

Memorandum of Understanding (MoU)

SAMAVESH

This Memorandum of Understanding (MoU) is entered on this ___ day of _____, two thousand and seventeen (2017) between:

National Institution for Transforming India (NITI Aayog), Government of India, having its office at Sansad Marg, New Delhi (hereinafter referred to as NITI Aayog),

AND

[Name of the institution] having its office at _____ (hereinafter referred to as _____);
NITI Aayog and **[name of the institution]** shall hereafter be collectively referred to as “the Parties” and individually as “a Party”.

WHEREAS:

- A. NITI Aayog is delegated with the responsibility of providing advice and encouraging partnerships between key stakeholders and national and international like-minded Think Tanks, as well as educational and policy research institutions. ‘*Samavesh*’ is a programme launched by NITI Aayog to link together various lead Knowledge and Research Institutions to catalyse the development processes, enhance institutional capacity development and enable a field level interface with the community for mutual enrichment. As part of Samavesh initiative, NITI Aayog seeks to deepen and extend its institutional capacity through networking and partnerships with reputed knowledge institutions to create an ecosystem of evidence based policy research. This network will enable efficient knowledge sharing and information exchange among all partners to fulfil their role in transformative policy reform so as to achieve a sustainable and more inclusive development in line with the National Development Agenda, Sustainable Development Goals as well as the 15 year Vision, 7 year strategy and 3 year action plan being developed by NITI Aayog.
- B. _____ (*Name of the institution*) is also engaged in undertaking activities in the field of _____ [*Theme*]
- C. NITI Aayog and (*name of the Institution*) have decided that it would be in the furtherance of their respective objectives to collaborate and cooperate with each other and undertake certain activities jointly on the Theme _____;
- D. **NITI Aayog** and (*name of the institution*) are deeply convinced that the best mechanism to undertake joint collaborative activities of transformative policy reform is through ‘*SAMAVESH*’ – *Networking and Partnerships with Knowledge & Research Institutions* - with clearly defined mandate, objectives and deliverables.

In pursuance of the aforesaid, the Parties hereto wish to record under this Memorandum of Understanding (MoU), the terms of their mutual understanding and their commitment to take forward this partnership for policy research in _____ [**Theme**] and produce frequent results as per the Terms & Conditions (T&C), set out hereunder.

NOW, THEREFORE, the Parties hereto agree to the following:

ARTICLE 1: SCOPE OF THE MoU

- (i) **NITI Aayog** will identify thrust areas of the Government and link [*name of the institution*] with *Samavesh* partners and other policy think tanks, and academic and research institutions. It will additionally introduce [*name of the institution*] to the concerned Central Ministries, State Governments and Institutions, and will provide necessary information, materials, expertise and guidance in policy research and development in _____ [Theme].
- (ii) [*Name of the institution*] will:
 - a) Bring in domain expertise in _____ [**theme**] for policy analysis and development, training and capacity building.
 - b) Conduct evidence based policy research in _____ [**name of the theme**] to aid policy formulation, monitoring and evaluation by the Government.
 - c) Enable virtual linking or networking of technical resources in the specific thematic area, synthesising of best practices and research updates in the specified theme.
 - d) Collaborate with central ministries and states in policy development initiatives related to thematic priority.
 - e) Spearhead Public Campaign(s) on one selected national priority by mobilizing students, faculty, linked institutions and civil society for the same (as per NITI Aayog's requirements).
 - f) Further networking with other institution(s) in their respective thematic areas so as to develop a knowledge ecosphere in the country.
- (iii) The specific activities to be undertaken under this MoU will be decided from time to time on mutual consultation and separate written arrangements depending on the requirements of the activities.
- (iv) The collaboration would be without any financial commitment though NITI Aayog may separately consider the provisioning of need based assistance for specified activities on a case-to-case basis.

ARTICLE 2: MODE OF COOPERATION

- (i) The possible activities of cooperation for analysing issues related to [Theme] in India may include :
 - (a) Exchange of information and data sharing
 - (b) Undertaking research Projects aligned to the National Development Agenda from a policy research perspective.
 - (c) Exchange of visits of suitable personnel for participation in agreed joint activities
 - (d) Other forms of cooperation which may be mutually agreed upon falling within the scope of this MoU.

- (ii) **Data Sharing Policy and Publication Rights:** The partner institutions undertake to perform the assignments/ activities under this MoU with highest standards of professional, ethical competence and integrity. Any public dissemination of content of any report, data and information collected during the course of engagement, could be carried out by [*name of the institution*] only after seeking prior approval from NITI Aayog. [*Name of the institution*] will also not withhold any research findings (positive or negative) from NITI Aayog. Besides, the Parties shall observe and maintain confidentiality of data as follows:
- a) [Name of the institution] will not share designated Confidential Information with any other third party or in the public domain without the written consent of NITI Aayog. However, such information may be disclosed or divulged to those affiliates, officers, employees or consultants who are working on the objectives of the MoU and have reasonable need to know the information for the purposes of the specific assignment.
 - b) The partner Institutions would be permitted to use the data provided by NITI Aayog or collated for the purposes of the specific assignments. However, the findings and/ or recommendations brought out in the reports of Partner Institutions would be deemed to be the views of the Institution and not those of the NITI Aayog/ Government, unless specific approval of the same is given by NITI Aayog in writing.
 - c) Data/information can be shared among partner institutions with prior approval of NITI Aayog. No Institution/ organisation will claim ownership of data/information received from its partners under *Samavesh*. They will merely be permitted to use the data for purposes of *Samavesh*, and making summaries and reports.
- (iii) *Samavesh* will receive policy advice from a **Policy Advisory Group (PAG)**, chaired by Vice Chairman, NITI Aayog. Members of this Group will consist of Members NITI Aayog, CEO and Principal Adviser, with special invitees, as may be decided by the Chair.
- (iv) There shall be a **National Steering Group (NSG)** Co-Chaired by CEO and Principal Adviser, NITI Aayog. The members would be Head/Director of the select partner institutions. Secretaries of concerned Departments/ Ministries and Chief Secretaries of select States (on rotation basis, as may be decided by co-chairs) will also be Members of the NSG. The Special invitees, falling under a particular theme, shall be invited for the Group (to be decided by the Co-Chairs). The Adviser of Governance and Research Vertical in NITI Aayog will function as the Convenor of National Steering Group, which would perform the following roles:
- a) Meet once a quarter to provide guidance on emerging priorities, review progress, outcomes and enable linkages of this initiative across sectors, states and institutions. The meetings may also be held at partner institutions by rotation, so that there is field based cross institution learning.
 - b) Approve a roadmap for 3 years for the partnership arrangement in the identified themes besides detailed annual action plans (workplans) with monitorable parameters.
 - c) Oversee the overall implementation of the partnership across themes and regions.

- (v) **Thematic Advisory Group (TAG):** In order to take this MoU further for specific activities under an identified theme/ cluster group, there shall be a Thematic Advisory Group (TAG) and Adviser of [*concerned subject matter Vertical in NITI Aayog*] will be the Thematic Nodal Convenor for such theme in NITI Aayog for ensuring smooth implementation of annual action plans (work plans) of specific themes/institutions, monitoring progress and providing inputs to the Steering Group.
- (vi) For administrative convenience, the Governance & Research Vertical shall be the Secretariat with Adviser (Governance & Research) as the overall Coordinator from NITI Aayog for general issues pertaining to *Samavesh*. For theme specific matters, Adviser of the concerned Subject Vertical of NITI Aayog shall be the nodal reference point.
- (vii) The overall Convenor as well as Thematic Nodal Convenor/ Coordinator may change from time to time during the course of the activities of this MoU at the discretion of NITI Aayog.

ARTICLE 3: TERMINATION

This Memorandum of Understanding can be terminated by either party by giving a notice of one month. In such cases, the partnering Institution shall return the prescribed documents, data, other material and/ or unspent grants, if any to NITI Aayog. Likewise, NITI Aayog shall also return the research material provided by the partnering Institutions.

ARTICLE 4: DURATION

This MoU will remain valid after its signature for a period of 3 year(s) i.e. up to2020. The Parties may further extend the MoU on mutual written agreement.

ARTICLE 5: DISPUTE SETTLEMENT

Any dispute arising between the Parties in any way connected with this MoU or in regard to the interpretation of the context hereof shall be resolved through mutual consultations and negotiations between the Parties, failing which, the dispute shall be referred at the option of either party to the arbitration of any arbitrator mutually agreed upon and in default of such mutual agreement to an arbitrator nominated by the NITI Aayog. The place of arbitration shall be New Delhi only. The Arbitration shall be carried out in accordance to the provisions of Arbitration and Conciliation Act, 1996, as amended from time to time.

Made at _____ on this day of _____2017, in two originals in English language.

IN WITNESS WHEREOF the authorised representatives of the Parties hereto have signed this MoU.

Witness (1)

1) Authorised signatory, NITI Aayog
Name:
Designation:

Witness (2)

(2) Authorised signatory, [Name of party]

Name:

Designation: