

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Indian Road Safety Campaign, Solve**

**And**

**Hojai Unnayan Mancha (HUM)**

This **Memorandum of Understanding (MoU)** is made on **15th May 2019** by and between Indian Road Safety Campaign, Solve (hereinafter referred to as IRSC) and Hojai Unnayan Mancha (HUM) where

**Indian Road Safety Campaign, Solve** - a youth-led organization in India, is currently registered as the road safety project of Solve, a not for profit trust, having its registered office at 262, Lane No. 4, Westend Marg, Saidulajab, Saket - 110030, through its authorized signatory, (hereinafter referred to **IRSC**) which expression shall, unless repugnant to the context of meaning thereof, be deemed to mean and include its successors in interest, legal representatives, permitted assigns of the first part and

**Hojai Unnayan Mancha (HUM),**


**Objective:** The objective of this agreement is to mutually agree to organize Fifth United Nations Global Road Safety Week in the city of

Hojai

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**A. Deliverables**

**1. Deliverables by IRSC, Solve**

  
Director  
**Hojai Unnayan Mancha (HUM)**  
Hojai, Nagaon, Assam

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1. Guidebook- A detailed manual for carrying out the activities in schools,colleges and community.The manual shall also contain the reimbursement policy and the format for submitting report of the activities
2. PPT-IRSC shall provide the PPT that shall be used to deliver the awareness session on road safety in school.
3. Quiz Sheet- IRSC shall provide the quiz sheet containing the question and answers that shall be distributed to the students.
4. Group Discussion topics-IRSC shall provide the group discussion topics for conducting group discussion in colleges.
5. Template letter -IRSC shall provide a template of the letter that has to be sent to the policymaker by the school principal/leader.
6. Design Material-IRSC shall provide
  - a generic banner of UN Fifth Global Road Safety Week that is to be used by NGOs at schools,colleges and community .
  - wall of demand flex to be used at community place for writing the demands of the people
  - A poster for school and college that will be put up in schools and colleges during the activity
  - The layout of speak up sign boards that shall be printed by the NGOs and used for #speakup activities.
7. The format of the petition sheet that shall be used by the NGO for getting petitions signed in colleges and community.
8. IRSC shall invite two representatives of the NGO on the culmination event of the road safety week on 17 May,2019.The culmination event shall be attended by dignitaries from WHO.IRSC shall also reimburse travel (starting from a train ticket) and food of the two representatives.
9. The NGO shall be given a grant upto 6000(5000- fixed, 1000- extra reimbursement of printings) for conducting the activities

## 2. Deliverables by Hojai Unnayan Mancha (HUM)

1. Plan of action-The NGO is required to share a plan of action stating the event timeline ,the timings and the days they will be conducting the activities,the number of volunteers assigned to each activity and a confirmation whether all the guidelines have been taken into account.
2. The NGO is bound to organize activities in all three categories-schools,colleges and community (**on or before 17th May**) failing to do which the NGO shall not be liable to any grant/reimbursement.

  
Director


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Hojai, Nagaon, Assam

3. The NGO is supposed to share the Social Media activity done by IRSC during the week and ensure local engagement on the Social Media Platform of the local chapter of IRSC related to the UN Global Road Safety Week. Minimum five shares should be made on each online activity from the local and main page.
4. The NGO has to share the photos and videos of all the activities. The photos and the videos must follow the guidelines specified in the guidebook.
  - Photos capturing the activity of the main event, students noting their demand, pictures with speak up sign board, students and people signing the petition, photos covering other highlights of the event. Photos should be captured in Landscape mode.
  - A 5 minute video capturing the main event. Total of 15 minute video capturing all three activities needs to be submitted. The video should be recorded in landscape mode.
  - A 5 min video of 5 people each where the NGO will be interviewing 5 people across school, college and community. A total of 15 people need to be interviewed. The people will be asked questions on their views on road safety, what they have done and what more could be done to promote road safety and the same will be posted on #speak up post on IRSC facebook page. The video should be recorded in Landscape mode.
5. The NGO has to submit the bills of expenses for seeking the reimbursement for the bills.
6. The NGO has to submit the report of the events within a week after the UN Road safety week i.e by 22th May 2019.
7. The NGO has to share the contact details of the policymaker invited during the conduct of the college activity.
8. The NGO has to share the contact details of School and College in which they shall be organising the activities.
9. The NGO has to submit the scanned copy of the petition sheet with the signatures and details of all the people signing the petition ( excel format). Also, the hard copy of original petition sheet has to be couriered to IRSC Office address mentioned in the MoU by 17th May 2019.
10. The NGO is advised to read the detailed guide for knowing all the details about the deliverables that we expect from the NGO. The NGO must adhere to the guidelines specified in the the guidebook.

#### B. Terms & Condition

  
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1. The deliverables must be delivered in the timeline specified in the guidebook.
2. A member of the NGO has to stay in touch with the with the Executive Team of IRSC for all the communications and the queries.
3. The NGO has to ensure that it updates all the tasks/plans everyday on email on the update thread.
4. The NGO is bound to organize activities across all the three categories- School, college and community. The work of the NGO shall be complete only after the activities are conducted on all three categories within timeline, report and expenses submitted.
5. The creatives and logos should only be used in the format specified and any modification should not be made. This MoU doesn't provide you permission to use logo of WHO, UN or IRSC.
6. Engagement of the Local Policy Maker is compulsory.


If the NGO fails to comply with the above mentioned terms and conditions and the guidelines mentioned in the guidebook, IRSC shall reserve the rights of deciding about the reimbursement to the NGO. The MOU may also be disbanded ,if required. The decision taken by IRSC shall be final and binding.

### C. Payment

- All payment will be done within one month after UN Global Road Safety Week after event report submission
- In case any discrepancy is found in the work done or if the work is incomplete, if the work is not of proper quality or work is not submitted properly or all the tnc is not followed - no payment will be made.
- No payment will be made without bills.
- **No extra payment over and above INR 6,000 would be provided ( including taxes) for the whole duration of the program and for all activities in any case.**

### D. Tenure

This arrangement shall be for a period of 1 months with effect from 15th May 2019 unless terminated earlier. On expiry, parties may by mutual consent extend the same.

  
Director 16/5/19  
Hojai Unnayan Mancha (HUM)  
Hojai, Nagaon, Assam  
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#### **E. Permission**

**Hojai Unnayan Mancha (HUM)** may use IRSC & Provided name/ logo/ for this Event only - in any of the communications used towards this Event - "UN Global Road Safety Week"

#### **F. Indemnification**

Both parties shall fully indemnify and hold harmless to each other and its representatives, employees, officers, directors, and shareholders against any damages, losses, claims, cost, expense and liability (including legal costs) arising from any breach of terms of this arrangement or arising out of negligence or misconduct, by any of the parties.

#### **G. Association**

This association does not create any legal relationship between IRSC and Hojai Unnayan Mancha (HUM). For the avoidance of any doubts, it is clarified that both the organizations do not have any legal obligations except for the mutual responsibilities mentioned in MoU and no other benefits would be enjoyed by ANY party other than those mentioned in the MoU.

#### **H. Governing Law & Arbitration**

This MoU shall be governed by the Laws of India and any or all disputes arising out of this MoU shall be subject to the exclusive jurisdiction of the courts at Delhi, India. In case of any dispute which shall not be mutually resolved shall be referred to Arbitration consisting of a mutually appointed Arbitrator.

#### **I. Confidentiality**

The contents of this MoU shall remain confidential always. Either party may disclose contents of this MoU pursuant only to a valid order issued by a court or government agency, provided that the party receiving such order obtains prior written consent of the other party.

IN WITNESS, WHEREOF the Parties hereto have set their respective hands and seal the day and year first hereinabove written.

**For & on behalf of**

  
Director

16/5/19

**Hojai Unnayan Mancha (HUM)**  
Hojai, Nagaon, Assam

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**For & on behalf of**

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Hojai Unnayan Mancha (HUM)

IRSC, Solve

Sign:

Sign:

Name: *Srijay Rr. Datta*   
Director  
Designation: **Hojai Unnayan Mancha (HUM)**  
**Hojai, Nagaon, Assam**

Name:

Designation:

WITNESSES

WITNESSES

*Prasanta KH Nath*  
Signed by Witness-1

Signed by Witness-2

Name: *Prasanta KH Nath*

Name:

Designation: *Member*

Designation: