

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**MINISTRY OF URBAN DEVELOPMENT  
GOVERNMENT OF INDIA**

**AND**

**NEHRU YUVA KENDRA SANGATHAN (NYKS)**

**Memorandum of Understanding between MoUD and NYKS for undertaking activities and running campaigns to mobilize youth to undertake awareness generation activities to bring behavioral change regarding healthy sanitation and waste management under SBM.**

This Memorandum of Understanding (MoU) is signed on 30<sup>th</sup> day of August 2016 by and between **PRESIDENT OF INDIA, acting through SHRI PRAVEEN PRAKASH, JOINT SECRETARY & MISSION DIRECTOR, MINISTRY OF URBAN DEVELOPMENT, GOVT. OF INDIA** (hereinafter called **MoUD** which expression shall unless repugnant to the context include its successors in Govt, business administrators and assigns or legal representative) of the **FIRST PARTY**"

AND

**NEHRU YUVA KENDRA SANGATHAN**, an autonomous organisation of Department of Youth Affairs, Ministry of Youth Affairs & Sports (Government of India) registered under Societies Registration Act 21 of 1860 having its headquarters at Core - IV, 2<sup>nd</sup> Floor, Scope Minar, Laxmi Nagar District Centre, Delhi - 110 092 **through DIRECTOR GENERAL, (hereinafter called NYKS** which expression shall, unless repugnant to the context includes its successor in business, administrators, liquidators and assigns or legal representatives) of the **SECOND PARTY**.

In the MoU, henceforth, MoUD and NYKS shall be individually referred to as "PARTY" and collectively as "PARTIES".

**OBJECTIVE OF THE AGREEMENT**

This Memorandum of Understanding is for NYKS to mobilize youth to undertake awareness generation activities to bring behavioral change regarding healthy sanitation and waste management practices by establishing a Cadre of trained and motivated local Youth to lead IEC and BCC activities under SBM.

**Now this Memorandum of Understanding witnessed as follows:**

1. In consideration of the due observance & performance of all the terms and conditions mentioned in this Memorandum of Understanding along with Part-I to III attached hereto and forming part of this Memorandum of Understanding, MoUD and NYKS agree to sign this Memorandum of



Understanding for motivating youth to undertake behavioural change activities.

2. This Memorandum of Understanding shall remain in force till 31<sup>st</sup> March 2017 or till such date the Swachh Bharat Mission (Urban) is under implementation (whichever is earlier) from the date of this MoU. This MoU can be extended through mutual consent after the completion of the period on such terms as may be then mutually agreed.
3. MoUD and NYKS hereby agree and unequivocally undertake to fully comply with all the terms and conditions stipulated in the MoU along with Part I to III attached hereto and without any deviation or reservations of any kind, unless mutually agreed between the Parties at any given time.
4. The laws of India as promulgated/modified/amended or replaced from time to time shall govern this MoU.
5. NYKS shall follow the transparent contract/procurement policy/ies and adhere to the applicable contract/procurement rules.
6. This Memorandum of Understanding shall not be amended or modified or altered or changed in any way except in writing and duly executed by the authorized representatives of each party.

In witness where of the parties hereto have caused this MOU to be executed through their authorized representatives on the 30<sup>th</sup> day of August, 2016.

  
**Joint Secretary & Mission Director**  
**MoUD, Govt. of India.**

  
**Director General**  
**NYKS, New Delhi.**

**In presence of:**

1.

2.

## PART-I

### Scope of Work

As part of this agreement, following services shall be provided by Nehru Yuva Kendra Sangathan (NYKS) IN 9 pilot ULBs of the National Capital Region.

1. Organize a NCR level project orientation training cum planning workshop for mobilizing youth to undertake awareness generation activities to bring behavioral change regarding healthy sanitation and waste management practices.
2. Establish a Cadre of trained and motivated local Youth to lead IEC and BCC activities in selected Cities. NYKS should also take charge of training of Spearhead team.
3. Undertake massive public awareness campaigns on sanitation for Youth and Educating masses by organizing city-wide SBM campaigns through fabricated Chariots. The campaign should focus on,
  - a. Propagation of Swachh Survekshan 2017 and encourage citizens to participate in the feedback
  - b. Dissemination of 'Asli Tarakki' message,
  - c. Encouraging people to take the Swachh Bharat pledge for a clean India and
  - d. Creating awareness among target beneficiaries about the government support available for construction of sanitation infrastructure in form of household toilets and Public/Community toilets.
4. Create an enabling environment as a mechanism to bring about and sustain behavioral changes aimed at adoption of healthy sanitation practices. Tools kits with necessary material should be created so that the success of the initiative can be replicated across other ULBs in the country.

### **Project Review Mechanism**

1. The above campaign to have a dedicated page on Swachh Bharat Urban portal with weekly updating of progress report by the engagement
2. A fortnightly review meeting between the Mission Director and NYKS officials in MoUD.

### **Project Implementing Agency**

Nehru Yuva Kendra Sangathan, Department of Youth Affairs, Ministry of Youth Affairs and Sports, Govt. of India and its various Zonal Offices and District Offices. For more details please see Annexure-I. The details of Activities undertaken by NYKS for Swachh Bharat Mission during previous years is at Annexure-II.



### **Funding and IEC Material providing Agency**

Publicity materials (creative content) like posters, pamphlets, brochures, stickers, badges, films and documentaries, in Hindi, English to be provided by Ministry of Urban Development, Govt. of India. However, the dissemination of the same will be the responsibility of NYKS.

### **Coordination and Support Agencies**

State Government, Municipal Corporation, District Administration, District Advisory Committee on Youth Programs, District Public Relation Office, District Mass Media & Education Office, NSS, NCC, Eco Clubs, Red Cross Society, Educational institutions and reputed NGOs working in the area and others who can support the activities.

### **Target Audience**

General Public with special focus on adolescents, youth and their peer groups as well as teachers, parents, local political and religious leaders, women groups, members of the Urban Communities, Municipal Corporation and others.

### **Duration of the Project**

Three months from the date of signing of agreement.

*J. Laxman Singh*

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*[Signature]*

## PART- II

### Commercial Terms & Conditions

#### A. Financial Proposal

Budget Summary		
Part	Particulars	Amount (in Rs.)
A	Swachh Bharat Mission Budget Estimate for NCR level Orientation, and Final Assessment workshop (One-Time)	6,45,000
B	Proposed support, monitoring and management cost at National level	19,75,000
C	Budget for undertaking youth engagement and awareness generation activities under SBM in 9 ULBs of NCR region	4,44,06,000
	<b>Total</b>	<b>4,70,26,000</b>

#### A. Financial Proposal

##### **Part –A: Budget Estimate for NCR level Orientation and Final Assessment workshop (One-Time)**

Sl. No.	Particulars	Amount (in Rs.)
1	01 National level Orientation cum Planning Workshop for 2 days for 40 person each (Director General, Director, Zonal Directors, Hqtrs officers, Deputy Director, DYCs, Ministry Officials, Project Officers, Specialist Social Media Team etc. @ Rs. 2,95,000/- workshops (the details of 2,95,000 is attached at <b>Table A(1)</b> )	2,95,000/-
2	01 day Final Workshop for Assessment and lessons learnt for 40 Key Officers of the Project @ Rs. 1,50,000/-	1,50,000
3.	Engagement Documentation, Youth Engagement Roadmap & Tool-kit for pan-India Scale and Final Report	2,00,000
	<b>Total</b>	<b>6,45,000</b>

**Table A (1) - Budget Estimates for one Workshop at NCR Level**

Sl. No	Particulars	Amount (in Rs)
1	Hiring of Training Hall/Venue along with backdrops, LED, and other operational expenses related to organization of the workshop etc @ Rs 50,000 per day for 2 days	1,00,000
2	Breakfast, Lunch and Tea for 60 participants @ Rs. 1000 for 2 days	1,20,000
3	Resource Material/Kit bag for 60 persons @ Rs. 1000/- per person	60,000
5	Honorarium of 5 resource persons @ Rs 1500 per person for 2 days	15,000
	<b>Total</b>	<b>2,95,000</b>

*Jilawar Singh*

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<b>Part B: Proposed support, monitoring and management cost at National level</b>		
<b>Sl. No.</b>	<b>Particulars</b>	<b>Amount (in Rs.)</b>
1.	Hiring of One Specialist Communication & Social Media for 3 months @ Rs. 75000/- + 3 Social Media resources @ Rs. 25,000	4,50,000/-
2.	Hiring of one Monitoring and Evaluation Officer for 3 months @ Rs. 40,000/- per month	1,20,000/-
3.	Hiring of Project Officer (One) for 3 months @ Rs. 40,000/-	1,20,000/-
4.	Hiring of Project Assistant (Three) for 3 months @ Rs.15,000/-	1,35,000/-
5.	Renting of Computer Accessories (including 9 Laptop, Printers) and Purchase of other IT Accessories (USB Drives, CDs, Papers, Ink Toners, Stationery)	1,50,000/-
6.	Administrative, Coordination and Miscellaneous expenses (including advertisement for project functionaries, local Transportation of Sl. 1 to 4 above) @ 2.25% of overall engagement budget	10,00,000/-
	<b>Total</b>	<b>19,75,000</b>

<b>Part C: Budget for undertaking youth engagement and awareness generation activities under SBM in 9 ULBs of NCR region</b>		
<b>Sl. No.</b>	<b>Particulars</b>	<b>Amount (in Rs.)</b>
1	Training of Youth leaders for 5 full days for 50 youth in a City (@ Rs. 3,000 per youth x 50 ) + Kick-Off workshop on 5 <sup>th</sup> day	1,50,000
2	Implementation cost of City level programmes - 720 programmes in equal number of important places in a city (720 programmes x Rs. 2000)	14,40,000
3	Honorarium for 50 youth leaders for 52 days @ Rs. 500 per day (50 x 52 x 500)	13,00,000
4	Hiring of 4 Mini Chariot to cover 720 places @ 3000 per chariot including other support equipment, fabrication, audio systems, etc.(4 Chariots x 52 days x Rs 3000)	6,24,000
5	Videography, photography, & kit for press meet in a City	50,000
6	T-Shirts & Caps for 200 Youth Leaders @ Rs. 250/-	50,000
7	Refreshment during 720 programs, certificates, Mementoes, etc	2,00,000
8	Deployment of Project Officer for 3 Months @ Rs. 40,000/- per month	1,20,000
9	Expenditure on Social Media, IEC component (Stickers, Badges, Banners & Hoardings, Wall Painting etc.) and post event cleanup	10,00,000
10	<b>Total for 1 ULB</b>	<b>49,34,000</b>
11	<b>Total For 9 ULBs (Rs. 49,34,000/- per City x 9 ULB)</b>	<b>4,44,06,000</b>

*Jilansar Singh*

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## B. Payment Terms

Milestone	Deliverable	Date	Amount
<b>Preparatory work</b>	NCR level workshop, deployment of Project Functionaries, formulation of guidelines and Action plan	On submission of MoU	15% of the total budget
<b>Environment Building</b>	City Action Plan, Selection and training of Spearhead team, launching function of City level SBM programme for environment building, designing and fabrication of Chariots, development of IEC component, Development of social media campaign material (Stickers, Badges, Banners & Hoardings, Wall Painting and preparation of Short Films etc.),	On submission of District (city) Plan	35% of the total budget
<b>Implementation of the project</b>	Organization of City level mass awareness and education campaign activities for Swachh Bharat Mission in phased manner. City level Convention and compilation of reports	Implementation with ULB wise plan	50% of the total budget

## C. Other Terms and conditions:

- i) In case of any non-compliance to the process laid down for smooth operation of the system by the ULB staff, NYKS will not be responsible for the shortfall in performance or in the MIS reports. However, NYKS will in a timely manner apprise MoUD of the issues and challenges so that correct measures can be taken by MoUD with support from the ULBs.
- ii) The maintenance and support for all the hardware devices & Software / Apps will be the responsibility of NYKS during the period of agreement.
- iii) NYKS will provide the names & contact details of its Nodal Officers in each city for smooth coordination in implementation and operation of the system
- iv) NYKS will submit a monthly report on the progress by each of the 9 ULBs of NCR region along with the utilization certificate of the funds. All payments will be released based on the actual mentioned in the utilization certificate for admissible components only as per the agreed scope.
- v) NYKS will submit Utilisation certificates and audited reports of the expenditure incurred and return the unspent amount within 1 month of the date of completion of this MoU.
- vi) **Suspension, Revocation or Termination**







- (a) Either party reserves the right to suspend the operation of the services under this MoU, at any time, due to change in its own license conditions or upon directions from the competent government authorities. In such a situation, neither party shall be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the MoU will not be a cause or ground for extension of the period of the MoU and suspension period will be taken as period spent.
- (b) Either party may, without prejudice to any other remedy available for the breach of any conditions of agreement, by a written notice of ONE month issued to the other party at its registered office, terminate this MoU under any of the following circumstances:
- (i) Either party failing to perform any obligation(s) under the MoU.
  - (ii) Either party failing to rectify, within the time prescribed, any defect (in this MoU) as may be pointed out by the other party.

Breach of non-fulfilment of MoU conditions may come to the notice of either party through complaints or as a result of the regular monitoring. Wherever considered appropriate either party may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the MoU by the other party or not. Other party shall extend all reasonable facilities and shall endeavour to remove the hindrance of every type upon such inquiry.

#### **Dispute Settlement**

- (a) In the event of any disputes, controversies or claims arising out of or in connection with this Agreement / MoU or the breach, termination or invalidity thereof the parties shall at first instance endeavor to amicably resolve/ reconcile by mutual discussion / reconciliation in good faith. If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the agreement cannot be resolved within 60 (sixty) days of commencement of reconciliation / discussions, in such case, the same shall be finally referred by either party to the arbitration to one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of Bureau of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon both the parties, provided, however, any Party aggrieved by such award may make a further reference for setting aside or revision of award to the Law Secretary, Department of legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator.
- (b) The venue of the arbitration proceeding shall be New Delhi.

  
Dilwan Singh



**vii) Force-Majeure**

If at any time, during the continuance of this MoU, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happenings of any such event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the MoU, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided Service under the MoU shall be the resumed as soon as practicable, after such event comes to an end or ceases to exist. The term of this MoU shall be extended corresponding to the period of force majeure event.

**viii) Indemnification**

Both Parties agree to protect, defend indemnify and hold harmless the other party and its employees, officers, directors, agents or representatives from and against any liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

- (a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, Urban Local Bodies, telecommunications operator or regulator applicable to such party.
- (b) Any breach of the terms and conditions in this MoU by NYKS or MoUD.
- (c) Any claim of any infringement of any intellectual property right or any other right of any third party or of law by MoUD or NYKS as attributable to the party's role in services herein.
- (d) Any claim made by any third party arising out of the use of the services and arising in connection with interruptions or degradations of service caused.
- (e) Any breach or non-performance or of any of its undertaking, warranty or obligation under this Agreement including any loss or damage or claims due to any compromise in data integrity and such lapse directly attributed to the fraud, negligence or willful misconduct.

This clause shall survive the terminations or expiry of this Agreement.

**ix) SLA**

Detailed SLA and related compensation/damages shall be finalized in the model agreement format.





## **PART-III**

### **Functional Requirements**

NYKS will provide solutions that are implementable, easily configurable, modular, flexible to adopt changes, scalable and cost effective.

The solutions will be inclusive of but not restricting to the following:-

#### **1) NRC Level Project Orientation Training cum Planning Workshop**

- a) A NCR level Project Orientation cum planning workshop will be organized for 2 days.
- b) The agenda of the workshop will be to finalize strategy activities for execution of the project, coordination, youth mobilization, monitoring, media coverage, reporting and develop draft National Action Plan of the project involving all stakeholders and project functionaries of NYKS
- c) A draft national action plan of the project involving all stakeholders and project functionaries of NYKS to be prepared.

#### **2) Selection and training of Spearhead youth team**

- a) Selection of 50 enthusiastic, reasonable, experienced in public speaking, motivated & educated local youth with leadership skills in each city. These individuals should be able to spare 52 days (at 3 intervals of 30, 15 and 7 days).
- b) They will be oriented and trained on the thrust areas to undertake Awareness and motivational campaigns through elocution, cultural performances, and skits in specified of India.
- c) In each city, the selected 50 individuals will be imparted a training of 5 full days
- d) They would be thoroughly oriented, educated on the project objectives, activities, strategies, approach, thrust areas, key messages, their roles, responsibilities.
- e) Trained youth and volunteer would be provided T-Shirts and Caps, depicting the Indian Tricolour, SBM logo, and NYKS logo.

#### **3) City level SBM Campaign Implementation and activities through fabricated chariots**

- a) City Level Swachh Bharat Mission IEC Campaign Activities to be launched as a part of environment building programme in a befitting manner.
- b) VIPs, eminent personalities, stakeholders, partners and youth from all walks of life to be invited to participate in the launching function.
- c) During the program the support of all stakeholders would be requested and plan of implementation would be shared.
- d) In each of the identified city, four Chariots with Banners and Posters highlighting the messages of Swachh Bharat Mission as well as Public Address System for addressing the public on key issues, Audio Videos to exhibit documentaries and IEC material for distribution would be used for creating awareness and motivation.

- e) Groups of trained youth as resource team would be the part of the Chariot to conduct activities.
- f) Before undertaking the campaign, the city Mohallas, Religious places, Tourist Centres, Hospitals, Educational Institutes, Offices locations, Bazzars and public Statues would be mapped and divided into 240 venues for the conduct of activities. The venues would be selected in a manner that the Spearhead Team can organize the programme, Chariot can be parked and where maximum number of citizens can attend and participate.
- g) The Chariots will visit and cover 240 important places with set of awareness and behaviour change communication and demonstrations activities in city in three phases.
  - 1) **Phase 1-** would be for 30 days duration at a stretch and would cover 240 locations in the City to trigger the campaign messages
  - 2) **Phase 2-** would be for 15 days duration at a stretch beginning with the venues covered first in succession and would cover 240 locations in the City so as to follow up the gaps in the progress and to reiterate the outcome of the objectives
  - 3) **Phase 3-** would be at an interval of 15 days for 7 days duration and would cover 240 locations in the City to maximise the effect of motivation and behavioural changes.
- h) At each of the identified place following activities based on the identified key thrust areas and achieving the objectives would be organized.
  - i. Awareness, educational Plays, Nukkad Nataks, Skits on SBM thrust areas.
  - ii. Motivational Films/ Documentaries on Swachh Bharat Mission Programmes and Activities.
  - iii. Theme Based Culture Programmes
  - iv. Distribution of IEC Material
  - v. Lectures by experts and Spearhead Team
  - vi. Group Meetings and formation of Swachhta Core Groups at each venue
  - vii. Cleanliness Drive by all interested and motivated
  - viii. Candle Marches
  - ix. Oath Taking Ceremony
  - x. Advocacy to denounce manual scavenging and create awareness about Govt. Schemes for rehabilitation.
  - xi. Awareness creation on affects of Open Defecation on Public Health.
  - xii. Motivating public to construct toilets in their homes
  - xiii. Motivating public to participate in Swachh Survekshan
  - xiv. Motivating public to take pledge and submit on-ground action related details on Swachh Bharat MyGov platform.

- 1) **Phase 1-** At each of the identified places in the city the programme of education and awareness through public speaking, demonstration, and interaction will be conducted for three hours. Each of the four Chariots in a day would cover two locations. Therefore, in a day 8 locations would be covered and by the end of 30 days all 240 locations would be covered.

*Dilwan Singh*

- 2) **Phase 2-** At each of the identified places in the city follow up campaign would be organized by the Spearhead Teams for two hours. Each of the four Chariots in a day would cover three – four locations to reiterate and fill the messages through campaign activities, Gandhigiri and advocacy. Therefore, in a day 12-16 locations would be covered and by the end of 15 days all 240 locations would be covered.
- 3) **Phase 3-** at each of the selected places in the city the campaign would be organized by the Spearhead Teams for about one hour to reiterate and fill the message gaps, if any through campaign activities, Gandhigiri and advocacy. Each of the four Chariots in a day would cover eight -nine locations. Therefore, in a day 35 locations would be covered and by the end of 07 days all 240 locations would be covered.
- i) The opportunity would also be utilized for Cleanliness Drive. The concerned NYKS functionaries will have flexibility to maximize the impact by bringing additional resources and inputs.

#### 4) Publicity in media and IT Components

- a) The logo of SBM and the NYKS logo would be used for publicity material, banners, backdrops, placards, etc. Arrangements would be made for wide publicity of the SBM programme through print and electronic media, TV Channels, Doordarshan and other free local channels, AIR/FM Radio, Cinema, Theatres, etc.
- b) For additional number of programs Field Publicity Office and Song & Drama division Govt. of India would also be coordinated.
- c) Besides above Social Media and IT components for the furtherance of the objectives of the project would be integrated as part of the pilot project. It has been visualized that they would be equally important component for the visibility of the project activities and reflecting the concrete outcome, worth sharing with the Ministry. Therefore, in order to ensure the same following provisions are proposed:-
  - i) **Specialist Persons:-** Eminent person who has vast experience in making jingles, train and guide youth for demonstration of messages through popular media, undertaking and managing Social Media Campaigns in the field of Swachh Bharat and related field will be engaged under the project at National level & State level.
  - ii) **Social Media Team-** a Social Media Team under the leadership of the Specialist will be engaged for publishing the works and outcome on regular basis of Project in the following social media sites/Apps at National level and State level.
    - a) WhatsApp
    - b) Twitter campaigning
    - c) Facebook
  - iii) **Project Officers:** One Project Officer will be deployed in each of the city separately for planning, budgeting, monitoring and implementing the project activities in close association with Social





Media Team. Project Officer will be responsible for planning, budgeting, monitoring & implementation of the project activities across assessment with social media specialist.

- iv) Monitoring & Evaluation Officer: One M&E Officer will also be deployed at NYKS Headquarters.
- v) IEC component- the following IEC components will be developed and adopted for building an enabling environment, visibility of the program, awareness creation and motivating people to come forward to make the campaign a mass movement.
  - a) Stickers on Swachhta Ambassador Badges for Youth
  - b) Banners & Hoardings
  - c) Wall Painting at the campaigning places (with permission)
  - d) Short films-3 minutes each - 10 creations

**Final Workshop for Assessment and Lessons Learnt:** - 1 day final Workshop will be organised to assess the project performance, outcome and lessons learnt.

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*Dilwan Singh*