Memorandum of Understanding (MOU)

Between

University Grants Commission (hereinafter referred to as "UGC") AndCampus...... (hereinafter referred to as "Beneficiary" Regarding Higher Education Digitalization Grants ("Grants") under Nurturing Excellence in Higher Education Program ("Program") NEHEP Duration (16 July 2021 to 15 July 2026)

1 Premble

WHEREAS NEPAL ("Recipient") and International Development Association ("IDA") have entered into Financing Agreement ('Agreement") regarding 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. Extending the digitalization of higher education is one of the cross cutting result areas of the program to support achievement of the program objectives.

WHEREAS the program intends to improve the policy and governance system for digitalization, connectivity and networking, administration and management digitalization, learning management system and EMIS establishment, digital resources sharing, strengthen the institution's capacity to digitalize teaching and learning

WHEREAS UGC the main implementing agency of the Program and the Beneficiaries selected for Digitalization agrees to the reforms agenda of the Program as well as scope, principle, objectives and standard thematic areas of Digitalization.

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, to Beneficiary upon the Terms and Conditions set forth in this MOU.

NOW THEREFORE the party hereto hereby agrees as follows:

2 Obligations and Responsibilities of the Parties

2.1 The Beneficiary (.....)

2.1.1 The beneficiary, based on Higher Education Digitalization Guidelines, shall implement among others, setup/enhance connectivity, learning management system, digital

resource development and dissemination, capacity building and web based EMIS strengthening schemes in the campus and agrees to

a. Comply with Standards, Operational Policies and Guidelines for Higher Education Digitalization of the Program.

b. Disclose audited statement of accounts with audit observation regularly on beneficiary's website; submit audit reports to UGC on stipulated time.

c. Prepare implementation progress report regularly including but not limited to, progress review of the campus activities and submit the same to UGC on stipulated time.

d. Setup Connectivity and ICT Infrastructure Development on the basis of secure Wi-Fi and Networking guidelines of UGC

e. Establish/manage LMS platform of the campus with configuration on website and deliver online/blended mode academic courses with setting up of virtual environments.

f. Establish/manage the Digital Library platform to develop the digital materials, setup digital studio and production and publication of e-books, audio/video, animation, simulation, gaming learning materials as per Digital Resource guidelines of UGC.

g. Conduct digital literacy, digital pedagogy, subject-specific tools handling training for faculties as per guidelines of UGC,

h. Set up Education Management Information System (EMIS) for data reporting in line with the data requirements of UGC and follow back up and disaster recovery system guidelines.

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 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 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.

2.1.8 The beneficiary shall follow the guiding framework for monitoring and evaluation of Higher Education Digitalization Grants.

2.1.9 The beneficiary shall claim for the Grants upon the accomplishments of the tasks based on performance indicators on activities completion basis in stipulated time.

2.1.10 The beneficiary shall maintain separate ledger for the proceeds of the Grants.

2.1.11 The beneficiary shall implement activities as per the relevant 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 Standards, Operational Policies and Guidelines for Higher Education Digitalization.

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 release the installment of the Grants to the beneficiary after completion of activities as per mentioned in Standards, Operational Policies and Guidelines for Higher Education Digitalization, Table 4.1.

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 Standards, Operational Policies and Guidelines for Higher Education Digitalization Table 4.1.

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 authorized 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 authorized representatives of the Parties

6. Entry into Force and Duration

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

6.2 This MOU shall remain in force up to 15 January 2026.

7. Settlement of Disputes

If any disputes 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

| For University Grants Commission, | For |
|---|---|
| (Prof. Shankar Prasad Bhandari) Secretary University Grants Commission Sanothimi, Bhaktapur, Nepal Date: 2081/08/ | (MS/MR, Chairperson, Campus Management Committee Address: (Municipality, District, Province) Date: 2081/08/ |
| Office Seal | Office Seal |
| | |
| (Mr. Ramesh Prasad Adhikari) Deputy Director, Administration Division University Grants Commission Date: 2081/08/ | MS/Mr Campus Chief Campus, Date: 2081/08/ |
| JGC shall release the Grants to the Beneficiary | y's account with the following details: |
| Account Name | |
| | |

| Bank Account No. | |
|------------------|--|
| Name of Bank | |
| Branch | |
| Account Type | |

Annex 1

Expenditure Items

- 1. Connectivity items
- 2. Wi-Fi connection.
- 3. Intranet Development
- 4. Hardware and software for IT support unit
- 5. Learning management system related activities
- 6. Digital materials for digital library
- 7. Digital studio set up, production and publication of e books, audio/video, animation, simulation, gaming learning materials.
- 8. Training on digital literacy, digital pedagogy, subject-specific tools etc.
- 9. Strengthening of Education Management Information System (EMIS)

Performance Grants to HEIs for Digitalization (Table 4.1)

| S.N | Indicator | Activities | | Grants Amount |
|-----|----------------|--|-----------------------------------|--|
| 1 | Connectivity | i) | Broadband connectivity | @NPR 1,00,000 per activity (total |
| | and ICT | ii) | Secure Wi-Fi on campus | Rs. 5,00,000/HEIs) |
| | Infrastructure | iii) | Intranet development on | |
| | Development | | campus to connect all the | |
| | | | departments | |
| | | iv) | IT support unit with hardware | |
| | | | and software | |
| 2 | Learning | | the LMS platform at the | >=3,000 students: NPR 10 lakhs |
| | Management | campus and deliver online/blended mode | | <3,000 students: NPR 5 lakhs |
| | System/Virtual | academic courses (existing and or new) | | |
| | | with setting up of a virtual learning | | |
| | | environment(MS Teams, Zoom, Meet, or | | (50% of allocated amount against delivery of two courses on |
| | | other similar tools) | | delivery of two courses on online/blended mode and remaining |
| | | | | against three additional courses |
| | | | | delivered in online/blended mode in |
| | | | | each campus programs) |
| 3 | Digital | i) Establis | sh/operate the Digital library | @ NPR 20 lakh/100 items (item |
| | Resources | platform | | standard as per the guideline |
| | Development | materia | ls | provided by UGC) |
| | and | ii) Digital | studio setup | - |
| | Dissemination | iii) Produc | ction and publication of e-books, | |
| | | audio/ | video, animation, simulation, | |
| | | | g learning materials, and so on | |
| | | | ssemination/sharing (up to 100 | |
| | | items) | | |
| | | | | |

| 4 | Capacity Building | i) Conduct the digital literacy training for faculties, students ii) Conduct digital pedagogy training for faculties iii) Conduct the subject specific tools handling training for faculties | Digital literacy training(DLT): Rs 50,000/100 faculty members) Digital pedagogy training DPT: Rs 100,000/100 faculty members* Subject-specific tools handling training: Rs 100,000/50 faculty members) | | |
|--|------------------------------------|--|--|--|--|
| *DPT training will follow after two groups of 100 faculty members DLT training(whichever completes earlier) to be eligible for PBG against the subsequent groups DLT | | | | | |
| 5 | Strengthening Web-based EMIS | i) Integration of campus EMIS with UGC EMIS system including with provision of reporting ii) Regular updating of academic data in the EMIS system and generating executive reports | Rs 3 lakh per campus for NEHEP | | |