

Memorandum of Understanding (MOU)  
between

University Grants Commission  
(hereinafter referred to as "UGC")

and

SARLAHI.....Campus.....MALANGWA SARLAHI  
(hereinafter referred to as "Beneficiary")

regarding

Performance Based Equity Grants ("Grants") under  
Nurturing Excellence in Higher Education Program ("Program")

1 Preamble

WHEREAS Nepal ("Recipient") and International Development Association ("IDA") have entered into Financing Agreement ("Agreement") of the Nurturing Excellence in Higher Education Program (NEHEP) on August 19, 2021.

WHEREAS the objectives of the Program are to *strengthen labour market relevance and quality of higher education, boost collaborative research and innovation, and enhance equitable access for underprivileged and disaster-affected groups.*

WHEREAS the Program intends to widen access to quality higher education for disadvantaged students, particularly from lagging and/or disaster affected provinces and Remote Regions with supports to HE students from bottom quintiles.

WHEREAS UGC is the main implementing agency of the Program and the Beneficiary selected based on their LOI merit and other competencies agrees to the reforms agenda of the Program, and 'scope, principle, objectives and standard thematic areas' of Equity Grants.

WHEREAS UGC has agreed on the basis, inter alia, of the forgoing to provide the financial incentives as "Grants" under the provisions of the Program<sup>1</sup>, to Beneficiary upon the Terms and Conditions set forth in this MOU.

**NOW THEREFORE** the parties hereto hereby agree as follows:

2 Obligations and Responsibilities of the Parties

2.1 The Beneficiary (SARLAHI.....Campus.....MALANGWA)

2.1.1 The Beneficiary, based on Equity Grants Guidelines, shall implement among others, access equalizer, climate change adaptations, knowledge management initiatives, and capacity building schemes in the campus and agrees to

- a. Comply with Operations Manual and Equity Grants Guidelines of the Program.
- b. Disclose audited statement of accounts with audit observation regularly on Beneficiary's publication, website or other public media; submit audit reports at UGC on stipulated time.

<sup>1</sup> Refer to the Operations Manual and Equity Grants Guidelines

- c. Prepare annual report regularly including but not limited to, progress review of the campus activities and submit the same at UGC on stipulated time.
  - d. Setup Education Management Information System (EMIS) for data reporting in line with the data requirements of UGC.
  - e. Comply with the Environment and Social Safeguard provisions of UGC.
- 2.1.2 The Beneficiary shall use the proceeds of the Grants on the expenditure items mentioned in Annex 1.
  - 2.1.3 The Beneficiary shall prepare necessary policies, plans and programs for efficient and optimized use of the Grants.
  - 2.1.4 The Beneficiary shall carry out its responsibility with due technical, financial, and managerial standards maintaining adequate records to reflect, in accordance with sound accounting practices, the operations, resources and expenditures related to the Program. The Beneficiary shall bear responsibilities of irregularities related to the Grants including the other assistance/grants received from UGC.
  - 2.1.5 The Beneficiary shall procure goods, works and services to be financed from the proceeds of the Grants in accordance with the provisions of Public Procurement Act, 2063 and Public Procurement Regulations 2064 and thereto, the subsequent amendments.
  - 2.1.6 The Beneficiary shall submit adequate information regarding the use of the Grants, as and when requested by UGC.
  - 2.1.7 The Beneficiary may use a part of the Grants to provide scholarship/ fee waiver for disadvantaged/ needy students.
  - 2.1.8 The Beneficiary shall support UGC by cooperating and collaborating in the collection and analysis of data for progress monitoring, annual reviews, mid-term review and Program evaluation.
  - 2.1.9 The Beneficiary shall follow the guiding framework<sup>2</sup> for monitoring and evaluation of Equity Grants.
  - 2.1.10 The Beneficiary shall claim for the Grants with the accomplishments of the performance indicators on annual basis in the stipulated time.
  - 2.1.11 The Beneficiary shall maintain separate ledger for the proceeds of the Grants.
  - 2.1.12 The Beneficiary shall implement environmental and social safeguard activities as per the relevant safeguard policy/ guidelines of UGC.

## 2.2 University Grants Commission

- 2.2.1 UGC shall provide the Grants to the Beneficiary as per the set criteria defined in the Equity Grants Guidelines.
- 2.2.2 UGC shall provide necessary technical support to the Beneficiary for implementation of the Program activities.
- 2.2.3 UGC shall conduct monitoring, evaluation and supervision activities regarding the academic, administrative and financial operations of the Beneficiary.
- 2.2.4 UGC shall suspend or terminate the right of the Beneficiary to use the proceeds of the Grants upon the failure by the Beneficiary to perform any of its obligations under the MOU.
- 2.2.5 UGC shall provide the Grants in annual basis against the accomplishments of the performance indicators for equity grants as per the set criteria.
- 2.2.6 UGC shall release the first instalment of the Grants to the Beneficiary, amounting to NPR 800,000.00 (Eight hundred thousand Nepali rupees only) to the Beneficiary upon receiving the written affirmative confirmation of program renewal.

<sup>2</sup> Annex-1 of Equity Grants Guidelines

2.2.7 UGC shall not be liable to provide the Grants against the claim of the Beneficiary in two or more similar and/or repeated funding provisions from UGC.

### 3. Liability

Neither of the Parties shall be responsible, financially or in other ways, for liabilities undertaken by the other.

### 4. Compliance with the laws

While carrying out the assignment under this MOU, duly authorised personnel and entities shall comply with the appropriate laws. The Parties will take prompt corrective action with regard to any violation of the law by any of their personnel and entities when carrying out their assignment.

### 5. Amendments

No amendments shall be made to this MOU unless by written agreement signed by duly authorised representatives of the Parties.

### 6. Entry into Force and Duration

6.1 This MOU shall enter into force when signed by duly authorised representatives of both Parties.

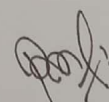
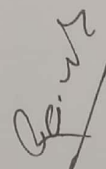
6.2 This MOU shall remain in force until the closure of NEHEP, or as agreed between the Parties.

### 7. Settlement of Disputes

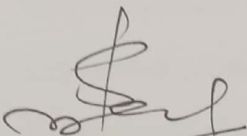




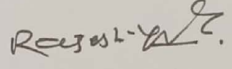
If any dispute arises relating to the implementation or interpretation of this MOU, there shall be mutual consultations between the Parties with a view to securing a successful settlement of the dispute and will resolve the dispute amicably.

### 8. Others

Notwithstanding the provisions of this MOU, if the financial assistance from the IDA and / or the Program is suspended or terminated this MOU will be automatically considered null and void from the date of such suspension or termination.



In witness whereof, the undersigned, acting on behalf of their respective parties, have signed this MOU in three originals in the English language.

<p>For University Grants Commission,</p>  <p>(Prof. Shankar Prasad Bhandari) Secretary University Grants Commission Sanothimi, Bhatkapur, Nepal Date: 2079/08/29</p>	<p>For .....Campus</p>  <p>(MR. Pankaj Kumar Jha. Chairperson, Campus Management Committee Campus Address: Malangwa, Sarlahi Date: 2079/08/29 Madhesh</p>
<p>Office Seal</p> 	<p>Office Seal</p> 
 <p>(Mr. Rammani Gautam) Director, Administration Division University Grants Commission Date: 2079/08/29</p>	 <p>Mr. Rajesh Kr. Yadav. Campus Chief .....Sarlahi.. Campus Malangwa. Date: 2079/08/29</p>

UGC shall release the Grants to the Beneficiary's account with the following details:

Account Name	Sarlahi campus Malangwa
Bank Account No.	128000231001
Name of Bank	Ra. Ba. Bank Ltd
Branch	Lanbandi, sarlahi
Account Type	Current

## Annex 1

### Expenditure Items

1. Educational materials: Books (including electronic copies), journals (including electronic copies), software, consumables, others
2. Lab related infrastructure/ equipment
3. Development of educational materials
4. Equipment for digitalization
5. Small construction works: Building, Class rooms, Lab renovation, annex buildings, new buildings (upon UGC's approval), furniture, drinking water and sanitation, external environment including others that are relevant to the climate change adaptation and mitigation
6. Maintenance of physical facilities and equipment
7. Training and development of teaching and non-teaching staff
8. Strengthening of Education Management Information System (EMIS)
9. Strengthening of governance system
10. Revision of curriculum
11. Scholarship
12. Grants to support research works conducted by teachers and students
13. Support for paper presentation in conference
14. Cooperation with foreign higher education institutions (teacher exchange and externals examiners)
15. Publication/ Knowledge management
16. Expenditures related to recruitment process of teaching staff on merit basis
17. Additional recurrent expenditures related to operation of higher education institution
18. Consulting services, students' counseling and job placements
19. Study/ observation visits - (excluding foreign visits)

