

MEMORANDUM OF UNDERSTANDING

BETWEEN

Department of Local Self Government, Government of Rajasthan

And

Consumer Unity & Trust Society (CUTS)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MoU) is made on -----2015.

BY AND BETWEEN

The Department of Local Self Government, Government of Rajasthan, having its office at G-3 Raj Mahal Residency Area, Civil Lines, Jaipur, Rajasthan hereinafter referred to as "**LSG-Rajasthan**" (which expression shall be deemed to mean and include its successors and permitted assigns) through its Director cum Joint Secretary, Local Bodies Department.

AND

Consumer Unity & Trust Society (CUTS), a Society registered under Rajasthan Societies Registration Act with the registration number 99/1984-85 dated 11-6-1984 and having its office at D-217, Bhaskar Marg, Bani Park, Jaipur-302016, hereinafter referred to as "**CUTS**" (which expression shall be deemed to mean and include its successors and permitted assigns) through its Director, Mr George Cheriyan.

WHEREAS:

- A. **The Department of Local Self Government, Government of Rajasthan (LSG-Rajasthan)** is the controlling department of all urban local bodies (ULBs) (i.e. municipalities constituted under the Rajasthan Municipalities Act, 2009) in Rajasthan for all administrative purposes.
- B. **CUTS** is a not-for-profit society under the Rajasthan Societies Registration Act, 1958 which works in different programmatic areas including Governance under which Urban Governance is an integral part.
- C. LSG-Rajasthan and CUTS seek to collaborate in implementing Capacity Building Programme for the elected public representatives and service providers in ULBs of Rajasthan. CUTS shall not seek any compensation or remuneration from LSG-Rajasthan as part of this collaboration.

The parties hereto in consideration of the mutual covenants set forth herein and subject to the terms and conditions set forth in this Memorandum of Understanding agree as follows:

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

I. Scope

LSG-Rajasthan and CUTS agree to collaborate on implementing Capacity Building Programme for the elected public representatives and service providers in ULBs in Rajasthan which may comprise but not limited to the following:

A. Capacity Needs Assessment (CNA)

Capacity Needs Assessment of the Elected Public Representatives (Mayors, Councillors etc) and staff (officials of Municipalities) from ULBs in Rajasthan. The analysis would involve assessing the gap in the existing capacities viz-a-viz the capacities required in order to discharge their duties more effectively and in a participatory manner. CNA may be conducted in a phased manner for different stakeholders and ULBs.

B. Module Development

Based on the need assessment, Training/Capacity Building Modules would be prepared for different categories of stakeholders mentioned above. Apart from the need assessment, the modules would be taking into consideration the capacity requirements as envisaged in the constitution/policy guidelines and related laws/statutes and will be prepared with a focus on improving the capacities in order to discharge their duties more effectively.

C. Training/Capacity Building

Ensure phased training/capacity building of the stakeholders mentioned above in paragraph 1.A, across designated ULBs as per a time table prepared in consultation with LSG-Rajasthan, including activities such as creation of 'City Mayors Learning Platform', engaging citizens in various aspects of the proposed Smart City project etc., extending up to financial year ending 2017-18. CUTS may also consider inclusion of topics such as effective implementation of schemes like Swachh Bharat Mission (SBM), Sardar Patel Awas Yojna, Global Environment Facility under JCTSL etc. by ULBs, in the training module.

II. Roles and Responsibilities of LSG-Rajasthan/ULBs:

- i. LSG- Rajasthan/ULBs shall extend all necessary support without financial component to CUTS for successful implementation of the above assignment
- ii. LSG- Rajasthan/ULBs shall ensure provision of all necessary data and information required by CUTS in respect of ULBs
- iii. LSG- Rajasthan shall appoint a nodal agency City Managers' Association of Rajasthan (CMAR) and nodal officer as the single point of contact for smooth implementation of activities under this collaboration
- iv. It shall issue necessary instructions to Commissioners/Chief Executive Officers/Executive Officers of ULBs to extend all necessary support to CUTS, which expression includes its staff and consultants, and provide all necessary information required for implementing the above referred assignment
- v. LSG- Rajasthan shall provide suitable workspace in its offices for a maximum of two staff from CUTS based on requirements that may arise from time to time
- vi. LSG- Rajasthan shall convene project review meetings chaired by Principal Secretary, LSG to review progress of activities and milestones to be detailed out as part of this collaboration, and to review the progress
- vii. LSG-Rajasthan shall take appropriate measures to expedite any pending activities and tasks highlighted during review meetings, or between them
- viii. It may support CUTS to co-ordinate with ULBs of the Government of Rajasthan as may be necessary for the implementation of the above assignment

III. Roles and Responsibilities of CUTS

- i. CUTS shall facilitate, coordinate and implement the above assignment (as outlined in the scope above)
- ii. CUTS shall draw up a detailed project plan outlining all activities and milestones for accomplishing the desired outputs and provide the LSG-Rajasthan with timely updates to the same
- iii. It shall design the capacity building framework in consultation with LSG- Rajasthan duly incorporating Benchmark requirements as envisaged by the Ministry of Urban Development, Government of India

- iv. It shall support LSG-Rajasthan in carrying out quarterly reviews. CUTS shall also present progress against project plan referred to above during quarterly project review meetings
- v. CUTS shall provide inputs and advice as required by LSG-Rajasthan to further build the capacity of ULBs
- vi. CUTS shall actively engage with the resource persons/agencies to utilise their professional expertise in capacity development/skill building
- vii. CUTS's role shall be advisory in nature and it shall not receive any financial compensation from LSG-Rajasthan/ULBs (subject to the sub clause viii mentioned below), however it may receive such compensation from a third party (donor organisation/funding agency) for generating resources to accomplish the said deliverables.
- viii. CUTS may also try and advocate for availing the funding from donor organisations/funding agencies for this project/component.

IV. Period

This Memorandum of Understanding shall remain in force until 31 March 2018 and can be renewed, if necessary, for any further period based on mutual agreement of the parties.

V. Dispute Resolution and Jurisdiction

- i. Sole arbitrator would be Principal Secretary, LSG-Rajasthan.

VI. Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and dispatched by hand delivery or Registered Post Acknowledgement Due (RPAD) or by courier to the address specified below, or transmitted to the facsimile number and/or email address specified below, and shall be deemed sufficiently made or given on the date of delivery if delivered by hand, or on the date of mailing if dispatched by registered post acknowledgement due or by courier or on the date the facsimile or the email was sent. Either party may change its address or facsimile number or email address, by written notice to the other.

LSG-Rajasthan:

Director cum Joint Secretary, Local Bodies Department of Local Self Government
G-3 Raj Mahal Residency Area,
Civil Line, Jaipur
Tel: 0141-2222403, 2223074
Fax: 0141-2222403, 2223074
E-Mail: dlbrajasthan@gmail.com / caodlb@gmail.com

CUTS:

Mr. Pradeep S Mehta
Secretary General,
Consumer Unity & Trust Society (CUTS)
D-217, BhaskarMarg, Bani Park

Jaipur-302016

Tel: 91.141.2282062/2282821; Fax: 2282485,

Email: cuts@cuts.org; cart@cuts.org

VII. Representations of CUTS

CUTS is a Society registered under Rajasthan Societies Registration Act with the registration number 99/1984-85 dated 11-6-1984, and it is also registered with the Director of Exemption under the Income Tax Act which is valid and subsisting as on date.

VIII. Limitation on the liability

Given the non-financial nature of the agreement, and the dependency on LSG Rajasthan for success of this collaboration, no party is liable in any way. Also the fulfilment of obligations by CUTS shall depend on the availability of funds/resources which need to be generated by CUTS.

IX. Termination

Both parties can terminate this MoU in writing to the other party with three months' notice.

X. Indemnity

CUTS confirms that LSG-Rajasthan shall not be liable or responsible in any manner for any act or omission of CUTS, and hereby indemnifies and keeps indemnified and holds LSG-Rajasthan harmless from and against all or any loss, damage, charges, costs and expenses that may be incurred or suffered by LSG-Rajasthan or any one of its employees on account of any claim made by any person directly arising out of LSG-Rajasthan's association with this collaboration. The same will operate in a vice versa fashion i.e. LSG-Rajasthan agree to indemnify CUTS as detailed above.

XI. Variation

The terms of this Memorandum of Understanding may be amended or modified with the mutual consent in writing of both parties.

XII. Force Majeure

Any delay or failure in fulfilling the responsibilities as stated in Clauses II/III shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this MoU, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, war, hurricane, sabotage terrorism, vandalism, accident and other like events that are beyond the reasonable anticipation and control of any or all of the parties affected thereby, despite the party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to the party's failure to perform its obligations under this MoU.

Demand for any fee/remuneration or any other funding by CUTS will not be accepted by LSG-Rajasthan, since CUTS has mentioned it will not seek any compensation or remuneration from LSG-Rajasthan as part of this collaboration.



For and on behalf of

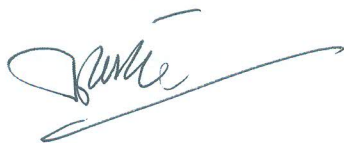
The Department of Local Self Government, Government of Rajasthan

GN 12/10/2015

Director cum Joint Secretary, Local Bodies Department

For and on behalf of

Consumer Unity and Trust Society (CUTS)



Pradeep S Mehta

Secretary General

6/2/14/15
PRD ALB.



(Amar Deep Singh)
CUTS-International,
Jaipur, Rajasthan.