

J-17060/222/2013-Aajeevika Skills
Government of India
Ministry of Rural Development
Department of Rural Development
(Aajeevika Skills Division)

New Delhi, dated 4th February 2014

Notification No.5/2014

Subject: Model MoU for projects granted under Aajeevika Skills Guidelines 2013/Roshini initiative-reg.

Consequent to notification of Aajeevika Skills Guidelines, 2013 w.e.f 20th September 2013, it is hereby stated that the model Tripartite MoU attached to this notification shall be applicable to all single state projects sanctioned under Aajeevika Skills Guidelines, 2013/Roshni initiative.

2. All Project Implementing Agencies who have been sanctioned projects under Aajeevika Skills Guidelines, 2013/Roshni initiatives are requested to contact the State Government Nodal Agency for skills and the Technical Support Agency concerned immediately with the fair copy of MoU for execution in order to commence the project implementation.



(S.B.Tiwari)

Under Secretary to the Government of India

Tel: 24603617

To

1. All Secretaries (in-charge) of Rural Development in State Governments.
2. All State Nodal Agencies for Skill/ SRLM
3. All Registered Project Implementing Agencies
4. All officials in Aajeevika Skills Division, MoRD
5. All officials in Rural Livelihoods Division, MoRD
6. Guard File
7. Shri Abu O.Saifi- with a request to ensure that this notification is uploaded on the website.

Model Tripartite MOU

Among

State Skill Mission, Aajeevika Skills

And

Central Technical Support Agency, Aajeevika Skills

And

Project Implementation Agency, Aajeevika Skills

- Note:**
- (i) This is a model MoU to be executed between the above mentioned parties after project sanction by the Sanctioning Authority, i.e Ministry of Rural Development in case of non-AAP States and State Rural Livelihood Mission or nodal State Skill Mission.*
 - (ii) The MoU shall be suitably modified to that extent in AAP States, where the State Government has designated its Technical Support Agency for the task of monitoring and evaluation of projects instead of Central Government Technical Support Agency,*

(For State Skill Mission)

(For TSA)

(For PIA)

Model Memorandum of Understanding

(For Aajeevika Skills /Roshni projects granted by the Ministry of Rural Development. This MoU doesnot apply to projects under Himayat initiatives)

1. This Memorandum of Understanding is entered into on this <insert day> <month, year> (hereinafter called MoU).

Among

_____ <Name of State Rural Livelihood Mission or designated State Nodal Agency for skill development>, hereinafter called the "**State Skills Mission**" (which expression shall and include, unless it is repugnant to the context, its administrators, successors and assignees) under the administrative control of _____ <Name of the Department in State Government>; and represented by its authorized signatory Shri/Smt/Ms. _____ working as _____ (Designation) aged _____ years in the _____ <Name of State Rural Livelihood Mission or designated State Nodal Agency for skill development>,

And

_____ <Name of Central Technical Support Agency>, an agency appointed by Aajeevika Skills Division in the Ministry of Rural Development, hereinafter called "**the TSA**" (which expression shall mean an include, unless it is repugnant to the context, its administrators, successors and assignees) and represented by its authorized signatory Shri/Smt/Ms. _____ working as _____ <Director General/Project Director/Registrar/Chief Executive Officer/General Manager/ Deputy General Manager>, in the _____ <Name of Central Technical Support Agency>, aged _____ years.

And

_____ <Name of PIA>, a _____ <legal nature of organization> having its Head Office at _____ <complete address of PIA to be given>, hereinafter referred to as "**the PIA**" (which term and expression shall mean and include, unless it is repugnant to the context, its successors, administrators and assignees) and represented by its authorized signatory Shri/ Smt/Ms _____ years working as _____ <designation>, aged _____ years.

(For State Skill Mission)

(For TSA)

(For PIA)

2. All the parties mentioned above shall be jointly referred to as “ **Parties**” under this MoU.

3. Purpose of MoU

3.1. This MoU establishes a tri-partite framework for execution of projects under the Aajeevika Skills Guidelines, September 2013 (as may be amended from time to time), of the Ministry of Rural Development, Government of India. It sets out the role and responsibilities of each of the parties for achievement of common objectives of Aajeevika Skills.

3.2. All parties hereby affirm that they shall work towards the implementation of the project MoU in letter and spirit.

4. Responsibilities of the Parties to the MoU.

(I) State Skills Mission

4.1. The State Skills Mission has a primary role in stewardship and monitoring of the projects under Aajeevika Skills in the State. The State Skills Mission shall ensure, *inter-alia*, the following:

- (i) It will discharge its responsibilities through facilitation, timely support and timely review of the progress of the project.
- (ii) Release matching share of State assistance totalling 25% of the total project cost / 10% of the total project cost (in case of North-East States only), which may include a contribution of upto 10% of total project cost in kind in the form of infrastructure facilities* for the project to the TSA on sanction of the project. However, the release of State share will be in consonance with the due and payable instalments, as detailed under Clause 5.9 of Aajeevika Skills Guidelines, September, 2012-13 (as amended from time to time). The cash component of the State's share shall be paid to the PIA through the TSA within 10 days from the release of Central share to the Second Party.
(**strike out if not applicable*).
- (iii) Regular Monitoring of Performances and outputs in terms of the Aajeevika Skills Guidelines.

(For State Skill Mission)

(For TSA)

(For PIA)

- (iv) Regular review of quality of performance through field visits, quality assurance checks and inspections.
- (v) Facilitate information exchange, dissemination, analysis of trends and feedback into management and monitoring of the Aajeevika Skills project.
- (vi) The stewardship role shall be exercised in accordance with the Guidelines and procedures for Aajeevika Skills projects (as notified from time to time).

(II) Technical Support Agency (TSA)

4.2. The TSA, under MoU will ensure the following:

- (i) Undertake capacity building of the State Skills Mission, through orientation, training & technical workshops, as maybe required from time to time.
- (ii) Provide inputs to State Skills Mission on the quality and relevance of the projects of the PIA.
- (iii) Undertake regular and concurrent monitoring of the project being undertaken by the PIA, through field visits and MIS review, to continuously assess the performance of the PIA for inputs to all stakeholders and for timely course correction.
- (iv) Ensure timely fund release for the project to the PIA as per prescribed service standards and operational norms.
- (v) Participate in all discussions and meetings with SRLMs and the PIA as well as other stakeholders as maybe required for implementation of the project.
- (vi) Undertake all other activities as TSA required for achieving the objectives of the Aajeevika Skills Guidelines, as notified by the Ministry of Rural Development, Government of India from time-to-time.

(III) Project Implementing Agency (PIA)

(For State Skill Mission)

(For TSA)

(For PIA)

4.3. The PIA under this MoU agrees to the following:

- (i) The PIA will be fully and directly responsible for achieving the physical targets (as given in the Work Schedule attached with the MoU) and corresponding financial targets of the project in full compliance with the Aajeevika Skills Guidelines and the project sanction order.
- (ii) The PIA shall comply with all terms and conditions (generally given as annexure to the sanction order), in addition to the norms specified under Aajeevika Skills Guidelines, 2013 (and any additional requirements arising out of revisions in Guidelines thereto as may be mutually agreed upon).
- (iii) The PIA shall proactively endeavour to enhance the quality norms across the project value chain.
- (iv) The PIA, of its own accord shall promptly inform all the parties of any changes or any modifications that affects its legal nature and the objectives under this MoU. Such information shall be communicated in writing to all the parties to this MoU within 7 days of such modification.

5. Financing of the project-

5.1. The PIA is sanctioned financial assistance for the project *<Title of the project as below>*

- (i) Sanction reference no: sanction letter no *<_____>* dated *<____>* *<with annexure>* *<total no candidates for skilling>* *<insert no of candidates>*.
- (ii) Total project cost Rs.*<____>* project tenure *<insert number of years>* (refer copy of sanction along with Terms and conditions as enclosed).
- (iii) The State share of funding (25% in case of States /Union Territories and 10% in case of North-East States) for the project:
 - a. shall be Rs. *<insert amount>*, amounting to *___ %* *<insert ratio>* of the total project cost as cash component, and

(For State Skill Mission)

(For TSA)

(For PIA)

- b. *of the total State Government support ____ % of the project cost *<give percentage of the total cost>* shall be in the form of infrastructure support *<give details>*
(*strike out if not applicable).

5.2. The PIA shall not be entitled to any additional funding for any extension in the tenure of the project, unless specifically approved by Ministry of Rural Development, Government of India. In general all projects shall be required to be completed within the approved project tenure failing which the project may be closed by the State Skill Mission or the Ministry of Rural Development, Government of India, on a recommendation from the TSA. Such closure shall result in limiting the funding of the project to the extent of physical achievement attained till the sanctioned tenure of the project.

5.3. The TSA in consultation with the State Skill Mission or on an advice from the State Skill Mission, may suspend all the payments to the Third Party if the Third Party fails to perform any of its obligations under this MoU. However, the TSA shall take this action only after giving a due notice to the PIA specifying the nature of non-performance of the PIA, and providing due opportunity to the PIA to remedy such failure within a reasonable period as maybe specified in the notice.

6. Communication

6.1 All notices and communication under this MoU shall be addressed to the following representatives of the parties as detailed below-

- (i) <Insert name, designation, email address of State Skills Mission>
- (ii) <Insert name, designation, email address of TSA>
- (iii) <Insert name, designation, email address of PIA>

6.2. Formal communications shall include communication by email as well.

6.3. Any communications that may require deviation from this MoU or Aajeevika Skills Guidelines, 2013 (as amended from time to time) and related order and procedures shall be permitted only with written approval of Ministry of Rural Development, Government of India.

7. Confidentiality

(For State Skill Mission)

(For TSA)

(For PIA)

7.1. All parties acknowledge the confidentiality of information that maybe exchanged among the parties from time to time, under this MoU. All parties agree not to disclose the same to any outside party, unless such information is:

- (i) Part of the public domain at the time of disclosure or.
- (ii) Require to be disclosed in accordance with the applicable laws of the country.

8. Arbitration and Applicable Laws-

8.1. The parties hereby agree that any controversy, claim or dispute arising in connection with this MoU, and which cannot be resolved amicably shall be referred to the Empowered Committee for Aajeevika Skills in the Ministry of Rural Development, Government of India, whose decision shall be final and binding on all parties.

8.2. All disputes shall be resolved as per the Government of India policies and applicable Indian laws.

8.3 In case filed for judicial remedy, where the Ministry of Rural Development is the First Deponent, the case shall be filed in New Delhi. In case for judicial remedy, where the First Deponent is State Skills Mission, the case shall be filed in the respective court in the State Headquarters.

9. Force Majeure-

9.1. No failure or omission by any of the parties to perform any of the terms and conditions under this MoU shall give rise to any claim against such party or be deemed breach of this MoU if such failure or omission arises from an act of God, war or military operations, national or local emergency, natural disasters (fire, lightening, flood or such similar disasters), or any other reason which lies outside the control of the Parties.

10. Validity of the MoU

10.1. This MoU shall come into force on the date of execution of the MoU and shall be valid for the entire lifecycle of the project.

11. Debarment of the PIA

(For State Skill Mission)

(For TSA)

(For PIA)

11.1. The State Skills Mission, with the approval of the Ministry of Rural Development, Government of India, may debar the PIA from applying for a fresh project if the PIA does not remedy a failure in performance under this MoU within the period specified in the notice.

11.2. However, the State Skills Mission shall take action for debarment only after giving a due notice to the PIA specifying the nature of non-performance of the PIA with an opportunity to remedy such failure within a reasonable period as maybe specified in the notice, and after giving the PIA an opportunity to be heard.

12. Termination

12.1. This MoU may be terminated by the PIA by giving 30 days written notice to the State Skills Mission and the TSA.

12.2. The State Skills Mission may terminate the MoU by giving 30 days notice to the PIA with information to the TSA and the Ministry of Rural Development, Government of India in case :

(i) the PIA becomes insolvent or bankrupt or is convicted under any criminal or civil charges under the applicable laws in the country.

(ii) the PIA does not remedy a failure in performance as pointed out by the State Skills Mission or the TSA within a specified period of notice issued by the State Skills Mission or the TSA.

12.3. However, the TSA shall take action for termination of MoU only after giving a due notice to the PIA specifying the reasons for termination with an opportunity to reply within a reasonable period as maybe specified in the notice, and after giving the PIA an opportunity to be heard.

13. Severability

13.1. The invalidity of any provision of this MoU shall not invalidate other provisions or the MoU. Any such gap should be duly modified through amendment to the MoU in writing, with mutual consultation among all the parties.

14. Modification of the MoU

14.1. Any provision of this MoU may be amended or modified at any time by mutual consent among the party.

(For State Skill Mission)

(For TSA)

(For PIA)

14.2 Such amended/ modifications shall be undertaken with the written approval of Ministry of Rural Development, Government of India and communicated duly to all the Parties.

In witness where off all parties hereto have caused this agreement and a triplicate thereof on their respective behalf by their duly authorized officials on the date and place herein above mentioned

Signed, sealed and delivered within Name and address of State Skills Mission

By the hands of duly authorized representative.

In the presence of the following witnesses:

1

2

Signed, sealed and delivered within Name of Central Government designated Technical Support Agency

By the hands of duly authorized representative.

In the presence of the following witnesses:

1

2

Signed, sealed and delivered within Name of PIA

By the hands of it's duly authorized representative.

In the presence of

1.

2.

(For State Skill Mission)

(For TSA)

(For PIA)

Enclosed:

1. Copy of Sanction order issued by Project Sanctioning Authority
2. Copy of Standard Terms & Conditions
3. Copy of Special Terms & Conditions (if any)
4. Work Schedule for the Project (Annual District-wise, center-wise, trade-wise targets)

(For State Skill Mission)

(For TSA)

(For PIA)