

Agreement
On
Support to a Centre for
Consumer Studies

Between

*Ministry of Consumer Affairs,
Food & Public Distribution
Department of Consumer Affairs
and
Indian Institute of Public Administration,
New Delhi.*

Agreement

On

Support to a Centre for Consumer Studies

Between

**MINISTRY OF CONSUMER AFFAIRS,
FOOD & PUBLIC DISTRIBUTION
DEPARTMENT OF CONSUMER AFFAIRS (DCA)**

And

INDIAN INSTITUTE OF PUBLIC ADMINISTRATION (IIPA)

This agreement is made and entered into on this 29th day of June 2007 at New Delhi between the Department of Consumer Affairs (DCA), Ministry of Consumer Affairs Food & Supplies Distribution, Government of India, New Delhi, through its Joint Secretary, which expression shall include his/her successors, assignees, and administrators (hereinafter called the First Party), on the one part and the Indian Institute of Public Administration, New Delhi (IIPA) with its offices located in Indraprastha Estate, Ring Road, New Delhi – 110002 through its Director which expression shall include his/her successors assignees and administrators (hereinafter called Second Party) on the other part.

WHEREAS DCA and IIPA have agreed that IIPA would set-up a Centre for Consumer Studies at IIPA and DCA would provide support to the Centre for a period of five years from the date of this Agreement. The primary objective of the Centre is to act as a "Think Tank" for the Research and Policy related issues on Consumer protection and Consumer Welfare interest.

WHEREAS the first party, vide sanction letter No. 0-110011/68/2005-CWT DATED 30th March, 2007 has approved the proposal of the second party for setting up of the Centre for Consumer Studies for a period of 5 years, commencing 2007-08, to perform the functions as have been stated in the above mentioned sanction letter.

The first party has agreed to sanction a grant of Rs. 850.77 lakhs as financial assistance for 5 years and Rs. 148.97 lakh as expenses of the first years to the second party as cost an managing the affairs of the Centre for the first year of the award. The second party agrees to abide by the terms and conditions given in the sanction letter dated 30th March, 2007. The grant of the Centre for the subsequent years will be released subject to the recommendations of the Monitoring Committee.

NOW THEREFORE in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows.

1. Scope of Agreement

This agreement details the responsibilities and obligations of the first party (DCA) & Second party (IIPA) and terms & conditions pertaining to operation of the Centre.

II. Responsibilities and obligations of Second Party (IIPA)

- (a) IIPA will provide infrastructure, space, office equipment including computers and information related facilities and services, etc. which are already available with IIPA with the assistance provided by the Department of Consumer Affairs for all the activities of the Centre.*
- (b) IIPA will submit to Deptt. Of Consumer Affairs a detailed annual performance cum-activity report of the Centre at the end of each financial year.*
- (c) IIPA, while seeking release of funds/installment of grant, will submit to the Department of Consumer Affairs reasonable evidence of the proper utilization of installments release earlier.*
- (d) IIPA will follow all and comply with all conditions attached to the grant in aid as per GFR.*
- (e) IIPA shall indemnify the DCA against any claim, which may be made under the Workmen's Compensation Act or any statutory modifications thereof or otherwise, in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workmen or other person while in the employment of the IIPA as its contractor/agents.*
- (e) IIPA shall further indemnify the DCA against any damage, cost, expenses and / or claim occasioned by any infringement of patents or intellectual Property Rights occasioned by acts or omissions by or on behalf of IIPA.*
- (f) IIPA will undertake studies and training projects as per the decision arrived at by the Monitoring Committee of DCA and IIPA.*
- (g) IIPA will take measures for ensuring self-sustenance of the project in post grant period, if found suitable.*
- (h) IIPA also agrees to perform any or all of the following functions, as the Monitoring Committee may direct.*

- i. To impart/sponsor training to various institutions.
- ii. To provide necessary expert inputs for formulation of policy/programmes/schemes of the department of Consumer Affairs.
- iii. To identify and disseminate best practices in the field of Consumer protection.
- iv. To publish, in the form of books, monographs, pamphlets to fill up existing knowledge gap and the results of research and evaluation studies conducted by them from the CWT grant.
- v. Sponsor/organize seminars/workshops/conference etc. on consumer related issues at national/regional levels.
- vi. Any other activity relevant to the Centre.

III. Responsibilities and obligation of DCA

- a) The First Party (DCA) will provide annual financial support to the Second Party over a maximum period of five years towards professional services of faculty; staff and implementation of programmes and activities of the center
- b) The first annual payment shall be payable within one month from the date of execution of the agreement and thereafter at the end of every 12 months period.
- c) DCA will be neither responsible nor liable to any liability or claims whatsoever, including employment of contractual manpower by IIPA, if any, arising out of or in the course of the functioning of the Centre at IIPA.

IV. Timelines for Activities Targets

- | | | |
|----|--------------------------------------|---|
| 1. | Infrastructure & staff etc. | Within 3 months |
| 2. | Half yearly Report | By 10 th of the following month |
| 3. | Annual Performance activity | At the end of each financial year |
| 4. | U.C. and Audited Accounts: | On expiry of 12 month from the closure of the financial year. |
| 5. | Research Studies | Two per year |
| 6. | Training Programme | As per decision of Monitoring Committee |
| 7. | Publication of Monographs Books etc. | At least 3-4 Monographs/year |

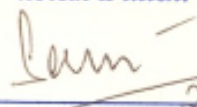
8. This is the sole agreement between DCA and IIPA for the purpose mentioned herein and any other communication made on this subject, contrary to the covenants contained herein shall not be applicable and effective.


VI Duration of the Agreement:

The duration of the agreement will be for a period of five years from the date of signing which can be further extended by mutual written consent.

It is agreed that the DCA reserves the right to cancel the finding of the Centre before the end of five years without assigning any reason. It is also agreed that the DCA would not incur any liability whatsoever if the funding of the center is either terminated before the completion of 5 years or is not renewed after the end of the 5 year period.

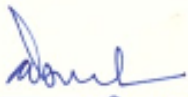
IN WITNESS WHEREOF, the parties have caused their representatives duly authorized for that purpose to execute this agreement on the date and in the year herein written.



29/6/07
JOINT SECRETARY
Department of Consumer Affairs
Signed for and on behalf of the
Department of Consumer Affairs
(First Party)


29/6/07
DIRECTOR
Signed for and on behalf of
the Indian Institute of Public
Administration
(Second Party)

Signed, sealed and delivered in presence of:

Witness:

1. 

(Dr. Naresh Kumar)
Registrar IIPA
2. 

29/6/07