

बिहार BIHAR

क्र० सं० 10825 ता० 27/10/16 मुद्रा नं० सीट नं०  
क्रेता का नाम एवं पता

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हरबिन्दर पाल सिंह मुद्राक्रेता  
ला० नं०-13/2005 समाहरणालय, बटना

बिहार BIHAR

MEMORANDUM OF UNDERSTANDING

BETWEEN

State Urban Livelihoods Mission  
(Urban Development & Housing Department,  
Government of Bihar)

AND

(National Centre of Excellence for RSETIs (NACER)  
(Under the aegis of Ministry of Rural Development, Government of India)

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## MEMORANDUM OF UNDERSTANDING

1. This Memorandum of understanding is entered into this 28th day of October, 2016 at Patna.

### BETWEEN

Bihar State Urban Livelihoods Mission (SULM) a registered society of Urban Development & Housing Department, Patna, Govt. of Bihar and having its Registered office at Indira Bhawan, 7th Floor Hartali Chowk Patna, hereinafter referred to as "SULM" (which expression shall unless repugnant to the Context or meaning therefore, be deemed to map and include the successors and permitted to the ONE PART) and represented by Sri Narendra Kumar Singh, IAS, State Mission Director, SULM/Additional Secretary of Urban Development & Housing Department.

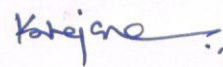
### AND

National Centre of Excellence for RSETIs (NACER) under the aegis of Ministry of Rural Development. Government of India Provides training for skill development as well as conduct Entrepreneurship Development Programme (EDP) through its numerous training centers called Rural Self Employment Training Institutions (RSETI) and Rural Development and Self Employment Training Institutions (RUDSETI), located in the State of Bihar and represented by Sri K. N. Janardhana, national Director for RSETIs, National Centre for Excellence of RSETIs having its office at "Renukaleela", No. 1210, 1 Floor, 80 feet Road, Chandra Layout, Bangalore, on the other.

2. Both the parties mentioned above shall be jointly referred to as "parties" under this MoU.

### 3. Purpose of MoU

- 3.1 This MOU establishes a framework for training unemployed youth in Urban area for Livelihood promotion activities through Skill and Entrepreneurship Development for target beneficiaries under SULM. It sets out the role and responsibilities of each of the parties for achievement of common objectives of entrepreneurship development and promotion of Self Employment.
- 3.2 Both the parties hereby affirm that they shall work towards the implementation of the terms of MOU for Self employment promotion in letter and spirit, and with highest professional ethics.
- 3.3 NACER through RSETIs also provides handholding support to the trainees for the period of 2 (two) years from the date of training. RSETIs under the guidance of NACER may also take up the hand holding of the applicant including project formulation, guidance etc, till bank loan sanction.





#### 4. Understandings between the parties to the MoU.

##### (1) Role and Responsibilities of State Urban Livelihood Mission (SULM)

4.1 The SULM has a primary role in promoting and monitoring of the Self Employment program in the State. The SULM shall ensure, inter-alia, the following:

- (i) Issue policy and operational guidelines on implementation of Self Employment program to the Banks, RUDSETIs/RSETIs and other stakeholders.
- (ii) SULM will provide the list of interested beneficiaries / urban youth for Self Employment Program for Skill enhancement & Livelihood promotion Up-Gradation to RSETIs.
- (iii) Take steps, to sponsor the beneficiaries for EDP training at RUDSET/RSETI in a phased manner throughout the year by furnishing full details of the beneficiaries and to avoid the bunching of applications at the end of the year.
- (iv) SULM will ensure Regular Payment to respective RSETI, as per agreed training cost per trainee for Completed EDP training for the beneficiaries under Self Employment program (SEP) and poverty Alleviation Program through urban local Bodies (ULB).
- (v) Regular Monitoring of performance and outputs of training SULM shall bring to notice of NACER any gaps, limitation, issues while imparting EDP training to SULM entrepreneurs and sort-out these shortcomings with NACER.
- (vi) Regular review of quality of performance through field visits, quality assurance checks and inspections.
- (vii) ULB shall ensure that district level beneficiary data is given to the RSETI.

##### (II) Role and Responsibilities of RSETI

1. The RSETI will be supporting for achieving the physical targets of EDP (General & other) under Self Employment program.
2. Steps to be taken for formation of batch size of minimum of 20 and maximum of 35 trainees per EDP training. In the event of shortfall in number to meet the required number of candidates, clubbing of candidates of neighboring ULB can be done or they can be accommodated in the ongoing training batches also to achieve the ideal batch size. RSETI will plan pooling of trainees across neighboring ULB to ensure that minimum batch size is achieved with the assistance of concerned ULBs/SULM. RSETI shall make necessary arrangements in this regard.
3. RSETI shall provide residential trainings to youth wherever RSETI campuses are equipped with dormitory facility. In other cases, RSETI will coordinate with the concerned in arranging for residential training.
4. Training will be imparted at RSETI as per approved course module of National Academy of RUDSE IIs and also associate SULM officials for imparting training wherever found necessary.
5. RSE IIs will capture the progress achieved under the scheme as done in other programmes.
6. SULM shall reimburse, an amount of Rs. 405/- (Rupees four hundred and five only) per candidate per day. The amount eligible will be based on the duration of



the training computed on the above lines and the actual number of candidates trained. The reimbursement will be based on the declaration/certificate as per the **Annexure I** supported with the list of trainees who have undergone trainees (as per **Annexure II**) and a copy of the group photo of the batch trained. No separate/any additional document/will be insisted by the SULM/the identified reimbursing authority under the scheme.

Reimbursement of Rs. 405.00 (Rupees four hundred and five only) per candidate per day by SULM shall be bifurcated as Rs. 365.00 Per trainee per day to the respective RSETIs and Rs. 40.00 Per day per trainee to the NACER towards meeting administrative cost. There shall be no TDS of whatsoever in the amount to be released to NACER and to RSETI be deducted at source.

7. RSETI will assist the trainees in preparing project reports so that trainees can get financial support from the financial institutions.
  8. RUDSETI/RSETI will organize workshop at District Level for one day to Bankers (Branch Managers) and Officials of Controlling Office of Banks to sensitize Bankers on SULM and this will be jointly organized of RSETIs with concerned office of SULM and expenses, if any, shall be borne by SULM
  9. Provide handholding facilities, counseling and guidance to the trainees for 2 years after the training for sustainability of micro enterprises.
  10. RSETI will submit claims for reimbursement of training expenses (**in Format B**) immediately to Chief Municipal Officer of ULB (SULM) for reimbursement of training expenses as per format prescribed once the training programme is completed.
  11. RSETI will provide EDP training certificate to trained youth after successful completion of training.
  12. RSETI shall not make any financial commitment on behalf of SULM, nor shall take loans or create any other financial liability binding SULM under this agreement;
  13. Maintain records of the trainees and their attendance and share the same with SULM.
5. Role and Responsibilities of National centre of Excellence for RSETIs (NACER)
- (a) RSETI will submit monthly progress report to SULM in prescribed format in soft & Hard Copies on regular basis **as per format A**
  - (b) NACER will ensure that EDPs are completed within stipulated time (i.e. within 3-4 weeks from the date of receipt of application from SULM) and as per stipulated target.
  - (c) ENSURE smooth administration of training through the RUDSETI/RSETI for the beneficiaries sponsored by SULM.
  - (d) NACER shall put in place an effective mechanism for monitoring the training programmes organized through RUDSETI/RSETI under SULM by appointing a Nodal Officer at their office and monitor the progress from time to time and monthly progress report will be furnished to SULM.
  - (e) Official from NACER shall participate in the half-yearly meetings convened by SULM to review the progress in fulfillment of the objectives set out in this MOU and extend all the support to SULM in addressing the issues-raised by them

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affecting the training programmes organized by RUDSETI/RSETI under SULM. The Chairman of the review Committee will be the State Mission Director, SULM and State Heads of Sponsor Banks of RSETIs and SLBC Convener to be the member of the committee. SDR for Bihar State to be the convener of the committee. NDR. NACER will be the special invitee.

- (f) Monitor submission of claims for EDP under SULM organized by RUDSETI/RSETI to SULM and coordinate with implementing Banks in this regard.
- (g) Issue guidelines to RUDSETI/RSETI on implementation of EDP under SULM periodically review the progress and take necessary follow-up action from time to time.
- (h) NACER should provide regular feedback to SULM on the improvements of EDP training under SULM provided through RUDSETI/RSETI.
- (i) NACER will develop and add the training module for street vender in RSETI training curriculum and will direct all RSETI directors to include DAY-NULM beneficiaries in their training curriculum.
- (j) NACER may add the new training course as per requirement of local conditions of Bihar.

**6. Communication :-**

5.1 All notices and communication under this MOU shall be addressed to the following representatives of the parties as detailed below.

- (i) **State Mission Director, State urban Livelihood Mission(SULM)**, Urban Development & Housing Department, Directorate of Urban Administration, New Secretariat, Bailey Road, Patna.
- (ii) Email: [bihar-sulm@yahoo.com](mailto:bihar-sulm@yahoo.com)
- (iii) Formal communications shall include communication by email as well.
- (iv) Any deviation from this MOU and related order and procedures shall be permitted only with written approval of SULM, Urban Development & Housing Department, Patna and NACER, Bengaluru.(e- mail ID [cpcnar@gmail.com](mailto:cpcnar@gmail.com), phone No. 080 49594407, Mobile No. 9845587949)

**6. Confidentiality:-**

6.1 All parties acknowledge the confidentiality of information that maybe exchanged among the parties from time to time, under this MOU. all parties agree not to disclose the same to any outside party, unless such information is:

- (i) Part of the public domain at the time of disclosure or.
- (ii) Require to be disclosed in accordance with the applicable laws of the country.

**7. Arbitration and Applicable Laws :-**

7.1 The parties hereby agree that any dispute arising in connection with this MOU shall first be addressed mutually by the parties. If the said parties are unable to







resolve the dispute mutually, shall be referred to the Empowered Committee for SULM in the Urban Development & Housing Department, Patna, whose decision shall be final and binding on all parties.

7.2 In case an aggrieved party seeks judicial remedy, and where the Urban Development & Housing Department Patna the First Deponent, the petition shall be filed in jurisdiction of Patna High Court.

**8. Force Majeure -**

8.1 No failure or omission by any of the parties to perform any of the terms and conditions under this MOU shall give rise to any claim against such party or be deemed breach of this MOU if such failure or omission arises from an act of God, war or military operations, national or local emergency, natural disasters (fire, lightning, flood or such similar disasters), or any other reason which lies outside the control of the parties.

**9. validity of the MOU:-**

9.1 This MOU shall come into force on 28.10.2016 and shall be valid in force initially for a period of one year, which can be extended for a further period of 3 years by mutual consent in writing. However, the performance will be reviewed at half yearly intervals.

**10. Termination:-**

Either of the parties may terminate the MOU. However a notice in writing shall be given at least three months in advance before the date of termination to facilitate smooth withdrawal. The commitment for reimbursement of training expenses to the RSETIs for the candidates trained till the date of termination also shall be met by SULM even though the claims will be submitted subsequently.

**11. Effect of invalidity of any clause of MOU on validity of MOU**

11.1 The invalidity of any provision of the MOU shall not invalidate other provisions or the MOU. Any such gap should be duly modified through amendment to the MOU in writing, with mutual consultation among all the parties.

**12. Modification of the MOU:-**

12.1 Any provision of this MOU may be amended or modified at any time by parties only with the written approval of the project authority obtained by SULM.

12.2 All amendment/modification in the MOU shall have to be in writing, duly signed with seal by all parties concerned, as an Addendum to the MOU.

*A*

*K. Jeyare*

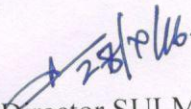


13. Accreditation of RUDSETIs/RSETIs :

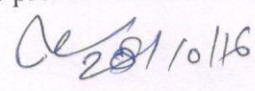
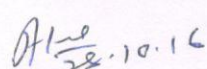
All the existing RUDSETIs/RSETIs and those which are going to be opened in future will be automatically accredited for the purpose of organizing EDP training by SULM.

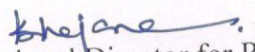
The parties indicate their consent to this MOU by the signatures of their authorized representatives.

Signature


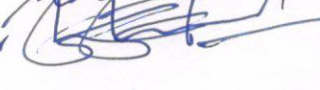
  
(Mission Director SULM, Bihar)

In the presence of the following witnesses :

1.  28/10/16 34th Floor - 11th Floor, 31/10/16, 1111
2.  28.10.16 Executive Engineer Urban Development & H.D., Bihar

  
(National Director for RSETIs)

In the presence of the following witnesses :

1. Manoj Kumar, State Director RSETs Bihar - 
2. Shishir Kumar, Director RUDSETs Hajipur 

Signature

1. Enclosed: Work Schedule for the Project (District wise target for EDP).