

MEMORANDUM OF UNDERSTANDING

FOR

Monitoring of implementation of intervention under 'Samagra Shiksha' through Social Audit in Government schools of UT, Chandigarh

BETWEEN

THE MAHATMA GANDHI STATE INSTITUTE OF PUBLIC ADMINISTRATION

Govt of Punjab, Institutional Area, Sector 26, Chandigarh-160019

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AND

SCHOOL EDUCATION DEPARTMENT, UT, CHANDIGARH

1st Floor, Additional Deluxe Building, Sector-9, UT Chandigarh, PIN 160009

Website: <https://www.chdeducation.gov.in/>

Tele No.: 0172-2740411 Email ID: dpi-chd@nic.in



This Memorandum of Understanding hereinafter referred to as (the "MoU") is entered into on this 29th day of September 2023 by and between:

1. **Mahatma Gandhi State Institute of Public Administration, (MGSIPA) Punjab**, an autonomous Institute under Department of Personnel, Government of Punjab registered under Society Registration Act, 1860 located at Sector-26, Chandigarh, engaged in imparting quality training in various disciplines to officers and officials of the State Government and its Boards, Corporations, Central Government and other organizations; as well as undertaking research studies including evaluation and consultancy in public administration, public policy and governance.

AND

2. **School Education Department, UT Administration**, which is implementing Samagra Shiksha Scheme in all the government schools of UT Chandigarh. School Education Department, UT, Chandigarh is dedicated to the goal of effective and inclusive School Education herein referred to as "School Education, UT Administration".

3 **The objective of the MoU - SAMAGRA SHIKSHA** a centrally sponsored scheme for School Education, launched in 2018 by Ministry of Education, Government of India. The objective of the MoU is to conduct Social Audit of Samagra Shiksha in which following three schemes are merged:

- Centrally sponsored Schemes of Sarva Shiksha Abhiyan(SSA)
- Rashtriya Madhyamik Shikha Abhiyaan (RMSA)
- Teacher Education (TE)

All the government schools of UT Chandigarh administration are to be covered in the Social Audit Process over a period of 5 years from the date of signing the MoU

4. **The objectives of Social Audit** are as under:

- To ensure that the entitlements of a child as guaranteed under the RTE Act, 2009 and funded through Samagra Shiksha are being provided in the school, in a timely and equitable manner.
- To verify the timely issuance of authorization to spend funds to the School/School Management Committee by appropriate Government under Single Nodal Account of Samagra Shiksha-State Implementation Society.
- To check the Status of infrastructure in the school along with status of works initiated through the funds sanctioned.
- To ensure a feeling of safety in schools for all students specially girls.
- To check the enrolment, retention, and completion of schooling of students in the school.
- To share and verify information placed under school report cards [generated under Unified District Information System for Education Plus (UDISE+)].
- To initiate and sustain an educational dialogue between all grass root level stakeholders
- To develop a participatory approach towards school development through community support.
- To protect rights of Children with special needs (CWSN), students from marginalized/vulnerable sections in school.
- Support the execution of the School Development Plan (SDP) along with the execution of School Safety Plan (SSP).



5. AREAS OF COLLABORATION

- 5.1. WHEREAS, The Parties hereby agree to;
- 5.1.1. Partner in monitoring of implementation of interventions under Samagra Shiksha done through School Education Department, UT Chandigarh.
- 5.1.2. MGSIPA will be Social Audit Unit (SAU) of School Education Department, UT, Chandigarh for Social Audit of Samagra Shiksha Scheme in UT Chandigarh.
- 5.1.3. The expenditure on conducting Social Audit will be met from the Media, Monitoring, Management, Evaluation and Research (MMMER) funds of Samagra Shiksha scheme, upto 0.5% of the State Annual Budget allocation. Funds will be provided to MGSIPA annually, as and when funds are released to School Education Department, UT by the Ministry of Education, Government of India.
- 5.1.4. Social Audit Unit (SAU), MGSIPA will be provided support of the Urban Resource Centre Coordinators of School Education Department, UT, Chandigarh, who will be responsible for data collection and survey. They will help in collecting and collating of Data with the Trainer-cum-Project Coordinator, MGSIPA.

Methodology of Social Audit

- 5.1.5. UT Chandigarh has 112 Government Schools. 20% of 112 schools will be audited every year i.e. 22 Schools per year. In the last year i.e. 5th year 24 schools shall be audited.
- 5.1.6. Master Trainer will be responsible for conducting all activities of the Social Audit of Samagra Shiksha Scheme. Urban Resource Center Coordinator of School Education Department, Chandigarh will assist the Master Trainer in these activities.
- 5.1.7. Urban Resource Centre Coordinators will be provided office space to work on the project. They will be associated for 3-4 months/Project duration in an academic year as required for providing assistance to Master Trainer.



6. AUTHORISED REPRESENTATIVES

Unless otherwise agreed by the parties in writing, any action required or permitted to be undertaken, and any document required or permitted to be executed, under this MoU may be taken or executed by

- (i) Ms. Ravinder Kaur, Dy. State Project Director, School Education Department, UT, Chandigarh. and Dr. Manjit Kaur, Mission Coordinator, Samagra Shiksha, Chandigarh
- (ii) Dr. R.K.Sharma, Senior Consultant, MGSIPA, Chandigarh

7. ARBITRATION

The Parties shall use their best efforts to settle amicably all disputes, differences, and ambiguities if any arising out of the operation of this MoU or its interpretation thereof. If the Parties are unable to reach a settlement within thirty (30) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to invoke arbitration. Any claim, dispute, ambiguity, or difference in respect of which a notice of intention to invoke arbitration has been given in accordance with this Clause shall be referred to arbitration, of a sole arbitrator. The arbitration shall be subject to the Arbitration and Conciliation Act, 1996 as may be amended from time to time. The Sole Arbitrator shall be appointed from amongst the panel of Arbitrators notified by the Government of Punjab who will conduct the Arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended). The seat and venue of arbitration shall be at Chandigarh only. The proceedings shall be undertaken in English. The arbitration award shall be final and binding on the parties."

8. GOVERNING LAW AND JURISDICTION

WHEREAS, it is agreed that any dispute differences, ambiguities arising out of or in connection with this MoU, including any question regarding its existence, validity, or termination, shall be construed in accordance with the Laws of India. The Parties submit to the jurisdiction of the competent courts of Chandigarh only.

9. MODIFICATIONS

This MoU or any part thereof may only be amended or modified by mutual agreement of the parties hereto. All such changes shall be in writing, and signed by the duly authorized representative of the Parties.



10. TERM AND TERMINATION

10.1. WHEREAS, the Parties explicitly agree that this MoU will be valid initially for a period of 5 (five) years from the date written hereinabove. It is agreed that irrespective of a decision to terminate this MoU, the Parties are obliged to complete all the assignments already initiated under this MoU, and with respect to such assignments, the Parties shall continue to be governed by this MoU until all the obligations with respect to such assignments are satisfactorily completed by the concerned Parties as per the specifications of the client.

10.2. This MoU may be terminated by any Party: by giving a 60 (sixty) day's written notice by a Party to other parties conveying its intention to terminate the MoU without the necessity to assign any reason thereof

11. COMMUNICATION

Unless otherwise stated, all communication among the Parties shall be addressed to the following:

A. MGSIPA, Institutional Area, Sector-26, Chandigarh-160019

Dr. R.K.Sharma
Senior Consultant, MGSIPA

B. School Education Department, UT, Chandigarh

Ms. Ravinder Kaur, Dy. State Project Director, School Education
Department, UT, Chandigarh.

and

Dr. Manjit Kaur, Mission Coordinator, Samagra Shiksha, Chandigarh

12. LANGUAGE

The official and binding language of this MoU, as well as the official and binding language among the Parties, will be English.



IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective parties, have signed the MoU

Signed on 29th September, 2023 at Chandigarh

In two originals, in the English language.



(Sh. Amit Dhaka, IAS)

Director
MGSIPA
Director
Mahatma Gandhi State Institute
of Public Admn. Pb. Chandigarh



(Sh. Harshuhinder Pal Singh Brar, PCS)

Director, School Education –cum- State Project
Samagra Shiksha, UT, Chandigarh

Witnesses:



(Sh. Gulshan)

Chief General Manager
MGSIPA



(Ms. Ravinder Kaur)

Dy. State Project Director
School Education Deptt, UT, Chandigarh

