

తెలంగాణ తెలంగాణ TELANGANA

AA 621776

Sl. No. 16/03/2020  
Sold to R S Praveen Kumar  
S/o, W/o, Savanna  
For whom Telangana State EMRS Society

SHANKER SINGH  
LICENSED STAMP VENDOR  
L. No. 16-10-001/1992  
R. L. No: 16-10-001/1992  
S. No. 13-6-121/C/53, Moghal Ka Nala  
Ring Road, Near Langer House-08  
Hyd (South) District, T.S.  
Cell No. 9989245463

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "the MoU" is executed at New Delhi on this \_\_\_\_\_ day of March, 2020.

### BETWEEN

National Education Society for Tribal Students (hereafter referred to as NESTS), a Society registered under Societies Registration Act XXI of 1860, through Commissioner, NESTS (hereinafter referred to as the Society) which expression unless repugnant to the context thereof shall mean and include their successors and assigns of the  
**FIRST PARTY;**

AND



The EMRS Society of Telangana State, represented by the Chairman, Telangana State EMRS Society its office at DSS Bhavan, Masabtank, Hyderabad (hereinafter referred to as "the State Society"), which expression unless repugnant to the context thereof shall mean and include its successors and assigns of the SECOND PARTY;

## **1. SCOPE OF THE MoU**

- 1.1. First Party will plan, construct, establish, endow and administer the Eklavya Model Residential Schools (EMRSs)/ Eklavya Model Day Boarding Schools (EMDBS) and Centres of Excellence for Sports (hereafter referred to as Schools) and will do all acts and things necessary for or conducive to tribal education.
- 1.2. Second Party will maintain, control and manage the Schools as per the guidelines and norms formulated by the First Party and the Ministry of Tribal Affairs, Government of India.
- 1.3. Both the parties will meet their respective obligations and will extend support under the scheme for establishing, running and managing the Schools based on the norms and guidelines as may be notified by the Ministry of Tribal Affairs, Government of India from time to time.

## **2. OBJECTIVES OF THE MoU**

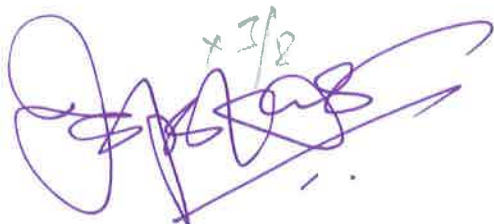
- 2.1. Both the parties commit to do all acts and things necessary for or conducive to tribal education as envisaged in this MoU.
- 2.2. Both the parties would make efforts and assist in promoting the purpose of the MoU and making it successful.
- 2.3. Both the parties would ensure their commitment and support in respect of all requirements as envisaged from their respective Governments in this regard.



- 2.4. Both the parties would make all possible efforts in providing easy and quicker approvals for increased participation and timely commencement of operations under the EMRS scheme.
- 2.5. Both the parties shall carry out their respective obligations under the MoU in good faith.
- 2.6. Both the parties would work towards realization of the objectives as set forth in the MoU in the areas of cooperation and commitment/ support of the parties with regard to the enhancement of quality education for tribal students in their own environment.
- 2.7. Both the parties would make all possible efforts to provide quality education to the tribal students through the Schools by adopting appropriate methods, techniques, manpower and initiatives.

### **3. ROLES AND RESPONSIBILITIES OF THE FIRST PARTY**

- 3.1. Operationalisation of the scheme in all its contours.
- 3.2. Plan, construct, establish, endow and administer the Schools and to do all acts and things necessary for or conducive to tribal education.
- 3.3. Provide good quality modern education- including a strong component of inculcation of values, awareness of the environment, adventure activities and physical education to the tribal children.
- 3.4. Provide facilities, at a suitable stage, for instruction through a common medium all over the country as per the language norms of CBSE.





- 3.5. Offer a common core-curriculum of NCERT to ensure uniformity in standards.
- 3.6. Facilitate CBSE affiliation of schools.
- 3.7. Facilitate conduct of training / capacity building programmes for teaching and non-teaching staff in coordination with the Second Party.
- 3.8. Transfer the admissible Recurring Costs based on the actual requirement as to be projected by the Second Party in the beginning of the financial year for onward transmission to the schools through PFMS.
- 3.9. Shall provide detailed standards and norms for recruitment of Teaching and Non-Teaching Staff as formulated by the Ministry of Tribal Affairs, Government of India.
- 3.10. Shall provide detailed standards and norms for continuation of existing staff as formulated by the Ministry of Tribal Affairs, Government of India.
- 3.11. Shall review the existing MoUs signed by the Second Party or the State Government with Non-Governmental Organizations (NGOs) regarding running of the existing schools and may allow the Second Party to enter into a fresh MoU only if the academic results are found good and any other benchmarks as decided by the Ministry of Tribal Affairs, Government of India is met.
- 3.12. If need be, could entrust the recruitment of teachers for States to an independent agency duly ensuring reservation quota prescribed therein.
- 3.13. Aid, establish and conduct other institutions as may be required for the furtherance of the Society's objectives in any part of India.

- 3.14. Do all such things as may be considered necessary, incidental or conducive to the attainment of all or any of the objectives of the Society.
- 3.15. Carry out any other activities required for implementation of the Scheme, as directed by Ministry of Tribal Affairs, Government of India from time to time.

#### 4. ROLES AND RESPONSIBILITIES OF THE SECOND PARTY

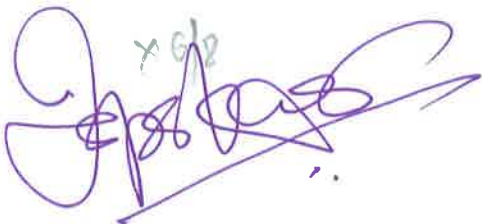
- 4.1. Shall coordinate with the respective State Government /UT Administration to provide land free of cost and free from all encumbrances with clear land use for development and expansion of the Schools. The land use shall not be changed to the detriment of both the parties.
- 4.2. Shall ensure transfer of the identified land in its name and the building appurtenant thereto, vested with it.
- 4.3. Shall ensure proper connectivity like road, electricity, water supply, land development etc. as required for the Schools in coordination with the State Government /UT Administration.
- 4.4. Shall ensure recruitment of Teaching & Non-Teaching Staff for the schools based on the norms and guidelines prescribed by Ministry of Tribal Affairs, Government of India from time to time in a timebound manner.
- 4.5. Shall ensure adherence to the reservation policy as applicable to the sub-groups within ST communities, if any, in the respective State/UT during the recruitment and admission process in the schools in consonance to the extant guidelines of the Ministry of Tribal Affairs, Government of India.
- 4.6. Shall seek approval of the First Party to incorporate locally relevant curriculum, if required.



- 4.7. Shall ensure migration of existing schools to CBSE curriculum, if not affiliated to CBSE, within one year from the date of signing of the MoU.
- 4.8. Shall prepare and submit an Annual Action Plan based on the actual requirements to the First Party for sanction and disbursement of Recurring & Maintenance Grant in the penultimate month of the preceding financial year.
- 4.9. Shall open Bank Accounts exclusively for receipt and disbursement of funds pertaining to the schools received from the First Party at the Society and School Level.
- 4.10. Shall implement Public Financial Management System (PFMS) including the Expenditure, Advance and Transfer (EAT) Module at the Society and School Level.
- 4.11. Shall register the schools on the Government E-Marketplace Portal and ensure procurement of good and services through the portal as per the GFR norms.
- 4.12. Shall furnish any information as sought by the First Party in a timebound manner.
- 4.13. If the progress in the Schools is seen to be poor as a direct result of poor management and lack of adherence to standards as prescribed by First Party, the Second Party would be unable to claim any more funds till such time deficiencies are rectified by the Second Party, subject to the satisfaction of the First Party.

## 5. COMMENCEMENT AND DURATIONS

- 5.1. The MoU shall be effective from the date of signing and will be valid till the completion of tenure of the scheme or will terminate upon mutual agreement amongst the parties.



5.2. Notwithstanding anything above, the First Party shall however, retain the right to rescind, cancel, terminate the MoU in public interest without assigning any reason.

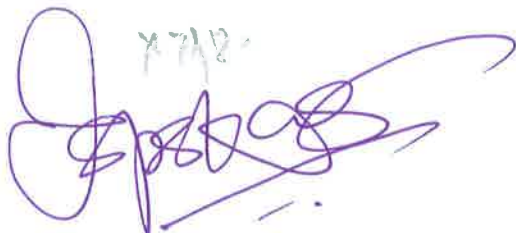
## 6. MISCELLANEOUS

- 6.1. Each party shall keep the other duly informed of any matter, which may have any impact on the implementation and performance of the intended cooperation contemplated between the parties under this MoU.
- 6.2. In the event of any amendment, alteration, modification of the terms of the agreement, it shall be met with mutual consent of both the parties.
- 6.3. Obligations or concessions or support under the MoU shall be governed by the requirements mentioned under the scheme and may get modified/altered based on amendments in the scheme from time to time.

## 7. LEGAL SYSTEM AND SETTLEMENT OF DIFFERENCES

- 7.1. In the event of any dispute or difference arising with respect to the interpretation, terms and condition and execution of the agreement, the parties shall initiate all possible steps to settle the matter amicably.
- 7.2. However, in the event of failure to settle the matter amicably, parties will be at liberty to seek remedy in appropriate forum in Delhi.

IN WITNESS THEREOF, the parties have caused this MoU to be executed in 2(two) parts and each one shall be treated as original by their duly authorized representatives.

7712  




**Signed by:**

1



(Dr.R.S.Praveen Kumar, IPS)  
Secretary TTWREIS,  
Chairman TSES  
Government of Telangana

2.

---

(Shri.Saurabh Jain)  
Commissioner,  
National Education Society  
For Tribal Students,  
Ministry of Tribal Affairs  
Government of India

**Witness:**

1.



P.Rajababu  
Deputy Secretary (Admn) (FAC)  
TTWREI Society, Hyderabad  
Telangana State

2.