

MEMORANDUM OF UNDERSTANDING

“COVID-19 Specific and sensitive Risk Communication and Community Engagement (RCCE) through Community Radio Stations (CRS) during COVID19 Outbreak”

This MOU is executed on this day of 01<sup>ST</sup> June 2020 between:

Community Radio Association (CRA), registered as Societies Registration Act 1860, Registration No.S/606/Distt. South/2011 Date of Registration 23<sup>rd</sup> August 2011, at South District Government of NCT of Delhi (hereinafter referred to as “CRA” as the context may require and which expression shall include its successors and permitted assigns) of the **FIRST PARTY**;

AND

..... Finance officer .....

Address..... Dr. Bhimrao Ambedkar University .....

..... Palival Park, Area - 282004 .....

..... (“hereinafter referred to as “Second party” which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) **OF THE SECOND PARTY** In conformity with the provisions of the described in the MOU, together with the associated budget, CRA and the second party hereby agree as follows:

First party and Second Party are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

- a. WHEREAS the first party wishes to retain the services of the Second Party for the purposes of furthering and attaining the project to broadcast a radio series **On COVID-19 Specific and sensitive Risk Communication and Community Engagement (RCCE) through Community Radio Stations (CRS) during COVID19 Outbreak**, developed by UNICEF and respective Community radios as specified in this Agreement.
- b. AND WHEREAS Second Party has agreed to provide the First Party with the said Deliverables as per the terms and conditions of this Agreement;
- c. AND WHEREAS the First Party and the Second Party have now agreed to set out the terms and conditions of this Agreement as per the clauses below:



**1. Engagement**

- a. First Party hereby engages the Second party to perform the services and ensure the completion of deliverables (“**Deliverables**”) as specified in Attachment A and any related services as requested by CRA, and Second Party hereby accepts such engagement. Second Party shall perform its services in accordance with the timeline as described in Attachment A or as otherwise specified by CRA.
- b. The Second Party represents and warrants that it shall not take any actions that would harm the interests, or reputation of First Party or its affiliates or that would violate any applicable laws or regulations.
- c. The programs produced by the Second Party shall be available for use by other interested parties and there will be no copyright on the programs.
- d. First Party to provide the relevant content from UNICEF to the Second Party.
- e. The Second Party would provide all information in the Google Form as Attachment B.
- e. The agreement is valid for the project period of till 31<sup>st</sup> Oct 2020.

**2. Term and Termination**

- a. This MOU shall begin on 01<sup>st</sup> June 2020 and end upon completion of Second Party’s services on 31 Oct 2020 and approval and acceptance by First Party of all deliverables, unless otherwise terminated or extended, in accordance with the terms of this MOU.
- b. Notwithstanding anything to the contrary, the engagement of the Second Party shall be at the sole discretion of First Party, and First Party may terminate engagement of the Second Party at any time upon notice, either “for cause” or “without cause.” For termination other than “for cause” as determined by First Party in its sole discretion, the First Party will give Second Party 15 days’ notice of termination (otherwise a notice period is not required). The Second Party may choose to terminate this Agreement by giving the First Party two weeks’ notice of termination. In the event of termination, the Second Party will be entitled to compensation earned prior to the date of termination, computed pro-rata as appropriate, and subject to the First Party right to refund. Other than as just described, the Second Party shall not be entitled to any other compensation upon termination.
- d. The Second Party is engaged by the First Party as independent Second Party and nothing in this Agreement shall be construed to deem the relationship between the Parties to be one of principal and agent, or employer and employee.





- d. As timing of the project is very important, the second party understands and undertakes to complete the first party for all reasonable and consequential losses incurred by it if the project is not completed within the time limit mention in the contract.
- e. In case the second party fails to implement the project, it will be black listed and no radio projects will be given in future by CRA.
- f. Any dispute arising with regard to any aspect of this agreement shall be settled through mutual consultations and agreements by the parties to the Agreements .
- g. All the disputes if any are subject to the jurisdiction of Delhi court.

### 3. Financials:-

In consideration for all services rendered by Second Party under this MOU the first party agrees to pay Second Party the compensation specified below. The first party agrees to reimburse Second Party for any expenses that have been prior approved by First Party in writing. The Second Party shall present the First party with appropriate documentation including receipts. *The program agreement is valid TILL 31<sup>st</sup> Oct 2020.* In case of delays/extension, the same terms and conditions will be continued (with no extra payment and save deliverables).

**The total agreement amount will not exceed Rs.50, 000** (Rupees Fifty Thousand only) subject to deduction of applicable taxes as per statutory requirements.

### 4. Payment Terms

Based on deliverables identified in **Attachment A**, the Second party will receive the following support for implementing the project

#### Contract Period

The agreement will be valid for UPTO 31<sup>st</sup> October 2020. The detailed timelines are provided.



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### Indemnification

Second Party shall defend, indemnify and hold harmless the first party, its officers, directors, affiliates, employees, agents, assigns and representatives from and against any and all claims, actions, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with any breach by Second Party of any of Second Party's representations or agreements or the performance of Second Party's services under this Agreement. This paragraph shall survive any termination of this Agreement.

As timing of the project is very important, the Second Party understands and undertakes to compensate the First Party for all reasonable and consequential losses incurred by it if the project is not completed within the time limit mentioned in the contract.

Please attach copy of latest GOPA, WOL and DAVP (if impaneled)

### 5. Details of Second Party

- I. Name of Organization Dr. BHIMRAO AMBENKAR UNIVERSITY, AGRA.
- II. Organization Address) PALIWAL PARK CAMPUS, Agra. Pin-282004
- III. Phone Nos. 9126875760, 9760232840
- IV. Email 904agsakiwaz@gmail.com, Sanjeevib8@gmail.com
- V. Contact person Dr. SANJEEV KUMAR (Director)
- VI. Status of Organization (Registration) .....
- VII. PAN Card No. AAAGD0475R
- VIII. GST No 09AAAGD0475R2ZY
- IX. 12 A Income tax certificate (to be attached)
- X. Bank Details (Bank Name, Name of Branch, Branch Code, Bank Acct No, IFSC Code, NEFT/ RTG)

Details	Organisation/institutional Details of bank
Bank Name	ALLAHABAD BANK, Dr. BRA. University, Agra.
Bank address	PALIWAL PARK CAMPUS, AGRA. 282004
City	AGRA





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Branch	PALIWAL PARK CAMPUS, AGRA.
Account Holder Name	FINANCE OFFICER Dr. BHIMRAO AMBEDKAR UNIVERSITY, AGRA.
Account No	50439884783
IFSC CODE	ALLA0210129
MICR CODE	282010005

#### 9. Content sharing

All the episodes prepared in the contract shall be shared with other community radio stations or in public domain, by giving due credit to CRA/UNICEF.

#### FINAL PROVISIONS

1. This Agreement shall enter into force on the date it is signed by both Parties. It shall expire on the last day of the Programme unless terminated earlier in accordance of the General Terms and Conditions attached to and incorporated in this Agreement.  
IN WITNESS WHEREOF, the undersigned, duly authorized by the respective Parties, have signed this Agreement.

For Community Radio Association:

*[Signature]*  
Finance Officer  
Dr. Bhimrao Ambedkar University  
AGRA  
For the Implementing Partner:

*[Signature]*

*[Signature]*



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Name: Man Mohan Singh

Name: Ashu Kumar Singh

Title: Secretary General, CRA New Delhi

Title: **Finance Officer**  
**Dr. Bhimrao Ambedkar University**  
**AGRA,**

Signature:-

Signature: 

Date:

Date: 8.7.2020

Email: manmohan\_singh98@yahoo.com

Email: 904agraRiaway@gmail.com

Whatsapp Number: 9315896709

Whatsapp Number: 9760282840

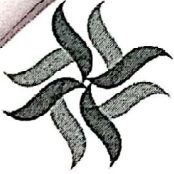


## ATTACHMENT A

The tentative broadcast schedule for Community Radio (name of the radio station) is as under:  
Broadcast start date: 01<sup>st</sup> June 2020

- **Broadcast:**
  - One ready to air episodes COVID-19 Specific and sensitive Risk Communication and Community Engagement (RCCE) through Community Radio Stations (CRS) during COVID19 Outbreak per fortnight. ( Duration 20-25 Minutes Each Episode)
  - Research for program production community meeting by participating stations.
  - Two time repeat per episode.
- **Promotion:**
  - Air On COVID-19 Specific and sensitive Risk Communication and Community Engagement (RCCE) through Community Radio Stations (CRS) during COVID19 Outbreak, promos for upcoming episodes.
  - Display program posters at the station premises and other locations in the community.
- **Reporting**
  - Broadcasting Certificate
  - Photos with community
  - Upload episodes at CRA Website (craindia.in)
  - Upload Case Studies at CRA Website
  - Programme Themes Covered &
  - Reporting Format within 3-days of the fortnight through Email and other means specified by CRA.
  - No. of calls Received & Content of Calls
  - Number of people (gender segregated) reached on COVID-19 through messaging on prevention and access to services.
  - Number of people engaged on COVID-19 through RCCE action calls & adolescent /youth demonstrating improved behaviour change.
  - Media Coverage \





- As per reporting format developed and instructions from time to time by CRA.

- **Financials:-**

- This Agreement is valid for a period of Five months (shall begin on 01<sup>st</sup> June 2020 to 31<sup>st</sup> Oct. 2020.) for Rs 50,000 (Fifty thousand only) and is inclusive of Taxes/GST. Two percent TDS will be deducted on the net amount by Community Radio Association (CRA) while making the payments. Invoices for payment shall be raised in the name of Community Radio Association by the stations for the payments along with reports. Once the reports are approved both by CRA and UNICEF, the payment will be automatically credited to the Radio Station's bank account.
- The accounts details would have to be shared by the second party in the FACE form to be shared by CRA.
- Programme development cost reimbursement to CR stations- production, script writing, music, editing, and voice over, interaction with listeners etc. (10 Episode per station @Rs 5000 per Episode.
- The progress report would also have to be submitted by the second party as per the PDPR (Programme Document Progress Report) format and other formats to be shared by CRA.