

MODEL MOU

to be signed by

Haryana Institute of Public Administration (HIPA), Gurgaon

with

Private/Knowledge Partner

1. Haryana Institute of Public Administration (hereinafter called HIPA) based in HIPA Complex, Plot No 76, Sector-18, Gurgaon and private knowledge Partner a Firm with its main business office at -----in furtherance of their mutual interest in research and consultancy in the areas of Public Services, hereby agree to implement, within the framework of the Regulations applicable to each of the organizations and subject to the availability of resources, the following programs and activities:

- (a) Joint research activities
- (b) Joint organization of seminars, workshops and academic meetings
- (c) Joint creation and publication of relevant papers and research documents
- (d) Preparing, developing and imparting knowledge inputs
- (e) Developing of tools and techniques of training and jointly organizing courses and programs
- (f) Joint project preparation and/or execution of projects
- (g) Any other activity of mutual interest
- (h)

These will be from the areas of Public Services such as Education & Training, e-Governance, Disaster Management, Health Services, PPP model building, CSR Training, HR soft-skills, e-Learning and any other similar subjects/matters.

2. Each party shall designate a Coordinator for this agreement . For HIPA this person shall be the Additional Director: for Private knowledge based partner this person shall be -----.
3. This Memorandum shall be non-exclusive and each Party is free to enter into similar arrangements with any other Party. However it is specifically understood that situations of conflict or competition will be avoided and neither Party will participate in the same project/assignment (other than Training projects) with any other Partner/Associate.

The parties hereto are desirous of entering into an agreement whereby they can collaborate and work together with each other in areas of mutual interest for mutual benefit. The areas that have been identified for joint working based on mutual discussions held between the two parties are as spelt out in paragraph (i) above.

4. This arrangement may be extended to other areas by mutual consent, through an exchange of letters recording an amendment to this Memorandum.
5. The Terms and Conditions of any revenue generating activity will be mutually agreed. Additionally, any non-Governmental Sponsors will be approved by HIPA in advance. For purposes of this Memorandum, the approval of the HIPA Coordinator will be deemed to be approval by HIPA. Actual revenue sharing will be decided on a case to case basis based upon generic formula given in clause 7 on page 2.
6. For any joint activity, HIPA will make available, subject to availability, its infrastructural facilities including Class-rooms, Lecture/Seminar Halls, Hostels or Guest House accommodation, Mess facilities, etc. The rates for each facility will be informed by HIPA from time-to-time and the revenues generated for such facilities shall go to HIPA.
7. That for each Research or Consultancy assignment to be undertaken by the Parties hereto under this Memorandum the extent of services by each party and fee or revenue sharing for services to be rendered, if any, and the terms of payment shall be negotiated and the agreed upon by mutual consent. The typical weightage of the components of an assignment will be as follows:

Sn	Activity	%age
1	Business development	15%
2	Project preparation, design and planning	15%
3	Field work	30%
4	Collation and Analysis	20%
5	Report writing	20%
6	Total for assignment	100%
7	Follow-up: including communication, dissemination, etc	separate

Revenues shall be net of any mutually agreed costs to third parties. The above percentages are indicative and may be changed, by mutual consent, depending on the assignment. The split between the two Parties will be decided based on resources being provided by each for that item; with the understanding that neither Party shall get less than 20% of the

"Total" (at item 6) for an assignment. Item (7) shall normally be bid (or estimated) separately and be shared 50:50.

An "Activity Term-sheet" shall be signed prior to bidding reflecting the commercial understanding for each assignment.

8. That neither party shall assign or transfer its rights and obligations herein to any other third party without prior written consent of the other party.
9. That it is agreed that neither Party shall withdraw from this Memorandum during the progress of the projects on hand, without written consent of the other, even during a period of non-operation of the Memorandum. Notice period of 3 months needs to be given for termination of the MoU.
10. **Billing and Payment:** Billing of assignments to end Customer can be done by either/or both Parties, depending on the assignment. Each Party shall maintain a separate account of all billing and payments received for assignments done under this Memorandum. Each Party shall transfer the agreed share of the other within 7 working days of receiving any payments from end Customers.
11. That in the event of disputes between the parties, the same shall be resolved amicably. If the parties are unable to do so, the same shall be referred to an Arbitrator, appointed by mutual consent. The arbitrator's award shall be final and binding on both the parties also jurisdiction of the arbitrator would cover the entire state of Haryana and Delhi.
12. **Right Cumulative:** The rights and remedies set forth in this Memorandum are cumulative and not mutually exclusive and are in addition to any other rights or remedies which may be granted by law or available in equity.
13. **Modifications:** This Memorandum may only be modified or amended by a written document executed by a duly authorized person on behalf of the party against whom any such amendment or modification is sought to be enforced.
14. **Term:** It is agreed between the parties that the Memorandum will be in effect for a period of one year from the date of agreement and shall be automatically renewed thereafter for an year at a time for three years, unless terminated by either Party, by one month's notice in writing. The contents of the Memorandum shall be reviewed every year, if required, and necessary modifications made as deemed appropriate by either Party to this agreement.

15. Confidentiality

- (a) The "technical information" (or "confidential information") such as drawings, specifications and related documents, furnished by either Party to this Memorandum are the properties of that Party and shall not be used for any other purpose, except for execution of the Memorandum. All rights including rights in the event of grant of patent and registration of designs are reserved. The said technical information shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole and or duplicated, modified, divulged an or disclosed to a third party or misused in any other form whatsoever without the consent in writing of the Party providing the technical information, except to the extent required for the execution of this Memorandum. This technical information shall be returned to the Party it belongs to with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose.
- (b) However, nothing in this clause shall prevent either Party from treating confidential information as non-confidential, if such information is:
- i) in the possession of, or was known to the other prior to its receipt, without an obligation to maintain its confidentiality;
 - ii) becomes generally known to the public without violation of this Memorandum;
 - iii) obtained by the Party from a third party (i) who the Party does not know to have violated , or to have obtained such information in violation of any obligation to the disclosing party with respect to such information, (ii) who does not require the Party to refrain from disclosing such information or (iii) who has the right to disclose it, without the obligation to keep such information confidential;
 - iv) independently developed by the Party without the use of confidential Information
 - v) is required to be disclosed by the Party under the compulsion of law, or by order of any court or government or regulatory body to whose supervisory authority the Party is subject; provided that, in any such event, the Party shall give the other a notice in writing as soon as practicable (which shall be prior notice where possible and not later than 30 days after the disclosure) and the giving Party shall use its best effort to obtain assurance that the disclosed information will be accorded confidential treatment.

16. **Publicity**

(a) No Publicity of any kind whatsoever regarding this Memorandum shall be given by either Party without prior permission of the other.

17. **Non-Solicitation:**

(a) During the term of this Agreement and for a period of 12 months thereafter, each Party agrees not to hire, recruit, solicit or otherwise employ the services of any personnel of the other Party that is engaged in the performance on behalf of the other Party pursuant to this Agreement.

18. That this Memorandum is executed in duplicate and one copy will remain with each Party.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed by their duly authorized officer or representatives as on the date first written.

(Party A)

(Party B)

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Signed and Delivered by

Signed and Delivered by

In the presence of
Witnesses:

In the presence of
Witnesses: