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### MEMORANDUM OF UNDERSTANDING (MoU)

*This agreement is entered into at on this Seventeenth day of August Two Thousand and Thirteen.*

#### BETWEEN

National Institute of Rural Development (NIRD), Rajendranagar, Hyderabad, Andhra Pradesh- 500030 represented by **Director General, NIRD, Hyderabad**, hereinafter called the **First Party**, which term and expression shall mean and include, unless repugnant to the context, its successors, assignees, administrators and agents of the First Party including its administrators, executors, successors and permitted assignees of the **First Party**.

#### AND

Berhampur University, Bhanja Bihar, Berhampur, Odisha – 760007 represented by **The Vice-Chancellor, Berhampur University**, hereinafter called the **Second Party**, which expression shall unless repugnant or contrary to the context be deemed to include its appoints, successors and permitted assignees) of **Second Party**.

The NIRD & Berhampur University shall hereinafter jointly be referred to as "Parties" and individually as a "Party".

#### PREAMBLE

Berhampur University, Berhampur and the NIRD, Hyderabad has agreed to work together as partners for jointly taking up projects on Rural Development, Tribal Development Management with Special Reference to Particularly Vulnerable Tribal Groups (PVTGs), Women Empowerment, Working of the Panchayati Raj System, Livelihood Promotion of Fisheries, Innovative and Inclusive Education and Issues Pertaining to Sustainable Development; undertake capacity building and skill development of key stakeholders in areas mentioned above, documentation of best practices; and promotion of innovation, upgradation, transfer and dissemination of rural technologies. The MOU is expected to be mutually beneficial to both the partners and create a synergic effect for more efficient and effective implementation of rural development programmes in India as well as outside the country for a period of one year.

2013-2014 IRON



## **NATIONAL INSTITUTE OF RURAL DEVELOPMENT (NIRD, HYDERABAD)**

The NIRD has been established by the Ministry of Rural Development, Government of India as the apex Institute for conducting training, research and providing consultancy in various aspects of rural development with a mission to examine and analyse the factors contributing to the improvement of economic and social well-being of people in rural areas on a sustainable basis with focus on the rural poor and the other disadvantaged groups. The objective is to also facilitate the rural development efforts by improving the knowledge, skills and attitudes of officials and non-officials engaged in rural development through organising training, workshops and seminars and achieving excellence in various fields as well as dissemination of those throughout the country and even beyond. NIRD has several specialized Faculty Centres in various areas of rural development.

## **BERHAMPUR UNIVERSITY (ODISHA)**

Berhampur University was established on 2<sup>nd</sup> January 1967 by the Odisha Act 21 of 1966. The area under the jurisdiction of the University extended to the three erstwhile undivided districts of Ganjam, Koraput and Phulbani (except Boudh). This Act 21 of 1966 was substituted by a Common Act for all Universities in Odisha i.e., Act 5 of 1989. The University has been recognised under 2(f) and 12-B of the UGC Act. After the reorganisation of the districts in the state, the districts currently under the jurisdiction of the University are Ganjam, Gajapati, Kandhamal, Koraput, Rayagada, Nabarangpur and Malkangiri. The University, which is an affiliating one, has now 143 colleges affiliated to it. Besides, it has only one Constituent College, namely, Lingaraj Law College, Berhampur. These colleges have been imparting higher education in the faculties of Arts, Commerce, Education, Medicine, Law, Ayurveda, Homeopathy, Biotechnology, Bioinformatics and Computer Science including Information Technology. The University has the distinction of being one of the few universities in India to offer courses on Military Sciences. The Army Air Defence College, Gopalpur offers M.Phil., Masters Degree and other Diploma Courses in various branches of Military Science. The facilities of research are available in the Post-graduate departments and some of the affiliated colleges including Autonomous Colleges under its jurisdiction. The University has been receiving financial assistance from the UGC, ICAR, ICSSR, CSIR, NBHM, BARC and several departments of the Government of India, such as Environment & Forest, Science & Technology, Ocean Development and Tribal Affairs, etc. to undertake major research projects. The Ministry of Earth Sciences has established the Earth Science and Technology Cell (ESTC) to facilitate research on Marine Ecology and related subjects. The research in this field assumes importance in the backdrop of a long coastline of nearly 482 kilometres in the state of Odisha.

### **1. OBJECTIVES AND SCOPE**

The long run objective of the proposed collaboration is to strengthen the initiatives of each organization through mutual partnership. It is proposed to collaborate with NIRD, Hyderabad to undertake research on Rural Development, Tribal Development Management with Special Reference to Particularly Vulnerable Tribal Groups (PVTGs), Women Empowerment, Working of the Panchayati Raj System, Livelihood Promotion of Fishers, Innovative and Inclusive Education and Issues Pertaining to Sustainable Development, etc. Thus, the two organizations have expertise in areas which are complimentary to each other.

Keeping the mutual advantages in mind with the overall objective of faster socio-economic development in rural areas, the parties to this memorandum agree to collaborate in following domains:

- 1) To support each other in Research & Action Research, Capacity building & Skill development of key stakeholders on Rural Livelihoods.
- 2) To work jointly in networking and advocacy initiatives in all fields of rural development.
- 3) Facilitating sharing of resources and other knowledge outputs which will include sharing of data, reports, etc. with each other, whenever possible.
- 4) Promotion of innovation, upgradation, transfer and dissemination of rural technologies.

The proposed activities, mentioned above, are broadly indicative.

## 2. GOVERNANCE

From **NIRD, Dr. V. Madhav Rao, Professor & Head, C-GARD**, will be the main contact person. He would facilitate decisions related to the operationalisation of the MoU.

From **Berhampur University, Professor Deepak Kumar Behera, Vice-Chancellor** will be the main contact person to take decisions on any aspect related to operationalisation of the MoU.

## 3. PERIOD OF MOU

This MOU will initially remain valid for one year from the date of execution / signing of MOU. A joint appraisal will be made at the end of one year. Further decision on extension of the MOU will depend on the appraisal.

## 4. TERMINATION AND AMENDMENT OF MOU

MOU can be terminated or amended by either party with a notice of 30 days.

## 5. FINANCIAL ARRANGEMENTS

This MoU will not impose any financial responsibilities on its participants, either NIRD or Berhampur University. Actual sharing of revenues and/or costs of a specific collaborative activity will depend on the further specific agreement between the two partners as and when they propose in a project form.

## 6. CONFIDENTIALITY AND OWNERSHIP

Each organization will respect the confidentiality of information provided/shared by the parties applicable and will not disclose or share such information with a third party without written consent from the other party. However, sharing of other project work/ research related activities/training materials are highly encouraged. Due credits/acknowledgements will be given by one organization to the other when it will use data and other materials of other organization.

## 7. TERM

This Agreement shall commence from the effective date mentioned first herein before and shall remain valid and in force for one year until terminated by mutual agreement between the Parties.

## 8. DISTINCT IDENTITIES

This Agreement is not intended to create any relationship in the nature of a Partnership, Franchise, Joint venture, or Agency. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent entities, nor bind the other Parties.

## 9. AMENDMENT AND WAIVER

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each of the NIRD and the Berhampur University, or in the case of waiver, by the Party against whom the waiver is to be effective. No delay or failure of any Party in exercising any right power or privilege hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No amendment or modification of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by both Parties. The rights and remedies herein provided shall be cumulative and non exclusive of any rights or remedies provided by law.

## 10. ENTIRE AGREEMENT

This Agreement including all Annexures, Exhibits and Schedules (if any) attached hereto, shall constitute the entire Agreement amongst the Parties hereto. It shall supersede all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgements or other communication between the Parties relating to its subject matter during the term of this Agreement.

## 11. DISPUTE RESOLUTION

Any difference or dispute arising in course of action taken in pursuance of this MoU or interpretation of its provisions will be amicably resolved through mutual consultation and agreement by both the parties.

## 12. HEADINGS

The headings given herein above are for ease of reference only and shall not attach or have any effect/meaning whatsoever contrary to what is stated in the Agreement.

### 13. COUNTERPARTS

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

#### NAME AND ADDRESS OF PARTNERS

I. National Institute of Rural Development,  
Rajendranagar, Hyderabad - 500030  
Tel: 040-24008447, 24008449, E-Mail: nirdcgard@gmail.com  
Website - <http://www.nird.org.in>

II. Berhampur University  
Bhanja Bihari  
Berhampur 760007, Odisha  
Tel: 0680-2343322, E-Mail: vcbuorissa@gmail.com  
Website: [www.buodisha.edu.in](http://www.buodisha.edu.in)

We agree to execute this memorandum of understanding from the date of signature given below.

#### On behalf of NIRD

Name: **Dr. M.V. Rao, IAS**  
Designation: **Director General, NIRD**



Signature:

Date: 17/8/2013

WITNESS

In the presence of

WITNESS

#### On behalf of Berhampur University

Name: **Professor Deepak Kumar Behera**  
Designation: **Vice-Chancellor**



Signature: **Berhampur University**

Date: 17<sup>th</sup> Aug 2013

1. Pradyip Kumar <sup>na 17/8/13</sup>  
17/08/13.

2. Deepak Kumar Behera  
17.8.13

National Institute of  
Rural Development  
C.P. in I.Y.

1. Dhyanmoni P. Rao  
17.8.2013

2. Ashok Kumar Sampradhi  
17/08/2013