

MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF CONSUMER AFFAIRS, MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION, GOVERNMENT OF INDIA AND THE INDIAN INSTITUTE OF PUBLIC ADMINISTRATION, NEW DELHI FOR RUNNING THE CENTRE FOR CONSUMER STUDIES ON ITS PREMISES

1. This Agreement is made and entered into on this 30th day of October 2015 at New Delhi between

The Department of Consumer Affairs (DCA), Ministry of Consumer Affairs, Food & Public Distribution, Government of India, New Delhi, through its Joint Secretary, which expression shall include his/her successors, assignees, and administrators (hereinafter called the First Party), on the one part,

AND

The Indian Institute of Public Administration, New Delhi, (IIPA) with its offices located at Indraprastha Estate, Ring Road, New Delhi-110002 through its Director which expression shall include his/her successors, assignees, and administrators (hereinafter called Second Party) on the other part.

2. WHEREAS DCA and IIPA have agreed that IIPA would continue to run the Centre for Consumer Studies at IIPA and DCA would provide support to the Centre for a period of five years from the date of this Agreement. The primary objective of the Centre is to act as a “Think Tank” for Capacity Building, Research and Policy related issues on consumer protection and consumer welfare.

3. WHEREAS the first party, vide sanction letter No. O-110011/68/2005- Vol. III CWF dated the 21st July, 2015 has approved the proposal of the Second party for continuing to run the Centre for Consumer Studies for a period of 5 years, commencing 2015-16, to perform the functions as have been stated in the above mentioned sanction letter.

4. The first party has agreed to sanction a grant of ` 15.00 crore as financial assistance to the Second Party for a period of 5 years and ` 242.24 lakh as expenses of the first year to the Second Party as cost on managing the affairs of the Centre for the first year of the award. The Second Party agrees to abide by the terms and conditions given in the sanction letter dated 21st July, 2015. The grant to the Centre for the subsequent years will be released subject to the recommendations of the Monitoring Committee.

NOW THEREFORE in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows.

I. Scope of Agreement

This Agreement details the responsibilities and obligations of First party (DCA) & Second party (IIPA) and terms & conditions pertaining to operation of the Centre.

II. Responsibilities and Obligations of Second Party (IIPA)

- (a) CCS shall function as the Think Tank and Knowledge Partner of DCA and will carry out all directions given by DCA.

CCS shall assist DCA in following areas:-

- Call for proposals for CWF funding – suggest focus areas to be decided as per studies conducted by CCS
- Preparing a framework for financing travel expenses of VCOs invited for meetings
- Scrutiny of proposals received for funding in response to advertisements issued by DCA
- Monitoring of ongoing projects of DCA

- Developing a system of accreditation of VCOs based on a definite criteria
 - Field monitoring of Grahak Suvidha Kendras
 - Feasibility of initiating an E- magazine
 - Design a format to involve young consumers in the movement
 - Preparation of capsule of podcasts on Resource material, Training modules, curriculum, pedagogy used by CCS
 - Convert at least 10 best publications of CCS into e -books
 - Organise competitions on essay writing, debates and poster-making
- (b) IIPA will provide infrastructure, space, office equipment including computers and information related facilities and services, etc. which are already available with IIPA with the assistance provided by the Department of Consumer Affairs for all the activities of the CCS.
- (c) IIPA will submit to Department of Consumer Affairs a detailed annual performance cum activity report of the Centre at the end of each financial year.
- (d) IIPA, while seeking release of funds / installment of grant, will submit to the Department of Consumer Affairs reasonable evidence of proper utilization of installments released earlier.
- (e) IIPA will follow all and comply with all conditions attached to the grant in aid as per GFR, or as per norms followed by IIPA.
- (f) IIPA shall indemnify the DCA against any damage, cost, expenses and/ or claim occasioned by any infringement of patents or Intellectual Property Rights occasioned by acts or omissions by or on behalf of IIPA.
- (g) IIPA (CCS) will undertake research studies, training programmes as per the decisions arrived at by the Monitoring Committee of DCA and IIPA.
- (h) IIPA (CCS) also agrees to perform any or all of the following functions, as the Monitoring Committee may direct:
- a. To impart/ sponsor training programmes to various stakeholders/ organizations/ institutions/ Helplines and Grahak Suvidha Kendras.
 - b. To provide necessary expert inputs for formulation of policy / programmes / schemes of the Department of Consumer Affairs.

- c. To identify and disseminate best practices in the field of consumer protection.
- d. To publish, in the form of books, monographs, manuals, pamphlets to fill up existing knowledge gap and the results of research and evaluation studies conducted by them from the CWF grant.
- e. Sponsor/ organise seminars/ workshops/conferences etc. on consumer related issues at national / regional levels.
- f. To scrutinize proposals for assistance from CWF and conduct studies as per the directions of the First Party.
- g. Manage the National Consumer Helpline and the State Consumer Helpline Knowledge Resource Management Portal set up at IIPA and funded by DCA and enable their integration under a common IT platform.
- h. Any other activity relevant to the Centre.
- I CCS (IIPA) being the repository of technical information for all consumer related activities will function as a resource center for First Party.
- j. CCS (IIPA) will also pay attention to the least developed backward regions of India for conducting training programmes, holding workshops/seminars/conference, etc. on consumer awareness.

III. Responsibilities and Obligations of DCA

- a) The First Party (DCA) will provide annual financial support to the Second Party over a maximum period of five years towards professional services of faculty; staff and implementation of programmes and activities of the Centre with the release of an amount of Rs. 242.24 lakhs in the first year (2015-16) in two installments.
- b) The first annual payment shall be payable within one month from the date of execution of the Agreement. Further annual payments will be released in two installments for each year subject to the recommendations of the Monitoring Committee.

- c) DCA will be neither responsible nor liable to any liability or claims whatsoever, including employment of contractual manpower by IIPA, if any, arising out of or in the course of the functioning of the Centre at IIPA.

IV. Timelines for Activities Targets

1. Half Yearly Report	By 10 th of the following month
2. Annual Performance Activity Report	At the end of each financial year
3. U.C. and Audited Accounts	On expiry of 12 months from the closure of the financial year
4. Research Studies	Two per year
5. Training Programmes	As per decision of the Monitoring Committee/DoCA
6. Publication of Monographs/ Books /Manuals etc.	At least 3-4 /Year
7. Seminars/Workshops / Conferences National / Regional level	At least One/Year
8. Additional studies/programmes	As per decision of Monitoring Committee/DoCA
9. Infrastructure & staff	Within three months
10. Any other activity	As directed by DCA

V. Terms and Conditions

The following broad terms and conditions are agreed upon by the parties.

1. The Centre at IIPA would be an integral part of IIPA and will be governed by IIPA rules and regulations. DCA will provide support to the Centre for a period of five years from the date of this agreement.
2. The activities of the Centre would be conducted by faculty and staff to be appointed by IIPA as per proposal of the Centre.

3. IIPA will provide the necessary infrastructure and staff for running the Centre. The activities of the Centre and the work programme of the Centre will be decided by a Monitoring Committee constituted as under:-

Secretary (CA)	Chairman
Director, IIPA	Member
AS(CA)	Member
AS & FA	Member
JS(CA)	Member
C. C. A.	Member
Dy. Secretary (CWF)	Member Secretary
Chair Professor CCS (IIPA)	Member
Consultant-IIPA	Member

4. This Committee will review the work of the Centre and meet twice a year in the month of April and October each year for evaluation of specific activities undertaken by the Centre.
5. The accounts of IIPA relating to the Centre will be open to inspection by sanctioning authority and the audit, both by the internal audit team and the C&AG.
6. IIPA will maintain separate ledger accounts in Tally for the activities of the Centre, which will be subject to audit as per requirements. In addition CCS/IIPA shall also maintain and present physical vouchers open for audit and inspection.
7. In case of any disputes or differences arising out of this Agreement or in the operations of the Centre, the same shall be resolved through mutual discussions between both parties.
8. This is the sole Agreement between DCA and IIPA for the purpose mentioned herein and any other communication made on this subject, contrary to the covenants contained herein shall not be applicable and effective.

VI. Duration of the Agreement

- i. The duration of this Agreement will be for a period of five years from the date of signing which can be further extended by mutual written consent.
- ii. It is agreed that the DCA reserves the right to cancel the funding of the

Centre before the end of five years without assigning any reason.

- iii. It is also agreed that the DCA would not incur any liability whatsoever if the funding of the Centre is either terminated before completion of 5 years or is not renewed after the end of the 5 year period.

IN WITNESS WHEREOF, the parties have caused their representatives duly authorized for that purpose to execute this Agreement on the date and in the year herein written.

Signed for the on behalf of First Party

Signed for the on behalf of Second Party

Joint Secretary

Department of Consumer Affairs
Government of India
Krishi Bhavan, New Delhi – 110001

Director

Indian Institute of Public Administration
IP Estate, Ring Road
New Delhi – 110002

Signed, sealed and delivered in presence of:

Witnesses

1. _____

2. _____



AGREEMENT TO SUPPORT CENTRE FOR CONSUMER STUDIES

Between

DEPARTMENT OF CONSUMER AFFAIRS

GOVERNMENT OF INDIA

&

THE INDIAN INSTITUTE OF PUBLIC ADMINISTRATION

NEW DELHI