ANNEXURE – 10.45

MEMORANDUM OF UNDERSTANDING

THIS TRIPARTITE MEMORANDUM OF UNDERSTANDING [MoU] is made at …….. [Place] on the …….……. [Day] of …….. 2009 BETWEEN Local Self Government Department, Government of Kerala/District Panchayat ……./Block Panchayat ……./Grama Panchayat …….. of the FIRST PART and …….. …… Trust/Society established under the Indian Trust Act, 1882/Trust registered under the Societies Registration Act 1860 [Or any other law relating to Societies in the State] having its office at …….. of the SECOND PART and …….. Bank, a Public Sector Bank known as the corresponding new Bank so constituted under the Banking Companies [Acquisition & Transfer of Undertaking] Act, 1970/1980 having its Head Office at …….. of the THIRD PART.

WHEREAS;

(a) The Local Self Government Department, Government of Kerala is mandated to implement Centrally Sponsored Schemes of the Ministry of Rural Development aimed at the growth and development of rural areas with special focus on developing self employment opportunities for the rural youth and the Ministry of Rural Development have decided to set up Rural Self Employment Training Institutes in select Districts of the country and whereas the Local Self Government Department/District/Block/Grama Panchayat have agreed to provide the required land.

(b) …… Bank, a public Sector Bank, has agreed to extend its co-operation in the matter of establishment and functioning of the Rural Self Employment Training Institute through …….

(c) ……. Trust/Society, ……. [state relation with Bank] a non-governmental organization has agreed to conduct training programmes for the rural self employed youth at the training institute in partnership with the State Government and National Institute for Rural Development.

AND WHEREAS the Ministry of Rural Development, Government of India represented by National Institute of Rural Development, Hyderabad and ……..……..

Trust/Society and …….. Bank have entered into a Memorandum of Understanding setting out the roles and responsibilities of the respective parties.

AND WHEREAS the parties to this Agreement are desirous of recording a Memorandum of Understanding setting out the roles and responsibilities of the respective parties in the matter of allotment and use of land for setting up the Rural Self Employment Institute.

NOW, THEREFORE, this MEMORANDUM OF UNDERSTANDING witnesses as follows:-

1.0 An extent of ……. Cents of land in Sy. No. …….. of …… Village of……..Taluk in…… District have been allotted by the Local Self Government Department for establishing the Rural Self Employment Training Institute, as per G.O.…….. dated ……

2.0 The land will be utilized for constructing the building for Rural Self Employment Training Institute.

3.0 The ownership of land will continue to be with the Local Self Government Department/District/Block/Grama Panchayat. The Bank/Trust will be free to develop the land, construct the building, erect machinery and ancillary structures as required for RSETI and make modifications as required from time to time. The land shall be under the full possession and usage of the Bank/Trust as long as RSETI is functioning.

4.0 The Society/Trust shall construct the building in the land utilizing the infrastructure funds provided by the Ministry of Rural Development and shall carry out such land development activities as is required in the land for constructing the building and for developing the premises, subject to observance of the provisions of relevant Acts and Rules in force in the State.

5.0 RSETI will have the authority to conduct the training programmes in the premises. But under no circumstances it shall sub-lease the premises, or use it for purposes other than the ones agreed to through the MoU with Government of India.

6.0 Local Self Government Department/District/Block/Grama Panchayat shall not claim the land permitted to be used for Rural Self Employment Training Institute as long as RSETI is functioning.

7.0 Any dispute arising out of this agreement, which cannot be amicably settled within sixty days through the Local Self Government Department, Government of Kerala

shall be referred to arbitration and conciliation Act, 1996 within the jurisdiction of the State of Kerala.

8.0 In the event of termination of the MoU, the ……. Society/Trust shall be liable to return the land to the Rural Development Department/District/ Block/Grama Panchayat.

9.0 The conditions set forth above can be modified by parties through mutual consent in writing.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS MEMORANDUM OF UNDERSTANDING ON THE DAY HEREIN ABOVE WRITTEN.

Signed and delivered by the Local Self Government Department/District/Block/Grama Panchayat through its authorized signatory,

Shri/Smt ……..……

Designation ……...

Witness:

Signed and delivered by the Society/Trust through its authorized signatory,

Shri/Smt ……..

Address ……..

Witness:

Signed and delivered by the Bank through its authorized signatory

Shri/Smt ……

Address ……

Witness: