

MEMORANDUM OF UNDERSTANDING (MOU)

Between

Ministry of Higher Education (MoHE)
Government of the Islamic Republic of Afghanistan

And

Jamia Millia Islamia
Okhla, New Delhi, Delhi, India

FINANCED BY

The World Bank IDA

MoU Number: MoHE/HEDP/JMI-001



Memorandum of Understanding (MOU)

The Ministry of Higher Education (MoHE) of the Islamic Republic of Afghanistan and Jamia Millia Islamia, agree to this Memorandum of Understanding (MOU) July 31st, 2016 based on 10th of Asad, 1395 in Kabul, Afghanistan.

The Memorandum of Understanding (MOU) establishes the following:

1. Article 1

Objectives of the MOU:

To establish a mutually beneficial relationship built on academic cooperation regarding the Higher Education Development Project (HEDP) related bounded scholarships. Areas of cooperation between the Ministry of Higher Education of the Islamic Republic of Afghanistan (hereafter referred to as MoHE) and the **Jamia Millia Islamia (hereafter referred to as Jamia Millia Islamia)** take in to develop academic cooperation and human resource development in the form of structured study, culminating into award of Master of Arts (Public Administration) and other disciplines for the sponsored Afghan students by the MoHE at Jamia Millia Islamia, upon mutual agreement.

2. Article 2

Forms of Cooperation:

The signing institutions agree to provide opportunity, as appropriate, for the following activities towards the completion of the objective of this MOU.

- i. Jamia Millia Islamia agrees to provide the facilities in terms of infrastructure, course material, academic and administrative support for imparting of instruction to the designated students in the best possible environment for conducive teaching and learning process at the Jamia Millia Islamia campus of New Delhi, Delhi leading up to successful award of Master's degree in respective disciplines.
- ii. The MoHE agrees to make available suitable sponsored students from Afghanistan for the duration of course at the Jamia Millia Islamia premises as per the scheduled curriculum of the institution.
- iii. There will be Joint Monitoring Group (JMG) comprising of representatives from Embassy of Afghanistan in Delhi, MoHE and



Jamia Millia Islamia who will be responsible for monitoring the progress, sustainability of course(s) and enforce mid-course correction as and when necessary on mutually acceptable basis.

3. Article 3
Scope of the MOU:

Scope of the MOU encompasses:

- a) Successful conduct of Master degree program for the period of the program for the suitable sponsored Afghan Nationals in workable batches in the fields of Public Administration and MSc. in Physics and various other disciplines as mutually agreed upon.
- b) The type, duration, eligibility and degree leading up can be modified based on future experience on mutually agreeable basis.
- c) The JMG may enhance the scope of the MOU to include other academic activities as mutually agreed.
- d) The given specific responsibilities of both the parties and financial apportionment can be reviewed by the JMG as and when required.
- e) Neither the termination, nor the expiry of the MOU will affect the validity of any agreement already arrived at/concluded/in progress pursuant to this MOU.
- f) The contact person being mentioned in the MOU will be sole representative of either party to represent them with their feedback and representation to each other to the JMG for consideration.
- g) Students may enroll in disciplines and fields of study as follows:-
Table 1: Fields of study and applicants

Discipline	Field of Study	Applicants	University	No. Applicants
MA	Public Administration	Farooq Jan	Sheikh Zaid	7
		Assadullah	Kunduz	
		Hedyatullah Haqmal	Nangarhar	
		Alam Zib	Kandahar	
		Maiwand Tasal	Parwan	
		Mohammad Mohtaj		
		Azizullah		
Total				7



- h) The exchange students will have the same rights and obligations as degree seeking students at the host institution, and they will follow the norms and regulations of the host institution.
- i) The exchanged Afghan students will remain enrolled in a full time capacity at their host institution throughout their exchange.
- j) MoHE will pay the required academic and living expense fees to the Jamia Millia Islamia so Jamia Millia Islamia can act based on the agreements in the MoU.
- k) The host institution will ensure that the students secure housing and offer personal and academic support prior to and during the semester(s) until the program completion.
- l) All other expenses other than mentioned below shall be the direct responsibility of the student concerned. These expenses include:
- i. Travel expenses (only the first arrival and the last departure)
 - ii. Medical insurance required by the host institution (dental, eye and skin care in addition to chronic diseases and pregnancy would not be covered)
 - iii. Pocket Allowance
 - iv. Passport and visa fees
 - v. Required student services fees at the host institution
 - vi. Books and academic supplies
 - vii. Administrative fees, if any
 - viii: Objective Based Learning and Student Centered Learning Certificate Program
 - ix. Hostel for the Afghan students
- m) Promote research and realize cooperative projects, giving priority to interdisciplinary works. The research conducted by the students assigned by MoHE under this memorandum shall be the property of the MoHE.



3.1 Responsibilities of Jamia Millia Islamia

- a) Jamia Millia Islamia shall enroll the graduate students introduced by MoHE with the objective of enrolling students in courses appropriate to their year and areas of study.
- b) Support reciprocity in university extension activities of common interest.
- c) Organize English language bridging programs for the assigned Afghan students in need to improve their English language proficiency. The course shall enable students to develop their English language and academic skills needed for postgraduate and higher degrees of research courses at Jamia Millia Islamia.
- d) During the course, the Jamia Millia Islamia should only approve the thesis topic that is pertinent to the development and context of Afghanistan as and when required.
- e) Formulate course curriculum as and when required.
- f) To provide equal opportunity in all academic activities to Afghan students, as far as possible, as available to Indian students.
- g) Intimate all financial liabilities to the Ministry of Higher Education, Afghanistan at least three months in advance to facilitate timely arrival of the funds at Jamia Millia Islamia and to ensure uninterrupted sustenance of the course.
- h) Provide suitable theoretical and practical facilities to the students as far as possible within the constraints of reality in the campus.
- i) Ensure availability of recreational, sports and extracurricular facilities as available in the Campus.
- j) Critically and inpatient medical facility will be taken care of through medical insurance of the students to be arranged by Jamia Millia Islamia for which necessary financial outlay will be catered for by MoHE as per this MoU. Ensure OPD Medical facility at Jamia Millia Islamia Health Centre during their stay in the campus.
- k) Facilitate consular access to the students as and when required.



- l) Ensure availability of all facilities in terms of safety, security and hygiene & sanitation to maintain good physical and mental health within the constraints of reality.
- m) Provide them collective suitable boarding and lodging with basic amenities inside the campus at par with Indian students as per the provision outlay by MoHE, Afghanistan.
- n) Jamia Millia Islamia shall organize make up classes for weak students on the felt-need of the teacher to bring them up to the desired level.
- o) Administration will make efforts to foster better understanding and relationship between Afghan and Indian students culminating into mutual respect for each other's national identity and pride.
- p) Jamia Millia Islamia will provide progress reports of each student to the MoHE at the end of each term/semester to monitor the academic progress of each student.

The results need to be sent to the following addresses:

- Embassy of the Islamic Republic of Afghanistan
5/50F, Shantipath, Chanakyapuri, New Delhi-110021
- Foreign Affairs and Scholarships Directorate
Ministry of Higher Education, Afghanistan Karte 4, Kabul,
Afghanistan

3.2 Responsibility of the MoHE:

- a) MoHE to select suitable students as per eligibility (both academic and medical) as required for the specific course.
- b) Students should be academically active to stay at Jamia Millia Islamia for the duration of the degree completion and sustain to the environment of Jamia Millia Islamia.
- c) Passport / Visa / Medical Insurance and other documents required as per the Government of India should be processed and cleared well in advance.
- d) Students should be familiar with the Indian culture, ethnic culture and should not have abhorrence to all these.
- e) Should not have any background inclination in indulging in any anti-



Indian activities.

- f) If any student indulges in (e) above or in contrast of Jamia Millia Islamia /India, he/she is bound to be expelled from Jamia Millia Islamia, prosecuted under Indian jurisdiction and may be deported back to Afghanistan after consultation with the MoHE and Embassy of I.R. of Afghanistan at New Delhi, India.
- g) Nominations, including a statement of students' academic records to date and the application forms required by Jamia Millia Islamia, shall be provided via the appropriate offices by MoHE.
- h) Monetary liability of the course will be deposited at Jamia Millia Islamia at least three months in advance from the date of receiving the invoices.
- i) It will be the liability of MoHE to get clearance from various Ministries within Afghanistan to smoothen the departure process of the students.

3.3 Commencement and Duration of the MOU:

- a) This MOU shall come into effect on the date of its signing. Changes to this MOU shall be made by mutual consent between both institutions. The basic Master degree course will be of 2 years or as per the program requirements.

3.4 Dependents:

The obligations of each party under this MOU are limited to the students with the MoHE scholarship only and do not extend to spouses or dependents. Expenses of accompanying spouses and dependents are the responsibility of the student. However, MoHE and the Jamia Millia Islamia shall facilitate the Visa with the concerned departments issuing Visa for the spouses and dependents especially for female students with family.

3.5 Number of students and their Eligibility:

- a. The number of qualified students to be pursuing their Master degree program based on the academic needs will be subject to mutual agreement between the two parties.



- b. The Master degree program will be until the course completion and will commence from July August, 2016 comprising of seven (7) students distributed in the disciplines of Master of Public Administration.
- c. It is understood that both parties will strive to designate only well-qualified individuals for participation in the program based on their academic backgrounds. All the students who have secured scholarships are active instructors at the public universities based in Afghanistan. The students, who have undergone the English language proficiency exam named APTIS in the British Council located in Kabul Afghanistan or any other approved source and who have obtained high scores shall be able to proceed with admission in the Master program of the University. However, students who have obtained lower scores shall be enrolled in the Master program of their mentioned disciplines and fields of study, has to go for the English language proficiency course arranged by Jamia Millia Islamia for the period of (two years) along with their master program.
- d. Any disruption or accretion in the subsequent years envisaged by either of the parties will be required to be discussed in the Joint Monitoring Group (JMG) in the preceding year, for remedial action as per mutual agreement.

**4. Article 4
Financial Arrangement:**

The financial agreement for the cohort of 2016 – 2018 is detailed in the annex 1.

1. The amount quoted above is for the first year of the program commencing with effect from the academic session beginning in July 2016 and ending by May 31st, 2018 which will be reviewed by JMG on mutually agreeable basis.
2. The total yearly cost of the complete course will be paid at least three months in advance by the Ministry of Higher Education, Govt. of Afghanistan after receiving the invoices.
3. The payment will be received in U.S. Dollar.
4. Any unforeseen expenditure other than what has been mentioned in the MOU out of the Jamia Millia Islamia's control will either be borne



by the student or MoHE on actual basis, depending on the expenditure.

5. Any emergent expenditure incurred by Jamia Millia Islamia on the student due to negligence or student's inability to follow rules and regulations of Jamia Millia Islamia will be reimbursed by the student himself/herself depending on the expenditure to Jamia Millia Islamia.

6. Tuition fee for extended students:

If a student is unable to finish their studies in the period of four semesters, Student will be allowed to study only one semester repeatedly only if he/she is willing to bear all the relevant costs by herself/himself.

5. Article 5 Coordination Contacts:

On behalf of the Jamia Millia Islamia University

Name: Prof. Mukesh Ranjan
Position: Coordinator- International Relations
Address: Administrative Block, Jamia Millia Islamia,
New Delhi-110025
Phone: +91 (0) 882 62 02 196
Mobile: +91 (0) 931 27 12 251
Email: mranjan@jmi.ac.in

On the Behalf of the Ministry of Higher Education, Afghanistan

Name: Dr. Elham Shaheen
Position: Director of Foreign Affairs and Scholarships Directorate
Ministry of Higher Education, Karete Chahar, Kabul,
Afghanistan
Phone: +93 (0) 20 250 03 24
Mobile: +93 (0) 77 742 82 42
Email: elhamshaheen@gmail.com



**6. Article 6
General:**

6.1 Amendments:

No alteration, variation, addition, renewal or agreed cancellation of this MOU shall be of any force or effect unless reduced to writing as an addendum to this MOU and signed by the Parties or their duly authorized signatories.

6.2 Termination of MOU

This MOU shall be effective on and after the date of its signing by the authorized representatives of the two parties and remain in force for the period agreed upon. On the anniversary of the MOU, Jamia Millia Islamia will submit a brief report indicating any imbalances in student numbers and/or other issues or programs. This MOU may be extended, with the written consent of both the parties, for a period beyond its original date of expiry. Either party may terminate this MOU any time by serving written notice to the other party. Such termination will take effect six months from the date that written notice and will not affect the currently enrolled students.

6.3 Dispute Resolution:

The Parties agree that any disputes, disagreements, issues or complaints that may arise from the execution or interpretation of this MOU shall be resolved amicably by mutual consultation. In case such resolution is not possible, then the unresolved dispute or difference shall be referred to a committee consisting of two members from each party appointed by their Heads of the organization, and the decision of the committee shall be binding upon both the parties.

Provided, however, any party aggrieved by such decision may make a further reference for setting aside or revision of the decision to the Ministry of Higher Education, Afghanistan, the Vice Chancellor, Jamia Millia Islamia, whose decision shall bind the parties finally and conclusively.



6.4 Applicable Law and Jurisdiction:

The Parties choose their addresses mentioned on the front page of this MOU as their respective domicile for purposes of any notices or legal process that may be served in terms of this MOU. All question disputes or differences arising under out of or in connection with the MOU shall be governed by the Indian Laws, both procedural and substantive and shall be subject to exclusive jurisdiction of Courts at New Delhi.

6.5 Third Party Beneficiary Rights:

The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

6.6 Participation in Similar Activities:

This MOU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

6.7 Confidentiality

The parties to this Memorandum of Understanding undertake to treat as "confidential and privileged" information of the other institution which is so classified in advance. The terms of confidentiality and mode of disclosure shall be as per mutually acceptable terms.

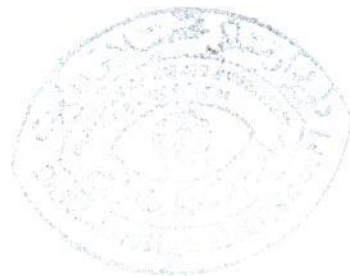


6.8 Ratification

This Memorandum of Understanding shall require the ratification of the competent academic / executive body of both the institutions.

6.9 Legally Binding

The parties agree that this Memorandum of Understanding shall enter into force on the basis of goodwill and shall have no legal binding.




**7. Article 7
Signatures**

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

This MoU was signed on July 31st, 2016 based on 10th of Asad, 1395 in Kabul, Afghanistan, two original copies in English and Dari languages, and both copies have equal validation.

Duly authorized to sign on behalf of
the MoHE of the Islamic Republic of
Afghanistan

Signature



Prof. Farida Momand

Minister of MoHE

Date: _____

Duly authorized to sign on behalf
of Jamia Millia Islamia

Signature




Prof. Talat Ahmad

Vice Chancellor

Date: _____

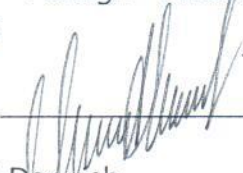
AS WITNESSES: -

1.



Dr. Elham Shaheen
Director of Foreign Affairs and
Scholarships

2.



Noor Ahmad Darwish
Director of Higher Education
Development Project

1.



Prof. Shahid Ashraf
Registrar, Jamia Millia Islamia

2.



Mr. Sanjay Kumar
Finance Officer, Jamia Millia Islamia



Annex 1: Jamia Millia Islamia University - MoHE MoU Total Estimated Cost Breakdown

Year One = 12 Months (1st July 2016 - 30th June 2017)

No.	Applicant Name	Fields	Tuition Fee	Registration and Enrollment Fees	Bursary		Food Allowance		Accommodation		Medical Insurance	Books	English Bridging Course	Trip to India	Total
					Per Month	Total	Per Month	Total	Monthly	Total					
1	Farooq Jan		\$1,500.00	\$280.00	\$100.00	\$1,200.00	\$100.00	\$1,200.00	\$100.00	\$1,200.00	\$100.00	\$350.00	\$452.00	\$300.00	\$6,582.00
2	Assadullah		\$1,500.00	\$280.00	\$100.00	\$1,200.00	\$100.00	\$1,200.00	\$100.00	\$1,200.00	\$100.00	\$350.00	\$452.00	\$300.00	\$6,582.00
3	Hedyatullah Haqmal		\$1,500.00	\$280.00	\$100.00	\$1,200.00	\$100.00	\$1,200.00	\$100.00	\$1,200.00	\$100.00	\$350.00	\$452.00	\$300.00	\$6,582.00
4	Alam Zib	MPA	\$1,500.00	\$280.00	\$100.00	\$1,200.00	\$100.00	\$1,200.00	\$100.00	\$1,200.00	\$100.00	\$350.00	\$452.00	\$300.00	\$6,582.00
5	Maiwand Tasal		\$1,500.00	\$280.00	\$100.00	\$1,200.00	\$100.00	\$1,200.00	\$100.00	\$1,200.00	\$100.00	\$350.00	\$452.00	\$300.00	\$6,582.00
6	Mohammad Mohtaj		\$1,500.00	\$280.00	\$100.00	\$1,200.00	\$100.00	\$1,200.00	\$100.00	\$1,200.00	\$100.00	\$350.00	\$452.00	\$300.00	\$6,582.00
7	Azizullah		\$1,500.00	\$280.00	\$100.00	\$1,200.00	\$100.00	\$1,200.00	\$100.00	\$1,200.00	\$100.00	\$350.00	\$452.00	\$300.00	\$6,582.00
														Total Year One	\$46,074.00

Year Two = 11 Months (1st July 2017 - 31st May 2017)

No.	Applicant Name	Fields	Tuition Fee	Registration and Enrollment Fees	Bursary		Food Allowance		Accommodation		Medical Insurance	Books	English Bridging Course	Trip to Afghanistan	Total
					Per Month	Total	Per Month	Total	Monthly	Total					
1	Farooq Jan		\$1,500.00	\$180.00	\$100.00	\$1,100.00	\$100.00	\$1,100.00	\$100.00	\$1,100.00	\$100.00	\$350.00	\$0.00	\$300.00	\$5,730.00
2	Assadullah		\$1,500.00	\$180.00	\$100.00	\$1,100.00	\$100.00	\$1,100.00	\$100.00	\$1,100.00	\$100.00	\$350.00	\$0.00	\$300.00	\$5,730.00
3	Hedyatullah Haqmal		\$1,500.00	\$180.00	\$100.00	\$1,100.00	\$100.00	\$1,100.00	\$100.00	\$1,100.00	\$100.00	\$350.00	\$0.00	\$300.00	\$5,730.00
4	Alam Zib	MPA	\$1,500.00	\$180.00	\$100.00	\$1,100.00	\$100.00	\$1,100.00	\$100.00	\$1,100.00	\$100.00	\$350.00	\$0.00	\$300.00	\$5,730.00
5	Maiwand Tasal		\$1,500.00	\$180.00	\$100.00	\$1,100.00	\$100.00	\$1,100.00	\$100.00	\$1,100.00	\$100.00	\$350.00	\$0.00	\$300.00	\$5,730.00
6	Mohammad Mohtaj		\$1,500.00	\$180.00	\$100.00	\$1,100.00	\$100.00	\$1,100.00	\$100.00	\$1,100.00	\$100.00	\$350.00	\$0.00	\$300.00	\$5,730.00
7	Azizullah		\$1,500.00	\$180.00	\$100.00	\$1,100.00	\$100.00	\$1,100.00	\$100.00	\$1,100.00	\$100.00	\$350.00	\$0.00	\$300.00	\$5,730.00
														Total Year Two	\$40,110.00

Grand Total	\$86,184.00
Average Cost per student	\$12,312.00

