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BODOLAND TERRITORIAL COUNCIL

Article 5 Agreement or Memorandum of an agreement

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(Zero)

BODOLAND TERRITORIAL COUNCIL

CENTRE FOR RESEARCH IN SCHEMES AND POLICIES

BODOLAND TERRITORIAL COUNCIL

100 (One Hundred only)



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MEMOR AN DUM OF UNDERSTANDING

BE TWEEN

BODOLAND TERRITORIAL COUNCIL (BTC)

AND

CENTRE FOR RESEARCH IN SCHEMES AND POLICIES.

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2 The onus of checking the legitimacy is on the users of the certificate 3, in case of any discrepancy please inform the Competent Authority.

This Memorandum of Understanding (MoU) is made on the 22nd of February, 2024.

Between

Bodoland Territorial Government of Region, Kokrajhar, Autonomous Council constituted under the provisions of "The Sixth Schedule to the Constitution (Amendment) Act, 2003 (Act 44 of 2003)" having its Secretariat Office at Bodofa Nwgwr, Kadamtola. P.O.+P.S.+Dist.- Kokrajhar, BTR, Assam (hereinafter referred to as "BTR Govt." which expression shall where the context so requires be deemed to include its successors and assigns) of the ONE PART and represented through its Principal Secretary, Shri Akash Deep

And

Centre for Research in Schemes and Policies, a not-for-profit Society registered under the Registration of Societies Act, 1860 bearing Registration Number S/3007/DS/2022, having its central office at CRISP, TSIIC Building, Financial District, Nanakramguda, Hyderabad (hereinafter called "CRISP" which expression hereof includes its successors, administrators and assigns) of the OTHER PART and represented through its Secretary, Sri R. Subrahmanyam who is duly authorized by its competent authority vide letter Memo No........................ (Enclosed) to sign and execute this Agreement

And hereinafter referred to as the "Parties" or as "Party" in the singular.

1. PURPOSE

The main purpose of this **MoU** is to strengthen the governance systems of the Bodoland Territorial Region for effective implementation of schemes and policies, especially in the social sector, and thereby ensure large scale welfare gains.

The **CRISP** is an initiative by a group of conscientious civil servants worked at the highest levels of policymaking and having put in more than three decades in public service, aim to give back to society by working with the State and Central Governments for designing/redesigning/evaluating the schemes/programmes for large public good, to improve at scale, the development impact of programmes and policies being implemented.

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As a part of agreement, **CRISP** would support the **BTR Govt.** in studying and improving the implementation of various Central / State / Council level initiatives as well as governance strengthening and capacity building. The details are hereby mentioned as below in the Scope:

2. SCOPE

CRISP which has expertise in Panchayat Raj, Rural Development, including organization of rural poor, Livelihoods of poor, Education, Health, Micro and small enterprises, Skill Development, institution building and Governance issues, will support the **BTR Govt.** covering the following areas:

- i. **Participatory Planning** for development in the districts of **BTR Govt.** where most of the development grants come to the districts from the Government of India and Govt. of Assam.
- ii. Administrative Accountability of all the ranks of government servants to the BTR Govt. using the responsibility mapping exercise, in accordance with the Sixth Schedule of Constitution, with special reference to the entrusted subjects of BTR Govt. and through social audits.
- iii. Establishing a robust administrative mechanism for assisting the Chief Executive Member and the Executive Council in coordinating, designing, leading and monitoring crucial flagship schemes and programmes offered by the BTR Govt., Government of Assam, and Government of India.
- iv. Establishing systems for social accountability using social audits for crucial schemes
- v. Strengthening the grassroot governance by building the capacities of the Village Council Development Committees (VCDCs) so as to do effective planning and implementation of the schemes.
- vi. Streamlining the governmental processes and building capacities of the functionaries, including the financial system, using e-Office and other digital means, so as to reduce delays in implementation.
- vii. **Development of manuals** for capacity building of the staff at all levels
- viii. **Designing Mission-mode projects** with functional and financial autonomy within the Council for crucial schemes.
- ix. Rendering advice on specific issues referred to it by the BTR Govt. and facilitating its implementation.

Each of these items may be considered as a separate project interlinked for an overall improvement of governance.



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The above projects are indicative, and not exhaustive, and more projects in the areas of interest for both parties may be added with the approval from competent authority from the **BTR Govt.** from time to time.

3. AREAS OF COLLABORATION

The areas for collaboration under this **MoU** are as defined in the Clause 2.

A detailed strategy and the methodology for each of these projects will be prepared in discussion with the **BTR Govt** and **CRISP** along with the timelines for delivery.

4. FINANCIAL TERMS AND CONDITIONS

There shall be <u>no financial obligations</u> under the current **MoU** by both the parties to organize research/evaluation and training activities. Any future funding/financial obligations for research/evaluation and training activities shall be entered into through a separate contract or agreement, based on mutual agreement.

5. ROLES & RESPONSIBILITIES OF PARTIES

The Parties intend to use their best efforts in pursuance of the objectives set out above and, without prejudice to the generality of this objective. Both Parties will work within the **MoU** which lays down broad responsibilities for the fulfilment of this objective.

The Parties also commit themselves to the common goal of delivering work to the highest standards of quality. Their relationship in implementing the activities under this **MoU** will be underpinned by principles of transparency and trust. The core objective of the partnership is to evolve strategies to facilitate, and provide technical expertise to the **BTR Govt**. in effectively implementing various priority programmes of the government.

6. ROLE OF CRISP

CRISP will design the project, and will place an expert team, under guidance of **CRISP** Mentors, which would undertake the following tasks:

- a. To prepare action plans for execution of each of the projects as agreed in this **MoU** or mutually agreed thereafter.
- b. To arrange to bring experts / deploy teams who are well-versed about the area for execution of the agreed projects.



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c. To design the intervention/study as required for each project after due consultation with the nodal person for each project.

d. To supervise collection of data and use the secondary data to

make recommendations at the end of each study.

e. To work with the **BTR Govt**. to execute the recommendations at the field level.

7. ROLE OF BTR GOVT

- a. Appoint a Nodal Officer who would coordinate with various departments of **BTR Govt.** for proper execution of this project. The Nodal Officer would work closely with the Mentors from **CRISP** in design and implementation of the projects under the **MoU**.
- b. Provide office space for the **CRISP** team to function on the projects.
- c. Provide logistic and boarding arrangements to members of the **CRISP** team while attending to priorly approved work in the Council within the purview of this **MoU**.
- d. The **BTR Govt.** will provide necessary information in respect of area of study, coordinating departments, statistics and other related information to the team.
- e. Jointly develop training modules and materials and arrange capacity development programmes.
- f. Organize field visits and interaction with officials at State/District/local level as may be needed.
- g. Provide local volunteers for conducting of surveys, canvassing of questionnaires as may be required for completion of the projects.

8. GENERAL TERMS AND CONDITIONS

- a. This \mathbf{MoU} is a non-binding expression of the current intentions of the Parties.
- b. This **MoU** shall be effective from the date of signature and will remain in force for a period of <u>three (03) years.</u>
- c. This **MoU** will be reviewed from time to time and may be amended at any time by the consent of the Parties confirmed in writing.
- d. The Parties agree and acknowledge that no other rights are granted except as expressly stated herein.

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- e. Neither Party shall transfer or assign its interests, obligations or rights in this agreement, without the express written consent of the other Party.
- f. IP for material developed for the purposes of this **MoU** will be held by jointly by **CRISP** and **BTR Govt.** The material may be used for 'fair dealing' purposes under Indian laws, including open access use and dissemination for the purpose of instruction, education and research.
- g. The use of the term "Partnership" in this **MoU** is not intended in a way that implies the creation of a legal partnership, joint venture or any other kind of legal entity between the **CRISP** and **BTR Govt.** in order to implement the proposed objective. It is rather used to express a partnership in which both members have equal status.

9. TENURE AND TERMINATION

This **MoU** shall commence on the date of signing of the **MoU** and shall continue to be in force for three (03) years until terminated by either party. Either party may terminate this MoU upon 15 (Fifteen) days prior written notice to the other party. Notwithstanding any such termination, both parties may agree in writing to continue the running activities otherwise discontinued by the **BTR Govt.** till its completion.

10. GOVERNING LAW AND JURISDICTION

This **MoU** shall be governed in accordance with the laws of India and the courts in Guwahati/Kokrajhar shall have jurisdiction in respect of this **MoU**.

11. NON-EXCLUSIVE

This **MoU** does not prohibit **CRISP** or **BTR Govt**. in any manner from entering similar arrangements with third parties.

12. CONFIDENTIALITY AND NON-DISCLOSURE

i. Both parties agree to use all information shared solely for the purpose of performing their obligation under this **MoU** and not to disclose to any third party without prior written consent of the other party.

ii. The results/ findings of the studies undertaken shall be shared only with the BTR Govt. and shall not be published or used by CRISP in any other forums without written approval of the BTR Govt.

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iii. The studies undertaken by **CRISP** are not intended to be an evaluation or fault finding of the programs, but aimed at helping the department in better implementation of the programmes to achieve its objective.

This MoU is accordingly signed on behalf of the BTR Govt. and CRISP as follows:

Both parties hereto affixed their signature:

For Government of Bodoland Territorial Region

For Centre for Research in Schemes and Policies

(Shri R. Subrahmanyam)

Research in Schemes and

Policies, Hyderabad

Secretary & CEO, Centre for Scho

CRISE

(Shri Akash Deep, IAS)
Principal Secretary, Bodoland
Territorial Council and Principal Territorial Council Cou

In the Presence of:

Witness 1:

(Shri Jatin Bora, ACS)
Secretary, Transformation
& Development, BTC,
Kokrajhar

Witness 2:

N. Davdoll.

(Shri Damodar Abbayi) Head, Governance CRISP, Hyderabad