



MEMORANDUM OF UNDERSTANDING

This *Memorandum of Understanding* is executed on this day of 09th April, 2018 at Hyderabad.

BETWEEN

The **National Institute of Rural Development & Panchayati Raj** rep. by its Director General, having its registered office at Rajendranagar, Hyderabad-500030, hereinafter shall be referred to as the "**NIRD&PR**" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assignees on ONE PART.

AND

V.V. Giri National Labour Institute, rep. by its Director General, having registered office at Sector-24, NOIDA-201301, District-Gautam Budh Nagar, Uttar Pradesh, India, hereinafter shall be referred to as the "**VVGNI**" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assignees on the OTHER PART.

For the sake of brevity and convenience the parties hereto shall jointly be referred to as the "Parties" and severally as "Party".

1. **Whereas** the **NIRD & PR** is an autonomous organization under the Union Ministry of Rural Development, Government of India mandated to focus on the policies and programmes that benefit the rural poor, strive to energise the democratic decentralization processes, mainstreaming the gender issues and build capacities of the rural community, improve the operation and efficiency of Rural Development personnel, promote transfer of technology through its social laboratories, Rural Technology Park and create environmental, sanitation, energy and water conservation awareness, functions as a 'think-tank' for the Ministry of Rural Development while acting as a repository of knowledge on Rural Development would assist the Ministry in policy formulation and choice of options in Rural Development to usher in long term sustainable transformation.

2. **Whereas** the *VVGNI* is also an autonomous organization under the Union Ministry of Labour and Employment, Government of India is a premier Institute of Labour Research, Training, Education and Consultancy. The Institute has endeavoured through training, research and publications to reach all the social partners and stakeholders who are concerned with various facets of labour, both in the organized and unorganized sectors. The Institute also functions as a 'think-tank' for the Ministry of Labour and Employment, Government of India which inputs go into the formulation of policies related to labour and employment in the country.

3. **Whereas** both the Parties hereto have been working tirelessly for the cause of Rural and Urban Labour development through their Training, Research, Education, and Lab to Land programmes. Hence, the parties hereto felt that there is tremendous scope to work in close collaboration in the areas of mutual interest i.e., Training, Research, Academic activities related to Labour & employment issues in general and Rural Labour in particular, for betterment of the Labour.

4. **Whereas** the following orally agreed mutual terms and conditions between both the parties were reduced into writing by virtue of this *Memorandum of Understanding*.

NOW THIS DEED OF MEMORANDUM OF UNDERSTANDING WITNESSTH AS FOLLOWS:

1. **Objectives and Scope of the Work:** The objective of this MoU is to establish collaboration between both the parties and undertake the following activities:

- (i) Organizing Joint Capacity Development Training Programmes for different social partners as mutually agreed between both the parties;
- (ii) Organizing Joint Seminars and Workshops particularly on Contemporary Policy related issues of mutual concern;
- (iii) Undertake Collaborative Evidence based Policy Research on mutually agreed theme(s);
- (iv) Promoting faculty exchange, based on mutually agreed norms;
- (v) Any other new areas that could be mutually agreed upon keeping in view of the expertise available with both the organizations.

2. **The Institutional arrangement for implementation of MoU will be as under:**

- (i) **NIRD & PR** and *VVGNI* will jointly form a Core Committee for working;
- (ii) The core committee shall work out the details of areas and activities for collaboration and ensure smooth rolling out of the activities;



- (iii) **Work Plan:** A clear work plan would be shared with timelines, division of responsibilities and details specified for each joint assignment / project;
- (iv) **Review Mechanisms:** A clear cut review mechanism would be in place for addressing issues if any and to review progress and grievance redressal for all engagements between the Parties by the Core Committee;
- (v) **Accounts and Audit of Expenditures:** For all specific engagements under this MoU, both parties will maintain all relevant records including bills and receipts etc.

3. **Mutual Obligations:** Both parties agree to undertake the following:

- (a) Maintain confidentiality as required by either party of their joint works until they are authorized to be shared by competent authorities in the public domain;
- (b) 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;
- (c) Convene meetings at regular intervals to amicably sort out issues/disputes etc., if any;
- (d) Each party shall designate a key official who will participate in meetings and facilitate all discussions between the Parties to ensure that the collaboration activities are implemented as per the MOU;
- (e) The key professional staff of both the parties will be made available for interactions and discussions as and when required in mutual consultation and play an important role in the execution of mutually agreed assignments;
- (f) Both the parties will enable in training, research etc. and their respective infrastructure and pool funds for each assignment as per the mutually agreed terms.

4. **Confidentiality:** Both 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.

5. This MoU in no way restricts the parties from participating in similar activities or arrangements with other public/private agencies, organizations, or individuals.



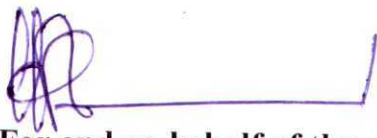
6. **Additional Agreements:** With mutual consent of both parties, separate agreements may be executed as per the requirement of the projects, if necessary and such agreements shall form integral part of this MoU.
7. **Amendments:** This MoU may be amended by mutual written agreement of the parties. Any amendment will be without prejudice to any rights or obligations incurred under this MoU or supplementary agreement thereto reached pursuant / prior to the effective date of such amendment.
8. **Duration:** The duration of this MoU is for “**Five Years**” from the date of its signing (**extendable on mutual agreement**) and will remain valid until either of the party notifies the other of its wish to terminate the MoU. The minimum notice period for such termination shall be six months. Further, continuance of this MoU will be subject to a joint agreement and review by both the institutions to be undertaken prior to the expiry of this MoU.
9. **Consideration:** The expenditure for the collaborative projects of this MoU / supplement Agreements if taken up combinedly, will be decided on case to case basis, on mutual agreement after mutual discussions. For rest of the activities, the requisitioning party shall bear the cost of the activity.
10. **Termination:** Either of the parties herein can terminate this MoU by giving one month notice in writing and on such termination, the parties shall settle all accounts/payments for all accepted and completed tasks/assignments till such time.
11. **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.
12. **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.
13. **Dispute Resolution:** The parties shall use their best efforts to settle amicably all disputes and differences arising out of or in connection with the Memorandum of Understanding.



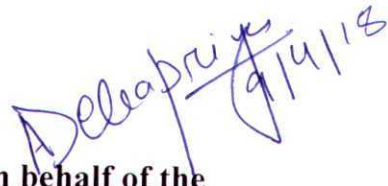
14. **Jurisdiction:** In case of any dispute or disagreement which cannot be resolved by both the parties and any controversy, claim or dispute otherwise arising in connection with this contract or breach thereof shall be referred to the Courts as applicable and only the Courts at Hyderabad will have such Jurisdiction.

15. **Whereas this Memorandum of Understanding** is executed in duplicate and one copy will remain with each of the party.

16. **Whereas this Memorandum of Understanding** is executed between both the parties for mutual benefit of both the parties without any force, undue influence and coercion.



For and on behalf of the
V.V. Giri National Labour Institute
Noida



For and on behalf of the
National Institute of Rural Development
& Panchaythi Raj, Hyderabad.

Witnesses :

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