

Annexure 1 – Memorandum of Understanding: A Model

State of Uttarakhand and XXXXX Foundation Memorandum of Understanding

This Memorandum of Understanding made and executed at District Administration, Rudraprayag, Uttarakhand on day of 2013, By and between

The Government of Uttarakhand, represented by Mr. Harishankar Varma, Chief Education Officer (CEO), Education Department, Rudraprayag (Hereinafter referred to as the "Government")

AND

XXXXX Foundation, Dehradun a trust registered under Indian Trust Act 1882, having its registered office at XXXX, XXXXXX, Dehradun - 248001 represented by XX. XXXXX XXXXX, XXXXXX XXXXXXXX (Hereinafter referred to as the 'Trust').

Whereas the Government has the obligation of achieving Quality Education for all the children who are resident in the district and provide infrastructural facilities to all the schools, thus the government intends to collaborate with individuals, corporate bodies, trusts and such other entities as are engaged in the implementation of quality education and providing infrastructural facilities across the state/country.

And

Whereas the XXXXX Foundation is a non profit organisation for the purpose of improvement of environment conditions and education and is now focusing on the need of providing proper schooling facilities in the calamity hit parts of the state of Uttarakhand, in collaboration with the XXXXX XXXX, a reputed XXXXX XXXX based at XXXX XXXXXX.

A. Background

In an effort to improve the schooling facilities in the district of Rudraprayag, Uttarakhand post natural catastrophe / flash floods in 2013, the Government and Trust have agreed to jointly implement the following program to provide infrastructural facilities in the Government Inter-College at XXXXX, of Agastyamuni Block, Rudraprayag, Uttarakhand.

B. Scope of partnership

1. The state and Trust will as and when required during the period of this Memorandum of Understanding, collaborate on such mutually agreed initiatives and programs that have potential to improving the infrastructural facilities in GIC, XXXXX in a systemic manner.
2. The Trust will bring in all financial resources and budgets as mutually agreed from time to time for such initiatives.
3. The Trust will bring in necessary technical resources for such initiatives as required.

4. The CEO, Education department, Rudraprayag shall on behalf of Government ensure that all necessary formalities and Government orders are issued in timely manner to provide adequate time and scope to Trust to contribute and participate.
5. Both parties will fulfill their respective roles and responsibilities as outlined in the subsequent sections of this Memorandum of Understanding
6. The CEO, Education department, Rudraprayag will provide time and leadership to enable the district to derive optimum benefit and leverage from this partnership. This is specifically mentioned to ensure that procedural delays, transfer of senior personnel and such events do not slow down the planned schedule of activities under the partnership

C. Areas for joint initiatives

The trust has developed the following 2 phased approach towards developing the infrastructure at GIC XXXX XXXX

1. **Phase 1: Re-construction of a sustainable prefabricated structure:** The Trust will provide all the financial resources and execute the physical activities for reconstruction of the school building as detailed in their proposal
For administrative support and implementation review of the reconstruction work, the Government will setup the following committee:

1. District Magistrate - Chairperson
2. Chief Education Officer - Member Secretary
3. Member, Technical, as nominated by the District Magistrate
4. Member, Revenue Department, as nominated by the District Magistrate
5. The Principal, GIC Das Jwala Kandei - Member

This committee will review the re-construction work and help in expediting government support and approvals as and when required.

The Member-Technical will be responsible for the following activities

- a. Finalizing / approving the architectural design & layout of the building
- b. Providing procedural approvals for the same
- c. Technical supervision of the construction work

The Trust will hand over the building and other assets to the legitimate competent authorities, in a phased manner. The structures will be built on the existing land allocated to the 2 schools.

2. **Phase 2: Supply and establishment of basic amenities, facilities and services:**
The Trust will provide all the financial resources and supply these as listed in their DPP.

The Principal, GIC XXXXX would accept these and signoff on behalf of the government.

D. Roles & Responsibilities:

1. The Government:

1. **Top Management support and time:** Chief Education Officer, Rudraprayag District will chair a monthly review meeting of both parties. This will also help to ensure that necessary clearances are provided on time without the need for excessive follow up by Trust members.
2. **Feedback:** Under this Memorandum of Understanding the Government can arrange its own machinery for taking feedback and will have the right to act accordingly.

2. The Trust:

1. **Nodal Person:** Trust will nominate a nodal person/persons for the initiatives in the Memorandum of Understanding.
2. **Allocation of necessary resources:** The Trust will make available the financial resources for above mentioned purposes. No budget support would be provided by the government.
3. **Project Execution:** The Trust would conduct and supervise the re-construction activities as detailed in its proposal.
4. **Dismantling of Existing Structure:** The Trust will execute and supervise any demolition activities, after due approvals from the Government. The Trust will be allowed to re-use any usable materials in the debris resulting from the demolition of the existing structures, after adjusting the scrap price of the re-used debris in the cost of new construction.
5. The Trust shall accept and abide by the "Humanitarian Principles & Environment Protection Principles for Non-Governmental Organizations, Corporate Agencies, Institutions and Individuals Engaging in Recovery Program in the State of Uttarakhand"
6. **Building Norms:** The Society shall ensure that the construction of the School building is as per the departmental norms.
7. **Documentation:** The Trust can utilize its resources to develop comprehensive documentation on all joint initiatives and programs. The Trust can install a display board in the school campus showing the name/names of donor/donors.

E. FORCE MAJEURE:

Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of Force Majeure, namely circumstances beyond the reasonable control of either party which shall include (but shall not be limited to) acts of God, military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fires, earthquakes, floods, transportation embargoes, epidemics. However, if as a consequence of such cause, performance by a party under this Agreement shall be prevented for a period longer than one (1) month, then the other party shall have the right to terminate this

Agreement. The terms of termination under this condition will be with no liabilities or penalties.

F. GENERAL PROVISIONS:

1. **Governing Law and jurisdiction :** The parties hereby agree that this Agreement and all questions arising with it are governed by and will be construed according to the laws from time to time in force in India and the State of Uttarakhand and the parties irrevocably submit to the authority of the courts having jurisdiction in that state
2. **Severability:** In the event of any of these terms, conditions or provisions of this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition, provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law and both parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

G. Time Period of the MoU

The handover of the building is expected to be completed by 31 Mar 2014.

MoU will be valid till 31 December 2014 from the date it is signed by both parties. It can be extended for another one year or it's scope increased by mutual agreement. During the validity of the MoU, either party can terminate the agreement by giving two months notice. In the notice period, both parties will strive to bring the program to a smooth closure.

Both parties are expected to follow and complete their responsibilities as detailed above. Failure to complete it would be construed as non-compliance of accepted action, as the intended beneficiaries may lose out on the benefits. In the unlikely event of the Trust not performing the committed obligations such as non-completion of work as per the agreed schedule under this Memorandum of Understanding and in such a manner as may be laid down, it shall be lawful for the Government to terminate the agreement and take over the incomplete work under "as is where is" condition without any liability on the Trust after issue of notice not exceeding 30 days.

IN WITNESS WHEREOF THE PARTIES HERE UNTO HAVE SET THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND YEAR FIRST HEREIN BEFORE MENTIONED

Mr. Harishankar Varma, Chief Education Officer (CEO), Education Department, Rudraprayag

XXXX XXXXX
XXXXX, XXXXXXXXX
XXXXXX

Place:

Dated: