

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made and deemed to have been entered into between the following Parties on August 16, 2016.

Asia Society for Social Improvement and Sustainable Transformation

Address: No 9, Desika Road

Mylapore, Chennai 600004, TN, India

Landline number: +91 44 4554 8438

Website: www.assistasia.org

Hereinafter also referred to as (“ASSIST”)

And

Center for Economic Fragility & Governance.

Amrita University MBA Programme,

Clappana PO,

Kollam, Kerala 690525

Landline number: +91 (476) 280 1280

Website: <https://www.amrita.edu/cefg>

Hereinafter also referred to as (“CEFG”)

WHEREAS ASSIST is a non – stock, non – profit capacity building organization which aims to witness and achieve meaningful change to and for our planet and the people living on it.

WHEREAS CEFg is a multi-disciplinary research center with focus on economic analysis of development failure in fragile and weak states and design and evaluation of innovative public policies and governance regimes.

1. Areas of Collaboration

This MOU shall be between the above Parties for the purpose of **ASSIST** and **CEFG** acting as Partners to jointly explore several opportunities. The nature of partnership is primarily focused on promotion of Good Governance among public and private sector organizations.

The areas of collaboration are not limited to:

- ▶ Collaborate closely on Social initiatives and development projects which are mutually agreed upon to empower the target groups
- ▶ Jointly invite other organizations, public entities, government, associations and academia to participate in social activities
- ▶ Jointly participate in common initiatives focusing on selected target groups which may include but not restricted to Schools, Colleges, Local NGOs, public and private sector organizations etc.
- ▶ Actively support skill building and training opportunities for the target groups.

2. Special Conditions

- ▶ This MoU will act as an umbrella agreement of cooperation between the above mentioned parties and separate agreements shall be signed between them for individual cooperation which clearly details out the roles & responsibilities of both parties. It is agreed by both parties that scope of each project discussed would be reduced in writing by a Project Statement and date.
- ▶ Each party shall work towards ensuring the success of the partnership initiatives and shall be guided by the general principles of partnership such as mutual respect, trust & obligation, transparency, openness and mutual benefit.

3. Confidentiality Non-Disclosure:

- ▶ Parties hereby agree that it is strictly bound by the principles of confidentiality and non-disclosure in respect to the information shared, services provided & related matters and shall not disclose such information to any third party without the expressed written approval of all partners, other than in the conduct of the project, or as required by Law.
- ▶ All parties shall ensure to the best of its ability that its employees, agents, associates, consultants, contractors and representatives are bound by the provisions of this clause.
- ▶ Upon either:-
 - a) Completion of its intended authorized use of the information, or
 - b) Demand by concerned party for return of their Information;

All other parties shall immediately return to the concerned party, or to other Parties as directed by them, all originals and copies of the Information, or any part thereof, in any form of media.

4. Applicable Law:

The Laws of Republic of India shall govern this MOU. All rights granted in this MOU are cumulative and in addition to any rights at law or equity.

5. Dispute Resolution:

Any disputes between the Parties arising hereunder shall be resolved if possible on an amicable basis. Should such resolution prove impossible, then the dispute shall be referred by either Party for resolution to the appropriate court for determination.

6. Severability:

If any of the provisions of this MOU are held to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired.

7. Assignment:

This MOU cannot be assigned without the expressed written approval of the other Party.

8. Amendments:

This MOU cannot be amended without the expressed written approval of both Parties.

9. Further Assurances:

Each Party shall at all relevant times do all such further acts and execute and deliver all such further deeds, documents and instruments as shall be necessary or requisite in order to fully perform and give effect to the terms hereof.

10. Notices:

Any notices given under or required by this MOU shall be in writing/email and may be served on the other Party at the address or facsimile number shown above, or any change to these in accordance with this clause, by personal presentation, registered mail or facsimile transmission.

11. Other Matters:

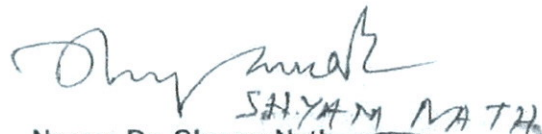
- 1) In this MOU, unless the context otherwise requires, the singular includes the plural and conversely the plural includes the singular, and similarly any references to gender means either or both genders.
- 2) The Clause headings in this MOU are for convenience only and shall not affect the construction of this MOU.

For and on behalf of
ASSIST

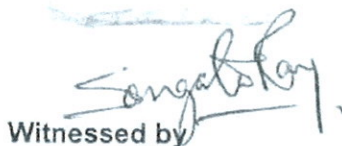
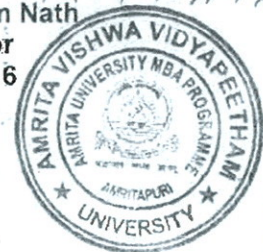
For and on behalf of
CEFg



Name: Mr. K Karunakaran
Position: Head- Projects
Dated: 16-08-2016



Name: Dr. Shyam Nath
Position: Director
Dated: 16-08-2016



Witnessed by

Name: SOUGATA RAY
Position: Assistant Professor

Project Statement for Awareness Conference and Knowledge café

This document is a Project Statement dated 16th August 2016 to execute the awareness conference and knowledge cafe in Cochin based on the MOU signed on 16th August 2016.

This has been developed to establish the scope of work and collaborate to execute the above mentioned along with CEFg for Good Governance and Anti-Corruption.

Stated contract for a special project called SIEMENS INTEGRITY INITIATIVE funded by SIEMENS and WORLD BANK and implemented by CII, where ASSIST is a service provider for certain activities as stated below. This project aims at increasing awareness on current anti-corruption laws and regulations and to promote clean business practices that are sustainable and replicable for private sector organizations.

The project activities would be executed from August 2016 to September 2016.

Key areas of Collaboration for ASSIST and CEFg

1. Support in organizing Awareness conference for private sector at Cochin.
 - Support in venue sourcing
 - Expert speaker to deliver key topics for the Awareness Conference
 - Mobilize key decision makers from the private sector
2. Support in organizing Knowledge Café through a multi-stakeholder forum at Cochin
 - Support in venue sourcing
 - Expert Facilitator to moderate the session
 - Mobilize participants from the private and public sector organization

All incidentals including travel and accommodation shall be provided by ASSIST Asia along with the event logistics including venue, food, printing of materials etc.

For and on behalf of
ASSIST



Name: Mr. Karunakaran
Position: Head- Projects
Dated: 16-08-2016



For and on behalf of
CEFg



Name: Dr. Shyam Nath
Position: Director
Dated: 16-08-2016

