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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "the MoU" is executed at New Delhi on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

BETWEEN

National Education Society for Tribal Students (hereafter referred to as NESTS),

MoU between NESTS & EMRS Society UT of DNH & DD

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MoU between NESTS & EMRS Society UT of DNH & DD

a Society registered under Societies Registration Act XXI of 1860, through Commissioner, NESTS (hereinafter referred to as the Society) **FIRST PARTY**;

**AND**

The EMRS Society of DADRA & NAGAR HAVELI AND DAMAN & DIU State/UT, represented by the Commissioner or Equivalent having its office at **DAMAN** (hereinafter referred to as "the State Society"), **SECOND PARTY**;

**Background**

Eklavya Model Residential Schools (EMRS) is a scheme implemented by the Ministry of Tribal Affairs in coordination with NESTS for establishment of residential schools to provide quality education to tribal children across the country. Under the scheme, there are 2 categories of schools, one is 288 schools sanctioned under Article 275(1) of constitution and the other are 452 schools which are being set up under Central Sector scheme, carved out as a separate scheme, in 2018-19. Cumulatively, 740 EMRSs/EMDBS have been identified to be established by 2025-26. 15 CoE for sports co-located with EMRS will also be set up. As on date, 690 schools have been sanctioned and 401 are functional. National Education Society for Tribal Students (NESTS) has been established in 2019 to establish and administer the EMRSs across the country. Department of Expenditure has approved 38,480 posts of teaching and support staff for running EMRSs. Therefore, there is need of amendment of the MoU already entered with the states.

**1. SCOPE OF THE MoU**

- 1.1. The present MoU is regarding recruitment of teachers and support staff for Eklavya schools sanctioned by the Ministry and for smooth transfer of 452 schools sanctioned under the new Central Sector Scheme and work out modalities for transfer of schools sanctioned under Article 275(1) of constitution.
- 1.2. Both the parties will meet their respective obligations and will extend support under the scheme for establishing 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

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1.3. Both the parties shall carry out their respective obligations under the MoU in good faith.

## 2. OBJECTIVES OF THE MoU

2.1. Both the parties would ensure commitment and support from their respective Governments to fulfil the objectives of this MoU.

2.2. Both the parties would make all possible efforts in providing easy and quicker approvals for timely commencement of operations under the EMRS scheme.

2.3. Both the parties would make all possible efforts to provide quality education to the students of the schools by adopting appropriate methods, techniques, manpower and initiatives.

## 3. ROLES AND RESPONSIBILITIES OF THE FIRST PARTY

3.1. Plan, construct, establish and administer the schools and to do all acts and things necessary for management and administration of these schools.

3.2. Provide good quality modern education for all round development of students.

3.3. Offer a common core-curriculum of NCERT to ensure uniformity in standards in accordance with CBSE norms and guidelines.

3.4. Facilitate CBSE affiliation of schools.

3.5. Facilitate conduct of training / capacity building programmes for teaching and non-teaching staff in coordination with the Second Party.

3.6. Provide admissible annual recurring grants subject to submitting necessary documents as per applicable guidelines and GFR.

3.7. Shall formulate guidelines for State/UT EMRS Societies to run and manage schools through NGOs subject to prior approval of NESTS.

3.8. Shall formulate and put in place Recruitment Rules for teaching and non-teaching staff of EMRS.

3.9. Shall carry out recruitment process centrally based on vacancies communicated by State/UT Societies.

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3.10. The teaching and non-teaching staff recruited by NESTS shall be the employees of NESTS and they will be governed by the service conditions as prescribed by NESTS. These employees will get remunerations based on the pay scales approved by NESTS.

3.11. NESTS will continue to provide the required recurring grants as per norms.

#### **4. ROLES AND RESPONSIBILITIES of Second Party**

4.1 Shall maintain and manage the schools as per the guidelines and norms formulated by the First Party and the Ministry of Tribal Affairs, Government of India.

4.2 Shall coordinate with the respective State Government /UT Administration to provide encumbrance free land free of cost 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.

4.3 Shall ensure transfer of the identified land in the name of the First Party. 4.4 Under the new Central Sector scheme grant has been provided in full to complete the buildings of EMRS. All such buildings shall be transferred in the name of the First Party.

4.5 In case of such EMRSs built from the grants under Article 275(1) provided by the Ministry of Tribal Affairs, the school buildings shall be got inspected by both the parties and upon satisfaction of the First Party, the buildings will be transferred in the name of the First Party. In case there is a need of urgent repairs, the Second Party shall get the necessary works completed and then propose transfer of such EMRS buildings.

4.6 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.

4.7 Shall ensure adherence to the admission guidelines issued by NESTS.

4.8 Shall ensure migration of existing schools to CBSE curriculum, if not affiliated to CBSE, in a time bound manner under the guidance of NESTS.

4.9 Shall submit an Annual Action Plan based on the actual requirements of recurring and maintenance expenditure to the First Party before the end of current financial year for grants required in the coming financial year.

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- 4.10 Shall open Bank Accounts at the Society and School Level exclusively for receipt and disbursement of funds pertaining to the schools received from the First Party.
- 4.11 Shall implement Public Financial Management System (PFMS) or any system required by Ministry of Finance, Govt of India including the Receipt, Expenditure, Advance and Transfer (REAT) Module at the Society and School Level.
- 4.12 Shall furnish all information sought by the First Party in a time bound manner.
- 4.13 Shall provide detailed vacancies of teaching and non-teaching staff on quarterly basis.
- 4.14 Shall not carry out any recruitment for EMRSs without specific permission from NESTS.

#### 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 Not with standing anything above, the First Party shall have in the right to modify or terminate the MoU 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.

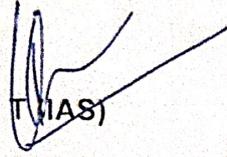
*Amit Gopal*

## 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.

Signed by:



1. Dr. Arun T. IAS)

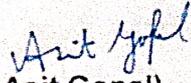
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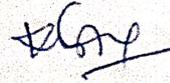
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Secretary (Education)/  
Chairperson Executive  
Committee, Eklavya  
Model Residential School  
Society  
UT of Dadra & Nagar Haveli and  
Daman & Diu

2. (Shri. Asit Gopal)



2.



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Commissioner,  
National Education Society for  
Tribal Students,  
Ministry of Tribal Affairs  
Government of India

कैलाश चन्द मीना  
K.C. Meena  
अतिरिक्त आयुक्त / Additional Commissioner (NESTS)  
जनजातीय कार्य मंत्रालय / Ministry of Tribal Affairs  
भारत सरकार / Government of India  
नई दिल्ली / New Delhi

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