

# INDIA NON JUDICIAL

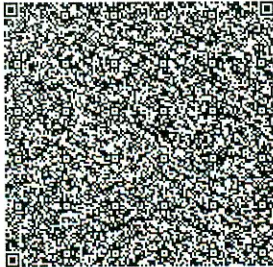
## Government of National Capital Territory of Delhi



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### e-Stamp

**Certificate No.** : IN-DL79232237278957L  
**Certificate Issued Date** : 22-Oct-2013 12:26 PM  
**Account Reference** : IMPACC (IV)/ di718203/ DELHI/ DL-DLH  
**Unique Doc. Reference** : SUBIN-DL71820356532792202174L  
**Purchased by** : PROFESSIONAL ASSISTANCE FOR DEVELOPMENT ACTION  
**Description of Document** : Article 58 Memorandum of Settlement  
**Property Description** : NA  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : CENTRAL SILK BOARD  
**Second Party** : PROFESSIONAL ASSISTANCE FOR DEVELOPMENT ACTION  
**Stamp Duty Paid By** : PROFESSIONAL ASSISTANCE FOR DEVELOPMENT ACTION  
**Stamp Duty Amount(Rs.)** : 100  
(One Hundred only)



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### Memorandum of Understanding

This Memorandum of Understanding is entered into at New Delhi on this 21<sup>st</sup> day of October 2013 (hereinafter called MoU) between Central Silk Board hereinafter referred to as CSB represented by Ms. Ishita Roy, Member Secretary, CSB, Bangalore hereinafter called the **First Party**, which term and expression shall mean and include, unless repugnant to the context, its successors, assignees, administrators of the **First Party** and Professional Assistance for Development Action hereinafter referred to as **PRADAN**, represented by Mr.

#### Statutory Alert

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

**Manas Kumar Satpathy, Executive Director, PRADAN, New Delhi**, which term and expression shall mean and include, unless repugnant to the context, its successors, assignees, administrators of the Second Party. **PRADAN is a public service organization registered under Society Registration act 1860 at New Delhi** having its Head Office at E1- A, Kailash colony, New Delhi – 110 048, hereinafter referred to as PRADAN. All the Parties are collectively referred to as **"The Parties"**

**Whereas**

1. Ministry of Rural Development, Government of India hereinafter referred to as **"MoRD"** has in terms of its letter No. K-11011/56/2012/MKSP/NTFP/MS dt. 12.08.2013 (**Annexure- I**) agreed to provide financial assistance under Mahila Kisan Sashaktikaran Pariyojana (MKSP), a subcomponent of National Rural Livelihood Mission (NRLM) by way of Grant-in-aid from Central Government to be released in installments of 10:15::50:25 for implementation of a multi state project for the Promotion of Tasar Based Livelihoods under MKSP **at a cost of Rs.2394 lakh which is to be funded by the Central Government (MoRD) to the extent of Rs1795.5 lakh and contribution of Rs. 598.5 lakh by CSB.** The **Annexure-I** contains the objective, scope, payment schedule, method of implementation and all other terms and conditions of the multi-state project under MKSP-NTFP stream which form part and parcel of the is MoU and binding on both of the parties.

**PRADAN** which has been designated as Programme Implementation Agency subject to the terms and conditions hereunder:

2. **PRADAN**, as a part of its commitment towards Rural Development has agreed to implement Multi state project for Promotion of Large Scale Tasar Sericulture Based Livelihoods under MKSP in Jharkhand **at a cost of Rs. 2394 lakh which is Funded by the Central Share (MoRD) and CSB contribution as shown above.**

3. **The project** period would be 3 years from release of 1st installment of Central share i.e. from 21st October, 2012 to 20th October, 2015.....

4. The funds for the implementation of the program shall be transferred through the CSB as the fund routing/ coordinating Agency who is authorized hereinafter referred to as **First Party.**

5. The project shall be known as **"Multi state project for Promotion of Large Scale Tasar Sericulture Based Livelihoods under MKSP in Jharkhand"**.



## ARTICLE – I

### OBLIGATIONS OF THE PARTIES

1.1 PRADAN, agrees to implement the programme, and shall comply with and also

- a. Ensure the compliance of all the terms & conditions as stipulated in the sanction order of MoRD which is **Annexure-I** forming part and parcel of this MoU
- b. Ensure at all times to manage, maintain, plan and carry out the operations in accordance with the sound technical and financial practices and under the supervision of experienced and competent staff in adequate number, and with active participation of beneficiaries.
- c. PRADAN shall furnish the inception report containing the details of project implementation structure (Personnel & Systems) to be put in place, to CSB and MoRD within fifteen days of signing of the MoU.
- d. PRADAN has to identify the beneficiaries under MKSP in accordance with the Guidelines of MKSP and furnish the list to MoRD/CSB.
- e. PRADAN has to Furnish to MoRD and CSB, any and all such information and reports including physical & financial progress reports (quarterly statement of A/c) on the use of the Granted funds as well as on the implementation of the Programme, as per the prescribed time schedule and/or as and when sought, as mentioned in MoRD sanction letter, being **Annexure-I**.
- f. PRADAN of its own accord, promptly, inform to MoRD and CSB of any and all modifications of the Articles of Association and of other regulations applicable to it, within 30 days from such change of any and all changes in its management and of any and all circumstances that are likely to preclude or seriously jeopardize the accomplishment of the purpose of this MoU.
- g. PRADAN has to submit to CSB and MoRD physical and financial progress reports on quarterly basis and upon completion of the project but not later than 2 months from the close of the accounting year, its status reports, all financial statements and the utilization certificates of the funds released.
- h. PRADAN has to enable and allow MoRD and CSB or the persons authorized by them at any time to inspect any and all books and records pertinent to the grant funds and its utilization as well as any and all audit and accountant's reports of its own department and external auditors and shall furnish to CSB and MoRD any and all such information as MoRD may require from time to time. PRADAN has to allow and facilitate inspection of PRADAN,



financial Statements and records and visit of the sites of the programme implementation by the persons authorized by MoRD and CSB at any time, to verify the proper use and utilization of financial contribution.

i. PRADAN has to maintain records in accordance with appropriate and accepted accounting practices reflecting its operation and utilization of grant.

j. Open and maintain a separate bank account of the project for implementing the Programme.

k. PRADAN will maintain separate book of accounts for this project for the purpose of auditing.

l. PRADAN has to get the Audit done of the expenditure incurred from the grant by the External or Statutory Auditors of **PRADAN** in accordance with the appropriate and consistently applied auditing principles in India. Such Auditors will furnish to MoRD and CSB at the end of each financial year a certificate to the effect that the accounts have been audited and the grant has been spent on the objects for which it was meant. Any unspent balance and accrued interest there from should be carried forward towards the next year's projected budget.

m. PRADAN should submit their MIS reports to MoRD as and when required with a copy marked to the CSB.

n. PRADAN has to submit detailed report of the work undertaken and completed under the project to MoRD and CSB in the state on quarterly intervals.

o. PRADAN has to furnish to MoRD and CSB in the state such other information as they may require from time to time.

p. PRADAN has to exhibit and account for the interest earned and accrued and utilize such interest for the project only subject to overall sanctioned project cost, under intimation to CSB and MoRD.

q. PRADAN has to place the details of benefits accrued to the beneficiaries, training, income etc., under MKSP on the website of the project and in the format mutually agreed upon by the **PRADAN**, CSB and MoRD.

r. **PRADAN, should submit the physical & financial progress report of the project by 15<sup>th</sup> of the month succeeding every quarter in the format prescribed by MoRD.**

s. Any other conditions which the MoRD may think necessary to prescribe.



## 1.2 Role of the CSB

- a. Shall release fund to the PRADAN as per the conditions laid down in MoRD letter dated 12<sup>th</sup> August 2013 (Annexure-I). The terms and conditions laid down in the said letter of the MoRD should be treated as the part and parcel of the MoU and conditions laid down therein is binding on the PRADAN.
- b. Obtain Quarterly Progress Reports of the Project from the PIAs and submit it to MoRD as per format devised or any such additional information / report required by MoRD.
- c. Scrutinize all the financial documents received from PRADAN and certify the same before onward submission to MoRD

## ARTICLE - II

### DETAILS OF THE PROGRAMME

**2.1** The programme envisages to empowering women in agriculture and allied activities by making systematic investments to enhance their participation and productivity, as also create and sustain agriculture/Non-Timber Forest Produce (NTFP) based livelihoods of rural women. By establishing efficient local resource based agriculture/NTFP, wherein women in agriculture/NTFP gain more control over the production resources and manage the support systems, the project seeks to enable them to gain better access to the inputs and services provided by the government and other agencies. Once the production capacities of women in agriculture/NTFP improve, food security ensues for their families and communities. **PRADAN** will be responsible for implementation of the project in accordance with the project proposal approved by the Project Approval Committee.

### 2.2 Key Activities of the PRADAN

- The organization and mobilization of women in agriculture/NTFP into groups (SHGs/ Federations / Women Farmer/NTFP Collectors' organizations)
- Training / demonstrations, farmer-scientist interactions, exposure visits etc. of women in Agriculture/NTFP in order to impart them with necessary skills and techniques
- Imparting Agriculture/NTFP related productivity enhancement techniques
- Imparting knowledge relating to sustainable techniques / practices in agriculture/NTFP as indicated in the Guidelines on MKSP
- Ensuring food and nutritional security of the women in agriculture/NTFP at household and community level



- Improving market access and ensuring remunerative prices to women in agriculture/NTFP
- Drudgery reduction through effective use of gender-friendly tools and transfer of technologies to women in agriculture/NTFP
- Awareness generation about rights and entitlements of women
- Advocacy of planting of trees and fodder availability in order to derive maximum benefits out of the agricultural/NTFP activities under the project.
- Other Allied activities

### 2.3 FINANCIAL OUTLAY

The total amount for implementing the **project under MKSP is Rs. 2394 Lakhs, out of which Rs. 1795.5 lakh which is to be funded by the Central Government (MoRD) and Rs. 598.5 lakh by CSB.** Fund will be released in installments in the ratio of 10:15:50:25 respectively.

The cost structure includes the following inputs:

- a. Year:1 Physical and Financial outlay
- b. Year:2 Physical and Financial outlay
- c. Year:3 Physical and Financial outlay

**PRADAN** will open a separate bank account for the funds released under the project and any interest accrued on the amount deposited in bank for this project will be used for project works only subject to the total sanctioned cost not been exceeded. No cost escalation will be permitted for the project. **Any escalation in cost would be borne by the PRADAN.** The project implementation period is for three years from the date of release of 1st installment of Central Share.

### 2.4 PROGRAMME MONITORING

2.4.1 MoRD will take the assistance of appropriate Agency to monitor the implementation of the project on a periodic basis for the proper implementation of programme. MoRD will hold regular monitoring & review meetings, to ensure smooth implementation of the programme. The **PRADAN** is to update all the information regarding the project on a website and is to furnish the information online on the progress of the project.

2.4.2 For monitoring and periodic review of the sanctioned project, a Committee at the State level, headed by the Secretary (RD) of the State is to be constituted who will be responsible for reviewing and monitoring the Project/s. The Mission Director, SRLM would be the convener of the Committee. The State Committee shall have participation from



Forest and Environment, tribal development and women and Child Development Departments. The Committee shall undertake quarterly reviews with the PIAs. The State governments may also constitute a State Level Technical Project Support Group to assist the PIAs in the implementation of the Projects..

2.4.3 SRLMs of the States should be involved in the process of monitoring at State Level with State Level Monitoring Committees of the project States headed by the CEO/SMD, SRLM or his designate

## **2.5 CHANGES IN PROGRAMME DESIGN**

Any changes in the Programme design shall require MoRD approval. **PRADAN** shall inform MoRD and CSB thereof the need for such changes immediately, stating the reasons, the planned measures and the consequences of the change. Execution of such measures may commence only on the basis of revised planning, and CSB upon MoRD's consent. **PRADAN** shall furnish to MoRD and CSB the implementation schedule for the entire project deliverables. The plan of action and the time lines therein, would form an integral part of this MoU.

## **ARTICLE - III**

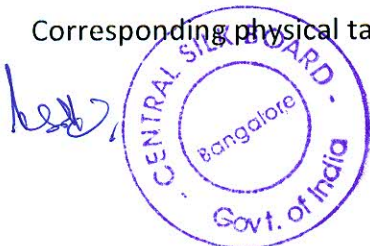
### **DISBURSEMENT /SHARE PROCEDURES**

**3.1** The Payment of the grant amount will be released in the name of **Professional Assistance for Development Action** as per the payment schedule contained in Annexure-I, which is as follows:

**First Installment** – 10% of central share of project cost will be released on submission of detailed plan of expenditure statement by **PRADAN** and signing of MoU between CSB and PIAs. 15% of central share of the project cost will be released on submission of detailed project report (DPR) to MoRD.

**Second Installment** – 50% of the Central share on:

- i. Utilization of 60% of the first installment and achievement of corresponding physical targets
- ii. Submission of year-wise utilization certificate and other requisite documents prescribed in the sanction order of MoRD and/or in this MoU.
- iii. Submission of year-wise audit reports of the funds utilized. Achievement of Corresponding physical targets.



iv. Regular reporting of the progress in the prescribed format and against the approved expenditure phasing ;On fulfillment of the conditions laid down in MoRD sanction dated 12<sup>th</sup> August 2013

v. A certificate from the Implementing/Coordinating agency that the project is being implemented as per the approved project proposal.

**Third and final installment** of 25% of the central share of the project cost net of the interest receipts would be released subject to the following conditions:

1. Utilization of 80% of the available fund and achievement of corresponding physical targets.
2. Submission of year wise audit reports of the funds utilized.
3. Regular reporting of the progress in prescribed format
4. A certificate from PRADAN/CSB that the project is being implemented as per the approved project proposal.

**3.1(a) The release of 2<sup>nd</sup> and 3rd installments shall be subject to the CSB share, if any, being credited to the project account.**

**3.2** The CSB shall disburse the grant to **PRADAN** to a **separate bank account to be** maintained for the project purpose and any interest accrued on the amount deposited in the bank will be used for project works only.

**3.3** The CSB reserves its right to suspend/ stop disbursements in case of:

a. Breach by **PRADAN** in complying with the terms and conditions of this MoU and Annexure-I including the non utilization or mis-utilisation of MoU for the purpose for which it has been granted and / or diverting the MoU for any other purpose or project other than the project requirement with compliance to article-II clause-2.3.

b. Extraordinary circumstances arising which in the opinion of the MoRD or CSB are likely to preclude or seriously jeopardize the implementation, the operation, or the purpose and the decisions taken by MoRD is final.

**3.4** If any of the situations specified in Articles 3.3 (a) or (b) has occurred and has not been rectified / remedied to the satisfaction of MoRD and CSB within the period prescribed by MoRD, which shall, however, be at least 30 days, the CSB in the state may,

a. In the case specified in Articles 3.3 (a) demand the immediate repayment of all disbursed amount to the extent of non fulfillment/achievement in complying with terms and conditions of this MoU which may depend on facts and circumstances as the case may be;





b. In the case specified in Article 3.3 (b) demand the immediate repayment of such amounts as PRADAN is unable to prove to have been used for the stipulated purpose.

c. In the event PRADAN does not fulfill the targets stated in the approved proposal after receipt of funds from CSB, PRADAN shall refund the grant-in-aid received from the CSB along with interest at the prescribed rate proportionate to the extent targets have not been fulfilled. The first party shall recover the same as per law.

d. CSB shall remit all such amount so recovered to MoRD within 30 days of the receipt of the fund.

3.5 The completion report of the project should be made available by the PIA to MoRD through the CSB within three months from the date of project completion along with final utilization certificate and audit reports duly authenticated by the CSB.

#### ARTICLE – IV PROGRAMME IMPLEMENTATION

4.1 PRADAN shall be the Programme implementing Agency. The implementation of the MKSP shall be done by PRADAN as per the agreed terms and conditions by them.

4.2 The time table, cost and financing schedule required for the proper technical and implementation of the programme shall be prepared by PRADAN and submitted to MoRD and CSB. Such schedule is to show, the deadlines and amounts, the intended chronological interrelation of the individual programme measures and the resulting financial requirements.

4.3 If any modifications are found necessary, MoRD shall be consulted, upon whose approval those modifications which are approved and implemented.

4.4 There would be a Project Steering Committee (PSC) for reviewing the progress made and to strengthen the programme. The composition of the committee would be as under:

Joint Secretary (Rural Livelihoods), D/o Rural Development	Chairman
Joint Secretary (Environment & Forest) or his/her nominee Member not below the rank of DS/ Director	Member
Joint Secretary (Extension) / RKVY, DAC or his/her nominee not below the rank of DS/ Director	Member
Joint Secretary (A &DD)/JS (C) /JS (LH) /JS (FY) or his/her nominee not below the rank of DS/Director	Member



Joint Secretary, Ministry of Tribal Affairs	Member
Joint Secretary, Ministry of Development of North East Region (In case of Projects from North East)	Member
Director/Dy. Adviser (RD), Planning Commission	Member
Director/Deputy Secretary (IFD), D/o Rural Development	Member
Representative from the Ministry of Women and Child Development	Member
Representatives from the Appraising Agencies	Member
Special Invitee/Expert (Two)	Member
Director/Deputy Secretary/Joint Director dealing with the Subject	Member- Convener

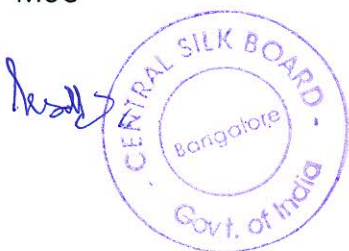
**4.5** The PSC will meet twice a year or as required by the project to review the progress in implementation. The Member Secretary will forward the minutes of these meeting to CSB, implementing agency **PRADAN** and other members of the committee.

**4.6 PRADAN** shall document the project progress /implementation using suitable audio, visual, print aids giving the status of the beneficiaries before and after the project. It would maintain record of interventions initiated and the project achievements.

**4.7 PRADAN** shall submit quarterly reports to MoRD and CSB regarding physical and financial progress under the project by the 15th of every quarter.

**4.8 PRADAN** on utilization of specific funds and achievement of physical target shall send fund requisition letter to the CSB with the requisite documents as mentioned below for onward submission by the CSB to MoRD after due verification /certification CSB.

- a. Financial year wise fund utilization certificates in the format prescribed under GFR 19-A.
- b. Financial year wise audit report consisting of balance sheet, income – expenditure statement and payment & Receipt statement
- c. Physical performance report in the format prescribed herein
- d. Any other formats that may be prescribed under sanction order issued by MoRD or in the MoU



## **ARTICLE - V**

### **EFFECT OF INVALID CLAUSES AND AMENDMENTS**

**5.1** If any of the provision of this MoU is invalid, all other provisions shall remain unaffected thereby. Any gap resulting therefrom shall be filled by a provision consistent with the purpose of this MoU and settled by mutual consultation.

**5.2** Any of the provisions of this MoU may be amended or modified at any time by mutual consent through exchange of letters, and all such amendments shall be part and parcel of this MoU

## **ARTICLE -VI**

### **REMOVAL OF DIFFICULTIES**

Any matter not covered specifically in this memorandum of understanding may be settled by mutual discussions and MoU in writing thereupon.

## **ARTICLE- VII**

### **DISPUTE RESOLUTION**

a. In case of any disMoU or dispute between the parties attempt shall be made to resolve the dispute through consultations between the parties.

b. The decision regarding breach of any clause under this MoU by the Second Party shall be discussed and arrived at after mutual consent and in case any breach has been committed by the Second Party of any of the terms and conditions of this MoU/ sanction letter/ guidelines, such decisions taken by the First Party shall be conclusive, final and binding on the Second Party and they shall not question the same in any court, tribunal, etc.

c. Any disputes arising of this MoU which cannot be amicably settled shall be referred to Arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act 1996.

d. Any notice required to be given under this MoU shall be served on the party at their respective addresses given below by hand delivery or by registered post

**1 Central Silk Board**, Ministry of Textiles, Govt. of India, CSB Complex, BTM Layout, Madivala, Bengaluru – 560 068

**2 Professional Assistance for Development Action (PRADAN)**, E1/A, Kailash Colony, New Delhi- 110 048

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



*For*  
*belk*  
**Ms. Ishita Roy, IAS, Member Secretary  
Central Silk Board**



By the hands of it's duly authorized representative.

In the presence of the following witnesses:

- 1.
- 2.

*Manas*  
**Manas Kumar Satpathy,  
Executive Director, PRADAN**



By the hands of it's duly authorized representative.

In the presence of the following witnesses:

1. *Neha*
2. *Kiz*

