**Memorandum of Understanding / Agreement between [INSERT (A) BUSINESS NAME] and [INSERT (B) BUSINESS NAME] under Marketing and Agri-Business Institutions Scheme**

This Memorandum of Understanding is made on this day,

The between [INSERT (A) BUSINESS NAME] herein refers to as the HEAD, having its main office at [INSERT COMPLETE ADDRESS] which definition shall contain authorized and legal representative of the first section as mandated hereto, and the [INSERT (B) BUSINESS NAME], having its head office at [INSERT COMPLETE ADDRESS] (HEREBY SUBSEQUENTLY REFERRED TO AS [INSERT (B) BUSINESS NAME] represented by its legal and authorized representative) of the second section, for the State of [INSERT STATE NAME].

1. The curriculum for which this Memorandum of Understanding is signed, is to acknowledge as “Agribusiness and Marketing Center Scheme" of the government of [INSERT COUNTRY].

B. In as much as the [INSERT (B) BUSINESS NAME] is hopeful of the propositions in implementing the training and property element of the said scheme, with the HEAD, both of the organizations on this Memorandum of Understanding, with the motive of both being bound legally, shall acknowledge and accept the following terms and conditions, as stated in this Memorandum of Understanding.

**Collaboration and Contact Points**

* The HEAD for cooperation on vast policy issues and related matters that is designated to rationalize recent and future operations.
* [INSERT (B) BUSINESS NAME] shall ensure in providing all operational elements. This should include training and supervising propositions as clearly stipulated on the Refresher Training Program component as per the organization’s ground rules and protocols.

**Responsibilities of the [INSERT (B) BUSINESS NAME]**

The [INSERT (B) BUSINESS NAME]shall;

1. Organize any training and individual tasks and duties that are under the Marketing and Agri-Business Centers Scheme as per the organization’s ground rules and protocols. The [INSERT (B) BUSINESS NAME] shall properly organize pre-agreed number of training workshops or programs committed to the HEAD in a certain period of time. General committee meetings for screening shall then be conducted. However, pre-agreed success rate has to be obtained when it comes to receiving further programs in the following year. Monetary matters that are established with bank loans, receive more loads to [INSERT (B) BUSINESS NAME] for continuation of trainings or programs. The success rates for the year [INSERT YEAR(S)] are the following:

|  |  |  |
| --- | --- | --- |
| Sl. No. | Category | Success Rate for 2016-17 |
| 1. | National | [INSERT PERCENTAGE VALUE] |
| 2. | North-Eastern Region | [INSERT PERCENTAGE VALUE |
| 3. | [INSERT CITY] | [INSERT PERCENTAGE VALUE] |

* Agree and double-check the budget provisions that are needed for carrying out the training and handholding activities of the said scheme and shall fund all cost for implementing the said activities and projects, if there are any.

* Not make any financial commitment on behalf of the HEAD, neither shall invest on loans or create any other financial responsibilities that are binding with the organization under this agreement;
* Have all employees as well as other staff describing to this said scheme on its payroll, or will invite external Guest Speakers / faculty on its own, and the HEAD shall have no financial, legal, or any other liability towards them;
* Supersede the course that is being carried out provided by the HEAD, this is also subject for update day after day.

* Administer no such corresponding activity which may be counterproductive to the interests of the said scheme, or the HEAD;
* Always keep up Bio-Metric Attendance Records of the trainees and staff/employees from time to time and share them with the HEAD and comply to the Training Program monitoring ground rules and protocols that are stipulated by the HEAD on a regular or daily basis.

* Follow all the general guidelines of [INSERT AGENCY] scheme and also ratify the total transparency records and information when it comes to the implementation of the said scheme.

a. Provide infrastructural facilities following the minimum order as mandated by the organization.

b. Well-equipped training hall with capacity of [INSERT VALUE] candidates with room accommodation for proper and decent lodging and boarding facilities. This includes separate amenities that are intended for the women.

* Make certain safe and secure environment for trainees, especially women in transportation, lodging, boarding, and during onsite visits.

* Include computers with needed Internet, software and webcam. Webcam will be kept live on a regular basis and more during special trainings or workshop programs.

1. Printers and photocopiers, as mandated.

b. LCD Projector/ TV/VCR/ACR

c. Rooms for conduct of counseling or reporting of activities.

d. Essential furniture such as chairs, tables, lights, etc.

* Transport facilities that will help when organizing study visits to the field or other specified areas/locations. .
* Not accepting any fee or charges from the trainees in any form, except non-refundable Application fee [INSERT VALUE]. Acquiring certain amount of expenditure on all activities as per the financial guidelines of [INSERT AGENCY] & the HEAD.
* Provide free of cost for handholding facilities, advising, and guidance to the trainees for [INSERT YEAR] after the training.
* Register applicants and staff for organizing training programs and other forms of refresher training programs or workshops.
* Shall submit Bank guarantee record for [INSERT MONETARY VALUE] for a period of [INSERT YEAR(S)] or take any other responsibility which the HEAD may further impose in the interest of the scheme.

**2.** **Responsibilities of the HEAD:**

The HEAD shall:

* Develop and provide a vast course outline to the [INSERT (B) BUSINESS].
* Provide a maximum list of all trainees assigned to each Training Centre or legible to ask training Institutes in generating applications.

* Provide additional general ground rules and protocols wherever necessary;
* Provide a round sum grant to the [INSERT (B) BUSINESS] on per trainee basis. The given rate should be fixed by the scheme ground rules and protocols.
* Accountable for the logistics and operational elements of the training process of the said scheme.

* Carry out timely clarifications and other essential statements regarding Policy, Academic Inputs and any other required details to the [INSERT (B) BUSINESS].
* Shall ensure, through proper coordination and discussion, that all the [INSERT (B) BUSINESS] providing quality training and training materials under the said scheme;
* Will make certain that all quantities released under the said scheme to the HEAD by Govt. of [INSERT COUNTRY], shall be contributed to the [INSERT (B) BUSINESS] regularly, and keep track of all the number of trainees attending the programs or trainings at each [INSERT (B) BUSINESS].

**3.** **Force Mandate**

In the event of non-compliance of the contract’s terms and conditions due to any logical comprehensions of force elements namely bombs, riots, wars, strikes, natural calamities, fires, etc., neither the [INSERT (B) BUSINESS] nor the HEAD shall be held accountable for any loss or substantial loss.

**a) Indemnity**

The [INSERT (B) BUSINESS] hereby acknowledges partnership and severally to compensate the HEAD, their representatives, staff, administrators, and properties from and against all action, needs, proceedings, prosecutions, procurements, and the like emerging out of its responsibilities and all charges, taxes, etc.

**b) Liabilities**

The HEAD shall not, however, be liable for:

a. Any payments of claims by trainees or employees of the [INSERT (B) BUSINESS].

b. Removing any monetary affiliations made by [INSERT (B) BUSINESS].

c. Any legal action on account of demands for breach of copyright and other laws by the [INSERT (B) BUSINESS] which have no core with the elements of the Memorandum of Understanding being entered and applied into.

The [INSERT (B) BUSINESS] shall make certain that all its software is under legal ownership. The HEAD shall not hold accountable in any way for any form of responsibilities rising out of use due to pirated software.

**c) Breach of Agreement**

The HEAD shall have the full legal right in terms of terminating the agreement with the [INSERT (B) BUSINESS], in case [INSERT (B) BUSINESS] fails to provide the services that are mentioned in the agreement, or perhaps violates any of the provisions that are also mentioned in this Memorandum of Understanding, takes advantage of the trainees and employees, or misuses the affiliation with the HEAD in either way.

The HEAD has every right to appeal to the Bank guarantee of [INSERT MONETARY VALUE] given by the [INSERT (B) BUSINESS], in case of breach of Agreement.

**d) Amendment to the Agreement**

The obligation of the [INSERT (B) BUSINESS] and the HEAD have been clearly planned in this agreement. Nonetheless, during the operation of the agreement, in case certain circumstances arise which call for amendment or modification of this agreement. These amendment or alteration will be further discussed and acknowledged mutually upon writing. This is for clear and proper consent between two businesses or parties involved.

**e) Period of Validity**

This agreement shall be valid from the date of signing the agreement until [INSERT END DATE], [INSERT YEAR] or such period that either of the two organizations decide to disaffiliate or disengage from the agreement. Either of the two organizations can nullify the agreement with a given preceding notice of [INSERT MONTHS].

**f) Arbitration**

Any further conflict arising with regard to any elements of this agreement shall be settled through mutual discussions and agreements by the organizations to the agreement.

For the [INSERT (B) BUSINESS] For the HEAD

[INSERT JOB POSITION] The HEAD