**Memorandum of Understanding**

**DATE:** 20th May, 2014

# This Programme Agreement is made in New Delhi on **20th May, 2014** (hereinafter “**Agreement**”), by and between;

**PARTIES:**

**Digital Empowerment Foundation,** a not-for-profit, non-governmental organisation registered under the [Indian] Societies Registration Act XXI of 1860 with Registration No. 44651 of 2002, with its registered office at 32D Vijay Mandal Enclave, Kalu Sarai, New Delhi 11016, India (hereinafter referred to as “DEF”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns); **AND**

**ALOK SANSTHA,** headquarters located at JAGDISHPUR, WEST CHAMPARAN, is a registered non-governmental organization for socioeconomic & educational upliftment of excessive exploited people of the society. It has its headquarter located at JAGDISHPUR, WEST CHAMPARAN

Digital Empowerment Foundation (“DEF”) and Alok Sanstha (“ALOK”) are hereinafter referred singly as “Party” and jointly as “Parties”.

**RECITALS**:

1. The DEF is implementing the “Soochna Seva” programme (the “**Project**”), a programme with an aim of improving access to information of public schemes in backward districts of India. The prime objective of the program is to address the larger issue of poverty, social exclusion and inequity of marginalized groups through information empowerment on public schemes towards entitlement gains and thereby promoting and strengthening good governance practice by local administration.
2. DEF and ALOK are partnering for Soochna Seva Programme in **West Champaran District**, where ALOK will serve as thereafter shall be referred as **‘Local Partner’** in the project and DEF shall be referred as the **Implémentation Organisation**.

**INTERPRETATION**

* In this Agreement, unless the context otherwise requires:

"**Project**" means the project detailed in Appendix 1 of this Agreement, which is funded by European Union from 2014-2018 duration; and

"**Grant**" means the grant payable by DEF to ALOK to be used in the manner to achieve the activities mentioned in Appendix 1 of this Agreement.

* ALOK shall apply the Grant towards the Project only mentioned under this agreement. ALOK shall submit to the DEF a written narrative account and a detailed description of the costs and expenses incurred in relation to application of the Grant.
* The payment of the agreed Grant Amount by DEF to ALOK shall be conditional upon ALOK providing following to DEF:
  + 1. a current copy of its constitutional document;
    2. copies of all registrations and approvals/authorisations including renewals from the relevant governmental authorities required to enter into, exercise its rights and comply with its obligations in this Agreement, including the declaration of its status and confirming its registration number, if appropriate;
    3. a copy of its most recent report and accounts, signed by chief functionary of the organisation.
* Payment of the Grant Amount will be made only:
  1. by bank transfer or cheque; and
  2. into the following bank account in the name of ALOK:

|  |  |
| --- | --- |
| Account name  Account number  Bank name  Address    IFSC code | ANTYODAYA LOK KARYAKRAM (ALOK)  239 456 950 7  CENTRAL BANK OF INDIA  DHUMNAGAR BRANCH, AT+PO - DHUMNAGAR, VIA - BETTIAH , WEST CHAMPARAN  CBIN0282425. |

* Payment of the Grant shall be at the sole discretion of DEF. Payment of the Grant may be suspended if DEF considers it necessary to investigate any matters relating to the Grant.
* At the conclusion of the Project in accordance with the terms hereof, DEF may require any unutilised proceeds of the Grant (the “**Unutilised Grant Proceeds**”) to be remitted, in accordance with applicable laws of India, to the Foundation or such other person as may be directed by DEF, and ALOK shall transfer the Unutilised Grant Proceeds in accordance with the directions of the DEF immediately on receipt of such directions. In case any approvals are required for such remittance/transfer, ALOK shall procure the same at its own cost and ALOK shall not utilise any part of the Unutilised Grant Proceeds for such purpose.

**PROJECT**

* 1. ALOK shall implement the Project strictly in accordance with the terms set out at Appendix 1. ALOK shall undertake its responsibilities with reasonable diligence, skill and care.
  2. ALOK shall not have any responsibility for the performance of any activity or responsibility by the DEF. DEF shall not have any responsibility for the performance of any activity or responsibility by ALOK.

* 1. The Project will be considered by DEF to be finished only after the Final Report referred has been properly completed by ALOK to the DEF’s reasonable satisfaction (such review to be completed within 30 days of receipt of the final activity and financial report).
  2. The prior written consent of DEF must be obtained before any change/extension is made to the Project activities mentioned in Appendix A, or to the utilisation of funds, delivery, implementation or ownership of the Project as described in this Agreement.

**WARRANTIES**

ALOK agrees to the following:

* the entry into and performance by it of, and the transactions contemplated by, this Agreement do not and will not conflict with any law or regulation applicable to it, its constitutional documents or any agreements or instrument binding upon it or any of its assets; and
* all registrations and approvals/authorisations required or desirable to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Agreement including under the [Indian] Foreign Contribution (Regulation) Act, 2010, as amended, and the rules issued thereunder (“**Foreign Contribution Regulations**”) have been obtained and are in full force and effect.
* ALOK must promptly notify the Foundation of any proposed intention of its respective members to carry out any of the following by giving to the Foundation not less than 14 days' prior written notice:
  + to change its constitution as regards: its not for profit status; its purposes; its entitlement to make payments to its members and/or members of its governing body; provisions for distribution of its assets (whether on a dissolution or not) or the admission of members (where it has a membership); or
  + to sell, transfer or otherwise dispose of all or substantially all of its assets or the conduct of its activities or make any substantial change to the general nature of its activities; or
  + to merge or amalgamate with any other body, including a company or other entity established by ALOK (as applicable).

ALOK shall at all times:

* obtain, comply with and maintain in full force and effect all registrations and authorisations required under any law or regulation of its jurisdiction of establishment including but not limited to Foreign Contribution Regulations, and under its constitution, to ensure the legality and enforceability of its obligations under this Agreement; and
* comply with all relevant statutes and laws, and with all relevant rules and requirements of any governmental or regulatory body, to which it is subject in relation to its constitution, its activities or otherwise, including without limitation the Foreign Contribution Regulations.

ALOK must promptly notify the Foundation of any legal claims made against it (including any claims made against members of its governing body or staff), or any other event or circumstance, which may adversely affect its ability to perform its obligations under, and/or its entitlement to take the benefit of its rights under, this Agreement, arising whether before or during the period of this Agreement.

**TRADEMARKS**

* + ALOK will consult with DEF as to the form and manner of all instances of use of the trademarks(“Marks”) and will not commence any use of the Marks without the DEF’s prior written approval.
  + ALOK will neither do, cause nor permit to be done any act or thing which will or may impair, damage or be detrimental to the reputation or goodwill associated with the Marks or may result in the rights of the DEF therein becoming diluted.
  + ALOK shall not at any time during or after the completion of the Project use or register as a trade mark or domain name any other brand, name, mark or logo which is confusingly similar to the Marks.
  + Upon expiry or termination of this Agreement for any reason, all materials in ALOK’s possession, custody or control bearing the Marks shall be destroyed immediately at ALOK’s expense.

ALOK shall prepare a final report on the Project in such detail and format as may reasonably be required by the DEF and shall deliver the same to DEF **within 6 months every year** from the execution of this Agreement mentioned in Annexure 2.

**DURATION OF AGREEMENT**

* This Agreement between DEF and ALOK for Soochna Seva Project shall be valid for One year from the date of execution.
* Agreement can be extended after **One year** upon the detailed review of Partnership activities, Impact assessment through participation and performances.

**TERMINATION OF AGREEMENT**

* The Agreement will, subject to any rights of early termination provided in this Agreement, remain in force for the duration of the Project
* Notwithstanding the provisions of mentioned Appendix 1, DEF shall be entitled to terminate this Agreement forthwith at any time on notice to ALOK, If ALOK is not able to deliver the work mentioned under the Partner’s Activities in appendix-1
* DEF may terminate this Agreement in respect of itself and its participation in the Project at any time on notice duly signed by its governing body to the ALOK where it believes that its involvement in the Project is detrimental to its objectives or interests. Where such termination occurs, DEF shall have no further liability to pay any portion of the Grant to ALOK (where the Grant has not been paid at the time of termination) or may demand repayment of any unspent or uncommitted portion of the Grant as at the date of termination (where the Grant has been paid).

**MISCELLANEOUS**

All communications between the parties shall be in English and if, for any reason, this Agreement is required to be translated into any other language, the English language version shall prevail.

Confidentiality : All confidential material and information shared between the parties under this Project should always be kept confidential and not for the Public sharing purpose, until unless directed from DEF to do so.

All notices, claims and demands in connection with this Agreement shall be in writing and shall be addressed to the recipient at the address given in this Agreement, and shall be delivered by registered mail and shall be deemed delivered on the day of delivery to the recipient

**DISPUTE & SETTLEMENT**

In the event of a dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof (a “dispute”), the Parties will use their best efforts to settle promptly such dispute through direct negotiation. Any dispute that is not settled within Thirty (30) days from the date either Party has notified the other Party of the nature of the dispute, then it will be registered & solved in the Indian Court and under the governing rules of New Delhi Court, Republic of India.

**FINANCIALS**

For each activity of ALOK, mentioned under Annexure 1; DEF shall release the appropriate & allocated amount of Grant to the mentioned Bank account of ALOK following FCRA rules.

Payment term: For each regular activity like salaries, payment will be 100% in one go. Salaries will be transferred to the accounts of local partners at the day of releasing of salaries in Headquarters of New Delhi.

For activities such as Workshop organisation, Baseline, outreach the payment will be made in two instalments. 50% of the amount shall be transferred to meet the part expenses of activity and the rest 50% shall be submitted to ALOK’s account within 3 days of submitting all the original scanned bills for the activity.

Amount to be transferred (yearly):

|  |  |  |  |
| --- | --- | --- | --- |
| S.No. | Head of Activity | Amount of Grant | Frequency of transfer |
| 1 | Block Manager Salary | 10,000 INR | Monthly |
| 2 | Baseline Survey | 30,000 INR | Once in a year |
| 3 | Studies , Research | 10,000 INR | Semi annually |
| 4 | Translation, interpreters | 10,000 INR | Once in a year |
| 5 | Visibility actions | 1,13,600 INR | Once in a year |

|  |  |
| --- | --- |
| Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signed by OSAMA MANZAR  On behalf of DIGITAL EMPOWERMENT FOUNDATION  Date: | Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signed by RAMESHWAR RAO  On behalf of ALOK SANSTHA  Date: |

**Appendix 1**

The first aim of this partnership is to establish conditions needed for the implementation of concrete and measurable actions for the Soochna Sewa. As a consequence, it is a question of being able to strengthen their abilities to manage and promote their activities for the implementation of Soochna Seva Project of European Union in West Champaran.

1. To reach these purposes, the partners, within the framework of their respective specializations, will join their efforts to implement and coordinate their activities of common interest in fields of communication, community mobilization and universal and equal access to information.
2. The partnership will also enable the community members to have access to information that is essential for a good delivery of beneficiary services.
3. Aims and terms of actions of this partnership can be enlarged if the need arises through an agreement between the parties.

**ARTICLE 3. Cooperation principles**

1. The partnership will promote internal, regional and then national cooperation. The creation of specific programmes will be able to be decided through an exchange of communication between the Digital Empowerment Foundation, Delhi or its representative/s and party. The partnership will endeavour to get support for programme and notably resources.
2. The party will also contribute with volunteers in the Block Level Soochna Sewa Kendra that we are setting up, and in gathering information from everyone in order to steer information.
3. The partner mentioned in the agreement can contribute to the rapport building with all the stakeholders of the project in the wherever possible geographical location.
4. For the purpose of enhancing coordination within the team, the party may guide and/or provide the place and resources which will be financially taken care by Digital Empowerment Foundation, Delhi
5. Generally, ALOK SANSTHA will cooperate to deal with the whole questions concerning this Memorandum, especially for the creation and the adoption of guidelines and other instruments to promote the partnership.

**ARTICLE 4. Organization**

1. Digital Empowerment Foundation plans the opening of 5 Block Level Offices for coordination in implementation work. Each Soochna Sewa Kendra will have similar facilities and operations to make project implementation feasible.
2. Here is the basis of services that we propose:
   * + 5 Block Level Soochna Sewa Kendras : one can benefit from its studies and/or participate in its work
     + E-learning / e-training about ICTs
     + When needed, Videoconferences
     + A Central Information Hub in Bettiah that will gather the whole information provided by field level staff.

Obviously, this non exhaustive list is flexible and can be personalized in order to fulfil your needs.

ANNEXURE – 2

**Progress Report (Technical/Programmatic)**

Cover Page

Including Report title, Project title, Reporting period (six months)

Table of Contents

Executive summary

Not exceeding one page, highlighting the demonstrative results and achievements of the quarter and the conclusions drawn from them

Purpose

An introduction of the project (not exceeding one page), with its aims and objectives, highlighting the objectives set for that quarter and its implementation area

Results

The main body of the report should present an update on each of the project activities during six months. Against each activity, the results or progress achieved should be discussed. These results should be presented, wherever possible, in the form of a table with the following heads:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Activities implemented (six months) | Coverage (geographical coverage/target population) | Output  Indicators/Target for the period | Baseline  situation  (at the start  of the period) | Progress of project | Reasons for achievements and deviations |

Some examples/case studies of success stories from the period should also be included in this section

Challenges

Challenges faced during the quarter, and methods adopted to address/rectify these if applicable

Way Forward

A brief description of the planned activities for the next six months

Suggestions

Suggestions for Soochna Seva OPMU (Overall Project Management Team)

(Photographs, newspaper clippings, quotations etc. should be included to support the narrative where required)