# MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Undertaking is made on this day, the ………………………. between National Institute of Agricultural Extension Management (MANAGE) herein refer to as MANAGE having its office at Rajendranagar, Hyderabad – 500 030 which expressions shall include authorized representative of first part training centre, viz……

having its Office at …………………………………………………………………………

(hereinafter referred to as Training Centre represented by its authorized representative) of the second part, for the state of …………………………………………………………………………

1. The Programme for which this MoU is signed is to be known as “Network of Agri-clinics and Agri-business Centers by Agriculture Graduates Scheme” of the Government of India.
2. Whereas the Training Centre is desirous of undertaking a joint project for the training and handholding component of the said Scheme with MANAGE, the two parties to this Memorandum of Understanding, with the intention of both being legally bound, accept the following terms and conditions:
3. **Coordination and Contact Points**
   1. MANAGE for coordination on broad policy issues and matters related to centralized operations.
   2. Training Centre for all operational matters which includes training, handholding component as per MANAGE guidelines.
4. **Responsibilities of the Training Centre**

The Training Centre shall;

1. organize training and handholding activities under the Agri-Clinics and Agri-Business Centres Scheme as per the MANAGE guidelines.
2. Ascertain for itself the financial viability of the project and shall fund all cost over runs, if any;
3. Not make any financial commitment on behalf of MANAGE, nor shall take loans or create any other financial liability binding MANAGE under this agreement;
4. Have all employees relating to this project on its payroll, or shall invite outside Guest Speakers/faculty on its own, and MANAGE shall have no legal, financial or any other responsibility towards them;
5. Follow the course outline supplied by MANAGE, as may be amended from time to time;
6. Conduct no such parallel activity which may be prejudicial to the interests of the said Scheme, or MANAGE;
7. Maintain records of the trainees and their regular attendance, and share them with MANAGE;
8. Provide the following minimum infrastructural facilities:
   * 1. Computers with necessary software
     2. Printers and photocopiers, as required
     3. TV/VCR/ACR
     4. Rooms for conduct of counseling
     5. Necessary furniture.
9. Provide assistance for conduct of study visits, field visits, etc.;
10. Not realize any fee from the trainees in any form whatsoever;
11. Incur expenditure on all operations/services as per the financial guidelines of MANAGE.
12. Provide free of cost handholding facilities, counseling and guidance to the trainees for 1 year after the training.
13. Register candidates for organizing training programmes
14. **Responsibilities of MANAGE**:

The MANAGE shall:

* 1. Develop and provide broad course outline to the Training Centre.
  2. Provide list of trainees allotted to each Training Centre or be entitled to ask training institute to generate applicantions.
  3. Provide norms and guidelines wherever necessary;
  4. Provide lump-sum grant to the Training Centres on per trainee basis at the rates fixed by Scheme guidelines.
  5. Be responsible for the logistics and operational aspects of the training component of the said Scheme;
  6. Provide timely clarifications regarding Academic Inputs and any other necessary information to the Training Centre;
  7. Shall ensure through proper co-ordination and consultation that all the Training Centres provide quality training under the said Scheme;
  8. Shall ensure that all amounts released under the said Scheme to them by GOI, shall be disbursed to the Training Centres timely, and keep a track of the number of trainees attending the programmes at each Training Centre.

1. **Force Majeure**

In the event of non-fulfillment of the contract terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither the Training Centre nor MANAGE shall be held responsible for any loss or consequential loss.

1. **Indemnity**

The Training Centre hereby agrees jointly and severally to indemnify MANAGE, their representatives, administrators and properties from and against all action, demands, proceedings, prosecutions, attachments, and the like arising out of its liabilities and all charges, taxes, etc.

Similarly, MANAGE shall be liable to indemnify/compensate the Training Centre on account of any losses arising due to the fault of MANAGE.

1. **Liabilities**

MANAGE shall not, however, be liable for:

* 1. any payments of claims by employees of the Training Centre
  2. discharging any financial commitments made by Training Centre.
  3. Any suit on account of demands for infringement of copyright and other laws by the Training Centre which have no nexus with the object of the MoU being entered into.

1. The Training Centre shall ensure that all its software is legal. MANAGE shall not be responsible in any way for any liabilities arising out of use of pirated software.
2. **Breach of Agreement**

MANAGE shall have the right to terminate the agreement with the Training Centre, in case the Training Centre either fails to provide the services successfully as mentioned in the agreement, or violates any of the clause mentioned in the MOU, or exploits the students or misuses the partnership with MANAGE in any way.

1. **Amendment to the Agreement**

The obligation of the Training Centre and MANAGE have been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for alteration or modifications of this Agreement. These modifications/alterations will be mutually discussed and agreed upon in writing.

1. **Period of Validity**

This agreement shall be initially valid for one year from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties.

1. **Arbitration**

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the Agreement.

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| For the Training Centre  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ( ) | For MANAGE  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Director General, MANAGE |