

Department of Higher and Technical Education

Government of Jharkhand

DETAILED GUIDELINES FOR IMPLEMENTATION OF MUKHYAMANTRI SHIKSHA PROTSAHAN YOJNA

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Detailed Guidelines of Mukhyamantri Shiksha Protsahan Yojna

To enhance education and employment opportunities available to the youth of Jharkhand, the State Government is launching the Mukhyamantri Shiksha Protsahan Yojna. The scheme will provide free of cost coaching to students for preparation for entrance exams to the country's foremost medical, engineering, and other such higher education institutes and a basic monthly pay out of Rs 2500 as living expenses for duration of coaching. The Government of Jharkhand aims to benefit an estimated 8000 students from the scheme every year.

THE SCHEME

1. Short title and Commencement

(a) This scheme shall be called as the **Mukhyamantri Shiksha Protsahan Yojna**.

(b) It shall come into force from the date of publication in the Official Gazette.

2. Definitions

Unless the context otherwise requires, the following **terms** shall have the meaning assigned against each of them under this scheme as follows: –

(a) "Board" means any board of education recognised under any act of the State or Union Territory or Central Government.

(b) "Coaching Institute" means a company registered in India under the Companies Act 1956, a partnership registered under the India Partnership Act 1932, a limited liability partnership firm registered under the Societies Registration Act, a trust registered under the Indian Trust Act 1882, or any other relevant act of the State or Union Territory.

(c) "Disbursing Bank" means a scheduled commercial bank nominated by Department of Higher and Technical Education.

(d) "DHTE" means the Department of Higher and Technical Education, Government of Jharkhand.

(e) "MeitY" means Ministry of Electronics and Information Technology, Government of India

(f) "Presence" means having permanent infrastructure (building) either owned, leased, or rented with minimum built-up area of 1800 sq. ft. with at least 1200 sq. ft. allocated for lecture halls or classroom in each geographical location.

(g) "Scheme" means the Mukhyamantri Shiksha Protsahan Yojna.

(h) "School" means school providing secondary and higher secondary education and includes private schools under the administrative control of the boards/ councils active in the State of Jharkhand.

(i) "State Government" means the Government of Jharkhand.

(j) "Web Portal" means the Eklavya Prashikshan Yojna Portal and Mobile App to be developed and maintained by disbursing bank and hosted on State Data Centre of Jharkhand or any MeitY empanelled Cloud Service Provider.

3. Minimum Eligibility Criteria

The minimum eligibility criteria for students applying to the scheme is as follows: -

(a) The student should have passed Class 10th from any recognized school in the State of Jharkhand

OR

The student should possess a local residence certificate of Jharkhand.

(b) The student must fulfil the eligibility criteria of the examination for which he/she has applied for coaching under this scheme. In case of examinations having academic eligibility criteria as Class 12th passed or appearing, students studying in Class 11th at the time of application shall also be eligible to apply.

(c) The student should submit valid income certificate with annual family income less than Rs 8,00,000 (Rupees Eight lakh Only) issued by Sub-Divisional Officer / Circle Officer. This annual family income limit shall be automatically revised as per revision in the annual family income limit for OBC-NCL (Non-Creamy Layer) as notified by Department of Personnel and Training, Government of India from time to time.

OR

The student should be covered under the National/State Food Security Scheme. The student shall submit a self-attested copy of the ration card as proof of being covered under National/State Food Security Scheme.

(d) Beneficiaries of similar schemes of any other department (Ex: - ST, SC, Minority and Backward Class Welfare Department resolution no. 3604 dated 30.10.2019 and School Education and Literacy Department resolution no. 948 dated 07.04.2022) shall not be eligible for dual benefit under this scheme. The student can avail the benefit only once under this scheme.

4. Reservation

The selection process will strictly adhere to the state's reservation policy notified by the Personnel, Administrative Reforms and Rajbhasha Department, Government of Jharkhand as modified from time to time.

5. Components of the Scheme

The Mukhyamantri Shiksha Protsahan Yojna shall have the following components: -

(a) Free Coaching Facility to the selected students

Free of cost coaching facility in reputed coaching institutes will be provided to the students selected under this scheme for preparation of entrance exams to country's foremost medical, engineering, and other such higher education institutes.

(b) Monthly Assistance to Students

An assistance amount of Rs 2500 per month will be paid to the selected students studying in coaching institutes under the scheme during the period of coaching.

6. Shortlisting of Students

(a) The student shall register on the web portal by providing basic details like mobile no. and email id etc.

(b) The student submits the application by providing details and uploading the required documents like Class 10th Examination certificate, income certificate, required undertaking etc.

(c) The shortlisting of students under the scheme shall be done based on the percentage of marks obtained in Class 10th Examination.

(d) A board wise list of students shall be prepared in decreasing order of their marks obtained in Class 10th examination. In case of a tie, the student with higher age i.e., the older student shall be placed higher. In case the tied students have same date of birth i.e., same age, then the student with lower family income as per the income certificate issued shall be placed higher on the list.

(e) The total number of seats available to each board, under each course of study, shall be calculated in proportion to the total number of applications received from each board.

(f) From the board wise list, students up to 1.5 times of the number of seats available to each board shall be shortlisted for verification of candidature by the DHTE.

(g) After verification of candidature by the DHTE, the candidate shall be added into the panel of eligible students for the individual course.

(h) In case the student fails the verification, the application of the student shall be rejected and the next student in the board wise list of students shall be included in the shortlist for verification of candidature by DHTE.

(i) A course wise panel of students up to 1.5 times of the total number of seats available for a course shall be prepared by the DHTE and uploaded for approval by the High Level Committee.

(j) The High-level committee shall approve this panel and publish the panel for wide circulation and notifications shall be sent to each coaching institute and selected student on the web portal.

(k) This course wise panel shall be valid for 02 years from the date of its publication by the High-level committee.

(l) The panel shall be prepared in accordance with the reservation policy of State of Jharkhand considering each course as a unit.

(m) The inclusion of the student in the panel does not in any way guarantees his/her selection under the scheme.

(n) If the student has requisite qualification for applying into multiple courses, he/she may do so, subject to condition that, if selected by the empanelled coaching institute, the State Government shall be liable to pay the coaching fees for only one (1) course of study.

Sample Illustration: -

Assume the total number of approved beneficiaries for a course be 1000.
Assume total no. of applications received for the course be 10000.
Assume board wise break up of applicants be 6000 from JAC, 2000 from ICSE and 2000 from CBSE.

Hence the percentage share of total received applications shall be 60% from JAC and 20% for CBSE and ICSE each.
So, the total number of beneficiaries for the course shall be divided among boards in proportion of their number of applications.
Hence the number of beneficiaries shall be 600 from JAC and 200 each from ICSE ad CBSE.
Hence a panel for 1.5 times of the total no. of beneficiaries/slots available i.e. 1500 students shall be prepared.
The panel shall contain 900, 300 and 300 beneficiaries from JAC, CBSE and ICSE Boards.
These respective no. of beneficiaries shall be shortlisted based on their marks in Class 10th Examination.

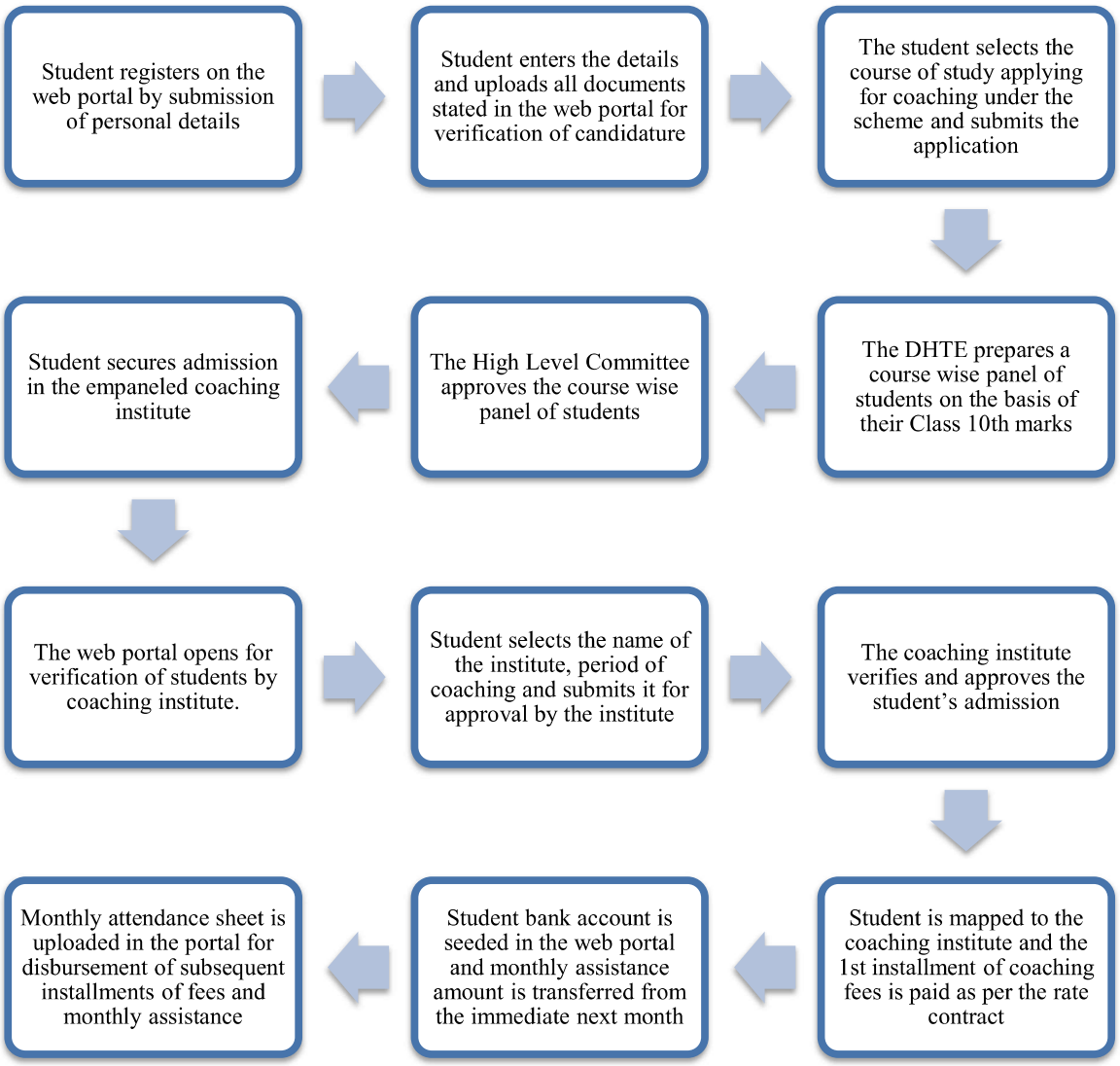
7. Selection of Students

(a) After publication of the panel, the student shall seek admission in the coaching institute of his/her choice.
(b) The web portal shall start receiving applications of students who have secured admission in the coaching institute 01 (one) day after the publication of the panel or as determine by the High-level committee.
(c) The student shall select the name of the institute under which he/she has secured admission, upload the details of his/her bank account and submit the application for verification by the coaching institute.
(d) The submitted application shall be verified and approved by the empanelled coaching institute.
(e) The selection of students against each coaching institute shall be on a first-come-first-serve basis, i.e., that the student whose admission has been verified by the coaching institute first, shall be selected as a beneficiary under the scheme, till the total number of seats allocated to each coaching institute is exhausted for a given year.
(f) After approval from coaching institute the student shall upload a bond executed on non-judicial stamp paper stating that in case the student takes any action in contravention to the provisions of this scheme, he/she shall be liable to refund the coaching fees paid by the State Government to the coaching institute.
(g) Post approval by the empanelled coaching institute, the student is mapped to the coaching institute on the web portal and the 1st instalment of coaching fees is disbursed by the disbursing bank to the empanelled coaching institute.
(h) The monthly assistance is transferred to the student from the immediate next month from the date of approval by coaching institute using Aadhaar Payments Bridge System (APBS) or any other form of DBT calculated on pro-rata basis.
(i) The payment of subsequent instalments and monthly assistance shall be as per Section 8 of the guidelines.
(j) If a student fails to secure admission during the valid period of the panel, the selection shall be deemed to have lapsed.
(k) The seats available to each coaching institute shall be filled as per reservation policy of State of Jharkhand.

8. Development of Web Portal

The web portal for the Scheme shall be developed and maintained by the disbursing bank or by an empanelled/authorised vendor/organisation on behalf of the disbursing bank. The disbursing bank shall be responsible for proper functioning of the web portal and conduct regular security audits of the portal by CERT-IN or SQTC certified labs as per the regulatory requirements. The web portal shall also adhere to the latest Guidelines for Indian Government Websites (GIGW) as modified from time to time. A Memorandum of Understanding/ Agreement in this regard shall be signed between the DHTE and the disbursing bank in this regard.

The graphical representation of the entire process is as follows: -



9. Disbursement of Subsequent Installments of Fees and Monthly Assistance to Students

(a) The coaching institute shall submit the biometric attendance/any other verifiable form of attendance for each student mapped under them every month.
(b) It shall be compulsory for the students to have minimum 75% attendance for the entire duration of the course.
(c) PMU shall scrutinize the attendance sheets uploaded by the institute and identify students who have failed to secure the required attendance.
(d) In case the student has less than 75% attendance for a month, the monthly assistance for the specific month shall not to disbursed to the student.
(e) In case the student has less than 75% attendance for any three (3) months within the period of study, the student shall submit a written explanation to the High Level Committee stating the cause for such an absence on the web portal.
(f) The High Level Committee shall decide whether the explanation is satisfactory, if not satisfied the High level Committee shall invoke the bond signed between the student and department and direct the student to deposit the entire cost of his/her coaching in the designated bank account of this scheme with the disbursing bank within the stipulated time and upload a proof of payment on the web portal.
(g) In case the student withdraws or does not attend classes in the allocated coaching institute, no subsequent disbursements of fees shall be made to the coaching institute.

10. Functional scope of Stakeholders in the web-portal

(a) Student

(i) The student shall have access to his individual dashboard on the web-based portal containing information about application status, shortlisting for verification, selection in the course wise panel, monthly attendance sheet uploaded by coaching institute, periodic fee payment to coaching institute and monthly assistance amount paid by DHTE, and feedback submission at the end of the course.
(ii) The student shall submit their bank account details on the web-portal for disbursement of monthly assistance.
(iii) The students shall submit the details of selection in the empanelled coaching institute like name of the institute and period of coaching.
(iv) The student shall be able to raise query/tickets to seek clarification on any payment/attendance discrepancy/any other query.
(v) The student shall receive regular notifications via SMS/Email for periodic fee payments by DHTE, computerized attendance sheet upload by coaching institute and payment of monthly assistance by DHTE.
(vi) The student shall be able to submit explanation for prolonged absence from coaching institute when directed by the from the High Level Committee.

(b) DHTE

(i) The DHTE shall appoint designated Nodal Officer/s for accessing the web-based portal at the Department Level.
(ii) The DHTE shall have access to its dashboard on the web-based portal containing information like coaching institute allotted for each student, monthly attendance

sheet uploaded by the coaching institute, periodic fee payment details to the coaching institute, monthly assistance amount details paid to students etc.

(iii) The DHTE shall approve and upload the course wise panel of students.

(iv) The DHTE shall upload annual performance reports and concurrent audit reports of coaching institutes.

(v) The DHTE shall approve the disbursement of subsequent instalments of fees to coaching institutes and monthly assistance to the selected students.

(vi) The DHTE shall initiate the recovery of coaching fees from students who fail to maintain requisite the level of attendance.

(c) Coaching Institute

(i) The coaching institute shall have access to its dashboard on the web-based portal containing information like details of the students admitted to the coaching institute, fee payment for each student by DHTE.

(ii) The coaching institutes shall verify the eligibility of student and approve or reject the application.

(iii) The coaching institute shall upload biometric attendance sheets/any other verifiable form of attendance for each admitted student every month.

(iv) The coaching institute shall upload final course wise selection details of each student annually.

(d) Disbursing Bank

(i) The disbursing bank shall appoint designated officer/s for accessing the web-based portal.

(ii) The disbursing bank shall develop and maintain the web-portal to its full functionality.

(iii) The disbursing bank shall ensure periodic payment of coaching institute fee as per the payment schedule provided by the coaching institute.

(iv) The disbursing bank shall ensure timely payment of monthly assistance to selected students.

(v) The disbursing Bank shall supply any form of financial information as and when required by the High Level Committee.

(vi) The disbursing Bank shall ensure the proper functioning of the web portal and provide helpdesk support for the students to resolve their grievances.

(e) Project Monitoring Unit (P.M.U)

(i) The PMU shall verify the candidature of the student applied for coaching under the scheme.

(ii) The PMU shall prepare the course wise panel of students for approval by the High Level Committee.

(iii) The PMU shall scrutinize the monthly attendance sheets of students from coaching institutes and identify the students who fail to achieve requisite attendance level.

(iv) The PMU shall monitor the financial aspects of the scheme and report any discrepancy to the High Level Committee.

11. Financial Implications of the Scheme

The annual financial implication of the scheme is given below-:

Sl. No.	Course	Maximum students to be benefited	Estimated yearly expenditure (in lakhs)
1	Engineering@Rs1,50,000 per student	3000	4500
2	Medical@Rs1,50,000 per student	2000	3000
3	CLAT (Law)@Rs75,000 per student	1000	750
4	Mass Communication@Rs50,000 per student	500	250
5	Fashion Designing / Fashion Technology@Rs50,000 per student	500	250
6	Hotel Management@Rs50,000 per student	500	250
7	CA/ICWA@Rs50,000 per student	500	250
Sub Total (1)		**8000**	**9250**
8	Monthly assistance amount @Rs 2500 per student Sub Total (2)	**8000**	**2400**
Sub Total (1+2)			**11650**
9	Contingency fund 5% Sub Total (3)		**582.50**
Total (1+2+3)			**12232.50**

Estimated expenditure for the implementation of the scheme is **Rs.1,22,32,50,000/-** (One Hundred Twenty-Two Crore Thirty-Two Lakh Fifty Thousand) per year including contingency fund of 5%. The contingency fund shall be utilized by the High Level Committee for expenses relating to the implementation of scheme like establishment of PMU, purchase of furniture, IT solutions, publicity of the scheme, expenses of concurrent auditor etc.

***The above estimation in the table is only indicative in nature and has been done for budgetary purposes only. The actual expenditure estimate will be arrived at as per the rate contract with individual coaching institutions. However, the overall annual expenditure under this scheme shall be within the total allocated budget.**

12. <u>Constitution of High Level Committee</u>

(a) The DHTE shall constitute a High-level committee to ensure oversight, monitoring, and implementation of the scheme. The following will be the members of the High-Level Committee: -

Director, Higher Education, Department of Higher & Technical Education, Government of Jharkhand	Chairperson
Director, Technical Education, Department of Higher & Technical Education, Government of Jharkhand	Vice-Chairperson
Representative from Department of Finance (Deputy Secretary or above)	Member
Representative from Cabinet Secretariat and Vigilance Department (Vigilance Section) (Deputy Secretary or above)	Member
Representative from Department of IT and E-Governance (Deputy Secretary or above)	Member
SC/ST Representative from Department of Personnel, Administrative Reforms and Rajbhasha (Deputy Secretary or above)	Member
One banking sector officers nominated by SLBC (expert from DBT field) (Manager or above) preferably from the disbursing bank	Member
Deputy Director, Higher Education, Department of Higher & Technical Education, Government of Jharkhand	Member Secretary
Special Invitees- as directed by Chairperson	

The Committee will convene quarterly or as and when directed by the Chairperson to monitor progress of the scheme and to deliberate on issues, if any regarding the smooth implementation of the Scheme.

(b) The following are the **powers and functions** of the High-Level Committee: -

(i) To monitor the overall progress of the scheme.
(ii) To approve eligibility documents, SoPs (Standard Operating Procedure), DCF (Data Capture Formats), Process Flows, Functional Requirements etc. for the scheme.
(iii) To approve the course wise panel of students eligible for benefits under the scheme.
(iv) To alter/modify the ratio of students to be shortlisted for course wise slots available.
(v) To approve all drafts of MoUs and Agreements.
(vi) To empanel concurrent auditors and decide on their period of empanelment.
(vii) To initiate periodic audits of the scheme related finances by the empanelled concurrent auditors.
(viii) To conduct periodic audits of the web portal.
(ix) To deliberate and prepare annual progress report of the scheme.
(x) To analyse scheme related finances including the yearly fund required for smooth implementation of the scheme.
(xi) To appoint the financial and disbursement authority as the signatory authority for the scheme.

(xii) To deliberate, approve and procure manpower, technological and hardware requirements pertaining to the scheme.
(xiii) To grant relaxations in the process of empanelment of the coaching institutes with proper justifications followed by preparation of final list of empanelled coaching institutes.
(xiv) To determine the number of seats to be allocated to each coaching institute for a given course of study.
(xv) To appropriate the expenditure of the contingency fund within the total fund for the scheme.
(xvi) To analyse and finalize the Annual Performance Reports of coaching institutes.
(xvii) To create and empower sub-committees for monitoring of the coaching institutes.
(xviii) To provide any information pertaining to the scheme as and when required by the High Power Monitoring Committee.
(xix) To review the list of defaulted students who fail to get requisite attendance as prepared the PMU and initiate suitable action against them.
(xx) To execute rate contract with the coaching institutes selected for empanelment after approval by the Government.
(xxi) To notify/alter/modify the dates for the application window of the web portal for receipt of applications every year.
(xxii) To prepare the final list of coaching institutes after evaluation of their proposals.
(xxiii) To alter/change/modify the period of empanelment of coaching institute.
(xxiv) Any other decision related to the smooth implementation and functioning of the scheme.

(c) Any decision taken by the High Level Committee shall be in consonance with the decision of the State Cabinet.

13. <u>High Power Monitoring Committee</u>

(a) The State Government shall constitute a High-Power Monitoring Committee under the Chairpersonship of Development Commissioner, Jharkhand for regular monitoring of the progress of the scheme.
(b) The High-Power Committee shall hold the at least 2 (two) review meetings yearly to monitor the progress of the schemes.
(c) The High Power Monitoring Committee shall have the following members: -

Development Commissioner, Jharkhand	Chairperson
Addl. Chief Secretary/Principal Secretary/Secretary, Department of Higher and Technical Education	Member
Addl. Chief Secretary/Principal Secretary/Secretary, Department of Finance	Member
Addl. Chief Secretary/Principal Secretary/Secretary, Department of Information Technology & E-Governance	Member
Addl. Chief Secretary/Principal Secretary/Secretary, Department of School Education and Literacy	Member
Addl. Chief Secretary/Principal Secretary/Secretary, Department of Labour, Employment, Training and Skill Development	Member
Representative of State Level Banking Committee (not below the rank of Deputy General Manager)	Member
Director, Higher Education, Department of Higher & Technical Education	Member Secretary

14. Selection and Empanelment of Coaching Institutes

The DHTE through the High-level committee shall prepare the final empanelment list of coaching institutes for the scheme. The detailed empanelment process is as follows: -
The empanelment of coaching institute shall be done through pre-qualification, followed by evaluation of Technical Proposals. The empanelment of coaching institute shall be done through pre-qualification followed by evaluation of technical proposals.
The technical proposals shall be submitted in the form of a notarised affidavit stating that the institute possess all the pre-qualification criteria and providing supporting documents for each criteria.

(a) Pre-Qualification Criteria

The indicative list of Pre-Qualification criteria is as below: -

Sl. No.	Eligibility Criteria	Supporting Documents
1.	The institute should be a company registered in India under the Companies Act 1956 or a partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm or Societies Registration Act or a trust registered under The Indian Trust Act 1882 or any other relevant/act of the State/UT, should be established **for at least 5 years and functional for any 3 years out of the last 5 years.**	Copy of the Registration with taxation Department /Certificate of incorporation should be submitted.
2.	Institutes should have **presence** in **more than one (1) state**	Detailed layout and building plan of the coaching centre(s)/Rent Agreement/Lease deed as applicable.
3.	Institute should have an **average enrolment of 100 students** in each course it has applied for empanelment for **any 3 years taken together out of the last 5 years.**	Admission Records of students
4.	Institute should have an **Average Annual Turnover** for **any 3 years taken together out of the last 5 years**, ending 31st March of the previous financial year of **INR 1 Crore** in the field of education.	Copy of P&L and balance sheet for past 3 years and CA certificate for the same, mentioning Average Turnover from business.
5.	Institute should have at least **10 full time faculty members** on payroll.	Undertaking could be provided stating the required, on company's letter head and is to be notarized.
6.	PAN, GST, PF and ESI Registration is mandatory.	Copy of Valid PAN, GST, PF and ESI Registration Certificates.
7.	In the event of institute submitting any false credentials, the institute shall be blacklisted for 5 (five) years.	An affidavit in this regard must be submitted on a stamp paper of Rs 100/-
8.	The institute should submit an undertaking (on non-Judicial stamp paper of Rs. 100/-, duly notarized) that it has neither been boycotted or blacklisted by any Government Institution for running coaching centres.	An affidavit in this regard must be submitted on a stamp paper of Rs 100/- duly notarized.
9.	**Institute should have an operational centre in Jharkhand or submit an undertaking to establish centre/s in Jharkhand, if empanelled under this scheme, within a period of 60 days from the date of empanelment**	**Relevant document stating existence of coaching institute in Jharkhand/ Undertaking for the same on company letter head**

Only applications with required information provided on an affidavit and supporting documents provided in the order of their serial no. mentioned above shall be considered for evaluation. The High-level committee may alter/change/modify the pre-qualification criteria for **CA-CPT only** under the Scheme and shall provide proper justification for any such alteration/change/modification.

(b) Selection Criteria

Technical Proposal (100 marks)

The technical proposals shall be evaluated based on graded marking scheme as provided below. The graded marking scheme has been clubbed together for courses based on the nature of examination, student appearing in the entrance examinations and no. of seats available in premier institutes.

(i) Engineering & Medical

Average Students Enrolled in the course applied for (20 marks)

No. of Students	Score
100	1
101-1999	One (1) additional mark for each additional 100 Students. (Maximum 19)
>=2000	20

Number of Full Time Faculty Members on Payroll (20 marks)

No. of Faculty Members	Score
10	2
11-99	One (1) additional mark for each additional 5 full time faculty members. (Maximum 19)
>=100	20

No. of years in operation (15 marks)

No. of Years	Score
3-4	5
5-7	10
>7	15

No. of States where institute's Centres are operational (15 marks)

No. of States	Score
2-4	5
5-7	10
>7	15

Average Turnover over last three financial years (15 marks)

Turnover (Cr.)	Score
1-3	1
3.01-44.99	One (1) additional mark for each Rs 3 Crore increase in Turnover. (Maximum 14)
>=45	15

Total Built Up Area of All Existing Centres (15 marks)

Area in Sq. Ft.	Score
1800-5400	5
5401-10800	10
>10800	15

(ii) CLAT& Mass. Comm. & CA-CPT

Average Students Enrolled in the course applied for (20 marks)

No. of Students	Score
100	4
101-499	One (1) additional mark for each additional 25 Students. (Maximum 19)
>=500	20

Number of Full Time Faculty Members on Payroll (20 marks)

No. of Faculty Members	Score
10	10
11-29	One (1) additional mark for each 2 additional faculty members. (Maximum 19)
>30	20

No. of years in operation (15 marks)

Years	Score
3-4	5
5-7	10
>7	15

No. of States where institute's Centres are operational (15 marks)

No. of states	Score
1-4	5
5-7	10
>7	15

Average Turnover over last three financial years (15 marks)

Turnover	Score
1	1
1.01-14.99	One (1) additional mark for each increase of Rs 1 Crore in Turnover. (Maximum 14)
>15	15

Total Built Up Area of All Existing Centres (15 marks)

Area in Sq. Ft.	Score
1800-3600	5
3601-5400	10
>5400	15

(iii) Fashion Designing & Hotel Management

Average Student Enrolled for the course applied for (20 marks)

No. of Students	Score
100	5
101-399	One (1) additional mark for each additional 20 Students. (Maximum 19)
>=400	20

Number of Full Time Faculty Members on Payroll (20 marks)

No. of Faculty Members	Score
10	10
11-19	One (1) additional mark for each additional faculty member. (Maximum 19)
>=20	20

No. of years in operation (15 marks)

Years	Score
3-4	5
5-7	10
>7	15

No. of States where institute's Centres are operational (15 marks)

No. of states	Score
2-4	5
5-7	10
>7	15

Average Turnover over last three financial years (15 marks)

Turnover (Cr.)	Score
1-3	5
3-5	10
>5	15

Total Built Up Area of All Existing Centres (15 marks)

Area in Sq. Ft.	Score
1800-3600	5
3601-5400	10
>5400	15

(c) The High-level committee shall place the course wise list of empaneled coaching institutes and their proposed fee structure for approval by the State Government. It must also submit proper justification(s) for relaxations provided in the empanelment process of coaching institutes, if any.

15. Maximum Number of Coaching Institutes

The maximum number of coaching institutes to be empanelled and the maximum number of students to be benefitted for each course of study is as follows: -

Sl. No.	Course	Maximum coaching institutes to be empanelled	Maximum students to be benefited
1.	Preparation for entrance exam related to Engineering	10	3000
2.	Preparation for entrance exam related to Medical	10	2000
3.	Preparation for entrance exam related to CLAT	5	1000
4.	Preparation for entrance exam related to Mass Communication	5	500
5.	Preparation for entrance exam related to Fashion Designing/Fashion technology	5	500
6.	Preparation for entrance exam related to Hotel Management	5	500
7.	Preparation for entrance exam related to Chartered Accountant /ICWA	5	500
Total		**45**	**8000**

16. Period of Empanelment

The coaching institutes shall be empanelled for a period **03 years**. The High-Level Committee can modify the period of empanelment, if the institute fails to perform satisfactorily in the annual review or violates any other terms of the rate contract. The High Level Committee, in case it deems fit, can extend the empanelment period by **01 year**.

17. Period of Course

The period of coaching for all the courses under the scheme shall be a minimum of **02(two) months** and a maximum of **02(two) years**.

18. Execution of Rate Contract

The High Level Committee on receiving approval for empanelment of coaching institute shall execute a separate rate contract for the course with each empanelled coaching institute. The rate contract shall contain details like the period(s) of the course, the fees to be charged by the coaching institute and maximum number of students to be allocated each year and the payment frequency for each period(s) etc.

19. Composition of Class/Section/Batch

The coaching institute may allot the students selected under this scheme to any class/batch/section as per their existing policy and procedures subject to the condition that number of the students selected under this scheme in any class/batch/section shall not be more than 50% of the total class/section/batch size. The High-level committee may relax this condition for coaching institute which do not have their centres/branches in the State of Jharkhand.

20. Yearly Review

The High-Level may conduct yearly review the performance of Coaching Institutes. The criteria for review of Institutes may as follows: -

(a) **Student Feedback (30%) -:**

Feedback will be collected for each period of empanelment from all students admitted to the coaching institute under the Scheme. The feedback of the students shall be based on parameters like: -

(i) Quality of Faculty/Teachers (Maximum Marks 0-20)
(ii) Quality of Study Material/Test Series/Practice Papers (Maximum Marks 0-20)
(iii) Quality of Infrastructure/Allied Facilities (Maximum Marks 0-20)
(iv) Effectiveness and Periodicity of Doubt Clearing Sessions (Maximum Marks 0-20)
(v) Quality and Ease of Use of Digital Learning Tools (Maximum Marks 0-20)

(b) **Success Rate (70%)**

The success rate of each coaching institute shall be calculated based on percentage of students securing admissions in Top 100 Institution in the category ranks of NIRF Rankings from the total number of students admitted under the scheme. The range of such ratio will be from 0 to 100 percent.

Success Rate	Marks (Maximum 100)
0	0
1-5	20
5-10	40
10-15	60
15-20	80
20-25	90
25-100	100

The final score shall be calculated as weighted summation of (i) and (ii).

Ex -: *A coaching institute obtains mark of (10,12,14,16,18) under the respective parameters in part (i) i.e., Student Feedback and obtains mark of (60) in part(ii) i.e., Success Rate, then the final score calculations will be as follows -:*

Summation of Feedback Scores (A) = 10+12+14+16+18 = 70/100

Score obtained from Success Rate Table (B) = 60/100

Weighted Feedback Score (C) = 0.3(A) = 21/30*

Weighted Score from Success Rate Table (D) = 0.7(B) = 42/70*

Final Score obtained by the institute (out of 100) = (C) + (D) = 63

This final score will be calculated and placed before the committee for each year of empanelment. It may be utilized by the High-Level Committee for annual performance review of the empanelled coaching institutes.

21. Internal Monitoring System

(a) The High-Level Committee constituted by the DHTE shall be in charge for overall monitoring, coordination, and smooth implementation scheme.
(b) The Project Monitoring Unit (PMU) of professional consultants shall be set up by DHTE to assist the High-level Committee in carrying out its mandated activities.
(c) The Project Monitoring Unit (PMU) shall also provide any information as and when required by the High Level Committee.
(d) A call centre shall be established under the PMU to act as a helpdesk for resolving queries of students and coaching institutes regarding the scheme.

22. Concurrent Audits

In the spirit of utmost transparency, concurrent financial audits of the scheme must be carried out by the empanelled auditors and detailed reports shall be placed before the High-Level Committee. The High-Level Committee shall analyse these reports and decide the future course of action.

23. Settlement of Legal Disputes

All disputes arising out of any provisions in this scheme shall be settled by a Court of law in Ranchi, Jharkhand.

24. Awareness and Outreach Programs for the Scheme

As the targeted beneficiaries of this scheme are meritorious students of the state from economically weaker sections, a multi-level awareness campaign and outreach program shall be conducted by all the stakeholders as well as the entire state machinery for ensuring high participation in the scheme. The non-exhaustive list of activities to be performed by the stakeholders are as follows: -

(a) Fixing of Posters and Banners with key highlights of the scheme at all schools, colleges, universities, and other Higher Education Institutions of the state.

(b) Fixing of Posters and Banners across all State Government Offices at district, subdivision, block, and panchayat level.
(c) The District Collectors/Divisional Commissioners shall be responsible for public outreach and awareness activities of the scheme in their respective districts.
(d) The DHTE shall publish advertisements regarding key highlights of the scheme in all leading newspapers of English and Hindi Language.
(e) The DHTE shall publish advertisements in Cinema Halls/Multiplexes, FM Radio Centres, Targeted YouTube channels/geo-fenced locations regarding the key highlights of the scheme.
(f) The DHTE shall request all Hon'ble Member of Legislative Assembly (MLA), Member of Parliament (M.P.) of Jharkhand to share key highlights of the scheme on their official social media accounts like Twitter, Facebook, Instagram, Koo etc.
(g) The State Government shall affix posters of the scheme on all City Transport Buses and other public transport system.
(h) All empanelled Coaching Institutes shall prominently affix posters and banners of the scheme in all their branches/offices/centres of the state.
(i) All empanelled Coaching Institutes shall make available the link of Mukhyamantri Shiksha Protsahan Yojna Portal and soft copy of the detailed guidelines of the scheme on their admission section of their website prominently display it on their website homepage.
(j) The School Education & Literacy Department shall conduct seminars/workshops/lectures by District Education Officers (D.E.O) and Block Education Officers (B.E.O) in all schools under their respective jurisdictions for spreading awareness about the scheme.

***

25. Schedule 1: Specimen of the Bond to be submitted by the student

Bond to be submitted by students securing admission under the Mukhyamantri Shiksha Protsahan Yojna

I, Mr./Ms./Miss. *(name of the student)* S/O, D/O, W/O (*select whichever applicable)* residing at *(full address of the student)* aged ____years hereby state that I have secured admission into (*name of coaching institute)* and am selected for free coaching under the Mukhyamantri Shiksha Protsahan Yojna.

I hereby declare that I shall maintain at least 75% monthly attendance during the entire course of study at (*name of coaching institute).*

I hereby declare that I shall put forward my explanation in written if I fail to maintain at least 75% monthly attendance for any 03(three) months out of my course period.

I hereby declare that the decision taken against me by the High-level committee set up by DHTE, in case of my violation of any terms and conditions of the detailed guideline shall be acceptable to me.

I hereby declare that I shall return the entire fees of coaching to the Department of Higher & Technical Education in case I fail to maintain 75% attendance monthly attendance for any 3 months out of my course period and fail to provide satisfactory explanation for my prolonged absence, as determined by the High-level committee set up by DHTE.

Place:

Date:

Signature

(Name)

(Note: It shall be mandatory to notarize the said bond on a stamp paper of value as determined by the Indian Stamp Act, 1899 and submit to the Department of Higher and Technical Education, Ranchi, Jharkhand within 30 days of admission into empanelled coaching institute.)

26. Schedule 2: Draft of the Agreement between DHTE and Disbursing Bank

AGREEMENT

This Agreement is made on this ……. day of …….. month of ……..

In between:

The Director, Higher and Technical Education duly authorized by the Government of Jharkhand in the Department of Higher and Technical Education having its office at Yojana Bhawan, Nepal House, Doranda, Ranchi-834002 and to be carried out all his successors and assignees, IN THE FIRST PART,

AND

The _____(Designation of the Person)_____, Jharkhand, (Name of the Bank)_____ (hereinafter referred to as the Disbursing Bank, which expression shall unless repugnant to its context, includes its successors and assignees) having its office at _____, for and on behalf of the Disbursing Bank and all its subsidiary Banks and branches operated in the State of Jharkhand, and duly authorized by the Board of Directors of the Disbursing Bank, in THE SECOND PART

NOW THIS INDETURE IS WITNESSETH AS FOLLOWS: -

1. **Scope and Extent: -**That on and from the date of execution of this Agreement THE SECOND PART shall become the Disbursing Bank under the Mukhyamantri Shiksha Protsahan Yojna ("Scheme") as notified and published by the FIRST PART in Jharkhand Gazette vide Notification No(s). XXX dated XX. XX. XXXX, No. XXX dated XX. XX. XXXX, No. XXX dated XX. XX. XXXX and no. XXXX dated XX. XX. XXXX

2. THE SECOND PART has been selected by THE FIRST PART for placing the fund allocated for implementation of the Scheme.

3. THE FIRST PART shall place fund on time to time with THE SECOND PART under the Scheme in a designated flexi bank account of the disbursing bank.

4. THE SECOND PART shall pay interest accrued as per the prevailing interest rate of THE SECOND PART to THE FIRST PART.

5. Development of Web Portal- The web portal for the Scheme shall be developed and maintained by the SECOND PART. The SECOND PART shall also perform the following activities under the Scheme: -
   (a) Ensure that it is hosted on the State Data Centre of Jharkhand/MeiTY Cloud Service Provider.

(b) Ensure that web portal adhere to the Guidelines for Indian Government Websites (GIGW - 2018) and is issued a Certified Quality Website (CQW) mark by SQTC, MeiTY, Government of India.
(c) Ensure periodic security audits of the web-portal by CERT-IN or STQC IT LABS empanelled auditors from time to time.
(d) Prepare the Wireframes, Functional Requirement Specifications (FRS), Software Requirement Specifications (SRS) and Business Requirement Document (BRD) document of the web portal and get the same approved by the High-level committee of the FIRST PART.
(e) Conduct load testing and performance testing of the web portal.
(f) Establish and operate toll free helpline number(s) for queries regarding the scheme or any technical issues raised by stakeholders of the scheme.
(g) Establish secured data storage facilities for storing all scheme related information.
(h) make provisions in the portal to access external APIs as and when required by the FIRST PART.

6. THE SECOND PART shall appoint designated officer/s for accessing the web-based portal.

7. THE FIRST PART shall appoint designated Nodal Officer/s for accessing the web-based portal at the Department Level.

8. THE FIRST PART shall access the web portal with a view to check KPIs of the scheme like No. of applications received, approved, rejected etc, analyse and incorporate modifications into its process or policy.

9. **Change Management:** THE SECOND PART accepts to resolve critical changes within hours and non-critical change within…… and …….... hours respectively. The categorisation of blocking and non-blocking change shall be done by THE FIRST PART.

10. **Timeline for Development of Portal:** THE SECOND PART accepts to develop the portal within ……days from the date of the signing of this agreement.

11. **Additional Cost to be charged for development of Web Portal:** THE SECOND PART accepts to develop and maintain the web portal at no additional cost from THE FIRST PART.

12. **Bug Resolution:** THE SECOND PART accepts to resolve all bugs relation to the web portal within a period of ……. hours from the time of reporting of the bug.

13. **Interpretation:** If any question arises with regard to the interpretation of any of the provisions of the Arrangement or of any directions or instructions or clarification given in connection therewith, the decision of THE FIRST PART shall be final.

14. **Supplementary and Additional Provisions:** In respect of any matter not specifically provided for in this Arrangement, THE FIRST PART through the High-level committee may make such supplementary or additional provisions or issue such instructions or clarifications as may be necessary.

15. **Confidentiality:** The term "Confidential Information" for the purpose of this clause means any information, including information created by or for the other Part, whether written or oral (which is confirmed in writing by disclosing party within 15 (fifteen) days of such oral disclosure) , which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either Part or any of its affiliates, or any client of either Part.
    a) Either part shall keep any Confidential Information with the same degree of care as it would treat its own confidential information of similar nature, which degree of care in no case shall be less than reasonable.
    b) Either part shall use the Confidential Information only for the purposes of this Agreement and not for any other purposes.
    c) Either part shall cause all its employees or agents who have been given access to the Confidential Information bound by the confidentiality obligations of this Agreement.
    d) Nothing in this Article shall prevent a Part from treating confidential information as non-confidential, if such information is:
    e) In the possession of, or was known to such Part prior to its receipt, without an obligation to maintain its confidentiality;
    f) Becomes generally known to the public without violation of this agreement by such Part;
    g) Obtained by such Part from a person
        i. Who such Part does not know to have violated, or to have obtained such information in violation of any obligation to another person or the other Party with respect to such information;
        ii. Who does not require such Party to refrain from disclosing such information;
        iii. Who has the right to disclose it, without the obligation to keep such information confidential.
    h) Independently developed by such Part without the use of confidential Information and without the participation of individuals who have had access to confidential information.
    i) Is required to be disclosed by such Party under the compulsion of law, or by order of any court or government or regulatory body to whose supervisory authority the receiving part is subject.

16. **Indemnification:** Subject to final judicial determination, THE SECOND PART hereby agrees to indemnify and hold harmless & undertakes to defend THE FIRST PART, and their respective, officers and directors, to the extent of ……., against any claim made by a third party for infringement of such third party's copyright by any deliverable of the web portal by THE FIRST PART under this Agreement. However, the indemnity obligations shall not apply to infringements caused by modifications by THE FIRST PART under this agreement or that result from any designs, specifications or other information provided by THE FIRST PART or from combination of such work with information, products or services not provided by THE SECOND PART.

17. **Consequences of breach and penalties:** In the event of breach, THE FIRST PART shall have the right to recover any direct loss, damage, or cost of hardship from THE SECOND PART caused due to the breach of the terms of this Agreement. The decision must be mutually agreed to by both the parties. Both the parties shall have recourse to arbitration in case of any dispute regarding the said determination.

18. **Force Majeure**: Except as provided herein neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the Parties, including, but not limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, THE SECOND PART shall notify promptly to THE FIRST PART in writing of such condition and the cause thereof. Unless otherwise directed by THE FIRST PART, THE SECOND PART shall continue to perform his obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19. **Arbitration:** THE FIRST PART and THE SECOND PART shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with this agreement. If, after thirty (30) days from the commencement of such informal negotiations, any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation shall resolve or settle amicably through mutual negotiation and discussions, if the dispute/disputes is not settled amicably then in that case it shall be finally decided by reference Arbitration and Conciliation Act, 1996 (including all subsequent amendments). The place of arbitration shall be Ranchi, Jharkhand. The Arbitral Award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction.

20. **Settlement of Legal Disputes:** This Agreement shall be governed by the Laws in India and Courts in Ranchi only shall have exclusive jurisdiction over matters relating to or arising from this Agreement.

21. **Intellectual Property Rights:** All Intellectual Property Rights under the agreement will belong exclusively to THE FIRST PART, except the pre-existing Intellectual Property Rights of THE SECOND PART or its subcontractors (if any), THE FIRST PART shall at all times retain all right, title and interest in and to any Intellectual Property Rights in the deliverables to be provided by THE SECOND PART under this Agreement and any modifications thereto or works derived from there except the pre-existing Intellectual Property Rights of TH SECOND PART or its subcontractors (if any), It is hereby expressly clarified that THE SECOND PART shall have no right, title or interest in or to such Intellectual Property Rights for any purpose, except the right to use, modify, enhance and operate such designs, programs,

modifications as per requirement of THE FIRST PART. THE SECOND PART shall not use such Intellectual Property for any other purpose during and after the term of the Agreement.

THE SECOND PART hereby undertakes;

a) Not to provide access to the Intellectual Property Rights of THE FIRST PART to persons other than authorized users duly notified by THE FIRST PART.
b) To ensure that all authorized users are appropriately notified of the importance of respecting the Intellectual Property Rights and that they are made aware of and undertake to abide by the terms and conditions of the Agreement.
c) Not to permit any person, other than the authorized users, to copy, duplicate, translate into any language, or in any way reproduce the Intellectual Property.
d) To effect and maintain reasonable security measures to safeguard the Intellectual Property from unauthorized access or use by any third party other than the authorized users.
e) To notify THE FIRST PART promptly of any unauthorized disclosure, use or copying of the Intellectual Property of which THE SECOND PART becomes aware.

22. IN WITNESS WHEREOF the parties have executed these presents on the day and year hereinabove written and, in the manner, hereinafter mentioned.

WITNESSESS:

1.

(Director, Higher Education)

2.

(Disbursing Bank)

27. Schedule 3: Draft of Rate Contract between DHTE and Coaching Institute

AGREEMENT

This Agreement is made on this ……. day of …….. month of ……..

In between:

The Director, Higher and Technical Education duly authorized by the Government of Jharkhand in the Department of Higher and Technical Education having its office at Yojana Bhawan, Nepal House, Doranda, Ranchi-834002 and to be carried out all his successors and assignees, IN THE FIRST PART,

AND

M/s _____ a company registered in India under the Companies Act 1956, a partnership registered under the India Partnership Act 1932, a limited liability partnership firm registered under the Societies Registration Act, a trust registered under the Indian Trust Act 1882, or any other relevant act of the State or Union Territory and having its office at_____ (hereinafter called as "Coaching Institute") IN THE SECOND PART.

WHEREAS the FIRST PART requires to empanel Coaching Institute under the MUKHYAMANTRI SHIKSHA PROTSAHAN YOJNA ("Scheme") to provide free coaching facility to students ("Coaching").

WHEREAS the SECOND PART provides coaching as per the requirement of under the Scheme and it has offered to provide such coaching as per the terms set out in the detailed guidelines of the Scheme.

BY THESE PRESENTS IT IS HEREBY AGREED AS FOLLOWS:

1. **Scope and Extent: -**That on and from the date of execution of this Agreement THE SECOND PART shall become the empanelled Coaching Institute as per the detailed guidelines made under the Scheme notified and published by the FIRST PART in Jharkhand Gazette vide Notification No(s). XXX dated XX.XX.XXXX, No. XXX dated XX.XX.XXXX, No. XXX dated XX.XX.XXXX and no. XXXX dated XX.XX.XXXX

2. The SECOND PART shall be empanelled for a period **03 years**. The FIRST PART can modify the period of empanelment, if the SECOND PART fails to perform satisfactorily in the annual review or violates any other terms of the agreement. The FIRST PART, in case it deems fit, can extend the empanelment period by **01 year**.

3. The SECOND PART has been empanelled under …… course of the Scheme and has been allocated …… seats by the FIRST PART for admitting students under the Scheme.

4. That the empanelment will be effective from the above mentioned day and date.

5. The payment of fees to the SECOND PART shall be paid quarterly or as per the payment schedule provided by it.

6. The SECOND PART may allot the students selected under this scheme to any class/batch/section as per their existing policy and procedures subject to the condition that number of the students selected under this scheme in any class/batch/section shall not be more than 50% of the total class/section/batch size. (*This clause may be relaxed by the High Level Committee*)

7. The FIRST PART may conduct yearly review of the SECOND PART as per the relevant sections in the detailed guidelines of the Scheme.

8. The period of coaching and coaching fees for the students admitted to the SECOND PART under the scheme shall be as follows: -

Period of Coaching	**Coaching Fees (inclusive of all taxes)**
(To be provided by the FIRST PART)	(To be provided by the FIRST PART)

9. The SECOND PART has been approved by the Government of Jharkhand for empanelment as a coaching institute under the Scheme.

10. The SECOND PART shall verify the eligibility of student and approve or reject the application of student under the Scheme.

11. In case of any discrepancy/unfair practice in the selection of students, it shall be the complete legal liability of the SECOND PART for any legal cases arising out of such selection.

12. The SECOND PART shall upload biometric attendance sheets/any other verifiable form of attendance for each admitted student every month.

13. The SECOND PART shall upload final course wise selection details of each student annually.

14. The SECOND PART shall be subjected to concurrent audits as per the terms of the Scheme.

15. In event of failure on the part of the SECOND PART in compliance to the terms of this agreement, the FIRST PART shall issue a show cause notice to the SECOND PART, the reply to which shall be submitted within 30 (thirty) days of issuance of such a notice. If the response of the SECOND PART is found to be unsatisfactory by the FIRST PART, it shall remove the SECOND PART from the list of empanelled coaching institutes and take appropriate actions as per the Scheme.

16. **Indemnification:** Subject to final judicial determination, THE SECOND PART hereby agrees to indemnify and hold harmless & undertakes to defend THE FIRST PART, and

their respective, officers and directors, against any claim made by a third party for infringement of such third party's copyright by any deliverable of the web portal by THE FIRST PART under this agreement. However, the indemnity obligations shall not apply to infringements caused by modifications by THE FIRST PART under this agreement or that result from any designs, specifications or other information provided by THE FIRST PART or from combination of such work with information, products or services not provided by THE SECOND PART.

17. **Force majeure**: Except as provided herein neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the Parties, including, but not limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, THE SECOND PART shall notify promptly to THE FIRST PART in writing of such condition and the cause thereof. Unless otherwise directed by THE FIRST PART, THE SECOND PART shall continue to perform his obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. **Arbitration:** THE FIRST PART and THE SECOND PART shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with this Agreement. If, after thirty (30) days from the commencement of such informal negotiations, any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation shall resolve or settle amicably through mutual negotiation and discussions, if the dispute/disputes is not settled amicably then in that case it shall be finally decided by reference Arbitration and Conciliation Act, 1996 (including all subsequent amendments). The place of arbitration shall be Ranchi. The Arbitral Award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction.

19. **Settlement of legal disputes:** This Agreement shall be governed by the Laws in India and Courts in Ranchi, Jharkhand only shall have exclusive jurisdiction over matters relating to or arising from this Agreement.

20. **Intellectual Property Rights:** All Intellectual Property Rights under the Agreement will belong exclusively to THE FIRST PART, except the pre-existing Intellectual Property Rights of THE SECOND PART or its subcontractors (if any), THE FIRST PART shall at all times retain all right, title and interest in and to any Intellectual Property Rights in the deliverables to be provided by THE SECOND PART under this Agreement and any modifications thereto or works derived from there except the pre-existing Intellectual

Property Rights of THE SECOND PART or its subcontractors (if any),. It is hereby expressly clarified that THE SECOND PART shall have no right, title or interest in or to such Intellectual Property Rights for any purpose, except the right to use, modify, enhance and operate such designs, programs, modifications as per requirement of THE FIRST PART. THE SECOND PART shall not use such Intellectual Property for any other purpose during and after the term of the Agreement.

THE SECOND PART hereby undertakes;

(i) Not to provide access to the Intellectual Property Rights of THE FIRST PART to persons other than authorized users duly notified by THE FIRST PART.
(ii) To ensure that all authorized users are appropriately notified of the importance of respecting the Intellectual Property Rights and that they are made aware of and undertake to abide by the terms and conditions of the Agreement.
(iii) Not to permit any person, other than the authorized users, to copy, duplicate, translate into any language, or in any way reproduce the Intellectual Property.
(iv) To effect and maintain reasonable security measures to safeguard the Intellectual Property from unauthorized access or use by any third party other than the authorized users.
(v) To notify THE FIRST PART promptly of any unauthorized disclosure, use or copying of the Intellectual Property of which THE SECOND PART becomes aware.

21. IN WITNESS WHEREOF the parties have executed these presents on the day and year hereinabove written and, in the manner, hereinafter mentioned.

WITNESSESS:

1.

(DHTE)

2.

-

(Coaching Institute)