MEMORANDUM OF UNDERSTANDING (MoU)

Between

RAIL VIKAS NIGAM LIMITED

And

TATA INSTITUTE OF SOCIAL SCIENCES, MUMBAI

This Memorandum of Understanding is made on this the 14th day of December, 2017 between Rail Vikas Nigam Limited (hereafter referred to as RVNL), a Public Sector under the Ministry of Railways having its Registered office at August Kranti Bhawan, Bhikaji Cama Place, New Delhi – 110 066, which expression shall unless repugnant to the context include its representatives, successors and permitted assignees of the

FIRST PART: and
Tata Institute of Social Sciences (hereafter referred to as TISS), Mumbai, as SECOND PART.

and whereas RVNL is engaged in the business of execution of mega rail infrastructure projects and it has been decided that RVNL will allocate a certain percentage of their profits for expenditure in the broad area of Corporate Social Responsibility (CSR) as per Section 135 of the Companies Act 2013 and CSR policy of RVNL.

and whereas TISS has been incorporated for the purposes, among others, of making provision for imparting education and providing assistance in implementation of CSR projects/ programs

and whereas DPE has nominated TISS, Mumbai as National Corporate Social Responsibility Hub (NCSR Hub)

Accordingly, RVNL and TISS have agreed to collaborate in the broad area of implementation of projects/ programs under CSR to be taken up by RVNL.

Now therefore in consideration of the mutual covenants set out in this MoU, the parties hereby agree as per the terms and conditions detailed hereunder:

1. OBJECTIVE

1.1 RVNL and TISS will jointly collaborate to identify, monitor and evaluate projects/ programs to be undertaken as per Section 135 of the Companies Act 2013 and CSR policy of RVNL. However, RVNL may also identify projects/ programs to be implemented on which advice of TISS will be taken.

2. SCOPE

2.1 The scope of the MoU is detailed below. The scope falls within the broader tasks outlined in the National CSR guidelines issued by DPE.

3. Activities to be performed by TISS

3.1 To facilitate empanelment of NGOs/ other Agencies who would implement various activities at the field level: Baseline Survey, Execution of CSR Projects, Monitoring, Documentation, Evaluation/ impact assessment etc

3.2 To assist RVNL in formulating/ amending the CSR Policy of RVNL in accordance with guidelines issued on the subject by the Government.

3.3 TISS shall help RVNL in documentation of its CSR processes in accordance with the government guidelines, shall help in preparation of annual reports on CSR activities of RVNL, shall prepare/ assist in preparation of audio-visual and print productions as promotional activities and shall create guidelines/ parameters for reporting CSR initiatives of RVNL as per the global standards

3.4 To help RVNL to disseminate CSR experiences among NGO functionaries/ other agencies involved and RVNL officials.

3.5 TISS shall help RVNL in capacity building of NGO/ other agency functionaries and RVNL officials through training sessions in the field level and/or Classroom training. TISS shall conduct training programmes for RVNL executives involved in implementation of CSR Activities.

3.6 TISS shall conduct baseline surveys/ needs assessment studies, generally in and around the areas of operation of RVNL and suggest suitable CSR projects/ programs

3.7 TISS shall carry out the concurrent, midterm social audit and final impact assessments of
4. Obligations of RVNL

4.1 Wherever possible, RVNL shall provide TISS with lodging, local travel facilities, documents related to CSR projects in connection with CSR activities to be performed by TISS as indicated in Clause #3 above.

5. Financial terms & conditions

5.1 RVNL shall pay TISS, Mumbai an amount equivalent to 5% of the total Annual CSR budget, up to a maximum of Rs 20 lakhs, approved by the BoD of RVNL, payable as professional charges with effect from FY 2018-19 for the period of three years on annual basis.

6. Validity period of MoU

6.1 This MoU shall be initially signed for a period of three years from the date of signing of the MoU. The duration of MoU may be extended as mutually agreed by both the parties.

6.2 The detailed timeframe of the project work shall be submitted by TISS for different activities. TISS shall chalk down an exhaustive schedule for all the work that comes under the scope of the MoU and give RVNL the tentative expenditure for each of these activities.

6.3 RVNL shall have the exclusive rights to terminate the MoU after serving a notice of 30 days before the validity period and the amount of grant shall be adjusted proportionately.

7. General

7.1 This MoU will set the broad terms of collaboration between RVNL and TISS. Detailed agreement with activity plan/schedule, wherever called for, will be worked out separately between the two parties within the parameters of the MoU.

8. Confidentiality of information and secrecy

8.1 The Parties undertake that during the terms of this Agreement and any subsequent agreement, it shall keep in confidence proprietary information received from the other Party and shall not disclose it to any third party, excepting their authorized agents, representatives unless such disclosure of use is specifically authorized in writing.

8.2 Neither party shall use proprietary information received from the other Party for any purpose other than the objective and task agreed between the Parties.

9. Publicity and public information

9.1 Any news release, public announcement, advertisement of publicity proposed to be released by Consultant concerning this Agreement shall be subject to the prior written approval of RVNL.
10 Amendments

10.1 Modifications or alterations to this Agreement can only be made by means of a written amendment executed by an authorized representative of each Party.

11 Period of completion of project / task

11.1 The assignment/ tasks assigned to TISS will be completed within the time period mutually agreed upon by RVNL & TISS.

12 Arbitration

12.1 In the event of any question dispute or difference arises between TISS and RVNL under this agreement, the same shall be referred to the sole arbitration of the Managing Director, RVNL or if his designation is changed or his office is abolished, then in such cases to the sole Arbitration of the officer for the time being entrusted with the function of the Managing Director, RVNL by whatever designation such officer may be called (hereinafter referred to as the said officer) and if the Managing Director, RVNL, or the said officer is unable or unwilling to act as such, to the sole arbitration of some other person appointed by the Managing Director or the said officer. There shall be no objection to any such appointment on the ground that the arbitrator is a Government servant, or that he has to deal with the matter to which the agreement relates, to or that in the course of his duties as Government Servant he has expressed his views on all or any of such matter in dispute or indifference. The award of the arbitrator shall be final and binding on the parties.

12.2 It shall also be the term of the agreement that in the event of such arbitrator, to whom the matter is originally referred to, is under transfer, or is vacating, his office or is unable to act for any other reasons, whatsoever, the said office shall appoint another person to act as an arbitrator in accordance with the terms of the agreement, and the person so appointed, shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.

12.3 Upon any and every reference for the Arbitration, as aforesaid, the cost of the proceeding including all expenses incidental there to shall be at the discretion of the arbitrator.

12.4 The Venue of arbitration proceedings shall be in office of Chairman & Managing Director, RVNL, August Kranti Bhawan, Bhikaji Cama Place, New Delhi - 110 066 or such other place, as the arbitrator may decide.

13 Effect of agreement

13.1 Without prejudice to the provisions of Article 15 hereinafter, this Agreement supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications whether oral or written, acceptances, understandings and agreements between the Parties with respect to or in connection with any of the matters or things to which this Agreement applies or refers.

14 Termination

14.1 In case Consultant fails to proceed with the work as per the time schedule herein above and / or fail to complete the assignment, or there is a breach of any of the terms of this Agreement, RVNL shall have the right to terminate this Agreement.
termination. However, the termination shall survive the obligation of confidentiality & publicity as referred in Article 9 & 10 hereinabove.

15. Contact Officers

15.1 TISS and RVNL agree to nominate specific personnel for operation, conduct and implementation of this program.

a) Shri D. Ghosh Roy, Executive Director, RVNL and Nodal Officer on CSR activities or his/her authorized representative shall be the sole operator on behalf of RVNL, First Floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi – 110 066

b) Tata Institute of Social Sciences, Mumbai shall be the sole operator.
Address:
Tata Institute of Social Sciences,
Naoroji Campus, G-10 Building
Deonar, Mumbai – 400088
Phone No: 022-25525848

16. The document signed by both the parties constitutes the entire binding and understanding between RVNL and Tata Institute of Social Sciences, Mumbai.

Signed: ___________________________
On behalf of
TATA INSTITUTE OF SOCIAL SCIENCES
Mumbai
Name: S. Parasaruman
Director
Tata Institute of Social Sciences,
Mumbai
Office: Mumbai
Date: 11-12-2017
Place: New Delhi

Signed: ___________________________
On behalf of
RAIL VIKAS NIGAM LIMITED
New Delhi
Name: D. Ghosh Roy
Executive Director (Mech)
Rail Vikas Nigam Limited,
New Delhi,
Office: New Delhi
Date: 11-12-2017
Place: New Delhi

WITNESSES

Signed: ___________________________
Prof. B. Venkatesh Kumar
Director, National CSR Hub
Tata Institute of Social Sciences
Mumbai-400 088
Dated: 11-12-2017

Signed: ___________________________
Mrs. Gita Mishra
Director (Personnel)
Rail Vikas Nigam Limited
New Delhi-110066
Dated: __________