

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE PRESIDENT OF INDIA;

THE GOVERNOR

OF

THE STATE OF UTTAR PRADESH

AND

INDUSTRY PARTNER(S)

NAMELY U.P. ELECTRONICS CORPORATION LIMITED

FOR

"SETTING UP OF INDIAN INSTITUTES OF INFORMATION

TECHNOLOGY (IIIT) THROUGH PUBLIC PRIVATE

PARTNERSHIP (PPP) MODE

Name of IIIT: INDIAN INSTITUTE OF INFORMATION

TECHNOLOGY LUCKNOW

State: UTTAR PRADESH

भारतीय गैर न्यायिक



AU 803597

उत्तर प्रदेश UTTAR PRADESH

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on thisday of January Two Thousand Fourteen between the President of India acting through Shri Alok Mishra, Joint Secretary/Director, Ministry of Human Resource Development, Government of India, Shastri Bhawan, New Delhi (hereinafter called 'THE FIRST PARTY'); the Governor of the State of Uttar Pradesh acting through Shri Neeraj Kumar Gupta, Principal Secretary, Technical Education, Government of Uttar Pradesh, Room No. 30, Naveen Bhawan, UP Secretariat, Lucknow (hereinafter called 'THE SECOND PARTY') and the Industry Partner(s) / namely M/s U.P. ELECTRONICS CORPORATION LIMITED, through Shri G S Naveen Kumar, Managing Director, M/s U.P. ELECTRONICS CORPORATION LIMITED 10, Ashok Marg, Lucknow (hereinafter called 'THE THIRD PARTY').

The terms "THE FIRST PARTY", "THE SECOND PARTY" AND "THE THIRD PARTY" Shall wherever the context permits, deem to include their successor and assigns.

WHEREAS it has been the intent of "THE FIRST PARTY", to address to the increasing skill challenges of the Indian IT industry , as also to develop new knowledge in Information Technology and to provide manpower of global standards for the Information Technology and allied fields;

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AND WHEREAS in pursuance of the aforementioned, 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**);

AND WHEREAS all the three above named **PARTIES** commit to setup under this **SCHEME** an Indian Institute of Information Technology, Chak Gajaria Form, Sultanpur Road Lucknow (hereinafter called **THE IIIT**) registered initially as a Society under the relevant Societies Registration Act of the State.

THE PARTIES HEREBY AGREE TO FOLLOWING:

SECTION A: BOARD OF GOVERNORS

1.0 The society will have a **BOARD OF GOVERNORS** (hereinafter called **THE BOARD**) for **THE IIIT** which would be the principal executive body of the Institute having adequate administrative and financial powers. It would be entrusted with the task of managing the affairs of **THE IIIT**. The composition of the Board and its powers and functions etc. would be according to the terms and conditions spelt out in the Memorandum of Association and Rules and Regulations of the Society appended with this MOU.

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1.1 However, the first chairperson of the Board shall be appointed by the First Party, in consultation with the Second Party and Third Party. The other members of The FIRST Board of Governors, who are to be co-opted by the Board, shall be appointed by the central Government in consultation with the Second Party and Third Party and the chairperson.

SECTION B: ROLE OF FIRST PARTY

1. THE FIRST PARTY Shall :
 - i) contribute 50% of the total capital cost of Rs 128.00 crore, over a period of time, for setting up of THE IIIT, including seed money to the extent of Rs 10.00 crores that would be released by the Central Government during the first financial year of the inception of the Institute.
 - ii) provide partial financial support to the extent of Rs 10.00 crores (Rupees Ten Crore) to the THE IIIT towards recurring expenditure during the first four years of setting up THE IIIT, depending on actual year-wise requirement of THE IIIT; and
 - iii) provide funds under the Scheme for faculty development programme.
(in respect of North-Eastern Region the Central Government contribution shall be to the extent of 57.5% of total capital cost)
2. 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 a reasonable period of time.
3. 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. The NSC shall have representatives of the Central Government, State Governments and Industry Partners of all the IIITs establish under the Scheme.
4. THE FIRST PARTY would, after establishment of 5-10 IIITs, on the recommendations of the Boards of the IIITs, constitute a Council of IIITs which would take over the functions of the National Steering Committee. The composition of the Council will be decided by the Central Government in consultation with the concerned State Governments and Industry Partners.



1. THE SECOND PARTY shall contribute 35% of the total capital cost of Rs 128.00 crores for setting up of THE IIIT;
2. Provide 50-100 acres of land, free of cost for setting up THE IIIT, duly registered in the name of the Society.
3. After signing of the MOU to forthwith have the Society registered under the relevant State Societies Registration Act.
4. Establish the State Steering Committee (SSC) with the following composition;
 - i) The Principal Secretary/Secretary dealing with Technical Education in the State Government, as the Chairperson;
 - ii) The Principal Secretary/Secretary in the State Government, dealing with Finances;
 - iii) The Principal Secretary/Secretary in the State Government, dealing with Information Technology;
 - iv) Chief Engineer of the State PWD or other State approved agency for Construction works;
 - v) One nominee each from amongst the Industry Partners.
 - vi) Three industry representatives nominated by major State level industry associations;
 - vii) Up to three members nominated by the State Government having knowledge, expertise and eminence in academia in the field of Information Technology;
 - viii) The State Director dealing with IIITs shall be the ex-officio member and shall act as Secretary of the SSC.
5. THE SECOND PARTY will :
 - i) Establish and maintain a State Implementation Cell (hereinafter called the SIC), with adequate staff to discharge its functions; and
 - ii) assist the BOARD in any other manner to help achieve the objectives of improving quality of education and thereby provide better employment opportunities.



1. To participate in THE SCHEME, THE THIRD PARTY has to :
 - i) Nominate its representative as member of THE BOARD
 - ii) contribute 15% of the total capital cost of Rs 128.00 Crore for setting up of THE IIIT, provided that in respect of North-Eastern Region the Industry Contribution shall be to the extent of 7.5% only. 50% of the money to be contributed by the Industry Partner(s) towards the scheme may be provide at the time of signing of the MoU in the form of irrevocable Bank Guarantee in the name of State Government from a Nationalized Bank by the Industry Partner(s). Once the MOA & Rules are framed and the IIIT is registered, the industry shall deposit in case 50% of its contribution in the name of the concerned IIIT. The remainder contribution would be made by the Industry Partner(s) depending upon the progress of the Scheme.
 - iii) to contribute towards research labs and projects, internship, faculty chairs etc. from time to time in furthering the objects of THE SCHEME.

SECTION D: 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 education leading to better employability, all the three parties shall jointly agree and finalise Key Performance Indicator (KPIs) as yearly targets for next five years for improving the internal as well external efficiency of THE IIIT against the base line information. Theses parameters shall be used to evaluate the success of THE SCHEME. An agreed KPIs 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 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 National Steering Committee/Council of IIITs.



- 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 30days 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 E: 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 Governments 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 IIT.
 - 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 approved by THE FIRST PARTY on case to case basis.
4. Each IIT shall meet its operating expenditure on its own within five years of commencement out of students' fees , research and other internal accruals.

SECTION F: MISCELLANEOUS

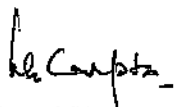
For effective implementation & monitoring of THE SCHEME as envisaged in the Memorandum, the Bureau head dealing with IITs in the Ministry of Human Resource Development, Government of India, New Delhi will be the Nodal Officer on behalf of THE FIRST PARTY; the State Secretary dealing with Technical Education in the Government of Uttar Pradesh will be the Nodal Officer on behalf of 'THE SECOND PARTY' and Managing Director, UP Electronics Corporation Limited, 10 Ashok Marg, Lucknow will be the Nodal Officer on behalf of THE THIRD PARTY.

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1. The draft MOA and the first Rules and Regulations of the Society/Institute shall be in accordance with those appended with the MOU.
2. The efforts of all the parties shall be to resolve the issues, if any, amicably. However, in case of misunderstanding, the matter shall be placed before Minister for Human Resource Development, Government of India, whose decision shall be final and binding on all the three parties.
3. Through the MEMORANDUM OF UNDERSTANDING, 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.
4. For successful implementation of THE SCHEME, the 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 onthis Day of January, 2014

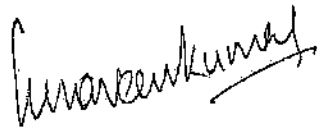
For and on behalf of
The Governor
State Government of
Uttar Pradesh



(Neeraj Kumar Gupta)

Principal Secretary
Technical Education
Department,
Govt. of Uttar Pradesh

For and on behalf of
The Industry Partner (s)



(G S Naveen Kumar)

Managing Director,
UP Electronics Corporation
Limited, 10, Ashok Marg,
Lucknow

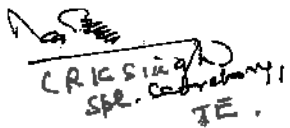
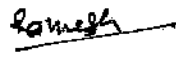
For and on behalf of
The President of India



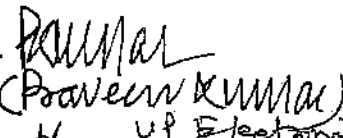
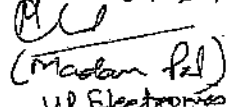
(AMITA SHARMA)

The Bureau Head dealing
with IITs in the Ministry of
Human Resource
Development, Govt. of India

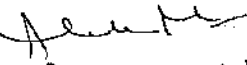
Witnesses

1. 
(CR Singh)
Spl. Secretary,
TE.
2. 
(Ramesh chandra)
Section officer

Witnesses

1. 
(Praveen Kumar)
UP Electronics
2. 
(Madan Lal)
UP Electronics Corporation

Witnesses

1. 
Anurag
Director MHRD.
2. 