

MEMORANDUM OF UNDERSTANDING (MOU)

This Agreement is made on this day of 4th December 2010 (date in words Fourth December Two Thousand and Ten) at New Delhi

BETWEEN

Ministry of Minority Affairs (MoMA), Government of India, through its Jt. Secretary herein after referred to as "Client" (which expression shall, unless repugnant to the context or meaning, thereof, be deemed to include his heirs, executors, administrators and assignees) of the one part

AND

National Productivity Council of India, a society registered under the Societies Registration Act, 1860, having head office located at Utpadakta Bhavan, 5-6 Institutional Area, Lodi Road, New Delhi – 110003 represented by its Secretary, herein after referred to as "NPC" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, administrators and assignees of the other part.

WHEREAS NPC had given a proposal for National Level Monitoring of Schemes of MoMA and the Client requires NPC to provide the services as defined under Clause 1 (Deliverables) on behalf of the Client:

AND WHEREAS the NPC has agreed to provide the Services on the terms and conditions set out in this agreement.

Now, this agreement witnesseth and it is hereby agreed by and between the parties hereto as follows:-

1.0 DELIVERABLES by NPC

NPC will monitor the various schemes of the Ministry of Minority Affairs (MoMA) as per the following:

- 1.1 NPC will select 150 National level Monitors (NLMs) – 90 NLMs for monitoring of multi-sectoral development programme for 90 minority concentration districts and remaining 60 NLMs for monitoring of other schemes of the Ministry of Minority Affairs and its organizations in non-MSDP districts.
- 1.2 NPC will provide training to National level monitors (NLMs) on how to monitor the schemes.
- 1.3 NPC will design the monitoring proformas for the various schemes for use by NLMs and also the quarterly MIS proforma with the active participation of the Ministry of Minority Affairs.
- 1.4 NPC will monitor the various schemes (as per Para 20 given below) through a network of the above selected 150 NLMs and NPC will undertake random checking of the work done by NLMs on sample basis through NPC Consultants/MoMA officials.
- 1.5 NPC will distribute remuneration/TA etc. to NLMs on regular basis and Ministry of Minority Affairs will release advance money in lump sum to NPC.
- 1.6 NPC will send a summary report of parameters monitored on half yearly basis and make a power point presentation on this basic findings.
- 1.7 VIP references/Complaints received by MoMA may be referred to NPC which in turn will be passed on to the concerned NLM. The NLMs will look into these complaints and report their findings to NPC.
- 1.8 The date of signing of MoU will be taken as the Zero date.

2.0 LIST OF VARIOUS SCHEMES TO BE MONITORED

- 2.1 Scheme of multi-sectoral development programme (MSDP)
- 2.2 Free coaching and allied scheme for the candidates belonging to minority communities.
- 2.3 Scheme of Merit-cum-means based scholarships to students belonging to the minority communities.
- 2.4 Scheme of Pre-matric scholarship for students belonging to the minority communities.
- 2.5 Scheme of Post-matric Scholarship for students belonging to the minority communities.
- 2.6 Schemes of Maulana Azad Education Foundation (MAEF), National Minority Development & Finance Corporation (NMDFC), and Central Wakf Council (CWC).
- 2.7 Any other Scheme to be stipulated by the MoMA
- 2.8 Items can be added/deleted with mutual consent by both the parties.

3.0 METHODOLOGY

The broad methodology for the monitoring programme will be as below:

3.1 NPC will set up a dedicated cell for the effective implementation of the terms of reference. The cell will consist of a team of NPC consultants, support staff and external resource persons with the necessary infrastructure facilities.

3.2 The core team of NPC consultants will have extensive interactions with the Ministry to have in-depth understanding of the functioning of various schemes to be monitored.

3.3 Ministry of Minority Affairs will constitute a steering committee where NPC may be one of the members. The steering committee will meet at regular intervals. The various monitoring Proformas will be designed with the active participation of the Ministry of Minority affairs. The steering committee will finalize these proformas for monitoring of the various schemes.

3.4 The total selection process of NLMs will be carried out by NPC with the approval of the Steering Committee. One member of the selection committee will be from MoMA.

3.5 Initial training programme about the monitoring of the schemes (orientation cum training work shop) had been organized at Delhi for the NLMs by NPC/MoMA during the first phase of the Project. Review will be done at regular intervals and, if required, further training will be given to NLMs.

3.6 Remuneration, TA etc. to NLMs will be paid by NPC at the rates as approved by the Ministry of Minority Affairs.

3.7 NPC will undertake the random checking of the work done by NLMs on sampling basis to authenticate the data/information given by NLMs through NPC consultants/MoMA officials.

3.8 Data would be thoroughly analyzed. Half yearly MIS report will be prepared and submitted to the Ministry of Minority Affairs.

4.0 STEERING COMMITTEE

The Steering Committee will consist of eight members as per follows:

- I. Jt. Secretary, MoMA – Chairman of the Committee
- II. Dy. Secretary, MoMA
- III. Under Secretary, MoMA – Convener

- IV. Dy. Director General, NPC
- V. Group Head (ES & SS), NPC
- VI. Technical Director, NIC
- VII. One member, Central Statistical Organization (CSO)
- VIII. One member, National Sample Survey Organization (NSSO)

5.0 FINANCIAL TERMS

5.1 NPC will charge an amount of **Rs. 24.90 lakhs** per year as institutional fee per annum towards cost of monitoring of the various schemes. The year will commence from the date of signing the MoU.

5.2 Service Tax will be charged extra on the above amount as per the Government rates applicable.

5.3 An amount upto Rs. 7.0 Lakhs per year subject to actual will be paid to NPC by MoMA towards the cost of hiring of external resource persons.

5.4 An amount upto Rs. 3.0 Lakhs per year subject to actual will be paid by MoMA to NPC towards expenses related to the travel, board & lodge, local conveyance, incidental costs, etc., of NPC consultants for outstation visits.

5.5 Apart from the above, all the expenses related to the following heads incurred by NPC shall be reimbursed to NPC by MoMA at regular intervals on actual basis. Sufficient advance will also be released to meet the below mentioned expenses.

a) Cost of the Advertisements and other Expenses related to the Selection Process of NLMs.

b) Expenses related to the training (and also the periodic refresher trainings, if required) of NLMs including cost of travel, board & Lodge and Local conveyance of the NPC team, resource persons and NLMs. Also all costs towards hiring of conference hall, audio-visual aids, cost of food, hiring of resource persons etc.

c) All kinds of payments to the NLMs including remuneration cost of travel, board & lodge and Local conveyance etc.

6.0 TIME LINE OF THE STUDY

6.1. NPC will start deploying NLMs for the first half year immediately after the signing of MoU. Deployment will be completed in 2 months time with extension of 2 weeks time. However, the deadline of deployment shall be the 90th day from the starting date of deployment.

6.2 Submission of reports by all NLMs will be within 30 days from the date of deployment.

6.3 Data entry and analysis will be carried out simultaneously by the MoMA Cell of NPC and will be completed within 4-5 months from the start of the deployment of NLMs. Summary Draft Report containing the details from all the NLM District reports will be submitted within six month from the date of signing MoU for the first phase. Similarly, second phase study also will be scheduled and completed.

7. PAYMENT TERMS & CONDITIONS

7.1 The amount of Rs. 24.90 lakh plus Service tax (as per clauses 5.1 and 5.2) will be paid to NPC by the Ministry of Minority Affairs may be released in two equal installments in a six monthly basis. The first installment of Rs. 12.45 lakh plus service tax will be released on signing of MOU. In subsequently, this amount will be released after six months.

7.2 The amount upto Rs. 10.00 lakh (as per clause 5.3 and clause 5.4) will be paid to NPC by the Ministry of Minority Affairs in two installments. The first installment of Rs. 5.0 lakh will be released within one month of signing of MoU. Subsequent payments will be released subject to actual on rendering of account of the money released earlier.

7.3 For the payment towards NLMs expenses as per Clauses 5.5 (a), 5.5 (b) and 5.5(c), Ministry of Minority Affairs will release an initial lump sum payment of Rs.30 lakhs to NPC on signing of MoU. Subsequent payment(s) will be released subject to actual on rendering of account of the money released earlier to NLMs.

8.0 ADMINISTRATION

8.1 The Scheme will be administered by NPC. The Nodal Officer from the Client side will be Dy. Secretary (PP), Ministry of Minority Affairs, Government of India. The nodal officer will be responsible for providing overall coordination on the assignment, for receiving invoices, for payment approving invoices. He shall nominate a team of officers as counterpart team who will provide NPC with information that is necessary/relevant for the assignment and that is available with the department, facilitate field visits, provide assistance, if required, in fixing up meetings with officer, Officials and other stakeholders to generally facilitate the assignment.

8.2 From NPC side Group Head (Economic Services) will be the Single Point of contact. All communications with respect to the assignment should be directed to him. He shall be responsible for the overall quality control for the assignment, for submission of invoices, for payment and for overall completion of the assignment as per agreed terms and conditions of the agreement.

9.0 INFORMATION TO BE PROVIDED BY CLIENT

9.1 The Client shall provide or arrange access to all necessary information for conduct of Services. This shall include all information and data regarding the various schemes to be monitored.

9.2 The Client shall be responsible for identifying and providing necessary information regarding key individuals/agencies to be contacted and facilitating necessary meetings and field visits.

10. PERFORMANCE STANDARD

NPC undertakes to perform the Services and Standard timely delivery of outcomes with the highest standards of professional and ethical competence and integrity. NPC shall promptly replace any employees assigned under this Agreement that the Client considers unsatisfactory and undeserving for the services.

11. CONFIDENTIALITY

NPC shall not disclose any proprietary or confidential information relating to the Services or the Client's business or operations without the prior written consent of the Client.

12. OWNERSHIP OF MATERIAL

Any studies, reports or other material, graphic, software or otherwise, prepared by the NPC for the Client under this Agreement shall belong to and remain the property of the Client. NPC may retain a copy of such documents and software with proper confidentiality.

13. TERMINATION OF CONTRACT

13.1 Without prejudice to the succeeding provision of this clause, the Agreement shall terminate after the NPC has rendered all the services to the satisfaction of the Client, the same are accepted by the Client and all payments due under this Agreement have been made by the client.

13.2 During the currency of the agreement if the Client decides that Services of NPC are no longer required, the fees due up to that stage and expenses incurred till the expiry of the notice period, as mutually agreed, will be payable to the NPC as per the terms and conditions of the agreement.

13.3 Any act on the part of the parties after termination of the Agreement by way of communication, correspondence, etc., shall not be construed as an extension or revival of validity of this Agreement. In the event of early termination of this Agreement for any reason,

the liability of the Parties shall be restricted to the amounts that have become payable to the Parties till the date of termination of the Agreement.

14. AMENDMENT/WAIVER

No amendment, modification or waiver of any provision of this Agreement shall in any event be effective unless the same has been made in writing and signed by a duly authorized officer of either party, and approved in writing by other and any waiver or consent shall be effective only in the specific instance and for the specified purpose for which it is given.

15. LAW GOVERNING

Law Governing: This Agreement shall be governed by the laws of **Agreement and Language India**, and the language and this Agreement shall be *English*.

16. DISPUTE RESOLVING

The disputes, if any, arising between NPC and MoMA shall be resolved amicably, failing which is shall be referred to any Arbitrator, mutually acceptable to both parties, appointed by the Jt.Secretary, MoMA as per the relevant provisions under Arbitrator and Conciliation Act, 1996. Alternatively, this shall be subject to the exclusive jurisdiction of courts at Delhi/New Delhi.

17. GENERAL PROVISIONS

17.1 The terms of this Agreement and any attachments or addenda hereto form an integral part of this Agreement.

17.2 The Parties agree that the Client is the beneficiary, and that all supplement agreements, disputes and other financial, legal and technical documents pertaining to the performance of this Agreement shall be processed through the Client.

17.3 The Parties agree that the Client is the beneficiary, and that all supplement agreements, disputes and other financial, legal and technical documents pertaining to the performance of this Agreement shall be processed through the Client.

17.4 The Parties agree that credit on all reports, progress reports, interim report, and other documents produced under this Agreement shall indicate that the work was conducted under funding provided by the Client.

17.5 The Parties shall cooperate and collaborate in the performance of their respective services in accordance with Proposal Document, and in accordance with the Terms of the Study.

17.6 The NPC shall dedicate a set of personnel for this assignment and will hire services of experts whenever necessary. Any subsequent change in the team of professionals shall also be done in consultation with the MOMA.

17.7 NPC will be authorized to take suitable and competent post-graduates/graduates from the manpower agency if does not get enough number of retired government employees who meet the prescribed standards.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS M.O.U. TO BE EXECUTED THE DAY, MONTH AND YEAR FIRST HEREIN BEFLORE WRITTEN.

SIGNED BY JOINT SECRETARY,

MoMA

In the presence of:-

Witness:

1. _____

2. _____

SIGNED BY SECRETARY NPC,

In the presence of:-

Witness:

1. _____

2. _____