



उत्तराखण्ड UTTARAKHAND

MEMORANDUM OF UNDERSTANDING

BETWEEN

THDC INDIA LIMITED
AND
UTTARAKHAND TECHNICAL UNIVERSITY

This Memorandum of Understanding (hereinafter referred to as "MOU")
entered into on this 10th day of May, 2011 at Dehradun amongst :

A. **THDC India Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at Bhagirathi Bhawan, Bhagirathipuram, Tehri Garhwal - 249001 (Uttarakhand) and its Corporate Office at Pragatipuram, Bye Pass Road, Rishikesh - 249201 (Uttarakhand) (hereinafter referred to as '**THDCIL**' which expression shall, unless the context requires otherwise include its successors and permitted assigns), of the First part,

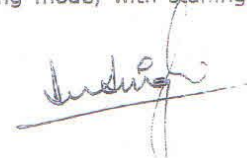
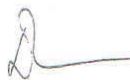
and

B. **UTTARAKHAND TECHNICAL UNIVERSITY**, a University established under the Uttarakhand Technical University Act, 2005, Act No. 5 of 2005 enacted by the State of Uttarakhand, having its office at Govt. Girls Polytechnic Campus, P.O. Chandanwari, Sudhowala, Dehradun (hereinafter referred to as '**UTU**') represented by its Authorized Signatory hereinafter called the Second Party which expression shall mean and include its successors and permitted assigns of the Second Part.

Both **THDCIL** and **UTU** shall collectively be referred to as "Parties" and individually as 'Party'.

WHEREAS

- (a) THDCIL, a Joint Venture Corporation of the GoI and GoUP, with equity participation in the ratio 3:1, is a premier power generating company in India having expertise and strength in areas such as setting up and operation & maintenance of power projects, and various related facets including local area development as part of its activities in R&R. THDCIL has considerable presence in the Hydro Sector in the State of Uttarakhand - the 1000 MW Tehri Dam and Power Plant is operational since 2006-07, while the 400 MW Koteswar HEP and 1000 MW Tehri PSP are under implementation. In addition, various Hydro Projects in the Bhagirathi, Alaknanda and Sarda basins are under various stages of development.
- (b) Uttarakhand Technical University (UTU), a University established under the Uttarakhand Technical University Act, 2005, enacted by the State of Uttarakhand is engaged in providing quality Technical education in the State.
- (c) The Hydro Power Potential in Uttarakhand is approximately 20,178 MW, of which only 2,810 MW has been harnessed till now, another 3,581 MW is under construction and 8,054 MW is under development stage. There is a need for a Technical Institute for developing skilled technical manpower required for harnessing Hydro Power in the State of Uttarakhand.
- (d) Looking into the above required augmentation in the field of Hydro Sector, it was agreed by the Ministry of Power, Govt. of India, that THDCIL will meet the capital cost towards establishing a Technical Institute to impart instruction in various disciplines of Engineering with focus on Hydro Power and the Institute would be run up by the concerned academic body. The objective behind setting up of the Institute is to generate / create a pool of continuously upgraded skilled set of knowledge with special thrust on construction and operation of Hydro Power stations. In line with the above decision, THDCIL has taken up construction of the Institute, named as '**THDC Institute of Hydropower Engineering & Technology**' (hereinafter referred to as the '**Institute**') with requisite infrastructure as per AICTE norms at Bhagirathipuram, Tehri in an area of around 20 Acres.
- (e) THDCIL had approached UTU to run the Institute as a Constituent College of the University / Institute of UTU in self financing mode, with staffing,



courses etc as per UGC / AICTE norms. UTU has confirmed to take up the constituent Institute without any liability on Uttarakhand Govt.

For the aforesaid purpose the Parties agree to sign these Presents on mutually agreed Terms and Conditions mentioned hereunder.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING (MOU) WITNESSETH AS FOLLOWS :

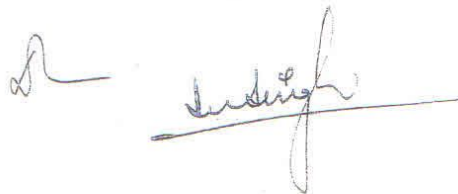
1. Intent

Running of the 'THDC Institute of Hydropower Engineering & Technology' by Uttarakhand Technical University (UTU), being developed by THDCIL, as a Constituent College of the University / Institute of UTU as per UGC / AICTE norms. While the capital cost for setting up the Institute shall be borne by THDCIL, the Institute will be run by UTU in self financing mode.

The Institute being established will satisfy AICTE norms and standards on built up area of Academic, Administrative, Lab Buildings besides student amenities, Hostels etc. The student-teacher ratio and teaching posts will also be as per AICTE standards. Presently, the teacher : students ratio as per AICTE norms is 1:15, while the prescribed ratio for teaching posts is 1:2:6 (Professor : Associate Professor : Assistant Professor).

The posts of teaching and non-academic/supporting staff as per AICTE guidelines will be considered as created. However, Board of Governors will decide the recruitment as and when required. Salary will be decided on AICTE/UGC norms. Service conditions as prevailing in Centre/State Government will be honoured. Reservation will be implemented on existing Govt. rules.

Board of Governors as per UGC guidelines and similar to State Government institutions, except that the Vice Chancellor of UTU will be Chairman, will be constituted.



2. Roles and Responsibilities

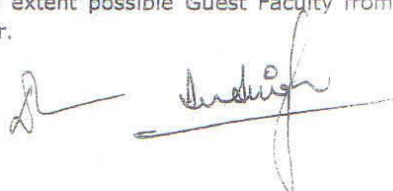
Responsibility of UTU :

- a) The Institute will be run by UTU as a Constituent College of the University / Institute of UTU and no financial liability shall devolve on THDCIL.
- b) UTU shall run the Institute in self-finance mode and shall meet all recurring expenses incurred on staff remuneration, purchase of consumables, R&M of facilities etc.
- c) UTU shall process all applications and registrations for student enrolments, and conduct all academic duties including exams and graduation. UTU will prescribe, collect and administer all requisite Fees. UTU shall ensure delivery of all academic activities relating to delivery of programmes such as teaching, examinations, academic planning etc.
- d) UTU shall recruit and appoint all teaching and non-teaching staff required for running the Institute as per AICTE norms. UTU shall pay salaries and all associated expenses of staff as per AICTE/UGC norms and pay scales.
- e) In keeping with the commitment of THDCIL to the Project affected population, 5% quota of intake every year shall be earmarked for admissions to the eligible candidates from families of the population affected due to the construction of Tehri / Koteshwar Dam. The eligibility of such candidates will be certified by District Magistrate/Director (Rehab), Tehri.

In addition to this, 02 seats in each discipline shall be reserved for wards of THDC employees. Wards shall mean biological offsprings and also step children or legally adopted children wholly dependent on employee.

Responsibilities of THDCIL :

- a) THDCIL shall incur one time expenditure on creation of infrastructure for the Institute as per minimum requirement stipulated by AICTE in a phased manner which *inter alia* include one time complete furnishing of labs, workshops, library etc.
- b) THDCIL shall spare to the extent possible Guest Faculty from its available pool of manpower.



- c) THDCIL shall share facilities existing in THDC Campus viz. residence, hospital, recreation etc. to the extent possible with UTU.

3. Development and deemed transfer to UTU

- a) The Institute shall be made operational in 2 stages. Stage-1 would cover construction of Institute to meet requirement to run first year classes, such as, Administrative Block, Academic Block including Library, Laboratories and Workshops, other essential requirements, such as, Canteen, Computer Lab, Medical Room, Director's and Registrar's Bungalows and necessary furnishing, furniture, equipment, books etc. The first stage will provide for complete first year requirement for Civil, Mechanical, Electrical, and Electronics disciplines.
- b) Second Stage would include phased development of balance facilities required for conducting 2nd, 3rd, and 4th year classes such as Academic Block, Additional Labs, hostels, Staff Residence, Auditorium etc. with necessary equipment etc as per AICTE norms. After completion of the above facilities, the infrastructure so created shall be deemed to be transferred to UTU. UTU will be responsible for the running and maintenance of the Institute.

4. Implementation Monitoring

Adherence to the implementation of the MOU will be monitored on a quarterly basis by a Committee to be constituted for the purpose, comprising senior representatives from THDCIL, UTU and the Department of Technical Education, Govt of Uttarakhand.

5. Correspondence

Any and all correspondence / demands made of notice to be sent or required to be made under this MoU shall be in writing in English language, signed by the party giving such notice and shall be delivered personally or by any feasible mode of transmission coupled with sending original or registered post or e-mail to other Parties at their addresses set forth herein below or at such other addresses as other Party may subsequently notify.

All notices shall be deemed to have been served when delivered, which include facsimile as stated below:



Uttarakhand Technical University

Govt. Girls Polytechnic Campus,
P.O. Chandanwari, Sudhowala,
Dehradun-248007
Fax :0135 2770124

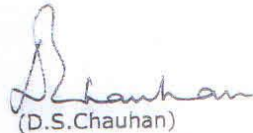
THDC India Limited

Bhagirathi Bhawan (Top Terrace),
Bhagirathipuram,
Tehri Garhwal-249 124
Fax : 01376-236363

This MOU shall come into force for all purposes and intents upon its signing and shall remain valid from the date of its signing.

By this Memorandum of Understanding both parties affirm their commitment to carry out the activities and achieve the objectives mutually agreed upon.

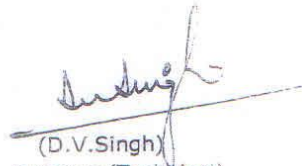
IN WITNESS WHEREOF THE PARTIES THROUGH THEIR AUTHORISED REPRESENTATIVE HAVE SIGNED THESE PRESENTS ON THE DAY, MONTH AND YEAR MENTIONED ABOVE.



(D.S. Chauhan)
Vice Chancellor

Uttarakhand Technical University
Uttarakhand Technical University
Dehradun

For and on behalf of
Uttarakhand Technical University



(D.V. Singh)
Director (Technical)
THDC India Limited

For and on behalf of
THDC India Limited



Witness
Registrar

Uttarakhand Technical University
Dehradun



Witness

(Vijay Singh)
THDC India Limited