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**Memorandum of Understanding (MoU)**

THIS MEMORANDUM OF UNDERSTANDING (MoU) is made on 06/11/2018

**BETWEEN**

**Directorate of Horticulture, Agriculture and Farmer's Empowerment Department, Odisha through Dr. Bijay Ketan Upadhyaya, IAS, Director, Horticulture, of "THE FIRST PARTY"**

**AND**

**Odisha Livelihoods Mission (OLM), Panchayati Raj & Drinking Water Department, Odisha through Mr. Smruti Ranjan Pradhan, IAS, Director, OLM, of "THE SECOND PARTY"**

**AND**

**Bharat Rural Livelihoods Foundation (BRLF), an independent Society set up by the Government of India to upscale Civil Society action in partnership with Government, registered under the Societies Registration Act, 1860 (here after referred to as "BRLF") through Mr. Pramathesh Ambasta, Chief Executive Officer, of "THE THIRD PARTY"**

**AND**

**Professional Assistance for Development Action (PRADAN), a society registered under Societies Registration Act, 1860 and having its registered office at 3, Community Shopping Centre, Niti Bagh, New Delhi - 110 049 and Corporate office at 2nd Floor, A-22, Sector 3, NOIDA - 201 301, Uttar Pradesh, through its Executive Director, Mr. Narendranath Damodaran which shall mean and include its successors and permitted assigns referred as the "Grantee"/ "THE FOURTH PARTY"**

**WHEREAS**

1. Directorate horticulture has been set up by **Agriculture and Farmer's Empowerment Department**, Government of Odisha with a mission of enhancing livelihoods of farmers by promoting horticulture-based crops in the state which has significant potential in the state.
2. 'Odisha Livelihoods Mission (OLM) an autonomous society under the Panchayati Raj and Drinking water Department, Government of Odisha, with a mission of creating sustainable livelihoods of the rural poor through capacity building, financial assistance and self-reliant institutions.

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at to to

Prudon

27 OCT 2018  
ADDL. TREASURY OFFICER

DISTRICT TREASURY  
KHURDA, BHUBANESWAR

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Ullip Kumar Sahoo  
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Bhubaneswar

02/11/2018

3. BRLF has been established by the Government of India with a mission to facilitate and upscale civil society action in partnership with Government for transforming livelihoods and lives of rural households, with an emphasis on women, particularly in the Central Indian Tribal Region.
4. **Agriculture and Farmer's Empowerment Department** is keen to develop agriculture production cluster (APC) in highland regions of the state with an objective of sustainably doubling the income of small and marginal farmers by organizing production system, linkage of the market and creating irrigation infrastructure by converging with OLM for promoting producers' institutions of the farmers.
5. Triggering growth in farm sector in these highland regions require mobilization of farmers, creation of irrigation infrastructure, systematizing production system, linkage with the market and building ecosystem in a concentrated pocket. Thus, it is planned to create 650 producer Group (PG) aggregated to form 30 APCs/ Producers company (PC) in 40 blocks covering 1 Lakhs households.
6. Professional Assistance for Development Action (PRADAN), a national level voluntary organization identified as NSO (NRLM support organization) for supporting livelihood promotion with NRLM at national level will play the Lead Partner role, and in a close working relationship with Directorate of Horticulture, OLM and BRLF will facilitate and support smooth implementation of the project in the targeted districts.

NOW, THEREFORE, in consideration of mutual promises and undertakings herein contained and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the First Party, Second Party, Third Party and fourth party agree as follows:

**ARTICLE 1-PURPOSE OF THE PARTNERSHIP BETWEEN DIRECTORATE HORTICULTURE, AGRICULTURE AND FARMER'S EMPOWERMENT DEPARTMENT, GOVT OF ODISHA, BRLF & PRADAN**

Directorate, horticulture, OLM, Govt. of Odisha, BRLF and PRADAN have decided to enter into a partnership for a project titled "Promotion of Agriculture Production Clusters (APCs) in tribal regions of Odisha" with the objective of creating sustainable livelihoods for the poor, tribal and other vulnerable households in 40 selected blocks of 12 highland districts. Under this partnership, cost of institution building and capacity building will be provided by OLM and cost of the physical structures under the project will be taken care of by the convergence from different programmes where as the CSO's field facilitation component of the project and Programme Secretariat cost will be taken care of by BRLF.

The major outcomes under the project are as follows:

- Cover 100,000 small and marginal farm holders in 40 backward blocks of 12 districts in the state.
- Organize farmers especially women farmers to establish 650 Producer groups (PG).
- Build 30 APCs/PC among 40 blocks.
- Cultivation of high value crops in 20,000 acres of land.
- Take up irrigated agriculture in 16,000 acres of land by using the existing infrastructures and creating new irrigation infrastructure in the region.
- Introduce NPM practices in 40% of the areas.
- Focus predominantly on horticultural crops (vegetables, fruits, spices) and 40% of the families will take up livestock rearing (Goat and BYP).
- Groom 750 market linked Agri-Entrepreneurs as value chain enablers.
- Develop market routes and actors around the identified commodities in these regions.

A brief detail of the project, proposed blocks and activities to be undertaken is attached as Annexure – I to this MoU

**ARTICLE 2-DURATION OF PARTNERSHIP**

The duration of this partnership is for a period of four years commencing from 06/11/2018 up to 05/11/2022.

### **ARTICLE 3-BUDGET FOR THE PROJECT**

The total estimated cost of the project is Rs. 401.60 crores (Rupees Four hundred one Crores and Sixty Lakhs only) out of which Odisha Livelihood Mission of Panchayati Raj & Drinking water Department would support 70.06 crores for Institution and Capacity building cost, APICOL will mobilise Rs. 17.80 Crores, and Agriculture and Farmer's Empowerment Department and other relevant departments would mobilize around Rs. 293.40 Crores or more through convergence of existing programmes, while BRLF will bring in Rs. 16.74 Crores from its own resources and around Rs. 3.6 crores will be contributed by the participating CSOs for facilitation and smooth implementation of the project. A copy of the budget and tentative projection for convergence is attached as Annexure -II to the MoU.

### **ARTICLE 4 - RESPONSIBILITIES OF THE FIRST PARTY – Directorate Horticulture, Agriculture and Farmer's Empowerment Department, Government of Odisha**

The First Party i.e. **Directorate Horticulture, Agriculture and Farmer's Empowerment Department, GoO**, will be the primary stakeholder of the project. It will be responsible for the overall implementation of the project. To facilitate effective implementation of the project activities, department will coordinate the following:

1. Allocate specific schemes for farm mechanization, Fruit tree plantation, sorting & grading center, trellis, etc. from the department in these identified clusters.
2. It will create convergence mechanisms for creation of irrigation infrastructure, agriculture equipment; shed construction for Goat & BYP and relevant livelihood infrastructures for developing cluster in these regions from the existing schemes.
3. Issue orders to departments at state level and at district level (ATMA) for providing support to BRLF, Lead Partner and its implementing NGOs in smooth implementation of the project
4. Extend support in establishing Programme Secretariat and facilitate interaction at different levels.
5. Coordinate with OLM for smooth convergence on the component of Institution building and capacity building.
6. Coordinate with other departments like Dept of Agriculture, OAIC, Soil Conservation, AH&VS, OLIC, PR&DW Dept and other related State Government Departments for their participation and cooperation in this project for allocating and implementing livelihood infrastructure component.
7. Regularizing and empowering the various committees/teams at district level for smooth implementation of the project.
8. Take necessary steps for timely approval of the plans prepared by respective district level officer (DDH) in association with CSOs and Lead Partner.
9. Facilitate the setting of Project Coordination Committees at state and district level for planning, review and smooth implementation of the project.
10. Set up institutional mechanism for joint monitoring, impact assessment and review of the project comprising of all stakeholders under the project at various levels including block, district and state levels within 3 months of commencement of the Agreement.
11. Ensure that the review takes place at the level of the concerned officers at each level, along with the NGO partners at an agreed-upon frequency to make possible a smooth execution of the project and necessary course-corrections

### **ARTICLE 5 - RESPONSIBILITIES OF THE SECOND PARTY – Odisha Livelihoods Mission (OLM), Panchayati Raj & Drinking Water Department, Government of Odisha**

The Second Party i.e. OLM will be responsible for Institution building and Capacity building component of the project and will provide timely financial support to PGs and PCs.

1. OLM will facilitate and guide the promotion of PG & PC as per the guideline
2. OLM will allocate Rs 70.06 crore against PG & PC promotion and will release the money to the PG & PC as per their stage, guideline and approved plan
3. Issue orders for smooth implementation of the allocated component to respective stakeholders
4. Develop MIS system for maintaining farmer profile and recording the activity progress around key milestones. Project will ensure to follow this MIS.
5. Facilitate staff and community cadres to work in partnership with the NGOs in the intensive blocks
6. Will jointly review the progress and coordinate with Directorate horticulture for smooth implementation of the project.

## **ARTICLE 6 - RESPONSIBILITIES OF THE THIRD PARTY – BRLF**

The Third Party i.e. BRLF would be responsible for ensuring the implementation of the facilitation and CSO component and providing timely financial support to CSOs as laid down in their respective MoUs. For the smooth functioning and implementation of the project BRLF will coordinate the following:

1. BRLF will select CSOs as per its Grant Management Policy approved by the Government.
2. BRLF shall disburse to the CSO Grantee rupees in the sum as has been mutually agreed to, to be utilized for the purpose in accordance with specifications as laid down in their respective MoU. BRLF will fund field facilitation cost of the partner CSOs and cost of the programme secretariat subject to a maximum of Rs.16.74 Cr. (Rs. Sixteen Crore Seventy-four lakhsonly) ("Grant"), which shall be disbursed in the manner and as per Budget contained in Annexure-II of MoU. The budget for implementing CSOs will be disbursed based on terms and conditions laid down in their respective grant agreements between BRLF and CSOs.
3. BRLF will provide financial support in setting up of Programme Secretariat which will be led by PRADAN to anchor and support the project.
4. BRLF will also ensure necessary technical and marketing inputs through its partnership with the NPM India Network and Safe Harvest Private Ltd., as has been discussed
5. Directorate horticulture, OLM, BRLF and PRADAN will jointly conduct monitoring and performance review of implementing CSOs and suggest specific recommendations for course corrections in meetings of Project Coordination Committee.
6. To facilitate knowledge management BRLF will assist the lead partner in developing framework and template relating to baseline, middle and end term impact studies, including developing an M&E framework, document caselets, still and video documentaries on the activities for wider circulation and dissemination. Respective CSOs will carry it forward as per the developed framework.

## **ARTICLE 7 – RESPONSIBILITIES OF THE FOURTH PARTY- PRADAN**

1. Fourth Party (PRADAN) will be the lead partner who will manage the Programme Secretariat; whose major role would be to support and mentor CSO partners and support Directorate Horticulture and OLM for smooth implementation of this project. Programme Secretariat will develop the design and programme implementation processes, policy guidelines, capacity building modules, community based institutional framework, etc.
2. It will identify potential resource organizations/ individuals, market actors and prepare plan to integrate/ partner in the programme.
3. Each CSO needs to ensure their contribution of Rs 3.6 crore by the CSOs from other donors. PRADAN as a lead partner may facilitate this process.
4. PRADAN, will ensure and take all necessary steps for developing coordination mechanism between CSOs and State Government/department and its programmes towards smooth implementation of the project
5. It will prepare template for yearly planning and budgeting at all levels
6. It will develop and launch "monitoring, evaluation and learning (MEL)" system for the project. It will develop reporting and documentation format along with system for knowledge management. Effort will be made to synchronize this with the MIS of OLM. The report generated through the system will be shared regularly with Director, Horticulture and Director, OLM for guidance.
7. It will recommend Directorate Horticulture and OLM for actions to be taken for effective implementation of the project.
8. It will engage at respective district level for functioning of different committees with the support from the department.
9. It will support BRLF and share the findings from the project to review and monitor the project.
10. It will conduct trainings and various capacity building events for the CSO staff for common understanding and capacity building around the project
11. It will also extend necessary field-based backstopping support to other partner NGOs for better outcomes in the project
12. It shall get itself registered on NitiAayog's NGO portal "NGO Darpan" within one month of execution of this Grant Agreement in case it has not done so.
13. Generating reports at the project level will be the responsibilities of the Lead Partner and will submit (both to First, Second and third party) periodically, as agreed by the parties. It appreciates that

provision of such reports forms a very key element of its responsibilities as part of this Agreement, and that non-fulfillment of the same shall, without prejudice to the other provisions of this Agreement, make it liable to return the Grant to the Grantor.

14. PRADAN shall submit an audited utilization certificate at the end of each year covering the period April-March or part thereof to BRLF against the received grant.
15. It shall intimate all the Party immediately if their constitutional status changes from 'not-for-profit' to any other form of entity.
16. The Grantee (PRADAN) shall acknowledge the support received under the Project in such manner and in such communications as may be mutually agreed to by both the parties. Provided that the Grantee shall not acknowledge such support without the express consent of the Grantor.

#### **ARTICLE 8 - FUND MANAGEMENT**

1. OLM would release Producer group and Producer Company cost to the respective institution after formation and grading as per the due procedure.
2. Respective departments will allocate the budget based on a plan prepared from the community around the probable schemes and implement the schemes for infrastructure development as per their procedure. ATMA/ DDH will facilitate to prepare this convergence plan from the block.
3. BRLF will release funds to implementing CSOs as per terms of their respective Grant Agreement.
4. Each CSO will primarily be responsible to bring in additional amount of Rs3.6 crore from other sources without affecting the output of the project. PRADAN may facilitate the process and keep a track of the same. BRLF will release funds to Programme Secretariat/ Lead Partner for supporting Directorate Horticulture and capacity building of Stakeholders as per yearly plan of operations.
5. The funds under this MoU shall be utilized for the purpose for which it has been sanctioned and shall not be diverted for any other use.

#### **Fund Management by the Lead Partner (Fourth Party):**

1. The fund shall be utilized for the purpose for which it has been sanctioned and shall not be diverted for any other use.
2. The Lead Partner should open a separate savings bank account for deposit of funds received from BRLF. This account may not be used for deposit of any funds received for whatsoever purpose through any other source (including for example, grants from other sources, donations, receipts etc.) All payments made under this agreement would also be made from this dedicated bank account and other utilization accounts of the agency.
3. The Lead Partner shall maintain separate books of accounts for the BRLF project, including full details of utilization of BRLF grant and details of funds leveraged etc. The requirement for separate books of account is to separate accounting transactions for the grant. However, if the accounting software used by the partner is by project codes such that project wise journal, trial balance and final statements can be extracted for respective codes, which will suffice since it would be possible to validate such accounting transactions with the bank entry for the dedicated bank account to be maintained for the grant.
4. In no case the Grantee would lend or otherwise transfer funds received from Grantor to other organization(s) or project(s) being executed by Grantee.
5. Budget would be prepared jointly. For proposed budget heads which are time sensitive in nature, expenditure on such budget heads need to be incurred in the respective period only. The budget approved for specific year has to be utilized in the same year only and can be carried forward only with due approval from Grantor.
6. Line item flexibility is permitted with a +/- 10% tolerance under a budget line in the budget under the Grant.
7. The Lead Partner agrees to abide by the following:
  - Only actual expenses shall be reported;
  - Payments will be made by cheque/ bank transfers only through joint signatures. All payment to staff would be through account payee cheque only. Due to higher risks and lower controls associated with making cash payments, the Grantor organization discourages cash payments unless necessitated by programmatic compulsions. Cash payment maybe made after ascertaining that cheque payment would not be possible because vendors do not have a bank account or if payments are of petty amounts. Cash payment up to Rs. 5000/- per

transaction would be permitted provided it follows the guidelines and documentation requirements laid down in the standard operating procedures for the grant;

- Advances shall not be reported as expenses;
- Advances shall be separately disclosed;
- Advances shall be regularly settled and reported;
- Reports shall tally with books of accounts and bank statements;
- Reports shall be submitted within due dates;

#### **ARTICLE 9 - Base line, MIS and Monitoring System:**

1. PRADAN will develop framework for baseline, midline and endline of the project and respective CSO is to collect all baseline data relevant to their project, especially on the monitorable indicators, and will use robust representative sampling of participant families in consultation with the department.
2. PRADAN to be part of the process of development of the results framework and robust qualitative and quantitative indicators, method of measurement, frequency of measurement on the envisaged outcomes of the project. The Grantor may provide assistance towards this if it deems necessary.
3. PRADAN to facilitate and guide for progress on these indicators and as detailed in the results framework.
4. Grantee to ensure robust MIS system, HR policies and Financial Policy on the support received. The Grantor may, at its sole discretion, provide such assistance to the Grantee as it deems necessary, for setting up such systems.

#### **ARTICLE 10 - Reporting and Review Mechanisms**

1. The project reporting and review mechanism including reporting and review cycle to be anchored by the Directorate Horticulture in coordination with OLM for the overall project which would be worked out through joint consultation by both Parts and as approved by the Project Coordination Committee. The reporting mechanism would include both program and financial monitoring of the project.
2. For purposes of concurrent review and smooth functioning of the project, the Directorate Horticulture will ensure that appropriate stakeholder review meetings with participation of OLM, BRLF, CSO partners, are organized and held regularly at a decided periodicity at block, district and state levels.
3. Implementing CSOs will submit six monthly and annual progress reports to the BRLF and Programme Secretariat about the progress and achievements made in the project within 1 month of completion of the period. PRADAN will share consolidated report with the First and second Party covering progress made towards achieving the goals of the project, activities undertaken, key learnings, challenges, key achievements, outputs and outcomes of the project and future plan by the implementing CSOs. Programme Secretariat will also consolidate the project level information and share it with BRLF & Departments.
4. Directorate Horticulture, OLM, BRLF and Programmesecretariat (PRADAN) will jointly conduct performance review of the Grantee organizations after every six months and suggest corrective measures.
5. District/Block wise details of resources leveraged, from which scheme/flagship programme for what purpose, would be the part of each reporting cycle. Directorate horticulture would create mechanisms for providing such information for reporting periods from the departments.
6. Any change in the important program related staff/ Contact Person like project team leader, change in office address shall be intimated to all the party.

#### **Reporting and Review Mechanism for the Grantee**

1. The Grantee organization will submit adequate written reports to inform about the progress and achievements made in the project. The Grantee organization would submit a half yearly narrative report and detailed annual report. The reports would largely cover the description of progress made towards achieving the goals of the project, activities undertaken, key learnings, challenges, key achievements, outputs and outcomes of the project and future plan.
2. The publications and photographs pertaining to the project also to be enclosed with the annual and half yearly report. Photographs of all works undertaken with BRLF support shall be made available to be uploaded on the Govt. and BRLF website.
3. In addition, BRLF reserves its right to conduct or cause to be conducted an audit as per BRLF requirement of books of accounts in respect of the project Grant, if in its opinion, the same is necessary. In the event, that funds granted by the BRLF, are being misused or improperly used or

not used for the project purpose, BRLF will be entitled to stop further disbursement and in case of willful breach of contract, demand repayment of the unutilized Grant/total sanctioned as per this MoU.

4. The Grantee shall not adopt or use other trademarks, logos, names or designations which are in any way similar with, which might be confused with, or might in any way compete with the BRLF name.
5. Any change in the important Program related staff/ Contact Person like project team leader, change in office address or change in organizational status should be intimated to Second Party -BRLF.
6. The Grantee will submit Quarterly Financial Report (QFR) for grant funds duly certified by its authorized representative. The QFR submission deadline for Q1, Q2 and Q3 for a particular financial year will be within 15 days of close of the respective quarter while the submission deadline for Q4 would be 30<sup>th</sup> April following the close of quarter. While self-certified QFRs for Q1, Q2 and Q3 would be reviewed by BRLF staff during periodic financial monitoring visits, QFR for quarter Q4 would not only be self-certified by the authorized representative but also be duly certified by a Chartered Accountant firm comprising audited income and expenditure statement, receipt and payment statement and a balance sheet for the project along with the CA report for the completed financial year. Reporting requirements would be linked to release of future payments.
7. The Grantee agrees to submit a yearly plan of action (YPO), YPO for each financial year within one month after signing of this Agreement. The YPO for the subsequent financial year will be submitted before 31<sup>st</sup> March of the financial year.
8. All the parties hereto agree that the project objectives will be achieved in collaboration with the respective State Government under the stewardship of a Project Coordination Committee chaired by the Principal Secretary, Agriculture & Farmers' Empowerment Department and BRLF. To ensure risk mitigation in project management, the committee will meet bi-annually to review the progress of the project, suggest course corrections, if any and ensure stakeholder participation and buy-in for the project objectives.

#### **ARTICLE 11 - Resource Leveraging**

OLM will allocate the resources for PG& PC promotion in the identified blocks.

Directorate, Horticulture will create mechanisms for convergence of different schemes as per their guideline for livelihood infrastructure creation.

BRLF will bear part of the CSO's cost for facilitating this project.

The lead partner and CSO partners will attempt to leverage the resources both from other donors and will plan to leverage government programmes and funding from other department. The lead partner will support in setting up the mechanism in consultation with **Directorate Horticulture and OLM** for resource leverage. The lead partner, CSO partners OLM and Directorate horticulture jointly will set up systems to track these finances leveraged and report the same to the Grantor and Department, ensuring that these are verifiable.

#### **ARTICLE 12 - Closure of Grant**

1. The Third Party - BRLF will monitor and conduct a review of operations under this Grant, which will include a visit from BRLF personnel or representatives, to observe the program, discuss the program and finances with grantee personnel, and review financial and other records and materials connected with the activities financed by the Grant. If the progress of the activities is found to be unsatisfactory by the BRLF personnel or by its appointed representatives, or if there is a divergence from the project outlined in the proposal for which the sanction is given, or if for any other reason the BRLF or its representatives feel that the program is jeopardized, the BRLF may terminate the contract.
2. At the time of Grant closure, the Grantee shall: -
  - a) Submit an audited report for the complete period of the grant
  - b) Return unutilized portion of funds, if any, to the Grantor or as mutually agreed with Grantor;
  - c) Liquidate the advances and deposits if any;
  - d) Discharge all liabilities on the date of closure;
  - e) Submit details of action taken on the existing assets procured from Grant funds.



## **ARTICLE 13 - Representations, Rights, Warranties and Indemnities**

1. This MoU is on a principal-to-principal basis between the parties hereto. Nothing contained in this MoU shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties.
2. It is acknowledged that at the end of each year, project is subject to a review by the Executive Committee (EC) of BRLF. The continuance of the grant is subject to the approval of the EC. The EC reserves the right to continue, discontinue or reduce the quantum of the grant. The renewal of the grant is also subject to the availability of adequate funds with the third Party. However, such discontinuation, if any, will have to be made in consultation with the State Government.
3. The Parties represent and warrant that they have full capacity, power and authority to enter into, execute, deliver and perform this MoU, that such execution, delivery or performance do not violate or conflict with any law applicable to the Parties, any provision in their constitutional documents, any order or judgment of any court or other agency of government applicable to them or any of their assets, or any contractual restriction binding on or affecting them or any of their assets.
4. BRLF is the sole and exclusive owner of the Bharat Rural Livelihoods Foundation name. Except as expressly conditioned upon compliance with the terms and conditions of this MoU, the Grantee has the obligation to acknowledge BRLF's support by referring to BRLF's name in any relevant publications, reports, brochures, online material, equipment or any other support material as the case may be with the prior permission of BRLF
5. This MoU represents the current intentions of the Parties and is subject to any changes that may take place in the laws relating to the conduct of financial services or the activities of not-for-profit organizations in India, and is also subject to all laws, rules and regulations presently applicable, and to obtaining all licenses, permissions, consents, approvals and execution of such arrangement as may be necessary.
6. Any provision of this MoU may be amended or waived if, and only if, such amendment or waiver is evidenced by a written instrument signed by duly authorized representatives of the Parties,

### **Representations, Rights, Warranties and Indemnities provisions related to Grantee**

- 1 The Grantee indemnifies the Grantor against any liabilities, losses, claims (including third party claims), actions and damages suffered/incurred by the Grantor due to the false or incorrect information provided by the Grantee to the Grantor.
- 2 The Grantor and its representatives shall have the right to present the content about the said Purpose and the Grantee to the public in such formats, templates and manner as they deem fit. The Grantee shall communicate the fact of grant of funds by the Grantor to internal as well as outside parties and shall always state that it has received support from the Grantor.
- 3 The Grantee warrants that it shall not represent to any beneficiary or any other third party that it is acting on behalf of the Grantor and in no case, shall the Grantee create or allow the creation of the impression that the Grantor has any direct or indirect relationship with or liability to the beneficiaries or such other third party. All such communications and contents thereof shall be got approved by the Grantor prior to its dispatch or release.
- 4 The Grantee acknowledges that there is no commitment, implicit or otherwise, of continued support from the Grantor in any form and under any circumstances, beyond the terms of this Arrangement. The Grantee acknowledges that the Grantor's liability in any situation will be limited to the amount of grant sanctioned for this project as indicated in clause 1 of Article I above.
- 5 The Grantee indemnifies the Grantor against any and all legal and pecuniary liabilities arising out of any claims relating to misuse or lack of use or delayed use of Grant by the Grantee or any other third party, or out of any other such claims that arise due to failure on part of the Grantee or any other third party in discharging their responsibilities as envisaged in this Arrangement or in any other Arrangement, express or otherwise, between the Grantee and such other third party, except when such misuse or lack of use or delayed use of the Grant is attributable to the Grantor.
- 6 The Grantee warrants that all the information provided by it to the Grantor at the time of application and subsequently, is true to the best of its knowledge and belief, and especially warrants that it has duly complied with the provisions of laws applicable to it. The Grantee indemnifies the Grantor from any liabilities arising out of error or willful default or contravention in regard to any of the applicable law, including, but not limited to, submission of statutory forms and other such documents.

- 7 The Grantee indemnifies the Grantor from any and all legal and pecuniary liabilities arising due to non-compliance on part of the Grantee, with the terms of this Arrangement.
- 8 The Parties represent and warrant that they have full capacity, power and authority to enter into, execute, deliver and perform this Arrangement, that such execution, delivery or performance do not violate or conflict with any law applicable to the Parties, any provision in their constitutional documents, any order or judgment of any court or other agency of government applicable to them or any of their assets, or any contractual restriction binding on or affecting them or any of their assets.
- 9 The Parties represent and warrant that there is no pending, or, to their knowledge, threatened against them, any action, suit, proceedings at law or in equity or before any court, tribunal, government body, agency or official, or any arbitrator, that is likely to affect the legality, validity or enforceability of this Arrangement, or their ability to perform their obligations under this Arrangement.
- 10 The Parties represent and warrant that all applicable information that is furnished in writing or otherwise, by or on behalf of the Parties, is, as of the date of information, true, accurate and complete in every material respect.
- 11 The Grantee shall not use BRLF's name in any manner contrary to public policy or which could be considered to be deceptive or misleading, or which could compromise or reflect unfavorably upon the good name, goodwill, reputation and image of BRLF, and of BRLF's activities. If such instances are brought to the notice of BRLF, BRLF may take appropriate action, including suspension or termination of grant if need be, after due process of inquiry into the instance

#### **ARTICLE 14 – Miscellaneous provisions relating to the Grantee**

1. The Grantee warrants that all the information provided by it to the Grantor at the time of application and subsequently, is true to the best of its knowledge and belief, and especially warrants that it has duly complied with the provisions of laws applicable to it. The Grantee indemnifies the Grantor from any liabilities arising out of error or wilful default or contravention in regard to any of the applicable law, including, but not limited to, submission of statutory forms and other such documents.
2. The Grantee shall not in any manner discriminate against or intimidate any person in regard to giving services/support under this Arrangement on account of gender, race, caste, creed, religion or colour.
3. The Grantee shall establish and maintain a written sexual harassment policy and shall inform the individuals, who are acting on behalf of the Grantee, for compliance with the policy. The policy must contain a notice that sexual harassment will not be tolerated and persons who practice it will be disciplined. If such policies are not already in place the Grantee organization is agreed to put these policies in place within the six months of sanction of this grant.
4. The Second Party – BRLF may cancel or terminate this Arrangement and all grant due or to become due under this Arrangement may be forfeited for violation of the terms and conditions of this Non-discrimination/ Sexual Harassment Clause by Grantee or any person acting on behalf of Grantee.
5. This MoU represents the current intentions of the Parties and is subject to any changes that may take place in the laws relating to the conduct of financial services or the activities of not-for-profit organizations in India, and is also subject to all laws, rules and regulations presently applicable, and to obtaining all licenses, permissions, consents, approvals and execution of such arrangement as may be necessary.
6. Any provision of this MoU may be amended or waived if, and only if, such amendment or waiver is evidenced by a written instrument signed by duly authorized representatives of the Parties.
7. This MoU shall be governed by and construed in accordance with Indian law and the Parties submit to the exclusive jurisdiction of courts/tribunals at New Delhi.

#### **ARTICLE 15- Dispute resolution and Termination of MoU**

1. It is expressly agreed to by the Parties hereto that the formation, interpretation and performance of this Agreement, and any disputes arising there from will be resolved through a two-step Alternate Dispute Resolution ("ADR") mechanism. In the event that the Parties are unable to amicably resolve a dispute by mediation, said dispute will be referred to arbitration by Principal Secretary, Department of Agriculture and Farmers Empowerment. The award passed by him will be final and binding to all the Parties.

2. This MoU may be terminated jointly by all the Parties with a three-month notice period showing adequate reason for the need to terminate this Arrangement.
3. If the Grantee materially fails to perform or comply with this MoU or any provision hereof, or fails to strictly comply with the provisions of confidentiality or makes an assignment in violation of the provisions set out herein; if any of the above default occur, the MoU will be terminated with immediate effect on written notice by the First Party, Second Party – BRLF and Third Party.
4. Force Majeure: Notwithstanding anything else contained in this MoU, the Arrangement shall stand terminated if either of the parties becomes incapable of acting as is provided for in this Arrangement, due to earthquake, flood, cyclone, or other natural disasters, legal and regulatory changes or any other causes of like character beyond the control of the parties.
5. The First, Second and third Party undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person which may be necessary or desirable for the purpose of this MoU or for any personnel undertaking activities under this MoU.
6. In the event of termination of this Arrangement (irrespective of the reason for such termination), the implementing CSOs grant agreement would be terminated to close the grant liability of BRLF and no further disbursement shall be made to them and also for the project beyond the period of six-month notice period.
7. In the event of termination of this Arrangement (irrespective of the reason for such termination), the following shall apply to the Grantee:
  - I. The Grantee will return all unutilized funds to the BRLF Grantor.
  - II. No further disbursements shall be made by BRLF except at its sole discretion.
  - III. The Grantee shall fulfil its obligations to the extent of the grant amount actually spent.
  - IV. The Grantee shall not upon such termination or thereafter, provide to any beneficiary or any third party or the public at large, the impression that funding from the BRLF Grantor is continuing or allow such impression to be created.

Annexures:

- I. A brief detail of the project, proposed blocks and activities
- II. Budget and tentative projection for convergence
- III. Coordination mechanisms and Result frame

IN WITNESS WHEREOF, the undersigned have executed this Arrangement, as of the date set forth above.

**For Directorate of Horticulture, Agriculture and Farmer's Empowerment Department, Odisha - First Party**

*Bijay Ketan*  
11-18

**Director of Horticulture  
Odisha, Bhubaneswar**

Name: Dr. Bijay Ketan Upadhyaya, IAS,

Designation: Director, Horticulture. Seal & Date

**For Odisha Livelihoods Mission (OLM), Panchayati Raj & Drinking Water Department, Odisha - Second Party**

*Smruti Ranjan Pradhan*  
01/11/2018

**State Mission Director  
-cum-CEO, OLM  
PR & D.W. Department  
Govt. of Odisha**

Name: Mr. Smruti Ranjan Pradhan, IAS,

Designation: Director, OLM, of **"THE SECOND PARTY"**

**For Bharat Rural Livelihoods Foundation - Third Party**

*Shri Pramathesh Ambasta*

Name: **Shri Pramathesh Ambasta**

Designation: Chief Executive Officer, Seal & Date

**For Professional Assistance for Development Action (PRADAN) - Fourth Party**

*Narendranath Damodaran*



**FOR PROFESSIONAL ASSISTANCE  
FOR DEVELOPMENT ACTION  
(PRADAN)  
BHUBANESWAR**

Name: Executive Director, Mr. Narendranath Damodaran

Designation: Executive Director, Seal & Date

Witness for First Party - Directorate Horticulture

Name: *Kunja Behara Mishra*  
Designation: *Asst. Horticulture officer*

Witness for Second Party - OLM

Name: *Suneha Biswal*  
Designation: *FA-cum-Jt Secy, PR & DW Dept.*

Witness for Third Party - BRLF

Name: *SHARAD BHARGAVA*  
Designation: *CHIEF FINANCE OFFICER*

Witness for Fourth Party - PRADAN

Name: *KIRTI BHUSAN PANI*  
Designation: *Integrator*