

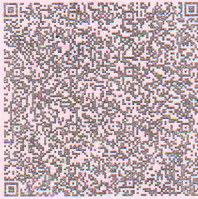
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Purchased by : Registrar Tezpur University  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : Not Applicable  
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First Party : Registrar Tezpur University  
Second Party : Not Applicable  
Stamp Duty Paid By : Registrar Tezpur University  
Stamp Duty Amount(Rs.) : 100  
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Memorandum of Understanding (MoU) for functioning of Dr. Ambedkar Centre of Excellence

in Central University of Tezpur University

and

Dr. Ambedkar Foundation (DAF) under the "Free Coaching Scheme for SC and OBC Students".

This Memorandum of Understanding (hereinafter referred to as the MoU) made on the 24<sup>th</sup> (day) of

1 of 6

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Statutory Alert:

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**January** (month) of **2024** between the Central University of **Tezpur University** hereinafter referred to as the "University", having registered address at **Tezpur** represented by **Registrar** (which expression shall include its successors, administrator and assignees) and **Dr. Ambedkar Foundation**, hereinafter referred to as the "DAF"

### Purpose of MoU

The purpose of the MoU is to establish responsibilities of each party to provide coaching of good quality for economically disadvantaged Scheduled Castes (SCs) and Other Backward Classes (OBCs) candidates to enable them to appear in competitive examinations for obtaining appropriate jobs in Public/Private Sector and/or for securing admission in reputed technical and professional higher education institutions. The coaching centres run by the Central University shall be called **Dr. Ambedkar Centre of Excellence (DACE)**.



### **Duration of MoU:**

The MoU is effective upon signature of both the parties and remain in effect for a period of three years unless cancelled in writing by either party before it. The empanelment can be renewed for a further period subject to fulfillment of performance criteria, willingness of the Central University and other material factor(s) at the time of renewal of MoU.

### **Roles and Responsibilities of Central University:**

#### **Eligibility for selection:**

- i. Only students belonging to SCs and OBCs, having total family income of Rs. 8.00 lakh or less per annum from all sources will be eligible for benefits under the Scheme.
- ii. SC/OBC candidates belonging to a Minority community may apply under the similar scheme(s) of Ministry of Minority Affairs, or the State Govts. as the case may be.
- iii. The student should have a valid Aadhaar number and a bank account seeded therewith, allotted to him/her. At the time of application, if the student does not have Aadhaar number, he/ she can submit his/her EID number. However, the payment shall be released only after obtaining the Aadhaar Number and shall be disbursed to the Aadhaar seeded bank account of the student only.
- iv. Income Certificate: Income declaration of self-employed parents/guardian should be in the form of a certificate issued by a Revenue Officer not below the rank of Tehsildar. Employed parents/guardians are required to obtain income certificate from their employer and submit consolidated certificate from Revenue Officer including any other additional source of income.
- v. For the competitive exams for which the qualifying exam is class XII, benefits under the scheme will be available to a candidate only if the candidate has passed class XII or is studying in class XII as on the date of receiving the benefit under the scheme. Student will be required to declare the marks obtained by him/her in class X in the application form. Students having less than 50% marks in their class X exam, shall not be considered under the scheme.
- vi. Further, in case of competitive exams for which the qualifying exam is Under Graduate level, only students/candidates having completed the Under Graduate level course or studying in the final year of the Under Graduate course concerned at the time of receiving the benefit under the scheme shall be eligible. Student will be required to declare the marks obtained by him/her in class XII in the application form. Students having less than 50% marks in their class XII exam, shall not be considered under the scheme.
- vii. Benefit under the Scheme can be availed by a particular student not more than twice, irrespective of the number of chances he/she may be entitled to take in a particular competitive examination and irrespective of the number of stages in the exam. The student will be required



to provide a declaration that he/she has not taken benefit more than twice under the Scheme or any other similar coaching scheme run by the Central or State Government.

- viii. The candidate shall be precluded from availing benefit under any other coaching scheme of the Centre or State Government and will be required to provide a declaration to this effect. A list of beneficiaries availing the scheme will also be uploaded on the portal of the scheme and shall be shared with Central University to avoid possibility of the candidate availing benefits of similar coaching scheme simultaneously or more than twice.
- ix. The University is aware of the fact that a minimum of 50 students and a maximum of 100 seats per Central University can be allocated. The Central University will comply with the scheme guidelines and will maintain the appropriate numbers. The percentage of SC students shall not be less than 70%. In case of non-availability of adequate number of candidates in the SC category, the Ministry of Social Justice and Empowerment can relax this ratio. However, in no case, a less than 50% SC students shall be permitted. Also under each category, 30% of the slots shall be reserved for female candidates. In case sufficient numbers of female candidates are not available under any category, male candidates from the same category shall be considered by the DAF.
- x. **Courses per Central University:** The details regarding the courses along with the slots assigned to the Central University as per the scheme guidelines, the fees to be charged per student, duration of the course, date of commencement and conclusion of the course etc. have been mentioned in the annexure.

**3. The Central University must ensure the mode of Selection of Students as mentioned below:**

- i. The Central University shall issue suitable advertisements inviting willing and eligible students to apply for the coaching. No offline applications will be entertained by the Central University from the students.
- ii. Only online applications complete in all respects, shall be considered for assistance. All the incomplete applications will be summarily rejected. However, the rejected candidates will have the option to apply in the subsequent years of selection.
- iii. The Central University shall shortlist the students to be imparted coaching in the course(s) allocated to the Central University fulfilling the eligibility conditions indicated in para 5 of the scheme guidelines and also falling in the merit list prepared by the Central University after following a procedure established by the concerned Central University itself for screening the eligible candidates. Such procedure shall be pre-informed to the DAF.
- iv. After shortlisting the candidates, the Central University shall forward a list of all the shortlisted candidates with details of their educational, caste, income, merit and bank related credentials to DAF. Similarly, once 75% of the prescribed duration of the course is completed, the Central University shall forward the details of all such students to DAF who have been attending the classes regularly, with details of monthly attendance sheet and shall forward the proposal for release of second installment of balance fund. These proposals will be forwarded by DAF to the Ministry. Ministry will release the funds in the CNA bank account of DAF. DAF will release the scholarship amount to eligible students through DBT. The release of second installment of second and third year shall depend upon successful fulfillment of performance criteria by the Central University concerned, in the previous year, as prescribed in para 6(r) and Annexure-B of scheme guidelines.
- v. While forwarding the proposal for release of funds for first and second installments, the Central University shall check the credentials relating to educational, caste, income etc. of the students coached by them from the originals of such documents and certify that they are satisfied that these students are genuine and eligible students. If at any stage it is found out that any or all of such students were not eligible on account of education, caste, annual family income etc.,

*B. J. Kumar*



the Central University coaching such student shall be solely responsible. No fee/stipend shall be released in respect of such students and further if any payment has previously released to such students before coming into knowledge of their ineligibility for availing benefits under the scheme, the amount shall be claimed from the institution concerned with penalty, if any, decided by the DoSJE.

- vi. At the time of seeking release of second installment in the second year, the Central University shall require to forward the performance of the students coached by it during the preceding year clearly indicating whether the institution has fulfilled the performance criteria fixed as prescribed in Annex-B of these guidelines.

#### 4. Roles and Responsibilities of DAF:

- i. **Admissible payments:** (i) Course fee @ not exceeding Rs. 75,000 on per student basis as detailed in Annex- A of these guidelines (ii) Stipend @ Rs. 4000 per month for full duration of the course not exceeding 12 months (iii) Rs. 15,000 as incentive to the successful students for coaching for interview for all the students clearing the mains stage of Central Civil Services / State Civil Services Exams for Class 1 and Class 2 posts.
- ii. **Mode of payment:** All the admissible payments shall be released to the students through DBT in their Aadhaar enabled bank accounts. The fee and stipend shall be released in two installments of 50% each of the admissible amount. The first installment shall be released immediately at commencement of course and the second installment will be released after conclusion of more than 75% of the course duration. The students will be required to remit the portion to the institution fee immediately and in any case not exceeding 15 days, to the Central University where they are receiving coaching.

#### 5. Performance, Monitoring and Coordination of the Scheme:

The DoSJE shall monitor the implementation of the scheme in association with DAF by keeping a regular watch and obtaining periodic reports from the Central University. A physical verification of at least 25% of the students in the Central university chosen randomly through an algorithm shall be done annually by the DoSJE in association with DAF. The DAF shall prepare an Online Learning Management System for the purpose of monitoring and coordination of the scheme.

#### 6. Courses and Quantum of fee

The course(s) for which coaching will be imparted and fee is/are as follows (Annexure):

Sr. No.	Course(s)	Address of the Centre of Central University	Duration of the Course	Number of slots	Fee charged per student	Date of commencement of the course	Date of conclusion of the course
1.	Civil Services Exam. by UPSC/SPSCs (APSC)	Dr. Ambedkar Centre of Excellence, Academic Building I, Tezpur University, P.O. Napaam, Tezpur, Dist. Sonitpur, Assam. Pin 784028	12 Months	01	Rs. 75,000.00	March 4, 2024	February 28, 2025

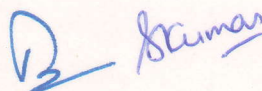
#### 7. Terms and Conditions

- i. The Maximum Fee and Minimum Duration of the course shall be as per Annexure of these scheme guidelines.
- ii. The Central University shall extend all infrastructural facilities in “Dr. Ambedkar Centre of Excellence”.

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- iii. The Central University shall ensure recording of Aadhaar based biometric attendance of the students and shall share the same with DAF on a monthly basis with specific mention of the students absenting themselves for more than four days in a month. If any student is absenting himself/herself without acceptable reason like medical or household emergency, his/her candidature for the scholarship shall be cancelled.
- iv. A maximum of 100 seats per Central University shall be allocated to such empaneled entities. For the purpose of viability, the Central University/Institution shall not have less than a total of 50 students.
- v. The Central University shall commence the coaching for the indicated course from the date indicated in the MoU signed between the Central University and the DAF. The Central University shall allow the eligible students to join the coaching irrespective of the fact that they have received the first installment from the DAF or not.
- vi. The Central University shall be free to enroll students for coaching beyond the allocated slots. These students may be from SC, OBC, General or any other category and may charge the fee as fixed by the Central University and for this, the Central University does not need any permission from the DAF. However, the Central University may intimate the DAF about enrollment of such students for record purpose. The DAF shall not release any funds for these additional students, if any, enrolled by the Central University.
- vii. If the number of students enrolled in the Central University is less than 50 at the preliminary examination stage or unsustainable at the mains stage, the students from such entity may be shifted to other entities with the consent of both the entities, and that of the student concerned, with the approval of DAF.
- viii. The Central University shall maintain full progress record of the coaching and selection of the candidates.
- ix. The Central University will be required to take a declaration from the student that he/she has not taken the benefit more than twice under the scheme or any other similar coaching scheme run by the Central or State Government.
- x. In case of violation of terms and conditions of the agreement and Scheme Guidelines and/or this agreement, the DAF will issue a Show Cause Notice to the Central University giving 30 days' time to reply.
- xi. The Central University shall submit information of (i) employment secured by the candidates coached and (ii) exams cleared by them, as the case may be.
- xii. The Dr. Ambedkar Centre for Excellence will be open to inspection by the officers of the MoSJE and audit (internal or external) as may be necessary.
- xiii. The MoSJE shall monitor the implementation of the scheme in association with DAF by keeping a regular watch and obtaining periodic reports from the Central University.
- xiv. The Central University shall adhere to directions received from DAF from time to time. Violation of such directions shall be treated to violations of the terms of this MoU.
- xv. If any institution/candidate is reported to have furnished any false information/document having material bearing on the release of funds under the scheme which is established as false, he/she/it will be liable for administrative and /or criminal proceedings and action will be initiated for recovery of the amount released, with 15% compound interest thereon.
- xvi. The Central University will be bound to share the information as required and as mandated by the scheme guidelines as well as the terms and conditions of the MoU on the Online Learning Management System established by DAF for the purpose of knowledge sharing as well as coordination among different Central Universities. The University will be bound to update and





upload the information regarding verification of the faculty engaged, students enrolled, attendance, classes, mock tests, study material, uploading of proposals etc. by the University. Further the University agrees to the understanding that the Online Learning Management System will be utilized for uploading offline and online recorded lectures of the faculty members for utilization by other beneficiaries of the scheme enrolled in other Central Universities through the mechanism of login and password. DAF will hold all rights including the Intellectual Property Rights of the content/material so created by the faculty members and utilized for the scheme and the University under no circumstance will have any resistance to the same and should comply with the directions/instructions of DAF within the mandate of the scheme. No financial/legal claims regarding the content will be made by the University against the DAF.

#### 8. **Applicable Law**

The work order shall be governed by the laws and procedures established by Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Any default in the terms and conditions of the document by the Central University will lead to cancellation of empanelment.

#### 9. **Jurisdiction**

The jurisdiction of courts shall be of those situated at New Delhi for all purpose.

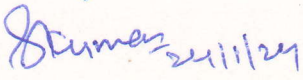
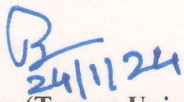
NOW, BY THIS MEMORANDUM OF UNDERSTANDING the DAF and CENTRAL UNIVERSITY hereby agree on the following:

- i. That, the University and the DAF shall cooperate with each other and jointly extend all cooperation for proper implementation on the objectives as aforesaid.
- ii. That, the University shall comply with the terms of the MoU for better functioning of the Scheme.
- iii. That, both the parties have agreed to comply with all financial and other liabilities as stipulated in the MoU for effective functioning of the Scheme.
- iv. That, the compliances of the Scheme of the MoSJE shall be treated as part of the MoU, which shall not be disputed by the University in any manner.

This MoU shall come into force with effect from **January 24, 2024**.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Agreed and Accepted:**

<<Dr. Ambedkar Foundation (DAF)>>	<< Name of Central University >>
<p>  Name: <b>डॉ. सिद्ध कुमार / Dr. Sidh Kumar</b>  Designation: <b>निदेशक / Director</b>  <b>डॉ. अम्बेडकर प्रतिष्ठान / Dr. Ambedkar Foundation</b>  <b>सामाजिक न्याय एवं अधिकारिता मंत्रालय</b>  <b>Mo Social Justice &amp; Empowerment</b>  <b>भारत सरकार, नई दिल्ली</b>  <b>Government of India, New Delhi</b></p>	<p>  Name: <b>Dr. Biren Das (Tezpur University)</b>  Designation: <b>Registrar</b>  <b>Registrar</b>  <b>Tezpur University</b>  <b>Napaam, Tezpur</b>  Date: <b>24.01.2024</b></p>