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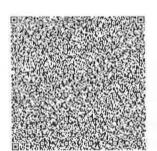
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JAMIA MILLIA ISLAMIA NEW DELHI

NORTH EASTERN COUNCIL GOVT OF INDIA SHI

JAMIA MILLIA ISLAMIA NEW DELHI

(One Hundred only)



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Jamia Millia Islamia

(A Central University)

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Director HRD & Estalls on this Certificate and as

NEC, Shillong

MEMORANDUM OF UNDERSTANDING

BETWEEN

NORTH EASTERN COUNCIL (NEC) SECRETARIAT, SHILLONG

AND

JAMIA MILLIA ISLAMIA, NEW DELHI

FOR

Upgradation of the Centre for North East Studies and Policy Research in Jamia Millia Islamia, New Delhi

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New Delhi-110025

KH. SILE ANTHONEY

Director HRD & E

MEMORANDUM OF UNDERSTANDING BETWEEN THE NORTH EASTERN COUNCIL SECRETARIAT, SHILLONG AND JAMIA MILLIA ISLAMIA, NEW DELHI for Upgradation of the Centre for North East Studies and Policy Research in Jamia Millia Islamia, New Delhi

This Memorandum of Understanding (MOU) has been entered into at Jamia Millia Islamia on this ______ day of November 2016.

Between

The North Eastern Council, Shillong, incorporated by an Act of Parliament, having its Secretariat office at North Eastern Council Secretariat, Nongrim Hills, Shillong 793003, Meghalaya, (hereinafter referred to as 'NEC', which expression shall unless repugnant to the context thereof, include its successors and assigns) as the FIRST PART

AND

The JAMIA MILLIA ISLAMIA, NEW DELHI, a Central University, represented by its Centre for North East Studies and Policy Research, having office at 3rd Floor, India Arab Culture Building, Maulana Mohammad Ali Jauhar Marg, New Delhi-110025 (hereinafter referred to as 'JAMIA MILLIA ISLAMIA) which expression shall, unless repugnant to the context thereof, include its successors and assigns as the SECOND PART

WHEREAS

(A) North Eastern Council under the Ministry of Development of North Eastern Region (M/o DONER) Government of India has been involved in the process of development in all the eight States of the North Eastern Region of the country and contributing to the socio-economic development of the people of this Region of our country by providing financial assistance to the schemes/projects in various sectors i.e.

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Transport & Communication, Irrigation and Flood Control, Power, Science & Technology, Industry, Agriculture, Health, HRD, etc.

Studies and Policy Research in Jamia Millia Islamia, New Delhi was discussed and accepted in North Eastern Council 65th Plenary meeting and it was agreed that proposal is basically for research based studies on some major issues faced by NER to be carried out by CNESPR, Jamia Millia Islamia, New Delhi. The issues are ranging from migration & internal conflict, role of PRIs & traditional institutions, disaster management, livelihoods development in conflict areas, development of border areas, Act East Policy, ethnicity, climate change etc. The proposals for 5 years at a cost of Rs. 294.00 lakhs with provision for 4 qualified manpower for 5 years and other incidental expenses.

NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU), AS UNDER:

1. OBJECTIVES OF MOU

Through this Memorandum of Understanding, the Parties have agreed to establish an institutional arrangement/partnership whereby the JAMIA MILLIA ISLAMIA will take up the "Upgradation of the Centre for North East Studies and Policy Research in Jamia Millia Islamia, New Delhi". The objective is to facilitate research based studies on some major issues faced by NER to be carried out by CNESPR, Jamia Millia Islamia, New Delhi

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2. ROLES OF THE PARTIES:

(i)Role of NEC

- (a) NEC will accord administrative approval of the scheme and will release funds in 3(three) installments as per availability of fund.
- (b) NEC will monitor the progress of work for which it may put necessary mechanism in place. This mechanism will be apart from the monitoring mechanism to be put in place by the **JAMIA MILLIA ISLAMIA**. The University shall provide necessary information and assistance accordingly.
- (c) NEC will provide necessary funds for carrying out the upgradation of the centre which has been worked out to be a grant of Rs. 294.00 lakh (Rupees two hundred ninety four lakhs) for remuneration of faculty, incidental expenses for carrying the research studies, purchase of equipments etc., The payment terms, subject to availability of fund with the NEC, are as follows:
 - > 50% of the total amount to be released as first installment after the sanction of the project.
 - ➤ 30% of the total amount to be released as second after the **JAMIA MILLIA ISLAMIA** has submitted the utilization certificate of the first installment, audited statement and detailed progress report of the studies alongwith draft reports.
 - ➤ 20% as final installment on receipt of UC and necessary papers of the second installment and submission of all completed research studies report.

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(ii) Role of JAMIA MILLIA ISLAMIA:

- (a) The JAMIA MILLIA ISLAMIA will implement the project "Upgradation of the Centre for North East Studies and Policy Research at JAMIA MILLIA ISLAMIA".
- (b) The total estimated cost is Rs. 294.00 lakhs and the detail composite budget as shown below:

a) Remuneration for 3 Asstt. Proffs. and 1 Office	Asstt. For 1st year to
5th year with increment and DA	- Rs.149 Lakhs
b) Computers, books & other office accessories	- Rs. 50 "
c) Travel for field trips	- Rs. 30 "
d) Classrooms and Conference Rooms	- Rs. 30 "
e) Curriculum Development	- Rs. 15 "
f) Contingency	- Rs. 20 "

Total - Rs. 294.00 Lakhs

- (c) The CNESPR will complete recruitment of faculty and other equipment etc. within 3 months from the date of receipt of the first instalment from NEC.
- (d) CNESPR, Jamia Millia Islamia will engage and deploy suitable manpower having requisite qualification for carrying out the studies.
- (e) The institute should ensure that the studies are carried out in most professional manner so that the final reports can be put to practical use by NEC for achieving developmental goals of the NER.
- (f) The institute will complete the studies from all aspects within the stipulated time frame.
- (g) The institute will regularly interact with NEC to update on the progress of the studies.
- (h) The areas of studies will be as per the proposal submitted by CNESPR to NEC vide letter No. Nil dated 12th May 2016 and will cover the following topics:
 - i) Migration and conflict
 - ii) Inclusive growth, better governance and gender responsiveness
 - iii) Disaster Management, Assessment and community, Responses
 - iv) Conflict between tradition & modernity: The case of Dzumsa in Sikkim

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- v) Conflict and Everyday life: Public perceptions towards impact of conflict on livelihood & Life
- vi) State & civil society
- vii) Myanmar Border Perspective
- viii) Act East Policy: Challenges opportunities and lessons for NER
- ix) Protracted conflict in NER: A search for answers
- x) Discrimination against women in NE India
- xi) Literature and reflections
- xii) The crisis and challenges of climate changes in NER
- (i) The centre shall ensure proper upkeep, maintenance and operation of the assets/facilities created out of the project.
- (j) The Centre would submit the quarterly physical progress and the financial expenditure report in the prescribed performa of NEC to the Financial Adviser, Director (HRD&E) NEC Sectt, Shillong, by the end of each quarter of the financial year or as and when deemed necessary.
- (k) It shall be open to NEC & DoNER to review the progress of the studies as and when felt necessary.
- (l) The Centre shall acknowledge the funding by the NEC by way of prominently displaying a permanent board and indicating that the project has been financed by the NEC. The board should also provide information on the date of sanction of the scheme, cost of the scheme, date of commencement of the scheme, and date of completion of the scheme.
- (m) Work to be carried out as per approval accorded and as in the concept paper submitted. Any required changes in scope of work would require prior approval of the NEC Secretariat, Shillong.
- (n) The University shall utilise the fund only for the purpose for which it has been approved. No diversion of fund for any other purpose would be allowed.
- (o) Utilization Certificate in GFR-19(A), QPR, Chartered Accountant audited statement and photographs shall be submitted by the Centre after each release.
- (p) No further extension of the project beyond 5 years would be entertained by NEC

3. CONTROL AND ACCESS TO INFORMATION:

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KH. SILE ANTHONEY Director HRD & E



JAMIA MILLIA ISLAMIA /Centre shall maintain and ensure security of the information/data. All records should be maintained systematically and should be easily retrievable for any RTI query.

4. COORDINATION

A Nodal Officer should be nominated by the Centre for keeping close liaison with the concerned officials of NEC for any information pertaining to the implementation of the Project.

5. TREATMENT OF TAXES

All the amounts, payable in pursuance of this MoU shall be inclusive of taxes, if any. Service taxes, etc, if any, payable by the **JAMIA MILLIA ISLAMIA** in connection with the work <u>shall</u> be deducted at source by the University and adjusted against the full sanctioned amount.

6. VALIDITY

This MoU <u>shall</u> be valid until either Party expressly terminates it by giving 3 months notice, on mutually agreed terms, during which period NEC and the **JAMIA MILLIA ISLAMIA** will take effective steps for the implementation of this Agreement. Any act on the part of the Parties after termination of this Agreement by way of communication, correspondence, etc. shall not be construed as an extension of this Agreement

7. <u>AMENDMENT/WAIVER</u>

No amendment, modification or waiver of any provision of this MoU shall in any event be effective unless the same has been made in writing and signed by a duly authorized officer of each of the Parties, and approved in writing by the other and any waiver or consent shall be effective only in the specific instance and for the specified purpose for which it is given.

8. RESOLUTION OF DISPUTE:





Any dispute arising out of or in connection with this MOU or any conflict in the interpretation of the MOU shall be amicably and mutually resolved and settled by both the parties to this MOU.

9. GOVERNING LAW

This MoU shall be governed and constructed in accordance with the substantive laws of India. However, in case of any disputes between the parties on the basis of this MoU, arbitration should be at the headquarter of sanctioning authority, i.e Shillong either of the parties shall have the right to approach the Hon'ble High Court Meghalaya, Shillong and/or its subordinate Courts in Shillong, for relief in accordance with law.

10.INTERPRETATION

The various headings appearing in this MoU are only for the sake of convenience and shall not affect the interpretation of the subject matter of various clauses of this MoU.

In witness whereof the parties hereto have caused this MOU to be made and executed by their duly authorized representatives as mentioned above in the presence of the following.

Signed, sealed and delivered by:

For and on behalf of NEC Secretariat

KH. SIILE ANTHONEY Director HRD & E NEC, Shillong

For and on behalf of the JAMIA MILLIA ISLAMIAistrar

> Jamia Millia Islamia (A Central University) New Delhi-110025

In the presence of

1. Dr A Malik 2. Dr. M-Amayer-Sups