

Memorandum of Understanding

Between



DEPARTMENT OF TRANSPORT & ROAD SAFETY
(Government of Rajasthan)

And



**Harish Chandra Mathur Rajasthan State Institute
of Public Administration, Jaipur**
(Government of Rajasthan)

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

HARISH CHANDRA MATHUR RAJASTHAN INSTITUTE OF PUBLIC ADMINISTRATION (HCM RIPA)

AND

DEPARTMENT OF TRANSPORT & ROAD SAFETY

This Memorandum of Understanding (MoU) has been made and executed at HCM RIPA, Jaipur on this day **30th of November 2022** between:

Harish Chandra Mathur Rajasthan Institute of Public Administration (HCM RIPA), having its main office at Jawahar Lal Nehru Marg, Jaipur, Rajasthan (hereinafter referred to as "HCM RIPA"), through the Director of the Institute (hereinafter called the party of the First Part or the First Party)

AND

Department of Transport & Road Safety, Government of Rajasthan having its office at Parivahan Bhawan, Sahkar Marg, Jaipur, Rajasthan, through its Commissioner, Transport & Road Safety (hereinafter called the Party of the Second Part or the Second Party)

Hereinafter HCM RIPA and Department of Transport & Road Safety shall wherever the context permit, be collectively referred to as "Parties" and individually as "Party".

NOW THERE BEFORE BOTH THE PARTIES DO HEREBY AGREE AND AFFIRM HERE AS UNDER:

1. PURPOSE & SCOPE

- 1.1. The purpose of this MoU is to establish a framework for collaboration and cooperation between HCM-RIPA and Department of Transport and Road Safety, Rajasthan to provide road safety related training and awareness programmes under Road Safety Training Institute.
- 1.2. That the Road Safety Training Institute shall work initially for a period of five years from the date of signing of MoU which can be renewed further from time to time as per the mutually agreed terms and conditions.
- 1.3. The Parties shall be liable to serve at least three months' notice on the other Party before terminating the present MoU.
- 1.4. That the Road Safety Training Institute will be fully dedicated for providing training to the stakeholders and public in general for improvement of Road Safety in the State of Rajasthan. Second Party shall conduct various Training, Courses, Seminars, Conferences, and Research Programmes.
- 1.5. That the first party shall provide necessary space on agreed amount as described in Annexure - A in this agreement with regard to premises and provide for its equipments including civil maintenance, repairing, water and electricity supply, which are deemed essential and necessary to run the road safety training institute

at HCM RIPA. All equipments and infrastructure provided to the road safety training institute shall continue to be property of the HCM RIPA. Details of space and other equipments to be provided by the first Party is given in Annexure- A in this agreement.

- 1.6. All the consumables required for administering the trainings shall be procured by the second party on its own as per the requirement. The first party shall arrange for food, conveyance, lodging, stationary according to their Rate Contract, which shall be paid for by the second party.
- 1.7. That the Road Safety Training Institute shall be placed under the functional control of Commissioner, Transport & Road Safety.
- 1.8. That the Second Party will arrange resource persons to conduct various training programmes. All of them will be governed by the second party and would not demand any right or entitlement to be treated as or at par with the HCM RIPA employees.
- 1.9. That the second party will arrange all necessary furniture as described in Annexure-B of this MoU for setting up of Road Safety Training Institute at HCM RIPA and all equipment arranged by the Road Safety Training Institute shall continue to be property of the Second Party.
- 1.10. That the second party shall maintain a visitors' complaint and suggestion register, which shall be monitored by the Coordinating & Administrative Committee.
- 1.11. That if any other activity (except mentioned in 1.4) shall be undertaken by the Road Safety Training Institute, it shall be in mutual consent with the first party.
- 1.12. That the first party shall not be responsible directly, indirectly or vicariously in respect of any act, commission or omission committed by the Road Safety Training Institute whether on the campus or the repercussion thereof may take elsewhere. It shall be the sole responsibility of the administrator of the HCM RIPA to deal with the unforeseen or untoward circumstances arising within the premises of the HCM RIPA.
- 1.13. That under no circumstances, the first party shall be responsible or answerable for any injury claim, compensation or award of the Court or Statutory Authorities.
- 1.14. That all taxes imposed by the Central, State Govt. or Local Bodies (if applicable) shall be payable by the second Party for conducting trainings at Road Safety Training Institute.
- 1.15. That in case of any dispute or differences between the Parties, the decision arrived at by Coordinating & Administrative Committee shall be final and binding on both parties. All disputes arising out of or in any way connected with the MoU shall be deemed to have arisen in Jaipur and only Courts in Jaipur shall have jurisdiction to determine the same.

2. ROLES AND RESPONSIBILITIES

2.1. HCM RIPA

- a) To provide necessary space in its premises for setting up the Road Safety Training Institute on rental basis as per the rates proposed by PWD and mutually agreed by both the parties. Details are provided in Annexure-A
- b) To provide training halls/auditoriums with necessary infrastructure as per requirement for participants for the delivery of training programmes.

- c) To provide conveyance, food and accommodation as per requirement for participants/residential courses as per prescribed rates/Rate Contract of the first party on mutual agreed terms.

2.2. Department of Transport & Road Safety

- a) To develop training modules, design and deliver courses, provide course content and reading material as per requirement.
- b) To arrange faculty and experts to deliver courses for training programmes and other training activities.
- c) To provide the requisite expertise and resources for the activities/projects/initiatives pursued under this MoU.
- d) To arrange training kits and training material, if deemed necessary, to the participants for the training programmes conducted.

2.3. Joint responsibilities of HCM RIPA and Department of Transport & Road Safety

- a) Nominate Single Point of Contact (SPoC) to represent each party and promote interface so as to plan, implement, monitor and review the schedules of various activities from time-to-time.
- b) Provide updates on programmes activities development and related work pertaining to trainings.
- c) The Parties agree to participate in joint R&D activities wherever possible along with other State and Central Government bodies.

3. PAYMENT TERMS

- 3.1 Department of Transport & Road Safety shall pay a monthly rental to HCM RIPA for the office space provided as per 2.1 (a), as per mutually agreed rates.
- 3.2 For the training programmes to be conducted by Department of Transport & Road Safety for the stakeholders of road safety, the Department of Transport & road Safety will bear the cost of using infrastructure, accommodation and logistics provided by HCM RIPA at rates as notified by HCM RIPA from time to time.
- 3.3 The second party shall inform the first party at least 15 days in advance for conducting training in Training Hall/Auditorium. No financial commitment from any party will be assumed unless a formal approval/acceptance to that effect for the work/services has been accorded through signed documents by the first party prior to starting the work.

4. VALIDITY

- 4.1 The MoU shall be valid for a period of five years from the effective date.
- 4.2 The validity of the MoU may be extended by mutual agreement in writing and signed by both the parties. The MoU can be extended on the same terms and conditions, and/or with modifications on mutual consent.

5. TAXATION

- 5.1 Applicable taxes to be applied while generating invoices by HCM RIPA and honoured by Department of Transport & Road Safety while making payments.
- 5.2 Further, if parties are entitled to any exemption from taxes applicable under this MoU, then one party will promptly provide the order with the relevant documentation to avail such exemption including required certificates, if any, from the relevant taxing authorities.

6. MISCELLANEOUS

- 6.1 **Indemnification:** Neither party shall be liable to the other for any special, indirect or consequential damages including, but not limited to loss of profits, even if the parties have knowledge of the possibility of such damages.
- 6.2 **Limitation of liability:** In no event shall either of the parties of this MoU be liable to each other for consequential, indirect, special, incidental or punitive loss, damage or expense (including without limitation, loss of profits, loss of contracts, loss and corruption of data, loss or damage to reputation and/ or goodwill, opportunity costs etc.) even if the parties have been advised of their possible existence.
- 6.3 **Severability:** The invalidity or unenforceability of any provision of this MoU shall not affect the validity or enforceability of any other provisions of this MoU that shall continue in full force and effect except for any such invalid and unenforceable provisions.
- 6.4 **Relationship between the Parties:** This MoU Shall not constitute the appointment of either Party as the legal representative or agent of the other Party. This MoU is on a Principle-to-principle basis between the Parties hereto. Further, nothing herein shall be construed to entitle either party to be a representative, agent, partner or joint venture of the other. No Party to this MoU shall have any right to authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party to this MoU except as may be specifically provided in the MoU.

7. COMMUNICATION OF NOTICE

- 7.1. Any notice under this MoU shall be in writing and shall either be delivered personally or sent by registered post or electronic mail in permanent written form. Either Party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which such new address will become effective.
- 7.2. The addresses and members for service of notice shall be given to the Parties at their respective addresses set forth below:

HCM RIPA: Director, HCM RIPA, Jawahar Lal Nehru Marg, Jaipur, Rajasthan

Department of Transport & Road Safety: Commissioner, Transport & Road Safety, Parivahan Bhawan, Sahkar Marg, Jaipur, Rajasthan.


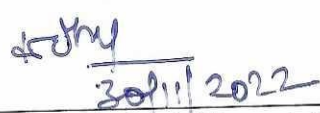
8. STATUTORY COMPLIANCES, JURISDICTION AND DISPUTE RESOLUTION


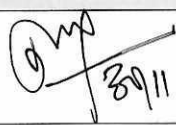
- 8.1. Each Party agrees to comply with all applicable legislations, statutes, ordinances, regulations, administrative rulings or requirements of laws of India.
- 8.2. This MoU shall be governed by and construed in accordance with the laws of India and the Courts of Jaipur shall have jurisdiction.
- 8.3. The Parties agree to attempt to resolve all disputes arising under the MoU, equitably, in good faith and using their best endeavours. To this end, the Parties agree to provide frank and timely disclosure of all relevant facts, information and documents to facilitate discussions between them or their authorized officers.
- 8.4. Any disputes or difference arising out of or in connection with this MoU whether during the progress of the MoU or after completion, which cannot be settled amicably or through bilateral discussion, shall be referred to arbitration through a sole Arbitrator appointed by mutual consent of the Parties. The Arbitral Proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and /or any other Act governing the Arbitral Proceedings prevailing at that time. The venue of Arbitration proceedings shall be in Jaipur and the arbitration shall be conducted in the English language. The award of the arbitrator shall be final, conclusive and binding upon the Parties. Pending the submission of a difference to the arbitrator and thereafter until the final decision of the arbitrator, the Parties shall continue to perform all of their obligation under this MoU, without prejudice to final adjustment in accordance with such decision.



9. TERMINATION

- 9.1 This MoU may be terminated by either Party by giving 90 (ninety) days prior notice in writing to other Party through registered post/speed post.
- 9.2 In case of termination of MoU, the Parties agree that the individual work assignments that are in an advanced stage of progress shall complete their obligations of the assignment for which monies have been received.

IN WITNESS WHEREOF, the Parties agree to be bound by the terms and conditions of this MoU and have signed it through their authorised representatives on the ____ day of ____

For and on behalf of HCM RIPA	For and on behalf of Department of Transport & Road Safety
Signature: 	Signature: 
Name: Sh. Sudhansh Pant, IAS	Name: Sh. Kanhaiya Lal Swami, IAS
Designation: Director General, HCM RIPA	Designation: Commissioner, Department of Transport & Road Safety
Date: 30.11.2022	Date: 30.11.2022
Place: Jaipur	Place: Jaipur

In the presence of	In the presence of
Signature: 	Signature: 
Name: Dr. Rakesh Singhal	Name: Kishore Kumar
Designation: Professor	Designation: ATC (E)
Date: 30.11.2022	Date: 30/11/22
Place: Jaipur	Place: Jaipur

In the presence of	In the presence of
Signature: 	Signature: 
Name: Dr. N.R. Pareek	Name: NIDHI SINGH
Designation: Add Director (Accounts)	Designation: JOINT TC (ROAD SAFETY)
Date: 30.11.2022	Date: 30.11.2022
Place: Jaipur	Place: JAIPUR

Annexure-A

1. Infrastructure Requirement to be provided by the HCM RIPA:

1. Training Hall – 1 (Min capacity of 50 persons) Fully equipped state – of – the – art Training Hall with required number of ACs, Ceiling Fans and Lights according to the dimensions of the Hall, Internet connection and Audio-Visual System including:
 - a. Projector – 1 (with electronic wall mount screen)
 - b. Podium
 - c. Podium Mic – 1
 - d. Speakers – 4
 - e. Amplifier – 1
 - f. Cordless Mic – 2
2. Office Room – 3 with basic infrastructure including required number of ACs, Ceiling Fans and Lights according to the dimensions of the Hall, and Internet connection

2. Payment terms

S. No.	Items	Payment Terms
1	Training Hall	As per rates approved by HCM RIPA (Per Training Day)*
2	Office Room (3 Rooms)	As per Fair Rent Certificate provided by Public Works Department Monthly (Rental) *
3	Electricity Bill	Monthly (on Actuals)

*Present prescribed rates enclosed – Annexure C, D

Annexure-B

1. Infrastructure to be arranged by the Department of Transport & Road Safety

1. Computers – 1 + UPS (i5)
2. Laptops – 1 (i5)
3. Laser Printer (3 in 1) – 1
4. Projector – 1 (with electronic wall mount screen)
5. Half Body Mannequin – 2
6. Almirah – 2
7. Furniture
 - a. Office Tables – 2
 - b. Office Chairs – 2
 - c. Visitor Chairs -4
 - d. Computer Table – 1
 - e. Revolving Chair – 1
8. Stationary
9. Manpower
 - a. Retd Person – 1
 - b. Support Staff - 2
 - c. Peon – 1