

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE DEPARTMENT OF CONSUMER AFFAIRS, MINISTRY OF CONSUMER
AFFAIRS, FOOD AND PUBLIC DISTRIBUTION GOVERNMENT OF INDIA
AND
DEPARTMENT OF COMMERCE, DELHI SCHOOL OF ECONOMICS,
UNIVERSITY OF DELHI
FOR UNDERTAKING PROJECT ON
“CUSTOMERS’ EDUCATION AND CONSUMERS’ AWARENESS WITH
REGARD TO THEIR RIGHTS AND PROTECTION AGAINST MAL PRACTICES
BY MANUFACTURERS, DISTRIBUTERS, RETAILERS AND SELLERS OF
VARIOUS PRODUCTS AND SERVICES: A RESEARCH-CUM-
IMPLEMENTATION PROJECT TO BE CONDUCTED PHASE-WISE IN
DIFFERENT URBAN AND RURAL AREAS OF INDIA”.

1. This MoU is made and entered into on this 05/08/2019 at New Delhi, between, Ministry of Consumer Affairs, Food & Public Distribution, Department of Consumer Affairs, Government of India, New Delhi, through its Joint Secretary, (hereinafter called as the “First Party/DoCA” which term shall unless repugnant to the context shall mean and include their successors, assignees and administrators) **ON THE FIRST PART.**

AND

2. The grantee namely Department of Commerce, Delhi School of Economics, University of Delhi, established in 1922 as a unitary, teaching and residential University by the Act of the then Central Legislative Assembly registered office located at Delhi-110007 (hereinafter called as the “Second Party”, which term shall unless repugnant to the context shall mean and include their successors, assignees, and administrators) **ON THE SECOND PART.**

3. **And WHEREAS**, the First Party/DoCA has been approached by the Second Party/Grantee through its Associate Professor that the Second Party is having some consumer welfare project with the specific aims and objects. Therefore, after considering the aim and objectives of the consumer welfare project, the First Party has agreed that a project in this regard needs to be supported by First Party and whereas the SECOND PARTY had submitted a proposal titled “Customers’ Education and Consumers’ Awareness with regard to their Rights and Protection Against Mal Practices by Manufacturers, Distributors, Retailers and Sellers of Various Products and Services: A Research-Cum-Implementation Project to be Conducted Phase-Wise in Different Urban and Rural Areas of India”, for approval by Standing Committee set up under (CWF) Consumer Welfare Fund Rules 1992 (hereinafter called as CWF Rules) for financing the project from the said fund which has been approved for the said project vide DoCA’ s letter No. O-11011/14/2018-CWF dated 12.04.2018.

4. On the basis of proposal from the Second party, the First party/DoCA has approved and sanctioned the proposal for financial assistance for this project at an estimated cost of Rs.12.50 lakh spread over a period of one year commencing from the date of release of **AMRITA** as per the Sanction letter No. O-11011/14/2018-CWF dated 03.06.2019 issued by *Son Kumar*

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CWF Division of Department of Consumer Affairs and as per Terms and Conditions in the sanction letter.

5. **THE PRIMARY OBJECTIVES OF THE PROJECT ARE:**

- To study the level of awareness amongst the consumers on various consumer protection measures initiated by the Government of India.
- To spread the awareness about consumer rights and protection and help consumers to gain knowledge to act as informed consumers.
- To reconcile gaps of awareness level between urban and rural consumers respectively.
- To draw conclusions from the study and suggest remedial measures for better protection of the both urban and rural consumers
- To educate consumers about maximum retail price (MRP), quality and expiry date of the product.
- To promote innovation and maximise consumer welfare.
- To involve broader range of stakeholders in consumer awareness.
- To examine the nature of unfair trade practices in the India.

6. **AND WHEREAS**, the First party/DOCA has agreed to sanction a grant of Rs.10.00 lakhs as cost to carry on the activities under the Project, (hereinafter referred to as the 'Grant') subject to the condition and satisfaction of First Party/DoCA that the Grant will be used for the desired purpose and the Second Party agrees to abide by the terms and conditions set out in the said sanction letter No.O-11011/14/2018-CWF dated 03.06.2019.

7. **NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL COVENANTS HEREINAFTER CONTAINED, BOTH THE PARTIES HERETO AGREE AS FOLLOWS.**

7.1 **SCOPE OF AGREEMENT AND CLARIFICATION**

This Agreement details the responsibilities and obligations of First Party/DoCA, and Second Party (Department of Commerce, Delhi School of Economics, University of Delhi) referred to hereafter.

7.2. **RESPONSIBILITIES AND OBLIGATIONS OF FIRST PARTY/DOCA**

(a) The First Party will provide financial support to the Second Party of a sum of Rs.10.00 lakhs (Ten lakhs only) {hereafter referred to as the "Grant"} out of the total cost of the project of Rs.12.50 lakhs (Twelve lakhs and fifty thousand rupees only) and the remaining Rs.2.50 lakh (Two lakhs fifty thousand rupees only) will be contributed by the Second Party itself as its own contribution for the said project for a period of one year (hereinafter referred to as the "Period") towards implementation of the various programmes and activities under the project on the condition that the Second Party agrees to abide by the terms and conditions set out in the said sanction letter No.O-11011/14/2018 dated 03.06.2019.

(b) The amount of Rs10.00 lakh (Ten lakhs rupees only) will be released in two instalments. The first instalment of Rs.5.00 lakh (Five lakhs only) shall be payable within one month from the date of execution of this MoU. The remaining

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instalment will be released on submission of Utilization Certificate (UC) and on the recommendation of the Executive Committee.

- (c) The FIRST PARTY/DoCA neither will be responsible nor liable for any claims or liabilities of any nature whatsoever, including those arising from employment of contractual manpower employed by Second Party of any status and nature, if any to be arised, or arising out of or in the course of employment of any employee.
- (d) The First party/DOCA may introduce a system of concurrent evaluation for regular feedback regarding the functioning of the sanctioned project. The second party will not raise any objection or obstacle of any kind what so ever.
- (e) The First Party/DoCA will periodically monitor the progress of activities under the project through an Executive Committee, set up for the purpose. The Committee will meet every six months and if the progress is satisfactory then will recommend subsequent release of instalment of grants.

7.3 RESPONSIBILITIES AND OBLIGATIONS OF SECOND PARTY

7.3.1 The Second Party will contribute to Rs.2.50 lakh (20% of the total project cost) in kind only as approved by the Department for this project. The Second Party will submit proposal for release of second instalment of funds and the release of funds will be on the basis of the Utilization Certificate, Statement of Expenditure which should include the contribution of University in kind and on recommendation of the Executive Committee.

7.3.2 The Second Party will open a separate bank account for this project and maintain a proper book of accounts and a Chartered Accountant will audit the same every year for the period ending March 31. The Audited Receipt & Payment Accounts, Income & Expenditure Account and Balance Sheet for the said period along with the Auditor's Certificate and Report shall be sent to the Department by June 30th.

7.3.3 The Second Party shall keep the First party/DoCA informed of the progress made in the project, on a quarterly basis. The report shall include compliance of the provision of each points of para 7.3 of this MoU, terms and conditions of the sanction letter, and the decision taken in the review meetings in the Department and other instructions/guidelines communicated to the second party from the first party.

The Second Party agrees to achieve the objectives mentioned at para 5 above through this project.

7.3.5. The Second Party also agrees and promises to undertake project activities as per timelines and deliverables as mentioned in the **Annexure-I** to this MoU in the project area of Haryana & Rajasthan towards achieving the objectives mentioned at Para 5.

7.3.6 The second party will furnish the photos/ pictures/ videos of the programmes to this Department in soft copy through e-mail and also will upload these details on the microsite developed in this Department. The photos/videos shall reveal the date and venue of the event.

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7.3.7 A sample of the material to be distributed to public and to the participants in the programmes may be sent to the Department before its distribution. If the same is in a language, translated version in English may also be sent.

7.3.8 The Second Party shall ensure that the assets acquired out of the grant from the Consumer Welfare Fund are suitably maintained and insured.

7.3.9 **SECOND PARTY**, wherever applicable, agrees to maintain an Assets Register and other documents record showing all the assets acquired out of the grants mentioned above and agree to either return all the assets acquired to the Department on closure of the project/failure of the project or undertake disposal of these through appropriate procedure as per General Financial Rules (GFR) and credit the receipts there of to the First Party/DoCA, whichever is decided by the First Party/DoCA.

7.3.10 The Second Party agrees that in case of any deviations or modifications that are necessary to carry out the project, those deviations or modification will be carried out, only after the due written approval of the Executive Committee, set up by the First Party/DOCA for this purpose.


7.3.11 The Second Party hereby agrees that the assets acquired by it from the grants released from time to time will revert back to the First Party/DoCA in the event of project failing at any point of time for any reason whatsoever.

7.3.12 The Second Party agrees that,

- a. It shall operate a separate Bank Account for this project.
- b. It shall maintain proper accounts of the actual expenditure incurred under various Heads as also the revenue realized from time to time and make necessary arrangements for audit of such accounts through Auditors empanelled by the Comptroller, and Auditor General (CAG) or Company Law Board, (CLB).
- c. It shall submit duly audited statement of accounts for expenditure up to 75% of the grant released earlier by the **First Party for said project**, before claiming the next instalment due for the project.
- d. It shall make available all related documents, transactions and vouchers to the internal audit team appointed by the First Party/DoCA as and when felt necessary for internal evaluation by First Party/DoCA.
- e. It shall credit back to the First Party/DoCA any receipts out of the proceeds of the sale or auction of assets acquired out of the grant given by First Party for the project but amount being utilized to earn more money for the project only. However no such transaction to be done by the Second Party without informing to the First Party in writing.

7.3.13 The Second Party agrees that First Party/DoCA shall not be liable for any disputes legal or otherwise that may arise out of any action on the part of the Second Party. The loss, if any, to be incurred in such activities to be borne by the Second Party exclusively.


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7.3.14 (a) **SECOND PARTY** shall ensure that the equipment including for all the activities under the project is maintained in good condition.
(b) **SECOND PARTY** shall ensure that the equipment including for all the activities under the project is maintained in good condition.
Year

7.3.14 (a) SECOND PARTY will provide the "infrastructure", including the space, office equipment including computers and information related facilities and services, etc. for all the activities under the Project.

(b) SECOND PARTY will submit to the First Party/DoCA a quarterly report of activities and a detailed performance-cum-activities report at the end of the project year.

(c) SECOND PARTY, while seeking release of Grant, will submit, to the First Party/DOCA all reasonable evidences of proper utilization of instalments released earlier by the First Party for the said project.

(d) SECOND PARTY, undertakes to follow and comply with all conditions attached to the grant-in-aid for the project as per GFR. SECOND PARTY, indemnifies the FIRST PARTY/DoCA against any claim, which may be made under the Workmen's Compensation Act' 1926, or any statutory modifications thereof or otherwise, in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workmen or other person while in the employment of the SECOND PARTY or its contractor/agents so long as such accident or injury arose within the preview of the project envisaged in this Agreement.

(e) SECOND PARTY further indemnifies the FIRST PARTY/DOCA against any damage, caused, expenses and/or claim occasioned by any infringement of Patents or Intellectual Patents or Intellectual Property Rights, arising out of any acts or omissions by or on behalf of SECOND PARTY.

7.4 TIMELINES FOR ACTIVITIES / TARGETS

1	Infrastructure & staff etc.	Within one month
2	Quarterly Report:	By 10th of the following month every quarter
3	Project Activities, Time Lines and Deliverables	As per <u>Annexure-I</u>
4	Annual Report in Hindi and English	Within 3 months after end of project
5	Utilization certificates (UC) and Audited Accounts:	Within 12 months from the closure of the project period.
6	Meeting of Executive Committee:	Once in every six months

7.5. TERMS AND CONDITIONS

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

7.5.1 It is agreed that the First Party/DoCA reserves the rights to cancel the project at any time without assigning any reason whatsoever. It is also agreed that the First Party/DoCA would not incur any liability whatsoever if the project is terminated before completion of its fall term.

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Santhamma

7.5.9 It is expressly agreed that the provisions of Arbitration and Conciliation Act, 1996 or any other amending Act thereto, shall not apply for this MoU.

7.5.10 This is the sole MoU between the Parties hereto, for the purpose mentioned herein and any other communication made on this subject contrary to the covenants contained herein shall not be applicable and will not have any effect and also will not be entertained by the First Party.

7.6 DURATION OF THE MoU:

7.6.1. This MoU will be valid for a period of one year from the date of releasing of grant, unless the project sanctioned to the second party is terminated before expiry of the sanctioned period and the period can be extended in writing only and by mutual consent of both the parties.

7.6.2. It is agreed that the FIRST PARTY/DoCA reserves the right to cancel the Grant to the Second Party before the end of the period of MoU, if the Second Party fails to comply with the terms and conditions of this MoU.

7.6.3. It is also agreed that the FIRST PARTY/DoCA would not incur any liability whatsoever, if the funding of the Project is terminated before completion of period and project.

IN WITNESS WHEREOF, both the parties have caused their representatives, duly authorized for that purpose to execute this MoU on the date and in the year herein above written, in the presence of following witnesses.

Signed for and
On behalf of First Party/DoCA
AMIT MEHTA
Joint Secretary
Min. of Consumer Affairs, Food & P.D.
Deptt. of Consumer Affairs
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Krishi Bhawan, New Delhi
(Amit Mehta)
Department of Consumer Affairs
Government of India
365-B, G wing
New Delhi-110001

Signed for and on behalf of
Second Party

~~J. K. Das~~
Name: Professor Tarun Kumar Das
Designation: Registrar, Delhi University
Full Address: Delhi University, Kamla Nagar
Delhi - 110007
Date:

WITNESSES

1. Jaya Lakshmi
(JAYALAKSHMI (CARRIAN))
Name UNDER SECRETARY
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2. Sita Ram Meena
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1. Prof. Madan Lal
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2. Dr. Hamendra K. Dangi
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