

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**MINISTRY OF URBAN DEVELOPMENT  
GOVERNMENT OF INDIA**

**AND**

**AMAR CHITRA KATHA (ACK)**

**Memorandum of Understanding between MoUD and ACK for developing a 32-page illustrated Amar Chitra Katha comic on Swachh Bharat Mission, to bring about awareness and behaviour change towards sanitary and clean habits, through the medium of children.**

This Memorandum of Understanding (MoU) is signed on 31<sup>st</sup> day of August 2016 by and between **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

**AMAR CHITRA KATHA PVT LTD**, having its headquarters at Sumer Plaza, 2<sup>nd</sup> Floor, Marol Maroshi Road, Andheri East, Mumbai – 400059 **through** **PRESIDENT (hereinafter called ACK** 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 ACK shall be individually referred to as "PARTY" and collectively as "PARTIES".

**OBJECTIVE OF THE AGREEMENT**

This Memorandum of Understanding is for ACK to develop on behalf of MOUD a 32-page special edition of Amar Chitra Katha illustrated comic with messages and themes pertaining to Swachh Bharat Mission, to facilitate 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 ACK 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 30<sup>th</sup> November 2016. 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 ACK hereby agree and unequivocally undertake to fully comply with all the terms and conditions stipulated in the MoU along with Part I to II 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. ACK shall follow the transparent contract/procurement policy 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.....of Aug, 2016.



**Joint Secretary & Mission Director**

**MoUD, Govt. of India.**



**President**

**ACK, Mumbai.**



**In presence of:**

1.

2.

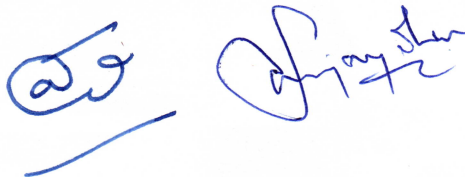


## PART-I

### Scope of Work

As part of this agreement, following services shall be provided by Amar Chitra Katha (ACK):

1. Conceptualize, Develop and Create a 32-page illustrated Amar Chitra Katha comic on Swachh Bharat Mission.
2. This special edition comic book will have the following features:
  - *The book will begin with the history of a clean India, building on the systems of cleanliness and drainage found at the Indus Valley Civilization, through the Vedic and middle ages, to the dream of a clean India envisioned by Mahatma Gandhi.*
  - *The story will develop further with how the Hon'ble Prime Minister Shri Narendra Modi resurrected that dream with the Swachh Bharat Mission, and the objectives of the Mission.*
  - *The book would comprise a series of inspirational stories from the mission, cleanliness rankings of cities, the public figures and ambassadors making an impact on their environment, and stories of individuals and organizations that can inspire children to the concept of 'swachhata'.*
  - *Each section of the book will also have quizzes and games to engage children with the ideas further*
  - *Finally, there will be an interactive workbook of tips and tricks children can use to clean their own areas. This will also provide a section about how to organize community cleanliness drives and what other things they can do to make a remarkable impact on their immediate surroundings. This will further inspire them to make a long-lasting impact on the cleanliness of their homes, schools, neighborhoods and eventually their cities.*
  - *Each book of the special edition comic book will carry official logos of SBM and MoUD.*
3. ACK will be translating the document into Hindi,
4. ACK will provide MOUD with 10000 complementary copies of the comic book, 5000 copies in English and 5000 copies in Hindi.
5. ACK will provide additional 36000 copies of the special edition comic book to MOUD at a rate of Rs 25 per copy.





6. ACK will also be providing the open files of the original document to MOUD, for translating the comic book in any other regional language based on demand and requirement.

### **Project Review Mechanism**

A fortnightly review meeting will be held between the Mission director and ACK representative in MoUD, to monitor the progress of production

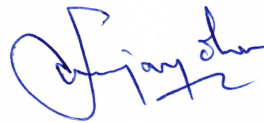
### **Target Audience**

General Public with special focus on children, student groups, as well as teachers, parents.

### **Duration of the Project**

Three months from the date of release of funds to ACK

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## PART- II

### Commercial Terms & Conditions

#### A. Financial Proposal

Budget Summary		
Part	Particulars	Amount (in Rs.)
A	Development and creation cost, one time translation cost (into Hindi), and 5000 complementary copies <u>each</u> in English and Hindi to MOUD	9,50,000
B	Additional 36000 copies to be sold to MOUD @ Rs 25 per copy	9,00,000
	<b>Total</b>	<b>18,50,000</b>

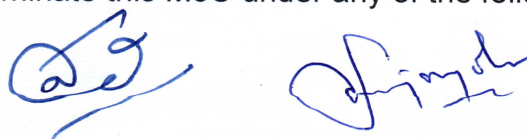
#### A. Payment Terms

Deliverable	Date	Amount (in Rs)
Submission of open files of the special edition comic book both English and Hindi alongwith 5000 copies each in Hindi and English	15.09.2016	9,50,000
Submission of 36,000 copies – 18,000 each in English and Hindi of the special edition comic book	26.09.2016	9,00,000

#### B. Other Terms and conditions:

##### i) 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.

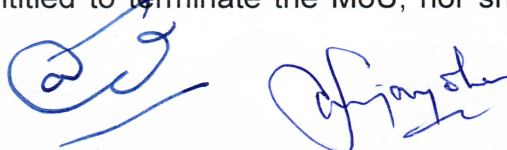
Breach of non-fulfilment of MoU conditions may come to the notice of either party through complaints or as a result of the regular monitoring. Wherever considered appropriate either party may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance 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 Ministry of Urban Development. 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 on 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.

### **ii) 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 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.

**iii) 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 ACK 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 ACK 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.

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