

MEMORANDUM OF AGREEMENT

BETWEEN

THE PRESIDENT OF INDIA;

THE GOVERNOR

of

THE STATE

AND

INDUSTRY PARTNER

NAMELY.....

IN CONNECTION WITH

"SETTING UP 20 INDIAN INSTITUTES OF INFORMATION
TECHNOLOGY (IIITs) THROUGH PUBLIC PRIVATE PARTNERSHIP"

-----X-----

Name of IIIT **State**

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made on this day of between the President of India acting through Shri, Director /Special Secretary, Ministry of Human Resource Development, Government of India, Shastri Bhawan, New Delhi(hereinafter called '**THE FIRST PARTY**'); the Governor of the State of..... acting through Shri..... Secretary/Principal Secretary, Government of(address) (hereinafter called '**THE SECOND PARTY**') and the Industry Partner/ namely M/s through Shri/ Smt.....(designation)(complete address)(hereinafter called '**THE THIRD PARTY**').

WHEREAS it has been the policy of THE FIRST PARTY to address the increasing skill challenges of the Indian IT industry and growth of the domestic skills

AND WHEREAS in pursuance of the aforementioned policy, it is proposed to take up a Scheme for "**Setting up 20 new Indian Institutes of Information Technology (IIITs) through Public Private Partnership**" (hereinafter called **THE SCHEME**) with the main objective of catering to skilled manpower in the fields of Information Technology and related areas.

AND WHEREAS all the three above named PARTIES commit to set up Indian Institute of Information Technology (name and full address)(hereinafter called **THE IIIT**) under this SCHEME.

THE PARTIES HEREOF AGREE AS FOLLOWS:

SECTION A: ROLE OF THE FIRST PARTY

1. To participate in THE SCHEME, THE FIRST PARTY has constituted an BOARD OF GOVERNORS (hereinafter called THE BOARD) in THE IIIT and registered it as a Society under the relevant Societies Registration Act. THE BOARD has

been entrusted with the task of managing the affairs of THE IIIT according to the terms and conditions set out in this Memorandum of Agreement and spelled out in the Memorandum of Association and Rules and Regulations of the Society so formed.

2. THE IIIT Society consists of the following members :

- (a) the Chairperson, to be elected by THE BOARD
- (b) the Director, ex-officio,
- (c) One person to be nominated by the Government of the State in which the Institute is situated;
- (d) four persons having special knowledge or practical experience in respect of education, engineering or science including the IT Industry, to be nominated by the Council.
- (e) one professor of the Institute, to be nominated by the Senate.
- (f) Dean (A) and Dean (R&D), ex officio
- (g) One nominee of the Ministry in the Central Government dealing with Technical Education.
- (h) One nominee of the Ministry in the Central Government dealing with Information Technology.
- (i) two persons to be nominated by the private partners of THE IIIT
- (j) One eminent person having knowledge and experience from civil society to be nominated by THE BOARD.

3. Delegate to THE BOARD adequate administrative and financial powers to

- (a) to provide for instruction and research in such branches of engineering and technology, management, education, sciences and arts, as the Institute may think fit, and for the advancement of learning and dissemination of knowledge in such branches;
- (b) to hold examinations and grant degrees diplomas and other academic distinctions or titles;
- (c) to confer honorary degrees or other distinctions;
- (d) to fix, demand and receive fees and other charges;
- (e) to establish, maintain and manage halls and hostels for the residence of students;
- (f) to supervise and control the residence and regulate the discipline of students of the Institute and to make arrangements for promoting their health, general welfare and cultural and corporate life;

- (g) to provide for the maintenance of units of the National Cadet Corps for the students of the Institute;
- (h) to institute academic and other posts and to make appointments thereto (except in the case of the Director);
- (i) to frame Statutes and Ordinances and to alter, modify or rescind the same;
- (j) to deal with any property belonging to or vested in the Institute in such manner as the Institute may deem fit for advancing the objects of the Institute;
- (k) to receive gifts, grants, donations or benefactions from the Government and to receive bequests, donations and transfers of moveable or immovable properties from testators, donors or transferors, as the case may be;
- (l) to co-operate with educational or other institutions in any part of the world having objects wholly or partly similar to those of the Institute by exchange of teachers and scholars and generally in such manners as may be conducive to their common objects;
- (m) to institute and award fellowships, scholarships, exhibitions, prizes and medals; and
- (n) to do all such things as may be necessary, incidental or conducive to the attainment of all or any of the objects of the Institute.
- (o) make recommendations to THE SECOND PARTY on the funds provided by it to THE IIIT out of its Annual Budget.
- (p) make expenditure out of the funds received from THE FIRST PARTY, THE SECOND PARTY and THE THIRD PARTY under THE SCHEME as per the prescribed terms and conditions.

Notwithstanding anything contained in subsection (1), THE BOARD shall not dispose of in any manner any immovable property without the prior approval of the Visitor. vii)

4. THE FIRST PARTY shall contribute Rs.64.00 (Rupees Sixty crore only) towards capital expenditure of setting up THE IIT.
5. Provide financial assistance to the extent of Rs.10.00 crore (Rupees Ten crore) to THE IIIT towards recurring expenditure depending on actual year-wise requirement of THE IIIT during the first four years of setting up THE IIIT.
6. Provide Rs. 50.00 crore (Rupees Fifty crore only) for faculty development programme for the faculty of new IIITs as well as existing IIITs and IISERs.
7. Based on the Institute Development Plan(hereinafter called THE IDP) developed by THE BOARD and approved by the State Steering Committee (hereinafter called THE SSC). The IDP forwarded by THE SSC will be examined by THE FIRST PARTY and the funds will be released within 45 days of receipt of the proposal.
8. THE FIRST PARTY shall establish a National Steering Committee (hereinafter called 'THE NSC') which will be an Apex body for guiding the implementation and monitoring of THE SCHEME. It shall comprise the following members:
 - i) Secretary, Ministry of Human Resource Development, Government of India as the Chairperson.
 - ii) Financial Adviser, Ministry of Human Resource Development as member.
 - iv) Three representatives nominated by industry associations.
 - v) Three representatives nominated by the Central Government
 - vi) Three representatives of State Governments (by rotation)

SECTION B : ROLE OF THE SECOND PARTY :

1. THE SECOND PARTY shall contribute Rs.45.00 crore (Rupees Forty five crore only) towards capital expenditure of setting up THE IIT.
2. Provide 50-100 acres of land, free of cost for setting up THE IIIT
3. Establish THE SSC with the following composition:
 - (i) The Secretary/ Principal Secretary, Department of Higher/ Technical Education/ Secretary (dealing with IIITs, as applicable) as the Chairperson;

- (ii) Financial Advisor/ Financial Controller/any other authority dealing with the finances of the concerned Department, as member;
- (iii) Chief Engineer of the State PWD or other State approved agency for construction works or his nominee not below the rank of a Superintending Engineer, as member;
- (iv) Three industry representatives nominated by major industry associations, as members;
- (v) Three members having knowledge, expertise and interest in information technology nominated by the State Government, as members.
- (vi) The State Director dealing with IITs shall be the ex-officio member, and shall act as Secretary of THE SSC.

4. THE SECOND PARTY will

- a) Establish and maintain a State Implementation Cell (hereinafter called 'THE SIC'), with adequate staff to discharge its functions.
- b) Assist the BOARD in any other manner to help achieve the objectives of improving quality of training and thereby provide better employment opportunities to the trainees.

SECTION C : ROLE OF THE THIRD PARTY

1 To participate in THE SCHEME, THE THIRD PARTY has :

- i) nominated representatives as a members of THE BOARD.
- ii) nominated four other members from the local industries in such a way that THE BOARD becomes broad based.
- iii) ensured that THE BOARD has at least one woman industry representative as member.

2. THE THIRD PARTY shall contribute Rs.20.00 crore (Rupees twenty crore only) towards capital expenditure of setting up THE IIT.

3 The THIRD PARTY shall contribute towards research labs and projects, internship, faculty chairs etc. from time to time in furthering the objectives of THE SCHEME .. Besides, there shall be a cap on the amount of support by the FIRST PARTY and the

SECOND PARTY and any escalation in the cost estimates for any reason whatsoever will be arranged by private partners.

SECTION D : THE ROLE OF THE BOARD

1. THE BOARD agrees and undertakes to, interalia,:

- i) develop, THE IDP for THE IIIT. THE IDP shall define the long-term goals of the institute, the issues and challenges facing the institute and the strategies for dealing with them. It shall set targets for institutional improvement, define key performance indicators, and detail the financial requirement with year wise break up to meet the needs.
- ii) obtain short term, medium term and long term requirement of skilled work force and take steps to produce graduates accordingly.
- iii) identify training needs of faculty and depute them for training in associated industries/ other institutes;
- iv) ensure implementation of various activities of the scheme in time bound manner so as to adhere to the time schedule agreed in the IDP;
- v) monitor the progress of implementation of the scheme at the Institute level and furnish periodical reports to the SSC.
- vi) set up suitable mechanism to obtain feedback from industry for improvement in delivery;
- vii) set up placement cells in THE IIIT to guide/help the graduates in employment/self employment and develop suitable sustainable mechanism to trace the careers of the graduates for at least three years; and,
- viii) furnish periodical reports with respect to the placement as mentioned in sub para (vii) above to THE SSC.

1.1 These responsibilities have been included in the Memorandum of Association and Rules and Regulations of THE BOARD/ Society.

SECTION E : MONITORING MECHANISM

All the three stakeholders shall be responsible for monitoring the implementation of the scheme. The responsibilities of all the PARTIES are as under:

- i) With the broad objective of improving the quality of training leading to better employability, all the three parties shall jointly agree and finalise Key Performance Indicators (KPIs) as yearly targets for next five years, for improving the internal as well external efficiency of THE IIIT against the base line information. These parameters shall be used to evaluate the success of THE SCHEME. The agreed KPIs in format enclosed at **Annex 'A'** and signed by the BOARD Chairman on behalf of BOARD and THE SECOND PARTY shall be appended to this Memorandum and shall be deemed to be an integral part of this Memorandum:
- ii) THE BOARD shall develop monitoring mechanism to review the performance of THE IIIT under THE SCHEME and submit quarterly reports to THE SSC.
- iii) THE SSC shall also monitor the implementation of THE SCHEME on the basis of reports submitted by THE BOARD on quarterly basis and furnish a consolidated report to THE NSC for all the IIITs being upgraded in the State under THE SCHEME.
- iv) In case of unsatisfactory performance in implementation of THE SCHEME, including achievement of KPIs, THE BOARD shall submit a detailed report to THE SSC within 30 days of receipt of a notice in this regard, interalia indicating the reasons for failure and measures required to be taken.
- v) THE SSC shall forward this report to THE NSC with their comments. THE NSC shall fix responsibility for such failure and ensure that necessary action is taken.

SECTION F : RELEASE OF FUNDS, ITS UTILISATION

1. The funds received by THE BOARD shall be kept in a separate bank account opened in the name of THE BOARD. Any private contributions, special grants received from State Government and revenue generated by THE BOARD shall also be deposited in this bank account.
2. The funds may be used for the following purposes :
 - i) civil works in the IIIT,

- ii) For procurement of machinery and equipment.
 - iii) For activities directly related to infrastructure under THE SCHEME such as, engaging consultants for preparation of IDPs, hiring contract faculty for running courses, etc.
3. Any deviation from the above pattern of use of funds has to be justified in the IDP and has to be approved by THE FIRST PARTY on case to case basis.
 4. In no case shall the loan amount be used for paying salaries to faculty and staff for the existing courses and also meeting office, administrative and other running expenses related to existing facilities in the IIIT such as electricity dues, water charges, municipal dues, etc.
 5. The funds received by the BOARD Society and any revenue earned by it shall be deposited in a public sector bank only. The funds of the BOARD Society shall not be utilized for acquiring any stocks, bonds or securities.
 6. The FIRST PARTY shall have power to issue instructions in respect of utilization of funds of THE BOARD.

SECTION G : MISCELLANEOUS

1. For effective implementation & monitoring of THE SCHEME as envisaged in the Memorandum, the Bureau head dealing with IIITs will be the Nodal Officer on behalf of THE FIRST PARTY; the State Secretary dealing with Higher/Technical Education in the Government of will be the Nodal Officer on behalf of 'THE SECOND PARTY' and the(designation) and address will be the Nodal Officer on behalf of THE THIRD PARTY.
2. In order to ensure sustainability of THE SCHEME 'THE FIRST PARTY and THE BOARD shall:
 - (a) ensure availability of sufficient funds for purchase of consumables and material for training.
 - (b) undertake measures to generate sufficient revenue not only for running of THE IIIT but also for repayment of the loan taken under THE SCHEME.

3. THE BOARD shall maintain regular books of accounts as required under THE SCHEME/relevant Societies Registration Act. THE FIRST PARTY may call for its accounts relating to any accounting year and authorize an officer for inspection of its books.
4. This Memorandum of Agreement shall be effective upto the repayment of the loan provided to THE BOARD.
5. THE KPIs for the first five years have been set out in Section E of this Memorandum. However, THE KPI target may be set in agreement with THE BOARD & THE FIRST PARTY in the block of next five years till the period of repayment of loan.
6. The efforts of all the parties shall be to resolve the issues, if any, amicably. However, in case of disagreement, the matter shall be placed before Minister for Labour and Employment, Government of India, whose decision shall be final & binding on all the three parties.
7. Through this MEMORANDUM OF AGREEMENT, all the three parties affirm their commitment to carry out the activities and achieve the objectives as mutually agreed upon herein in true letter and spirit.
8. For successful implementation of THE SCHEME, this Memorandum may be amended by deleting, adding or revising the clauses during implementation of THE SCHEME, in consultation with all the three parties.

Signed at New Delhi on..... this day of2007.

For and on behalf of
The Governor
State Government of

(.....)
Secretary
Government of

For and on behalf of
The Industry Partner

 and

For and on behalf of
BOARD as Chairman

(.....)
 (Shri /Smt.....)

For and on behalf of
The President of
India

(.....)
Special Secretary
Ministry of Human
Resource Development,
Government of

Witnesses

- 1.
- 2.

Witnesses

- 1.
- 2

India

Witnesses

- 1.
- 2.