



Memorandum of Understanding (MoU)

Between

Lok Samvad Sansthan

and

OneWorld Foundation India

1. General

This memorandum expresses the understanding and intention of Lok Samvad Sansthan¹ having its registered place of business at 2/633, Jawahar Nagar, Jaipur, Rajasthan 302004, India, and OneWorld Foundation India² (OneWorld) having its registered office at 205-206, 3rd Floor, Shahpur Jat, New Delhi – 110049), for cooperation to share technical knowhow, expertise, knowledge, resources and infrastructure on mutual basis.

- a) **Lok Samvad Sansthan (LSS)** works towards strengthening the communication resources of development sector and promoting dimension of professional orientation in the field of advocacy, communication and media. LSS has been working with government, non-government, corporate and international organizations assignments to address various social development/ public issues, policies and programmes dealing with human development.
- b) **OneWorld Foundation India** uses Information and Communication Technologies (ICTs) for furthering sustainable development. OneWorld has expertise in leveraging knowledge and communication means like conferences, workshops online spaces, social media, research and documentation, and print, video and radio, particularly community radio, as well as developing technology solutions like websites, knowledge management portals, mobile applications, IVRS-based services and info-kiosks. OneWorld's work covers themes like agriculture, children, education, environment, health, livelihood, rural /urban development, social justice, water and sanitation, etc.

2. Duration

¹ Lok Samvad Sansthan was set up 2001 and is registered under Rajasthan Society Registration Act, 1958. Its registration number is [91/Jaipur/2000-2001](#).

² OneWorld Foundation India was registered in India as Section 25 Company in 2008. Its registration no is U72900DL2008NPL186062. Prior to that, OneWorld was operational in India since 2000 as the South Asian Centre of OneWorld International Foundation.



This cooperation will take effect from the date of signing of the MoU and shall be valid for a period of five (5) years, further extendable on the basis of mutual understanding.

3. Purpose

The main purpose of this cooperation is to further the common objectives of the two organisations that is promoting the development of initiatives for the betterment of people through leveraging the mutual strengths of both the organisations in procuring and executing the work so generated jointly.

4. The mutual cooperation shall encompass programme and project design, implementation, training, capacity building, technical assistance, operations, monitoring, research, knowledge management, joint events, publications, campaigns, proposals and applications to RFPs/RFQs/EOLs and consultancy related assignments in the development sector in areas like agriculture, climate change, health, education, governance, social impact, social business, responsible business, sustainability initiatives, scale enterprises, gender, environment, rural and urban development, skill building, advocacy, training, CSR, etc. and other areas or sectors as deemed fit by the two organisations.
5. The modalities and responsibilities with regard to the work undertaken jointly shall be finalised by the mutual consultations and agreement by the **Chairman**, Lok Samvad Sansthan, or his representative thereof, and the Managing Director of OneWorld Foundation India or his/her authorised representative(s).
6. If any shortcomings are pointed out by the concerned departments/agencies/clients, both parties will be responsible legally and financially for the respective part conducted by them.

7. Specific Areas of Cooperation

Cooperation will be achieved in the following areas:

- a) Information & experience sharing;
- b) Sharing technical know-how, expertise and Logistics;
- c) Developing/designing programmes and projects, bid project management, managing and implementing projects on turnkey basis;
- d) Consultancy on projects developed through various modes;
- e) Setting up websites, knowledge management portals, digital platforms, mobile Apps, onfo-kiosks etc.
- f) Media conferences, fellowships, panel discussions, workshops, tours etc.
- g) Monitoring & Evaluation (M&E) of the on-going programmes and projects;
- h) Policy, administrative, management and developmental research;
- i) Expanding the coverage of services across the length and breadth of the country and abroad;
- j) Generate proposals to government/non-government sponsors, national and international funding agencies for programmes consistent with organisational ends;
- k) Designing and developing and conducting training programmes, modules, material, presentations etc., workshops, seminars and conferences as may be mutually agreed upon to further the organisational objectives;
- l) Joint events, publications, campaigns etc.



- m) All other activities pertaining to improving the performance of administrative, management, developmental and social aspects of governance;
- n) Any other works as may be mutually agreed upon.

8. Financial Cooperation

- a) Financial cooperation between Lok Samvad Sansthan and OneWorld Foundation India will extend only to the projects undertaken jointly as per the terms of agreement for the respective project(s).
- b) Both the parties will determine the quantum and nature of the work to be shared between them and the mode of cost sharing in advance on project to project basis before moving the proposal to the sanctioning department or agency. The same shall not be changed unilaterally by either of the parties.
- c) The cost estimates for the projects to be undertaken jointly shall be prepared and agreed upon in the advance by both the parties prior to moving the proposal. The same shall bind both the parties.
- d) All expenses of the project will be met out of the amount received for the project from the client department or from joint financing by the parties that may include cash or kind.

9. Term

Both Parties shall have the right to terminate this agreement by giving written notice to the other party in the event of:

- Irreconcilable ideological differences between the parties
- Misuse of financial resources
- Lack of cooperation from either party
- Inability to carry out the activities as per the agreed activity schedule and agreement

The termination of this agreement shall not affect any accrued rights or liabilities of either party.

10. Exit Procedure

Both parties commit themselves to officially communicate to the other if they want to terminate the MoU or do not want to continue the relationship at the end of the MoU.

11. Ownership of Material

Any studies, reports, Intellectual Property (IP) and/or other material (graphic or otherwise) prepared by Lok Samvad Sansthan and OneWorld Foundation India under this agreement is joint property of the two partnering organisations. Lok Samvad Sansthan and OneWorld Foundation India may use the material for purposes of knowledge sharing and networking, or in joint publications. For any other use, either party will consult the other.

12. Exclusivity Clause

This agreement does not imply that Lok Samvad Sansthan or OneWorld Foundation India cannot get into a bilateral agreement with other agencies in the context of identified areas of cooperation in this MoU or related activities.

13. Indemnity/Release of Liability

Both parties shall not be liable for the acts or defaults of the other party.



14. Confidentiality

Lok Samvad Sansthan and OneWorld Foundation India shall not transfer or divulge any confidential information to any other persons or organisation, not connected to the two organisations, unless:

- Prior written consent of both parties is obtained; and/or
- The information is already in the public domain; and/or
- Disclosure is required by law

15. Change, amendment and dispute

Any necessary change and amendment to this agreement will be discussed and agreed on by Lok Samvad Sansthan and OneWorld Foundation India. Any dispute shall be solved by the two organisations through consultation.

16. Law governing Contract

All disputes and differences between Lok Samvad Sansthan and OneWorld Foundation India arising out of the contact shall as far as possible will be resolved through negotiation. However, if any differences/disputes still persist, the same shall be resolved as per the provision of the Arbitration and Conciliation Act, 1996, under the laws of India.

17. Contact Information

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Signed and Delivered

<p>Authorised Representative</p> <hr/> <p>Kalyan Singh Kothari Executive Officer Lok Samvad Sansthan</p> <p>Date: 19th July 2018 Place: New Delhi</p> <p>Seal</p>	<p>Authorised Representative</p> <hr/> <p>Name: Mr. Rajiv Tikoo Managing Director OneWorld Foundation India</p> <p>Date: 19th July 2018 Place: New Delhi</p> <p>Seal</p>
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