

MEMORANDUM OF UNDERSTANDING
Between
Uttar Pradesh State Rural livelihood Mission, Government of Uttar Pradesh
AND
Manyawar Kanshiram Institute Tourism Management
Department of Tourism, Government of Uttar Pradesh

This Agreement is signed between Uttar Pradesh State Rural Livelihoods Mission, having its office 30, Mandi Parishad Road Vibhuti Khand Gomti Nagar, Lucknow, Uttar Pradesh hereinafter referred to as First Party, which expression shall unless repugnant to the context of the meaning thereof, include its successors and assignee of the First Party.

AND

Manyawar Kanshiram Institute of Tourism Management, Department of Tourism, Government of Uttar Pradesh, Lucknow, Vikalp Khand – II, Gomti Nagar, Lucknow, Uttar Pradesh, hereinafter referred to as the Second Party which expression shall, unless repugnant to the context of the meaning thereof, include its successors and assignee of the Second Party.

AND Whereas, the First Part is a pioneer in promotion of women led community institutions that provide a collective platform for the rural poor to overcome poverty through access to financial, technical and marketing resources.

AND Whereas the Second Party functions under the aegis of the Ministry of Tourism, Government of India and is a premier education institution, dedicated to the motto of 'excellence and service' through creative and empathetic involvement in society to transform it.

WHEREAS in order to develop a sustainable model for promoting food service enterprises in Uttar Pradesh, the First Party will develop replicable model of sustainable food service enterprises with technical support including capacity building support from Second Party. In order to meet the requirement of the First Party, the Second Party, which has objective of nurturing Human Resource professionals for the Hotel and Catering Industry will support First Party in providing technical support in developing training content and conduct of short term/domain specific training program for certain groups as per requirement of the First Party.

The First Party has also entered into a MoU with National Resource Organisation, i.e. Kudumbashree (Kerala SRLM) in reference to approval of Food Cluster Project from Ministry of Rural Development Government of India, as per letter vide No. S-11051 /2020-21/NRLM(SVEP)/NRETPEC/(374078) dated 15th March 2022 to function as a Technical Support Agency (TSA) under the project. As a TSA support would be leveraged for identifying food service opportunities, devising strategies for selection and interview of entrepreneurs, provide domain



specific training modules, support conduction of training, capacity building of State Resource Groups, IEC materials, handbooks on food enterprise management including SoP design of monitoring system of food service businesses, including process and business level trackers for pilots and models. Kudumbashree would support UPSRLM in overall performance monitoring and tracking of timelines and milestone under the project.

ARTICLE I: SCOPE OF THE AGREEMENT

1. Utilisation of in-house facilities such as food production labs, service labs and classrooms which inter alia includes facilities at Institute of Hotel Management, Aliganj, Lucknow for conducting training programs available with Second Party.
2. Administration of short term/domain specific training programs for certain groups as per requirement.
3. Development of standardised training modules and certification programs for First Party stakeholders, based on specific requirement of First Party.
4. Development of training module by the Second Party in consultation with Kudumbashree (National Resource Organisation), hereinafter referred to as KSNRO. This would include development of following -
 - a. **Trainer Manual** – Tips, examples and notes for trainers, to familiarise them with the content and help them teach effectively.
 - b. **Participant handbook** – A guidebook for participants to refer to, and study during the course of the training program.
5. Training Programmes would be conducted for a period of 7 days including three days hands-on demonstration at Institute of Hotel Management, Lucknow. These trainings would involve handholding and technical support from KSNRO especially in providing classroom training.
6. Consultancy, feedback and knowledge support on material, knowledge resources, guidelines and policies related to food service operation and management.
7. Prioritizing extension of support from Government programmes to concerned entrepreneurs from amongst members of Self Help Groups under DAY NRLM.

ARTICLE II: EXPECTED RESULTS

The results expected are the following.

1. Develop training modules with content, methodology and materials for different stakeholders as mentioned under Article I.
2. Conduct training for Self Help Group entrepreneurs selected for formation and/or operation of food cluster enterprises on foodservice enterprise operation and management using the



- facilities of the Second Party as mentioned under Article I.
3. Inputs related to document and resources materials for foodservice enterprises as mentioned under Article I.
 4. Handhold identified women entrepreneurs in managing their food enterprises. These include – (i) Canteen Type 'A', Canteen Type 'B', Food Truck, Catering Service, Food Kiosks as per the specifications of First Party.

ARTICLE III: Duration of the project:

This MOU shall remain valid till the end of three years after the date of signing MoU, i.e. till 31st March 2027. Based on mutual consensus, the MoU may be further extended for a mutually agreed duration.

ARTICLE IV: ROLES AND RESPONSIBILITIES OF PARTIES

The roles and responsibilities of the SECOND PARTY shall be as follows.

1. Second Party will provide in-house facilities such as food production labs, service labs and classrooms for training programs for different stakeholders of the First Party.
2. Second Party will provide well-qualified and experienced resource persons, preferably from Institute of Hotel Management for conducting and completing of any training of different stakeholders or all of the above work specified under Article I (as per the requirement) as per the agreed schedule.
3. Second Party will develop content, methodology and materials for the different modules to be offered as per agreed schedule.
4. Second Party will support in fixed tenure recruitment of personnel for State Resource Group (SRG).
5. Second Party will assess and certify the trainees upon completion of training.
6. Second Party will support First Party for evaluation of knowledge resources, and policy documents and conduct thematic workshops on best practices and innovations in the area of the food service industry as per the requirement of the First Party.
7. Second Party will receive requirements of training and capacity building and other interventions in the form of **Training Calendar on a six monthly basis** from the First Party and ensure its compliance as per timeline.

The roles and responsibilities of FIRST PARTY shall be as follows.

1. FIRST PARTY will provide an annual training calendar to SECOND PARTY for scheduling the stakeholders' training based on deadlines for completing training.



2. FIRST PARTY will inform the SECOND PARTY with prior notice in case of any change in the training calendar.
3. FIRST PARTY will inform SECOND PARTY of the requirement for the engagement of resource person in before-hand to ensure their participation in training, workshops or other events of concern of FIRST PARTY.
4. FIRST PARTY will provide a detailed outline of the training, stakeholders and expected outcome of the resources to be developed by SECOND PARTY for the different modules.
5. FIRST PARTY will ensure that the SECOND PARTY is on boarded or platforms are shared in time to time to share project related understanding as per requirement.
6. FIRST PARTY will hire personnel from SECOND PARTY for fixed tenure recruitment of State Resource Group (SRG) for a period not exceeding three years or culmination of project period, whichever is later. SRGs would be involved with First Party for purposes of ensuring development of capacities in order to take up replication of model enterprises across the State, and support First Party in periodical review and evaluation of programme.
7. FIRST PARTY will ensure timely communication to SECOND PARTY on requirements related to short term/domain specific training programs for certain groups and for requirements related to providing inputs on documents and guidelines.
8. FIRST PARTY will involve SECOND PARTY and KS NRO for finalization of specifications for procurement of equipments and other materials and accordingly notify concerned Cluster Level Federation(s) (CLF for this procurement.
9. FIRST PARTY will monitor the boarding and lodging arrangements and attest training reports which would include grading of quality of training support based on feedback from trainees.
10. FIRST PARTY retains the right to discontinue services of Second Party in the event of non-satisfactory conduct of training programmes and other support to selected entrepreneurs.
11. FIRST PARTY shall receive payment requirements from SECOND PARTY in reference to Table 1 of this MoU. These payments shall be based on verification of all records and consequent certification of training by programme coordinator from the First Party. Advance shall be permissible in reference to concerned provisions mentioned in this MoU.

ARTICLE V: Implementation arrangements

The following implementation arrangements will be made by the parties to ensure smooth implementation of the partnership:



Implementation arrangements to be made by SECOND PARTY:

1. SECOND PARTY would allocate a team of resource persons from Institute of Hotel Management, Lucknow for providing training to selected entrepreneurs as nominated by the FIRST PARTY, which will include activities, mentioned in ARTICLE I.
2. SECOND PARTY would appoint a nodal person for coordinating and managing the activities under the partnership.
3. SECOND PARTY shall provide venue and on hands demonstration cum practice sites for conducting training programmes in reference to requirements from First Party, wherein hands-on training and demonstration would be conducted at Institute of Hotel Management Lucknow in reference to activities mentioned in ARTICLE I.
4. SECOND PARTY shall provide update on numbers of training programme completed, numbers of participants assessed and certified, and other outcomes / feedback of training through a dashboard provided by FIRST PARTY from time to time.

Implementation arrangements to be made by FIRST PARTY:

1. FIRST PARTY shall depute personnel for co-coordinating of the partnership.
2. FIRST PARTY will ensure monitoring of work based on agreed timeline and deliverable.
3. FIRST PARTY will ensure that payments are done as per the agreement after each engagement, subject to availability of funds at its end.
4. FIRST PARTY will certify that procurement of equipment and other materials is done as per procurement norm notified by KS NRO.

ARTICLE VI: Cost norms:

1. First Party will make the payment of expenses under the partnership for two years, as per approved cost norms for capacity building and included in this agreement. The cost norms and nature of payments for various activities will be as follows.

Table A: Cost Norms

Sl.	Budget Head	Interventions	No of participants	Course Fee (in Rs.)	Approved cost under MoU (in Rs.)	Total Payment as per MoU (in Rs. lakhs)	Remarks
1.	B	Capacity Building of the entrepreneurs (payable to MKITM in 2 instalments 50:50, where 50% advance payment is to be made and balance payment to be made after processing of training completion report as per UPSRLM format from MKITM)	850	Rs.25000 + GST	Rs.18500+ GST	185.555 (inclusive of GST)	1 st year – 320 (64 enterprises approx.) 2 nd year – 400 (80 enterprises approx., 3 rd year – 130 enterprises (26 enterprises approx.). Cost includes cost of development of

							training module,
1.1	B	Boarding and Lodging of entrepreneurs (payable to MKITM, in reference to Sl. 1 above)	850	Rs.800/- X 5days= Rs. 4800	Rs.4800/-	40.80	MKITM will arrange accommodation and fooding for participants at this cost.
2.	C, E	Capacity Building of Community Based Resource Persons, and SRLM Staff and CBOs.	120	Rs.8560/- + GST	Rs.8560/- + GST	12.121 inclusive of GST	Programme for DMM /BMM and CBO leaders.
2.1		Boarding and Lodging of Community Based Resource Persons, and SRLM Staff and CBOs.	120	Rs.800/- X 3 days=Rs.2400/-	Rs.2400/-	2.88	MKITM will arrange boarding and lodging of participants at this cost.

The above cost of Rs.18500/-+ GST includes payment to resource persons from IHM, travel from MKITM to IHM, classroom costs and fee for lab (production/service) costs including programme cost including material cost for training and hands on demonstration.

2. The above cost norms, which are in turn compliant to cost norms approved by Ministry of Rural Development Government of India for the Food Cluster project.
3. Taxes/GST will be applicable as per government norms. Cost norms mentioned above are inclusive of GST/tax.
4. FIRST PARTY will make the final payment of expenses under the activity on actual basis, as per the cost norms indicated at Table 'A' above on submission of final report/deliverables and clearly indicating activity wise expenditure by SECOND PARTY.
5. FIRST PARTY shall constitute an evaluation committee headed by Mission Director UPSRLM will evaluate the performance of SECOND PARTY and training outcomes. Final Payment to SECOND PARTY based on recommendation of evaluation committee at UPSRLM.
6. FIRST PARTY shall ensure that payments to SECOND PARTY are done within 45 days of receipt of the claim and report from SECOND PARTY after due verification of claims at the level of FIRST PARTY.
7. SECOND PARTY shall keep all-relevant records including bills, vouchers etc. for the expenses incurred. The books of accounts shall be open for examination by UPSRLM.

ARTICLE VI: Force Majeure

Definition: For the purposes of this MoU, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, pandemic, lockdown, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any

event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this MoU, and avoid or overcome in the carrying out of its obligations. Force Majeure shall not include insufficiency of funds or failure to make any payment required.

ARTICLE VII: Amendments

This Partnership agreement/MoU may be amended by mutual written consent of the parties. Any amendment will be without prejudice to any rights or obligation incurred under this MoU or supplementary agreement thereto reached pursuant prior to the effective date of such amendment.


Either party may terminate this agreement provided a written notice of intention is sent to the other party 30 days prior to the dissolution of the partnership.

ARTICLE VIII: Resolution of Conflict

In case of any disagreement or dispute between the parties, attempts shall be made to resolve the dispute through consultations between the parties.

All disputes and disagreements arising based on this MoU shall be referred to the arbitration of a sole arbitrator appointed by mutual consent and will be governed by the provisions of the Arbitration and Conciliation Act 1996. The venue of such arbitration proceedings shall be Lucknow, Uttar Pradesh.


THE WITNESS WHEREOF the representatives of the parties to this Agreement being duly authorised have hereunto signed in their respective names and have executed these present this _____ day of _____ 20__.

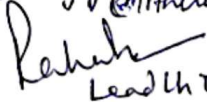

(Mission Director)
UP SRLM
Lucknow



(Secretary)

Manyavar Kanshiram Institute of ~~Management~~ Management
Lucknow विशेष सचिव
पर्यटन विभाग उ०प्र० शासन।

Witnessed by

1. 
(JMD)
(JMD)
(Mithlesh Tiwari JMD)

2. 
Lead Liked
(Pateck Srivastava)
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1. 
(Anu)
(Anu)
(Anu)

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