

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made on this 6TH day of April in the year 2015 between **Jai Kisan Institute of Rural Management & Technology, New Delhi** set up under Indian Society Act XXI of 1860 with Registrar of Society (hereinafter referred to as **JKIRMTT**).

AND

The parties mentioned above shall be individually referred to as “Party” and collectively referred to as “Parties” in this agreement.

Whereas **JKIRMT** wishes to enhance its reach in implementation and other allied activities in different thematic areas of development sector including initiatives under Corporate Social Responsibilities. JKIRMT has trained candidates for various skills on revenue models of Kisan Soochna Kendra , Financial Inclusion – Mini bank , Food processing & Value added products from farm produce , handicrafts etc.

Whereas _____ has been involved into research and training activities in development sectors including Rural Development, Urban Development, Community and CSR initiatives.

Through this Agreement, **JKIRMT & _____ wish** to enter into joint collaboration for implementation of projects of common interest in development sectors.

Whereas **JKIRMT** agrees to collaborate with _____ for the implementation and management of developmental sector projects.

Memorandum of Undertaking (MoU) undertakes:

- I. To explore new business opportunities to acquire new projects and assignment from various clients and ensure the execution of the job; assignment, according to terms and conditions decided mutually.
- II. Work out project feasibility & execution plan, prepare draft proposal in joint consultation.

With a view to achieve objectives of understanding, JKIRMT and _____ undertake to provide required expertise, liaison and execution on mutually agreed time frame and terms and conditions.

This agreement is for the purpose of Implementation, Management & Financial arrangement of the project as per the scope of each party mentioned as follows -

1. Scope of work of Parties

(Scope of work to be carried out under the supervision of JKIRMT, New Delhi)

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1. Preparation and assistance in preparation of project proposals for different projects under Social, Rural and Urban sectors in different states of India.
 2. Follow up with the client and attending pre bid and post bid meetings on behalf of JKRIM, Bhopal.
 3. Develop strategy for effective and timely implementation of the project includes –
 - a. Manpower Planning
 - b. Project Planning
 - c. Financial Planning
 - d. Executing & Monitoring of field level activities
 - e. Time Plan
 4. Preparation of various reports

JKRIM, Delhi

1. Submission of proposals to the clients
2. Developing execution plan and monitoring mechanism to execute the project successfully
3. Preparation and raising of Bills / Invoices to the clients as per time plan and on completion of activities bench marked
4. Opening of a Joint Account at Bhopal to be operated by one member each of both the organizations for smooth and effective management of projects.
5. Timely disbursement of funds to _____ after receiving the funds from clients on mutually pre agreed terms.
6. Provide necessary help and assistance required in terms of expertise, if required for a particular project.
7. Provide support and guidance in managing the projects in an effective and efficient manner

The purpose of this agreement is with reference to defining the areas of cooperation, benefiting both the JKIRMT and _____.

Whereas the understanding managed by the parties has following features:

- I. Extending service is a voluntary participation by parties, who is willing to render its services in the identified areas of cooperation.
- II. Assignment given to parties will be managed, supervised under the joint supervision of JKIRMT and _____.
- III. Parties promulgates cooperative and collaborative conduct for all projects/assignment and accordingly regulates the terms and conditions of the agreement which shall be made separately for each assignment/service.
- IV. Whenever and wherever party fails to provide desired services and / or fails to observe cooperative and collaborative code of conduct, agreement may be terminated with mutual consent.

2. TENURE OF THE MOU :

MOU shall remain effective initially for one year w.e.f. from _____ till further order unless otherwise stated and mutually agreed to happening of a contingency or an event.

3. RENEWAL OF THE MOU:

- I. Unless otherwise stated and agreed to terminate this MOU, on satisfactory completion of the tenure of this MOU, same shall continue for the next period on same terms and conditions as specified under this MOU of collaboration.
- II. Either party shall give one month notice to re-negotiate terms and conditions of this –MOU of service collaboration stating specific reasons. Settlement of the terms and conditions of re-negotiation is done on reciprocal basis.

4. TERMINATION OF MOU OF SERVICE COLLABORATION:

MOU of service collaboration can be terminated by either party after giving three months notice stating the reasons of termination subject to the condition that all jobs undertaken are completed in all respect. In any dispute, both parties try to resolve the issue mutually, otherwise, decision of Founder , JKIRMT will be final and binding for both parties.

5. GENERAL AGREEMENTS

- I. Both the parties agree that no action / failure on either behalf to act relating to the above will give.
- II. This Agreement may not be amended without the prior written consent of both the parties

It is expected that these guiding principles will provide still greater flexibility to both the parties in furthering the business while, at the same time, ensuring full accountability commensurate with the responsibilities entrusted at different levels enabling both to go ahead successfully and gracefully, scaling greater heights in the matter of business and services with quality control, efficiency and self-sustainability on the top of its agenda.

6. ASSIGNMENT/ PAYMENT/REMUNERATION:

In order to perform the services, the parties will enter in to separate financial agreement based on the consulting project/assignment where in the terms of payments will be specified.

7. DISPUTES:

All disputes arising directly or indirectly due to contents of the MOU of collaboration will be decided by both the parties on mutual consent.

**For Jai Kisan Institute of Rural
Management& Technology (JKIRMT)**

For _____,

**Founder , CMD
Jaikisan.org
New Delhi
Dated: 06.04.2015**

CEO

New Delhi

Witnesses: (1)

Witnesses :(2)