archaeological monuments identified by the Archaeological Survey of India.
- t) The INSTITUTION agrees to give special attention to SC/ST/PWD/women students for improving their enrolment, retention, On Time Graduation and overall performance through
1. Priority allotment in hostels
  2. Obtaining their feedback on academic and other activities and taking appropriate action on the suggestions

## SECTION II - Responsibilities of the DEPARTMENT

The DEPARTMENT agrees to:

- a) Release grants to the INSTITUTION as described in section III.
- b) Provide technical assistance to the INSTITUTION for the implementation of the IDP activities, budgeting, use of management information systems, monitoring and evaluation activities, NAAC accreditation and other Program related activities from time to time.
- c) Provide directions on policies and amendments with respect to reform process in the higher education sector.
- d) Provide necessary support to fill in vacant faculty and administrative positions in the INSTITUTION subject to INSTITUTION's commitment to financially sustain such posts.
- e) Plan faculty training on various themes based on needs assessment and facilitate faculty training centrally by clustering groups of Institutions based on the geography and the theme.
- f) Provide guidance on institutional good practices and policies based on the results of studies and assessments of the higher education sector in Odisha.
- g) Strengthen state-wide systems, such as the higher education portal and MIS, to facilitate the implementation of the Program.
- h) 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 INSTITUTION as and when required.
- i) Carry out the monitoring and evaluation activities set out in the PIM and provide appropriate feedback to the INSTITUTION.

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**SPD, OHEPEE-Cum-Joint Secretary**  
Higher Education Department


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17/3/18  
Principal  
Jawahar Lal Degree College  
Patnagarh

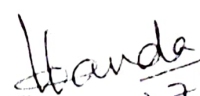
### SECTION III – Fund disbursement modalities

- a) The DEPARTMENT will provide to the INSTITUTION, an initial allocation of 20 per cent of the IDG to execute the work plan agreed between the DEPARTMENT and INSTITUTION
- b) Subsequent allocations will be made on the following conditions:  
The INSTITUTION's performance is deemed satisfactory by the DEPARTMENT, based on satisfactory performance on items listed below:
1. Immediate renewal of accreditation (if the NAAC accreditation cycle lapses during program period)
  2. Submission of Audited financial statement in format set out in OM for past financial year by September 30th.
  3. Using the prescribed online financial management system, data entry is done for previous financial year by September 30th as per the standards set out in PIM.
  4. Seek to improve the NAAC grade from the previous cycle of accreditation and increase on-time graduation rate of students in undergraduate degree disaggregated by women, ST, SC, and total students.
  5. Creation of Governing Body as per DEPARTMENT's instruction, timely conduct of the meetings and online publication of minutes as per guidelines issued by DHE
  6. Entry of required data in the Program MIS by the prescribed date.
  7. Satisfactorily meet the milestones set by the DEPARTMENT every year.
- c) At least 60% of the previous allocation has been utilized by the INSTITUTION. A maximum of 60 percent of the IDGs can be utilized for civil works and major equipment. A minimum 40 percent should be used on development activities including new teachers' salaries.
- d) If the milestones and other targets are not satisfactorily achieved by the INSTITUTION, the DEPARTMENT shall truncate the Work Plan accordingly.
- e) The INSTITUTION 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 INSTITUTION 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 is remaining unutilized with the College and it is observed that the College will not be able to spent the money, then the College may be asked to return the money to the HED.

### SECTION IV – Implementation schedule and effectiveness conditions

- a) The Program implementation schedule: The Program is effective from 7<sup>th</sup> December, 2017 and is expected to be completed by 30<sup>th</sup> November, 2022.

  
SPD, OHEPEE-Cum-Joint Secretary  
Higher Education Department

  
Principal 17/3/18  
Jawahar Lal Nehru College  
Patna

- 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.

#### 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 be 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 INSTITUTION has - (a) taken all reasonable 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.

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*[Signature]*  
Principal 7/3/18

Jawaharlal Degree College  
Patnagarh

Signed at Sambalpur on this 17th

day of March 2018.

FOR AND BEHALF OF  
THE HIGHER EDUCATION DEPARTMENT

FOR AND BEHALF OF  
(JAWAHARLAL COLLEGE, PATNAGARH,  
BALANGIR)

T.S.R.  
SPD, OHEPEE-Cum-Joint Secretary  
Higher Education Department

Handa  
Principal 17/3/18

SPD-cum-Joint Secretary to Government,  
Higher Education Department,  
Government of Odisha

Jawaharlal Degree College  
Patnagarh

Principal of INSTITUTION

Witnesses

Witnesses

1. Sanita S Rout  
Name: Senior Cons (CB) SPMU  
Designation: Higher Education Dept.
2. Pradeep Goya  
Name: Cons - finance  
Designation: SPMU, H.E. Dept.

1. Manoj Kumar Panigrahi  
Name: Lect in Economics  
Designation
2. [Signature]  
Name: MAJ. DR. RAM KUMAR SAHU  
Designation: Lect in Chemistry  
ASSO. COORDINATOR OHEPEE

Indicative items under Work Plan for Signing of MOU between HED and Jawaharlal  
College, Patnagarh, Balangir under OHEPEE

Sl. No.	List of Activities <sup>#</sup>
	<b>Civil Works</b>
	Classroom (64 Seated) ..... 3 No
	Classroom (32 seated)..... 5 No
	Computer Lab (64 seated in two parts)..... 1 No
	SC/ST Boys Hostel (50 seated)..... 1 No
	Reading room (100 seated)..... 1 No
	Girls Toilet
	Boys Toilet
	<b>Procurement</b>
	Computers*..... 64 No
	Furniture *
	Books* .
	Laboratory equipment*
	Drinking water (Water purifier)..... 8 No
	Sports equipment
	Teaching aids / classroom modernisation*
	Items for differently abled persons
	<b>Human Resource Support</b>
	Engagement of Faculty*
	Hiring of support staff*
	<b>Activities/Measures</b>
	Training for Faculty, Students and Non-teaching staff*
	Environment, Health & Safety related activities/ items
	Quality and equity enhancement measures
	Development of linguistic competency
	Skill development programs
	Research and Development*
	Academic Seminars/Workshops*

\*Colleges need to have specific approval of the State Project Director, OHEPEE / Government before execution in case these items are taken up under work plan.

*BR*

CO, OHEPEE  
Higher Education Department

*Sharda*  
17/3/18

Principal  
Jawaharlal Degree College  
Patnagarh