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C. SHAILAJA

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## MEMORANDUM OF UNDERSTANDING (MoU)

This MoU is forleveraging knowledge, expertise and institutional strengths of Center for Good Governance (CGG) for providing strategy advisory and technical support to National Institute for Rural Development & Panchayati Raj (NIRD&PR), Ministry of Rural Development, Government of India for engaging with the other on subjects of mutual interest and is entered into and made effective from 19.12.2015.

### **BETWEEN**

National Institute for Rural Development & Panchayati Raj (hereinafter referred to as NIRD & PR), represented by its Director General, having its office at Rajendranagar, Hyderabad-500030, Telangana State and hereinafter shall mean and include its successors and permitted assignees shall be known as First Party.



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#### **AND**

Center for Good Governance (hereinafter referred to as CGG), a registered society under Society Registration Act 2001; registration number: 680/2003, represented by the Director General and having its Registered office atRoad No. 25, Jubilee Hills, Hyderabad - 500033 Telangana, India, and hereinafter shall mean and include its successors and permitted assignees shall be known as Second Party.

(NIRD&PR and CGGare hereinafter collectively referred to as the "Parties" and individually as the "Party")

WHEREAS, the NIRD&PR is the apex institution constituted by Ministry of Rural Development for imparting training to National, State and International level officials on subject matters of rural development, poverty reduction and local governance.

WHEREAS, NIRD&PR's mission is to examine and analyse the factors contributing to the improvement of economic and social well-being of people in rural areas on a sustainable basis with focus on the rural poor and the other disadvantaged groups through research, action research and consultancy efforts and to facilitate the rural development efforts with particular emphasis and focus on the rural poor by improving the knowledge, skills and attitudes of rural development officials and non-officials, through training, workshops and seminars.

WHEREAS NIRD&PR undertakes strategic partnerships with premier institutions that can complement its efforts and facilitate progress towards its vision and enable accelerationof its mission.

WHEREAS, NIRD&PR invests significantly in development research, knowledge management, support innovations and social entrepreneurs for scaling up and mainstreaming best practice models in the State.

In undertaking to support its mandate NIRD&PR, extends its partnership with Centre for Good Governance, Hyderabad.

WHEREAS, the Center for Good Governance, since its inception in 2003, has worked for bringing together and harnessing the power of knowledge, technology and people for undertaking reforms in public service delivery and for good governance and CGG strives to be among the very best in the world in the area of practical reforms to foster growth-oriented and people-centered good governance.

WHEREAS, the Center for Good Governance has since its inception worked closely with State and CentralGovernment, its various departments and other stakeholders to analyze key issues in governance, identify solutions, help develop action plans, and support implementation of these plans and the reform agenda, also acting as a think tank and help translate Government goals, objectives, policy priorities and reform agenda into tangible reform actions with focus on principles and practices of good governance.

WHEREAS, the Center for Good Governance has identified areas for change that make the most impact in improving performance and policy-making in government and enable it to respond better to the needs of the people and has created a bank of best practices, methodologies and tools in governance reforms including successful e-governance applications and also supported change management and management development programs in Government at all levels to effectively carry forward governance reforms and to develop reform communication strategy for wider implementation.

# NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS:

## Objective of the Partnership

The objective of the MoU is to establish a strategic collaboration betweenNIRD&PR and CGG in meeting the objectives of this MOU. These inter alia may include undertaking research studies, innovative pilots, imparting trainings as part of parcel of reform agenda, jointly.

### Scope of the Partnership

The scope of the partnership will include, but is not limited to the following strategic areas:

- Research: Situational Studies pertaining to Rural Development, Rural Management, Decentralization and Local Governance and so on
- Evaluation: Undertake Evaluation studies to assess impact and outcomes
- Innovative Action Research: Undertake pilot innovative action research, village adoption studies and policy research
- Capacity building: Take up capacity building as part and parcel of the above

### **Mutual Obligations**

Both parties agree to undertake the following:

- 1. Maintain confidentiality of its joint works until they are authorized to be shared by competent authorities in the public domain
- 2. Maintain transparency in all its project related partnerships that may include supporting in reaching out to the constituency, gathering relevant data, sharing of available data and information and having a proper channel of communication
- 3. Convene meetings at regular intervals to thrash out disputes or misunderstanding
- 4. Designate a key official who will participate in and facilitate all discussions between the Parties to ensure that the partnership is implemented as per the MOU.
- 5. The key professional staff of CGG will be made available for interactions and discussions with the key professionals of NIRD&PR as and when required and play an important role in the execution of mutually agreed assignment.
- 6. NIRD&PR will transfer funds to CGG as agreed upon for each assignment as per mutually agreed schedule of payment.

### **Duration and Validity of Partnership**

The present partnership will be for **Three years** from the date of both parties signing the MoU. It is liable to be renewed thereafter for another three years, based on mutual agreement with or without modifications to the present MoU.Extension / Reduction of the duration and / or Expansion of its scope is to be undertaken through mutual discussion between the Competent Authorities of both institutions. Such modification will be based on mutually accepted terms and conditions.

### **Implementation Arrangement**

In order to operationalize the Partnership, the following implementation arrangement is proposed:

- 1. Staff: Both Parties will identify their Staff who will be responsible for the assignment/ project / for coordination purposes and will meet as necessary in order to accomplish the purposes of this MOU.
- 2. Work Plan: A clear work plan would be shared with timelines, division of responsibilities and budget details specified for each join assignment / project.
- **3. Review mechanisms:** A clearcut review mechanism would be in place for addressing issues if any and to review progress and grievance redressal for all engagements between the Parties
- **4. Deliverables:** The deliverables would be mutually agreed upon for each engagement / project separately by the Parties
- **5. Financials**: Each assignment would be budgeted separately and the schedule of payments detailed out and deliberated and mutually agreed on paper
- **6.** Accounts and Audit of Expenditures: For all specific engagements with NIRD&PR, CGGwill maintain all relevant records including bills and receipts etc., which would be open to scrutiny either by competent persons from NIRD&PR or its specialized representatives.
- 7. Confidentiality: All the parties within the framework established by the MoU, will keep confidential all material exchanged under its terms to the extent permitted by law. Releases to the press, public announcements, relating to this MOU may be made jointly or by either party with the consent of the other party.
- **8.** This MOU in no way restricts the parties from participating in similar activities or arrangements with other public/private agencies, organizations, or individuals.
- 9. Force Majeure: For the purposes of this MoU, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire,

explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies. Force Majeure shall not include insufficiency of funds or failure to make any payment required.

- 10. Amendments: This Partnership MoU may be amended by mutual written agreement of the parties. Any amendment will be without prejudice to any rights or obligations incurred under this MoU orsupplementary agreement thereto reached pursuant / prior to the effective date of such amendment.
- 11. Dispute Resolution: Any dispute between the Parties arising under or related to this MoU will be settled mutually between both the parties.
- 12. Intellectual Property Rights: Under the provisions of this MOU, the Parties may produce documents, reports, studies, photographs, and maps, as well as documents as well as product-specific documents -tangible and intangible information(collectively "Works"). Unless otherwise agreed to by the Parties in writing, the copyright and other intellectual property rights in any such Work will belong to both the parties.
- 13. Effective Dates: The partnership shall be effective from 19/12/2015, the date of signing of the MOU.
- 14. Schedules/Appendices: The works plan / schedules / financials of each assignment during the partnership period between NIRD&PR shall form part of the MoU and shall be appended to it sequentially including inter alia, Scope of Activities, Work Plan for the assignment, , Deliverables, Estimated budget and Schedule of Payment
- 15. Termination: Termination of this MOU can be done by giving notice of one month by either party and on such termination, the parties shall settle all accounts/payments for all accepted and completed tasks/assignments till such time.

IN WITNESS WHEREOF, NATIONAL INSTITUTE FOR RURAL DEVELOPMENT & PANCHAYATI RAJ (NIRD&PR) and the CENTER FOR GOOD GOVERNANCE (CGG) each acting through its representative duly authorized there to have signed this agreement on the date first above written in two original counterparts in English.

For NIRD&PR

For C G G

**Director General** 

Signature with Seal

of Rural Development a

Panchayati Rai. Govt.of in Witness- 1Rajendranagar, Hyu

Name:

Designation:

Address:

उप महा निदेशक

DV. DIRECTOR GENERAL

राजेन्द्रनगर,हैदराबाद-५०००३० Rajendranagar, Hyderabad-500 200.

Witness-2

Name:

Designation:

Address:

राष्ट्रीय ग्रामीण विकास संस्यान National Institute of Rural Development

- 500 033. Signature with Seal

19/12/18 Date:

Witness-1

Designation: Associate

Address: CGG

Witness-2
Name:
Designation:

Address:

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