

Memorandum of Understanding / Agreement between National Institute of Agricultural Extension Management [MANAGE] and Nodal Training Institute [NTI] under Agri-Clinics and Agri-Business Centres [AC&ABC] Scheme

1. This Memorandum of Understanding 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 –500030 which expression shall include authorized representative of first part and the Nodal Training Institute viz.,..... having its Office at (herein after referred to as Nodal Training Institute represented by its authorized representative) of the second part, for the State of.....

2. The Programme for which this MoU is signed is to be known as "Agri- Clinics and Agri-Business Centres Scheme" of the Government of India.

3. Whereas the Nodal Training Institute [NTI] is desirous of undertaking to implement 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:

4. Coordination and Contact Points

- a. MANAGE for coordination on broad policy issues and matters related to centralized operations.
- b. Nodal Training Institute for all operational matters which includes training, handholding, Refresher Training Programme component as per AC&ABC & MANAGE guidelines.

5. Responsibilities of the Nodal Training Institute [NTI]

The Nodal Training Institute shall;

- a) Organize training and handholding activities under the Agri-Clinics and Agri- Business Centres Scheme as per the AC&ABC & MANAGE guidelines. The NTI has to organize pre agreed number of training programmes committed to MANAGE in a particular year. Common Screening Committee Meetings may be conducted. However, pre-agreed success rate has to be achieved for receiving further programmes in the subsequent year. Ventures established with Bank loans receive more weightage for NTI for continuation of the programme. The success rate for the year 2016-17 is as follows:

Sl. No.	Category	Success Rate for 2016-17
1.	National	55%
2.	North-Eastern Region	32%
3.	Jammu & Kashmir	22%

- b) Agree and ascertain for itself the budget provisions for implementing the training and handholding components of the said scheme and shall fund all cost overruns if any.
 - c) Not make any financial commitment on behalf of MANAGE, nor shall take loans or create any other financial liability binding MANAGE under this agreement;
 - d) Have all employees relating to this said scheme 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;
 - e) Follow the course outline provided by MANAGE, as may be amended from time to time;
 - f) Conduct no such parallel activity which may be prejudicial to the interests of the said Scheme, or MANAGE;
 - g) Maintain Bio Metric Attendance Records of the trainees regularly and share them with MANAGE and adhere to the Training Programme monitoring guidelines stipulated by MANAGE from time to time.
 - h) Follow all the norms of AC&ABC Scheme and also adopt total transparency in implementation of the scheme.
- i) Provide the following minimum infrastructural facilities:
- i. Well-equipped Training hall with capacity of 35 candidates with hostel for decent boarding and lodging facilities with separate amenities for the women.
 - ii. Ensure safe and secure environment for women trainees in transportation, boarding, lodging and during off campus visits.
 - iii. Computers with necessary Internet, software and Webcam. Webcam will be kept on live during all the days of training programme.
 - iv. Printers and photocopiers, as required.
 - v. LCD Projector/ TV/VCR/ACR
 - vi. Rooms for conduct of counseling/ handholding activities.
 - vii. Necessary furniture such as Chairs, Tables, Almira's etc.
- j) Transport facilities for organizing study visits to the field etc.
- k) Not realize any fee from the trainees in any form whatsoever except non-refundable Application fee of Rs.500/-.
- l) Incur expenditure on all activities as per the financial guidelines of AC&ABC & MANAGE.
- m) Provide free of cost handholding facilities, counseling and guidance to the trainees for one year after the training.
- n) Register candidates for organizing training programmes and Refresher Training Programmes.
- o) Shall Submit Bank guarantee for Rs.2.50 lakhs for a period of 5 years (not applicable for Govt. undertaken organizations).
- p) Will undertake any other responsibility which MANAGE may stipulate in the interest of the scheme.

b) Responsibilities of MANAGE: The MANAGE shall:

- a. Develop and provide broad course outline to the Nodal Training Institute.
- b. Provide list of trainees allotted to each Training Centre or be entitled to ask training Institute to generate applications.
- c. Provide additional norms and guidelines wherever necessary;
- d. Provide lump-sum grant to the Nodal Training Institute on per trainee basis at the rates fixed by Scheme guidelines.
- e. Responsible for the logistics and operational aspects of the training component of the said Scheme.
- f. Provide timely clarifications regarding Policy, Academic Inputs and any other necessary information to the Nodal Training Institute
- g. Shall ensure through proper co-ordination and consultation that all the Nodal Training Institutes providing quality training under the said Scheme;
- h. Shall ensure that all amounts released under the said Scheme to MANAGE by Govt. of India, shall be disbursed to the Nodal Training Institutes timely, and keep a track of the number of trainees attending the programmes at each Nodal Training Institute.

c) 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 Nodal Training Institute nor MANAGE shall be held responsible for any loss or consequential loss.

d) Indemnity

The Nodal Training Institute 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.

e) Liabilities

MANAGE shall not, however, be liable for:

- a. Any payments of claims by employees of the Nodal Training Institute
- b. Discharging any financial commitments made by Nodal Training Institute.
- c. Any suit on account of demands for infringement of copyright and other laws by the Nodal Training Institute which have no nexus with the object of the MoU being entered into.
- f) The Nodal Training Institute 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.

g) Breach of Agreement

MANAGE shall have the right to terminate the agreement with the Nodal Training Institute, in case the Nodal Training Institute 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 trainees or misuses the partnership with MANAGE in any way.

MANAGE has every right to invoke the Bank guarantee of Rs.2.50 lakhs provided by the Nodal Training Institute in case of Breach of Agreement.

h) Amendment to the Agreement

The obligation of the Nodal Training Institute 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.

i) Period of Validity

This agreement shall be valid from the date of signing the agreement till 31st March, 2017 or such period either of the parties opts to disassociate or withdraw from the agreement. Either party can terminate the agreement with a notice of 3 months.

j) 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.

For the Nodal Training Institute

For MANAGE

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Director General, MANAGE
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