

**Memorandum of Understanding (MOU)
between**

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

**Purachandi and Baithadi
Campus, (hereinafter referred to as "Beneficiary")**

regarding

**Extended Performance Based 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 *expand LMDP/technical programs for increased employability, promote collaborative research, development and innovation, enhance quality, efficiency and governance system in HEIs.*

WHEREAS the Program intends to accreditation of Universities and HEIs, quality enhancement in HE teaching learning and service delivery, adaptation of green, resilient and inclusive development (GRID) approach in climate change mitigation and adaptation, align higher education with labour market economy.

WHEREAS UGC is the main implementing agency of the Program and the Beneficiary selected based on eligibility criteria, competencies criteria and other competencies agrees to the reforms agenda of the Program, and 'scope, principle, objectives and standard thematic areas' of Extended Performance Based Funding.

WHEREAS UGC has agreed on the basis, inter alia, of the forgoing to provide the financial incentives as "Grants" under the provisions of the Program¹, 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 (Purachandi Campus Baithadi)

2.1.1 The Beneficiary, based on Extended Performance Based Funding Guidelines, shall implement among others, efficiency, employability, promotion of LMDP/technical programs, gender equity, infrastructure, RDI, quality enhancement, capacity development, improved governance and response to climate change schemes in the campus and agrees to

- a. Comply with Operations Manual and Extended Performance Based Funding Guidelines of the Program.

¹ Refer to the Operations Manual and Extended Performance Based Funding



- 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.
 - 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 framework² for monitoring towards strengthening Policies and Practices of Extended Performance Based Funding.
 - 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 Performance Based Funding 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 Table-7 of Extended Performance Based Funding



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- 2.2.5 UGC shall provide the Grants once in every fiscal year against the accomplishments of the performance indicators for extended performance based funding as per the set criteria, commencing from the MOU signing.
- 2.2.6 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.

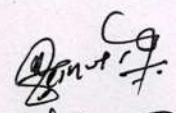
8 Others

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.



A handwritten signature in black ink.

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

For University Grants Commission, (Prof. Shankar Prasad Bhandari) Secretary University Grants Commission Sanathimi, Bhatkapur, Nepal Date: 2079/11/ Office Seal	For Campus, Purchaundi Multiple campus Baitadi  (MS/MR. Dharmanand Joshi) Chairperson, Campus Management Committee Address: (Municipality, District, Province) Date: 2079/11/ 16 Office Seal 
(Mr. Rammani Gautam) Director, Administration Division University Grants Commission Date: 2079/11/	 MS/Mr. Ramdatt Joshi Campus Chief Purchaundi Multiple Campus Date: 2079/11/ 16

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

Account Name	Purchaundi Bahumukhi campus, Hat, Baitadi
Bank Account No.	4050003441001
Name of Bank	Ra. Ba. Bank, Baitadi
Branch	Baitadi
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)

