



MEMORANDUM OF UNDERSTANDING

to implement



National eVidhan Application

NeVA: for Digital Legislatures



In {State Name} Legislative Assembly/ Council

**TRIPARTITE MEMORANDUM OF UNDERSTANDING
AMONGST
Ministry of Parliamentary Affairs, Government of India
AND
Government of {STATE NAME}
AND
{State Legislature Name}**

For implementation of National e-Vidhan Application-NeVA (e-Vidhan MMP) to achieve paperless State Legislatures and electronic information services delivery to Legislators and other stakeholders.

This TRIPARTITE MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “**Tripartite MOU**”) is made this on {Date}

**BY
ANDAMONGST**

Ministry of Parliamentary Affairs, **Government of India**, having its Office at Parliament House, New Delhi-110001 which expression shall unless it be repugnant to the subject or context thereof, include its successors and assignees, of the **FIRST PARTY**;

AND

Government of {STATE NAME} which expression shall unless it be repugnant to the subject or context thereof, include its successors and assignees, of the **SECOND PARTY**

AND

{State Legislatures Name} (hereinafter referred to as “**{State Legislature Acronym}**”) which expression shall unless it be repugnant to the subject or context thereof includes its successors and assignees, of the **THIRD PARTY**.

The **Government of India**, the **Government of {States Name}**, and the **{State Legislature Name}** are hereinafter also referred to collectively as the “**Parties**” and individually as the “**Party**”.

Definitions:

“**EffectiveDate**” means the date of signing of the MOU.

Preamble:

The mission of e-Vidhan MMP (**National e-Vidhan Application-NeVA**) is to make all the States/UTs Legislatures paperless/ digitalized legislatures, streamlining all the processes for information exchange with the different State Government Departments and to publish the contents on the public portal as and when it happens. It also aims to assist the Members of the States/UTs Legislatures to use the latest ICT tools for preparing themselves for participation in the legislative debates more effectively.

The **Ministry of Parliamentary Affairs, Government of India, Government of { States Name}** and the **{ State Legislature Name}** have entered into a tripartite MOU in order to digitize and make the functioning of all the State Legislatures paperless.

NOW IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO as follows:

1. Whereas the NeVA Project shall be executed strictly as per the Guidelines for the Project issued by MoPA, GOI including modifications, if any, from time to time and parties to the MOU shall be liable to fulfill responsibilities and obligations assigned to them under extant guidelines.
2. Whereas the funding for the project will be provided by MOPA, Govt. of India in the following manner :
 - i) For North Eastern and Hilly States funding will be in the ratio of 90:10.
 - ii) For Union Territories having Legislatures funding will be 100% by the Centre.
 - iii) For all other States funding will be in the ratio of 60:40.

Notwithstanding anything containing anywhere, share of Central Government shall be capped for all Houses to Rs.423.60 Crores, the sanctioned cost as approved by the competent authority and subject to proper utilization of funds released under the project.

And that the THIRD PARTY to prepare a Detailed Project Report (DPR) and the GAP Analysis Report. The existing functional Inventory of ICT equipment to be utilized suitably to avoid duplication and be made part of GAP Analysis Report.

3. Whereas the Terms and Conditions for Release of Funds (Installments) would be in the following manner:
- (i) 1st installment (upto 20% of the sanctioned project cost) will be released only after the approval of DPR by the NeVA Project Approval & Empowered Committee at Central Level subject to token budgetary provision/ undertaking of State's share.
 - (ii) 2nd installment (upto 40%) will be released after Receipt of Utilization Certificate of 1st installment alongwith expenditure of matching contribution of State Government.
 - (iii) 3rd installment (upto 20%) will be released after the receipt of utilization certificate of 2nd installment alongwith expenditure of matching contribution of State Government.
 - (iv) Fourth and Final installment will be released on Project Completion Certificate and Financial Audit by competent authority.
- OR**
- (v) In case of States who are at advance stage of implementation of the project, one or more instalments specified above will be released simultaneously.
- OR**
- (vi) The States, who bear their own expenses for want of central grant for rolling out the project, the requisite amount restricted to central share will be reimbursed in one instalment.
4. Whereas the state of the art NeVA Seva Kendra (e-Learning cum e-Facilitation Centre) will be established in each State Legislature to provide orientation/training on various modules of NeVA to all the Members of the State Legislatures, officials of the State Legislature Secretariat and Officials of State Government Departments. The NeVA Seva Kendra(NSK) will have all modern computer based teaching aids as well as Video-conferencing facility for remote learning. Audio Video training modules would be developed by MoPA for training on e-Vidhan MMP. Training material will be developed in English, Hindi as well as in Regional Languages.
5. Whereas Hardware/other assets shall be purchased/procured as per specifications and estimation provided following extant rules and procedure for procurement with atleast three years warranty, existing functional hardware/ infrastructure would continue to be put to use. However the assets including Hardware with higher specifications can be procured and additional expenditure, if any, can be adjusted against State share/contribution. But, overall central share to the project for the House would be capped to the sanctioned amount. Further, if a particular vendor provides a warranty of more than three or higher number of years (say 5 years) without any additional cost, then all other things being equal, procurement from such vendors may be preferred.

6. Whereas the deployment of Manpower at each State Legislature will be as per the Para 11 of the Project Guidelines.
7. Whereas the Liabilities and obligations of the Parties would be in the following manner:
 - (i) The NeVA will be supported by MoPA, GOI for a period of 36 months after the date it goes live. All efforts will be made to complete the Project in the defined Time Line. However, GOI share for manpower support would be limited to one-third of the provisions made therefor and remaining two-third to be borne by the States.
 - (ii) After a period of 3 years on completion of project, all Assets and Liabilities shall be deemed to have been transferred to Executing Authority. Thereafter, NeVA will be owned by the Legislature for all purposes including the maintenance, replacement and upgradation of ICT equipment at their own cost.
 - (iii) Government of India shall only bear the cost of the CPMU including NeVA suite maintenance & upgradation, Cloud Hosting Services of NIC and capacity building of users after completion and handing over the Project to the State Legislature.
 - (iv) Excess expenditure if any, due to time and cost overrun or otherwise shall be borne by the State Government. In no case permanent staff will be funded for the project except person deployed for the project.
 - (v) Whereas amendments, if any required in Acts, Rules and regulations for implementation of NeVA (e-Vidhan MMP) in Legislature, will be carried out by the State Governments/ Legislature.
 - (vi) Whereas the SECOND PARTY /THIRD PARTY shall keep the first party informed of the progress made on monthly/quarterly basis or as may be desired by the Central Government.
 - (vii) Whereas the FIRST PARTY neither will be responsible nor liable for any claims or liabilities of any nature whatsoever, including those arising from employment of contractual manpower employed by THIRD PARTY of any status and nature, if any, arises, or arising out of or in the course of employment of any employee.
 - (viii) Whereas the Second/third party agree that first party shall not be liable for any disputes legal or otherwise that may arise out of any action on the part of the second /third party. The loss, if any, to be incurred in such activities to be borne by the second/third party.
 - (ix) Whereas the Second and third party shall ensure that assets acquired out of the grants for the project are suitably maintained and insured as per extant rules if

any and provision of redundancy should be made at the end of Executing Authority.

- (x) SECOND PARTY /THIRD PARTY shall further indemnify the FIRST PARTY against any damage, caused, expenses and/ or claim occasioned by any infringement of Patents or Intellectual Patents or Intellectual Property Rights, arising out of any acts or omissions by or on behalf of SECOND PARTY/ THIRD PARTY.
- (xi) It is agreed that the FIRST PARTY reserves the rights to cancel the project at any time without assigning any reason whatsoever. It is also agreed that the First Party would not incur any liability whatsoever if the project is terminated before completion for the reasons beyond control of the first party.
- (xii) It is agreed that the project would be subjected to a mid-term review and end term evaluation by the FIRST PARTY.

8. Dispute Resolution Mechanism

In case of any dispute, the decision of Secretary, Ministry of Parliamentary Affairs, Government of India shall be final.

IN WITNESS WHEREOF, the representatives of the Parties to this Memorandum of Understanding being duly authorized have signed this Memorandum of Understanding on {DATE}.

Signed for and on behalf of Ministry of Parliamentary Affairs, Government of India	Signed for and on behalf of State Government {State Name}	Signed for and on behalf of State Legislature {State Legislature Name}
Name & Designation	Name & Designation	Name & Designation
(With Stamp)	(With Stamp)	(With Stamp)
Dated:	Dated:	Dated:

WITNESSES

1. _____

Name

Designation

Address

2. _____

Name

Designation

Address

1. _____

Name

Designation

Address

2. _____

Name

Designation

Address