IICA PARTNERSHIP GUIDELINES

INTRODUCTION:

1. Identification and Assessment of Partnering needs:

IICA operates with its various schools and centres and addresses to the discipline of corporate affairs focussing the key issues of corporate law and regulation, corporate governance, competition and market regulation, corporate finance, CSR and sustainable development, business innovation, e-governance, MSME etc. The schools/centres are independently engaged in capacity building, research and advocacy focussed activities by engaging researchers and professionals. In order to augment the scale of operations, outreach and resource mobilisation, the proposition of partnering with the other organisations and institutions could be a lucrative option. The institution may look out for partnering in some specific areas while addressing to the following key questions:

1. What are the reasons driving the idea of initiating a partnership?
2. What are the specific needs and aims of the vertical?
3. Is a partnership the best way of responding to these needs and objectives?
4. Would partnership be beneficial for addressing to the mandate of the vertical
5. Will partnership deliver a long term positive impact on key issues of concern such as financial sustainability, reputation of the institution etc.

2. Defining and Scoping Partnership

A. DEFINITION: For the purpose of this policy a partnership is defined as a commercial relationship on profit (Net) sharing basis with an organisation or institution, for profit or not for profit in nature, for engagement in collaborative activities related to capacity building, research, consultancy services and/or advocacy based on quantifiable deliverables.

B. SCOPE:
The scope of partnership will be across the following categories of partners:

1. Nature of Institution:

   1.1 Academic &Research Institutions/ Consultancy Firms/Chambers of Commerce as Knowledge Partners
   1.2. Training Institutes / Companies /Platforms/Portals in for profit or not for profit category as Up scaling Training Partners.
2. **Function of Institution:**
Partnership could be based on the following function and shall involve financially self-sustainable collaborative activities related to capacity building and training of professionals on Net Revenue sharing basis

2.1 Jointly conducting short term/long term capacity building and training of corporate professionals.

2.2 Jointly conducting collaborative consultancy, advisory, advocacy and research based activity/programs.

**C. EXCLUSION:** The guidelines would not apply to Government Departments/organisations/Institutions, think tanks, International educational/advocacy institutions, National Institutions of repute (public or private). The partnership arrangements will such institutions would be referred to the Academic Committee of IICA for the development of a suitable partnership framework.

3. **Partnerships (Partners) as different from Procurement Relationships (Vendors)**
The institute will treat partnership arrangements as distinct from procurement relationships. For the purpose of the guidelines the procurement agreements/relationships will be based on the commercial principle of exchange of goods or services for a monetary compensation. It will serve the purpose, from a business sector entity’s perspective, of financial gain, and must result from processes that are fair, transparent and competitive for the entire business community. Whereas the partnership as referred in the guidelines will be based on the pursuit of common objectives with the engagement of common resources for a pre-defined activity(s) for an outcome of financial and reputational in nature. Partnerships will be non-exclusive and will be open to multiple partners at any time at the discretion of IICA.

4. **Objectives of the partnership guidelines:**
The objectives of the guidelines are:

A. To assist IICA as well as the partners better define the framework of partnership.

B. To provide for building on previous experiences and emphasize the need for a well thought off, more proactive and efficient monitoring approach to governing partnerships within the partnership framework of IICA.

C. To provide a better governance mechanism for ensuring the engagement of right partner, effective due diligence, performance of roles and responsibilities of both IICA & the partner.
D. To provide for a framework for converting weakness into opportunity and strength in a synergistic manner for both the institutions rather than just using it as a vehicle for abdication.

E. The guidelines should be read together with the IICA EOI for seeking partners.

5. Partnership Governance Framework:

IICA will operate with the following set of rules for the purpose of governance of partnership model for conducting various collaborative activities:

1. **Partnership Proposals:** The proposals for the partnership will be invited on various domain specific areas relating to the mandate of schools/centres. The specific areas of collaboration will be identified by respective verticals based on needs.
   1.1 The said needs would first be identified and discussed at Academic Committee of IICA for a wider consultation and accumulation of wisdom on the subject for final recommendation to be included in form of an EOI.
   1.2 The proposals will strictly be invited through an EOI to be floated in pursuance to the guidelines of GOI. The EOI so floated will be an open EOI in terms of deadline and the proposals received till 20th of every month will be considered for evaluation by Academic Committee.
   1.3 The applicant institution will be required to submit the proposal in the due format as provided in the EOI document with enough documentary evidence of their plan, past set of activities, financial statements (last 3 years), annual report, existing collaborations and partners, strength of faculty and manpower and any other document for providing inputs to the parameters as mentioned in the Evaluation Matrix as per Annexure-I of the guidelines. In addition the applicant institution may be required to submit any other information / document as may be decided relevant by the Academic Committee in this regard for the judgement of the suitability of the partner.

2. **Evaluation of the Proposals:**

2.1 All proposals received will be reviewed by the Academic Committee with all possible due diligence. The review process will require consideration of the collaboration program proposal, strength of the proposal / institution, credibility-integrity-tract record of the applicant /institution. For the purpose of ensuring an objective evaluation of the applicant institutions, an Evaluation Matrix would be used for assigning the scores on various parameters as referred in Annexure I of the guidelines.

2.2 Academic Committee while reviewing the proposals would, in addition to the proposal and the documentary evidences for supporting the evaluation matrix
as mentioned above, shall also provide due consideration of the qualitative aspects related to the applicant institution such as (but not limited to) soundness of the program proposal, proposed timelines, uniqueness of the programs suggested, quality of the resource persons, credibility in the market, reputation, past experience with the applicant institution, any conflict of interest etc.

2.3 For the purpose of review of the application the Academic Committee may invite the representatives of the organisation for the presentation of the proposition/program agenda/clarification on any of the issue related to the mentioned guiding principles as referred to above or for any other clarification or supplementary information or document.

2.4 After reviewing the application based on Evaluation Matrix and the presentation for necessary due diligence, the Academic Committee may recommend the partner(s) for the consideration of DG & CEO for seeking administrative approvals.

3. Partnership Implementation Agreement:

3.1 After the administrative approvals, IICA and the selected partner will execute a Partnership Implementation Agreement (PIA) for a period of 1 year from the date of signing, further extendable based on satisfactory performance. On behalf of IICA, the concerned Head of School/Centre would be signing the PIA.

3.2 The Academic Committee will ensure that the PIA must clearly speak about the agree plan of action, timelines, deliverables, roles and responsibility of both the institutions, financial arrangements, payment terms, IPR and agreed logo usage policy, reporting and review mechanism, conditions for breach of partnership etc.

3.3 Academic Committee will also ensure that the selected partner entering into the PIA also undertakes adherence to the following conditions to be mentioned as part of the partnership implementation agreement:

- 3.3.1 The partner shall strictly follow the approach and methodology as stipulated in the IICA Way of Learning as enclosed.
- 3.3.2 That the partner strictly follow the proposed program schedule with stipulated timelines
- 3.3.3 The partner does not engage with hiring any faculty, venue or usage of IICA Logo without prior approvals of the Academic Committee
- 3.3.4 The partner does not incur any expense on any program without prior approval of IICA.
- 3.3.5 The partner does not use IICA logo on their website or programs other than the collaborative programs. The usage of the logo should be ensured in a manner which should clearly depict that it is a program of IICA in partnership with the said partner.
3.3.6 The partner does resort to high level of ethics and integrity while referring to IICA or its logo on its website or any of the printed or digital collateral so that the information should not be misleading or misrepresentation of the facts of partnership.

3.3.7 The partner develops and decides the program calendar, timelines, study material, marketing collateral, program price jointly with the respective vertical with the approval of the Academic Committee.

3.3.8 The partner does not claim any Intellectual Property Rights on the study material developed for the program. The IPRs for such content will remain with IICA.

3.3.9 The partner does not publish any material or information with media without prior approval from IICA.

3.3.10 The partner sufficiently engages maximum possible IICA faculty as resource persons for the conceived program under partnership at a rate decided by IICA.

3.3.11 The partner undertakes the marketing of the program solely and submits the periodic progress report.

3.3.12 The partner ensures sufficient number of nominations to the program for ensuring self-sustainability of the program and sufficient net revenue generation to IICA.

3.3.13 The partner will not create any separate website/online presence and existing IICA’s website and social profile will be used for branding and marketing of joint programs.

3.3.14 The partner does not collect any fee for any program from the participants or nominating organisation. The program related revenue / fees / sponsorships etc will have to be ensured to be collected by IICA in its official account.

3.3.15 The partner has to ensure the payment of usage of IICA facilities such as class rooms, board room, boarding and lodging facility at applicable approved rates if the program is conducted at IICA campus.

3.3.16 A faculty member from IICA shall act as Program Director or Co-Program Director, as mutually agreeable. The designated faculty member shall remain responsible for ensuring adherence to the approved guidelines.

3.3.17 The partner ensured capturing the feedback of the participants of the program as per the guidelines and framework used at IICA.

3.3.18 The certificate to participants shall be issued by IICA with mention of partner association as running text in the certificate.

3.3.19 The financial arrangement between IICA and partner agency would be as under:
Equal surplus sharing or 15% of total revenue, whichever is higher shall be retained by IICA.

IICA charges towards faculty, boarding, lodging and classroom would be extra as per IICA approved rates, wherever applicable, as mentioned below:

| Lodging charges (per person per night) | Rs. 2,000 plus taxes – Single Occupancy |
|                                       | Rs. 2,500 plus taxes – Double Occupancy |
|                                       | Rs. 3,000 plus taxes – Triple Occupancy |
| Boarding charges (per person per day)  | Rs. 1,200 plus taxes – Morning Tea, Breakfast, Lunch, Evening Tea with snacks and Dinner |
|                                       | Rs. 800 plus taxes – Two times Tea with Cookies + breakfast + lunch/dinner |
|                                       | Rs. 150 plus taxes – High Tea |
| Classroom (per day)                   | Rs. 8,000 – 60 seater classroom |
|                                       | Rs. 5,000 – other classroom |
|                                       | Rs. 15,000 – Auditorium |
| Faculty Honararium                    | As per standard approved rate for the program |
| Other Expenses                        | As per actual |

Complete payment to be received by IICA.

Release of payment to partner agency within 45 days of total payment receipt by IICA, failing which IICA shall pay penal interest @ 1% per month to partner agency.

3.3.20 The above financial models mentioned at 3.3.19 are applicable with reference to class room based face to face programs. For conducting online programs in partnership framework, a higher Net Revenue for IICA may be decided by Academic Committee.

3.3.21 The partner will have to be ethical and transparent in all operations related to the partnership implementation agreement and will have to adhere to the reporting practices as decided by the Academic Committee ongoing basis.

3.3.22 The partner will resolve disputes (if any) through mediation, failing which the decision of DG & CEO, IICA would be considered final. The partnership will be subject to termination on account of non adherence to any of the conditions laid down above from 3.1 to 3.3.22 above on recommendation of Academic Committee.
4. Partnership Monitoring

4.1 Academic Committee will periodically (six monthly) review the selected partners. The performance could be monitored on key parameters of programs delivered, participants enrolled, feedback status, Gross and Net Revenue generated, Share of IICA in Net Revenue.

4.2 For the purpose of periodic monitoring and evaluation of the partnership agreements executed, the Academic Committee will be entrusted with the following roles in this regard:

A. Ensuring proper control and monitoring systems on conceiving and executing and the progress of the program calendar with timelines and adherence to various conditions of the partnership agreement as laid down vide point 3 above for ensuring the reputation of IICA and profitability to the institution.

B. Take periodic self-audit reports from the partners on status of the agreed plan and the programs in progress.

C. Ensuring the control of IICA in receiving the revenue / fee for the programs directly in its accounts from all the participants. The provisions for the GST and other applicable taxes are being complied with by the partner.

D. Ensure a complete engagement of the IICA and the respective school and centre with the partner and the program with reference to engagement of IICA faculty in teaching for sufficient number of hours, control over marketing and delivery related activities.

E. To exercise due controls on the IPR, logo, media coverage, digital coverage and related issues.

F. To review the performance of each selected partner every six months of Engagement.

G. To issue show cause/recommend removal of partners immediately after six monthly review for the approval of the competent authority. Said removal could be recommended in case of non-adherence to the conditions as laid down in the partnership agreement or non-satisfactory performance by the partner.

5. Policy for usage of IICA Logo: The following general principles apply to the use of the IICA name, including its acronym and emblem, and of the IICA name and logo by the partner in the context of a partnership:

5.1 The use of the IICA name, including its acronym and emblem, in an unmodified or modified form will be authorized to be used by the partner only with reference to the programs / activities agreed within the MOU / IA.

5.2 The use of the IICA name and logo by a partner in an unmodified or modified form is not authorized to be used on any other program or activity of the partner which does not fall in the ambit of the partnership agreement.
5.3 Any other usage of IICA Name or Logo by the partner for using it in a manner which remains beyond the partnership agreement terms and conditions and create misrepresentation of facts would lead to dissociation of partnership.
Annexure 1:

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<thead>
<tr>
<th>Sr. No</th>
<th>Technical Evaluation Partners</th>
<th>Criteria</th>
<th>Tick the applicable option</th>
<th>Page Nos of supporting documents</th>
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<tbody>
<tr>
<td>1</td>
<td>Years of existance / operations of the Organisation</td>
<td>10 &amp; Above</td>
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<td>2</td>
<td>No. of Regular Employees of the Organisation</td>
<td>50 &amp; Above</td>
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<td>25 &amp; above</td>
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<td>3</td>
<td>No. of Short/Medium/Long term programme conducted so far</td>
<td>250 &amp; Above</td>
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<td>No. of Trainees Trained so far</td>
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<td>5</td>
<td>Faculty strength as Regular / Empannelled Basis</td>
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<td>Less than 25</td>
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<td>6</td>
<td>Average Revenue from Training Programmes during last three financial years</td>
<td>5 Cr &amp; Above</td>
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<td>7</td>
<td>Existing Tie-ups and collaborations for Training Programmes</td>
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<td>8</td>
<td>PAN India Coverage of Training Programme Delivery (No. of States)</td>
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> Applicants should attach relevant documents in support of their choice of options above.
> Only shortlisted/eligible applicants in technical evaluation (Phase-I) will be called for presentation (Phase-II) before Academic Committee of IICA.