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- : RAMAKRISHNA MISSION
- : Article 5 General Agreement
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- : DEPARTMENT OF SCHOOL EDU GOVT OF HARYANA
- RAMAKRISHNA MISSION
- : RAMAKRISHNA MISSION
  - 20 (Twenty only)

## MEMORANDUM OF UNDERSTANDING

Please write or type below this line

This Memorandum of understanding (MoU) is executed at Panchkula on the ------ day of the month of August, 2016

#### BY AND BETWEEN:

The Department of School Education, Government of Haryana represented by State Project Director, Haryana School Shiksha Pariyojna Parishad (HSSPP),

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Shiksha Sadan, Sector-5, Panchkula (hereinafter referred to as HSSPP OR the First Party) which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees of the FIRST PART.

#### AND

Ramakrishna Mission, Ramakrishna Ashram Marg, New Delhi - 110055, a branch centre of Ramakrishna Mission, P.O. Belur Math, Dist. Howrah, West Bengal -711202, represented by Swami Shantatmananda, Secretary (hereinafter called 'THE SECOND PARTY') which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees of the Second Part.

WHEREAS it has been the concern of the 'THE FIRST PARTY' that the Educators and School Administrators have for long expressed the need for a workable programme that will enable schools to provide values education alongside learning that forms part of the regular and prescribed curriculum. Moreover in the present era it has become imperative for schools to inculcate in their students and teachers not just skills, but also values and attitudes that will help them live in harmony with themselves, with others and with nature

AND WHEREAS in pursuance of the aforementioned objective it has been decided to introduce the 'Awakened Citizen Programme' to promote value education in schools in association with the second party which has been a leading institution in this area.

NOW THIS MEMORANDUM OF UNDERSTANDING AGREED BETWEEN THE PARTIES AS UNDER

#### Section I: Objectives

The Parties agree to strengthen, promote and develop cooperation in promoting Value Education through 'Awakened Citizen Programme 'for teachers and students. It is based on the principle that each individual carries within a source of infinite strength, infinite goodness and infinite possibilities and this is the foundation of all values. The programme aims at unfolding the infinite potential already existing in students and teachers.

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#### Section II: Areas of Cooperation

- a) Development of training kit: A training kit will be developed for training teachers in Hindi or English (as per the requirement of schools). This will comprise of the presentation material, assessment tools and guidelines to trainers.
- b) Training of Teachers: Teachers of government schools will be trained to conduct sessions in their respective schools for students of classes VII, VIII and IX or VI, VII and VIII. These training programmes shall be conducted by experts in the field. The trained teachers have to implement the programme in the government schools.
- c) Sessions for students: Regular sessions will be conducted by the trained teachers in their respective schools with the inputs received during the training. It will be compulsory for the students to attend these sessions in their schools and the performance of the students will be evaluated.
- d) **Continuous Support:** Continuous support will be provided to the trainers for updating their knowledge by providing additional materials. A performance audit will be conducted towards the end of the sessions.

## Section- III : Scope of work-

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In the implementation of this Memorandum of Understanding, the Parties shall conduct the following programmes in a phased manner.

- a) First year (2016-17): Training programme will be conducted for teachers to conduct phase - 1 of the programme for classes VI or VII, in the first year. The trained teachers will conduct 16 sessions of 40 minutes each. The training programmes will be imparted for teachers of 100 government schools in the districts Gurgaon, Faridabad, Palwal and Jhajjar on a pilot basis. The schools will be chosen from the districts in the order beginning from Gurgaon. After exhausting one district, the next district i.e. Faridabad will be taken up. An independent impact assessment will be conducted after the 16 modules are completed in the schools, preferably in January 2017. If the impact is positive, the programme will be implemented in all the eligible Govt. schools of Haryana from 2017-18.
- b) Second year (2017-18): The same teachers will be trained for conducting the phase 2 of the programme for class VII or VIII.

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- c) Third year (2018-19): The same teachers will be trained for conducting the phase 3 of the programme for class VIII or IX.
- d) The teachers shall be given short duration refresher training as well as training for updation of progammes as and when necessary.
- e) Training of teachers will be held at block/ cluster level in each district or at venues such as Ramakrishna Mission, New Delhi, as per mutual convenience. However, teachers from the first batch of schools will be trained at Ramakrishna Mission, New Delhi in August / September, 2016.
- f) If the programme is extended to more schools as stated under (a), the same process will be followed for training the teachers.

### Section IV: Roles and Responsibilities

#### The first party will:

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- a) Create awareness of the programme among schools.
- b) Support the Ramakrishna Mission in the development of training modules and kits.
- c) Nominate only those schools which have either a Smartboard and / or a computer and a laptop for this programme.
- d) Incorporate the programme as a part of its Value Education programme for schools and allot 16 periods of 40-45 minutes each in the academic calendar of all the schools implementing the programme. A record of the classes conducted should be maintained.
- e) Get necessary feedback from the stake holders and give inputs as and when required by the second party.
- f) No funds will be sanctioned or granted to the Second Party at any stage of the programme .
- g) The TA/DA to the teachers of government schools for the training programme, will be borne by the School Education Department/HSSPP. The representatives of the second party will not be provided any kind of honorarium or cost to meet their travelling expenses.
- h) Provide food & accommodation to the resource persons of Ramakrishna Mission, New Delhi (if such accommodation is available) when the training programme is conducted in the Haryana Government's Educational Training Institutes.

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- i) Ensure active participation and cooperation of the schools in the implementation of the Programme (such as training and audits).
- j) Ensure that the course corrections for individual schools, suggested as a result of the performance audit, are duly complied with by the schools.
- k) Nominate a nodal officer of the School Education Department, at each district, where the programme will be implemented, to coordinate with the second party, for proper implementation of the programme.

The second party will:

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- a) Develop the training modules and kit for teachers.
- b) Coordinate with the schools for conduct of the programme in Govt. schools.
- c) Collect the registration forms as mutually decided by both the parties for the conduct of the programmes.
- d) Give necessary support including pre and post training of the teachers.
- e) Conduct the performance audit of the programme towards the end of every academic year.
- f) Provide food & accommodation to the teachers of Govt. schools when the training programme is conducted in Ramakrishna Mission, New Delhi.

## Section V: Revision, Modification and Amendment

- 1. Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 2. Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this memorandum of Understanding.
- 3. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.
- 4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

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### 6. VALIDITY OF MOU:

This MoU shall be valid for a period of 5(five) years from the date of Execution. After the expiry of contract period, this MoU may be further extended or renewed with the mutual consent of the parties which will be decided during the last six months of the operation of this MOU.

# Section VII: Grounds for Termination of MOU

- 7.1 In the event that the performance of 'Ramakrishna Mission' in the HSSPP is not found satisfactory, the HSSPP will notify 'Ramakrishna Mission' in writing of such poor performance, and in case "Ramakrishna Mission" fails to improve its performance, the HSSPP may terminate this MOU by giving 3 (three) month notice in writing.
- 7.2 On the mutual written consent between HSSPP and 'Ramakrishna Mission', the Agreement can be terminated by giving 3 (three) months written notice.
- 7.3 This MOU constitutes the entire agreement between the parties in respect of the transaction and supersedes and cancels any prior oral or written agreements, representations, understandings, arrangements, communications or expressions of intent relating to the subject matter of this MoU. This MoU shall not be altered, modified or supplemented except with the prior written approval of the parties.
- 7.4 This MOU shall be executed in two counter parts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

#### Section VIII: Dispute Resolution

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Any dispute, difference, controversy or claim between the Parties arising out of or relating to this MoU or the construction, interpretation, breach, termination or validity thereof ("Dispute") shall, upon the written request of either Party be referred to the authorized representatives of the Parties for resolution. The authorized representatives shall promptly meet and attempt to negotiate in good faith a resolution of the Dispute. In the event that the Parties are unable to resolve the Dispute through negotiation within Thirty (30) Days after service by a Party of such a request, then the Dispute shall be referred to the Administrative Secretary (School Education) Govt. of Haryana or any officer nominated by Administrative Secretary (School Education), Govt. of Haryana,

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who will be the sole arbitrator. The dispute will be resolved as per the provisions of Arbitration and Conciliation Act 1996 (as amended from time to time). The decision of the sole arbitrator will be final & binding upon the parties. The proceedings of arbitration shall be held at Chandigarh/Panchkula.

## Section IX: Governing Law and Jurisdiction

This MOU will be construed in accordance with and governed by the Laws of India and each party agrees to submit to the exclusive jurisdiction of the courts in the city of Panchkula.

Both the parties have set their hands in presence of witnesses on -----day of August, 2016 as first written above.

For and on behalf of the FIRST For and on behalf of the SECOND PARTY: PARTY: Haryana School Shiksha Pariyojna Ramakrishna Mission, New Delhi Parishad, Department of School Name: Swami Shantatmananda Education, Govt. of Haryana, Plot No. **Designation: Secretary** 1/B, Shiksha Sadan, Sector-5, Panchkula, India Signature: Shanhaltmo Name: Zile Singh Designation: Deput Peputyor (Adn Director Secretary Seal: (Administration) S.P.D RISHNA MISSION SSPP. New Delhi Signature: all hat is a se Seal: Place and Date: Place and Date: Panchkula - 17 - 8 - 2016 ertified that aforesaid statement has ban been made before me on oath S.A. Before me on 221/1/k. at Panchkula sin Sh. RIO. De llas Aleet WITNESS 1: who is identified by Saray lean Signature Name: IMISSIONER, PY HIRANJEEN Designation: CHAKRABARTY Office Seal: STENOGRAPHER WITNESS 2: Signature Name: NILENDRA NATH CHATTERJEE Designation: Office Seal: CO-ORDINATOR ATTESTED Identify the deponents. He/She has 2 ioned in my presence OATH COMMISSIONER Page 7 of 7