



मध्य प्रदेश MADHYA PRADESH

AR 903060

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is signed on this day 31st of JAN-2019 between (General Manager), Block-B Area, Northern Coalfields Limited, A subsidiary of Coal India Limited, herein after referred to as "FIRST PARTY" AND (Professor), Department of Social work, University of Lucknow herein after referred to as "SECOND PARTY".

Whereas the "SECOND PARTY" approached "FIRST PARTY" for financial assistance of Rs. 3.45 (Three lakh forty five thousand only), inclusive of all taxes for "Organizing awareness camps on sanitation, health and hygiene, Govt. schemes and entitlements, education, livelihood enhancement practices etc in panchayats."

Whereas the "FIRST PARTY" considered the request of "SECOND PARTY" and approved the proposal for an estimated amount of Rs. 3.45 (Three lakh forty five thousand only) and agreed for release of fund in a phased manner and execution of this project through "SECOND PARTY".

It is hereby agreed by the parties to MoU as follows-

1. The "SECOND PARTY" shall organize the "Organizing awareness camps on sanitation, health and hygiene, Govt. schemes and entitlements, education, livelihood enhancement



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practices etc in panchayats". The entire awareness program shall consist of minimum 20 camps. Participants will be from nearby villages of Block-B Area and allotted villages under Transform Singrauli Project. Camps will be organized in 9 allotted panchayats as enclosed in annexure X.

2. "FIRST PARTY" shall release the payment against the work in following manner:
 - The first installment of 40% of the amount of program cost (Rs. 138000) i.e. **Rs. 1.38 (One lakh thirty eight thousands only)** shall be paid by first "FIRST PARTY" within fifteen days of signing of MoU through ECS/Cheque in the account of "SECOND PARTY". The same procedures shall be followed in case of other installment.
 - The second and final installment of 60% of the amount of program cost (Rs. 207000.00) i.e. **Rs. 2.07 (Two lakh seven thousands only)** after completion of work and submission of statement of expenditure of first installment along with utilization.
3. **Duration of MoU/Completion of Project-** Three months from the date of release of first installment.
4. The "SECOND PARTY" shall refund the unutilized amount if any to "FIRST PARTY".
5. The "SECOND PARTY" will abide by all the statutes & comply with the provision of applicable Acts/Rules and obtain required permission for setting up of such project from such authorities, as necessary. "FIRST PARTY" shall not be the responsible for any violation or non-compliance of the laws/rules in this regard.




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Reports as well as photography documents of all the camps shall be maintained separately by the "Second Party" and will be handed over to the "First Party" before release of full/partial payment.

6. The "Second Party" shall be responsible for any claim, damages, compensation etc. whatsoever if arisen due to non-compliance/observation of Law, Acts, Notification etc. of the State or Central Government relating to the workmen/employees engaged by the contracting agency on behalf of the "Second Party" for due performance/fulfilling the obligation by "Second Party" under this MoU. "First Party" shall in no way be responsible for any injury to any person or property for any reason whatsoever.
7. The "Second Party" hereby undertakes through signing of this MoU that it has not received and will not receive any contribution/funding in cash towards the project from any other during the relevant period of the project.
8. "SECOND PARTY" shall be responsible for running and looking after the maintenance and operation of the project in future and "FIRST PARTY" shall have no liability whatsoever for running and maintenance etc. of such project.
9. In any case liability of "FIRST PARTY" shall be limited to amount sanctioned under CSR scheme and no additional payment shall be made by "FIRST PARTY" whatsoever.
10. The amount paid by "FIRST PARTY" under this MoU shall be utilized exclusively for the purpose agreed under this MoU and shall not be diverted for any other purposes whatsoever. NCL Block-B Area shall have liberty to stop the payment of advances any time if in the reasonable opinion of NCL Block-B Area it seems that fund is not being utilized properly or directed other than the purpose mentioned here in above.





भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEES

सत्यमेव जयते

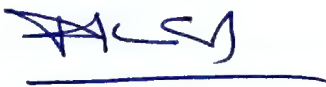
भारत INDIA

INDIAN NON JUDICIAL

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11. The "SECOND PARTY" will keep "FIRST PARTY" i.e. NCL Block-B Area harmless from against all actions, proceeding, claims, loses, damages and expenses related to or arising out of such establishment.
12. Mobilization of community for the camps would be done jointly. In case of any discrepancy or violation the "FIRST PARTY" i.e. NCL Block-B Area shall be at liberty to raise such issues before the "SECOND PARTY" and the "SECOND PARTY" will be solely responsible to take suitable actions/steps immediately in getting the same rectified.
13. If any dispute or differences arises at any stage of the MoU, the same shall be referred to CMD, NCL, Singrauli who shall act as a sole arbitrator & whose decision shall be final and binding on both the parties. The applicable arbitration procedure will be as per Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015. If the dispute still persists, District Court of Singrauli & High Court of Jabalpur shall have exclusive jurisdiction.
14. All the correspondence with Department of Social work, University of Lucknow and scope of work must be made part of MoU as Annexure-I.
15. **Termination of MoU-** MoU shall be terminated in the event of non-compliance or breach by the "SECOND PARTY" of the obligation binding upon it, by giving notice of 14 days by "FIRST PARTY".







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Bank Details of the SECOND PARTY:

Account Name- Registrar Lucknow University, Lucknow

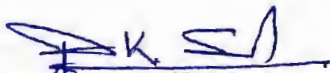
Account Number- 00600110242032

IFSC Code- UCBA0000060

Bank & Branch- UCO Bank, Lucknow University, Lucknow (U.P.)

GSTN-09AAAJL2388N2ZJ

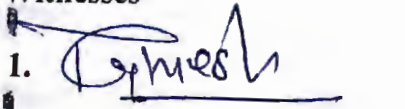
This MoU is signed by the authorized signatories of the parties to sign the MoU with a good gesture and understanding that the above project is eminent in the interest of general public at large in the locality and it is not a source of profit for any organization.

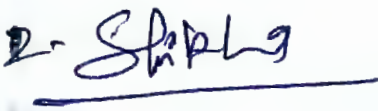

(P. J. K. Singh)

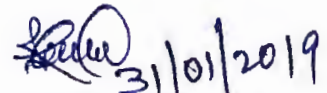
Department of Social Work
University of Lucknow
Lucknow
(SECOND PARTY)

(Signature with Seal)

Witnesses-

1. 
(Asst. Professor)

2. 


31/01/2019

On behalf of NCI Block-B Area
महा प्रबंधक
(FIRST PARTY)

(Signature with Seal)

1. 

2. 
AM(C&A)