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**NON-FINANCIAL MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN**

**Scheduled Castes and Scheduled Tribes Research & Training Institute,
Bhubaneswar, Odisha**

**AND
Vasundhara**

Memorandum of Understanding (MoU)

This Memorandum of Understanding (herein after called MoU) is entered at Bhubaneswar, Odisha on dt. 3rd October 2023.

BETWEEN

Scheduled Castes and Scheduled Tribes Research & Training Institute, Bhubaneswar, Odisha represented by Sri Indramani Tripathy, IAS, Director SCSTRTI herein after referred to as SPMU, which shall mean and include its successors and permitted assignees, shall be known as the First Party,

And

Vasundhara having its registered Office at Plot No. 1731/C, Dash Mohapatra Complex, Near Maruti Villa Phase – II, PO: KIIT Campus, Bhubaneswar represented by Sri Y. Giri Rao, Executive Director, Vasundhara, which shall mean and include its successors and permitted assignees, shall be known as the Second Party.

(“SCSTRTI i.e., SPMU” and “Vasundhara” are herein after collectively referred to as the “Parties”)

Y. Giri Rao

1. Background

Government of Odisha has launched a new state sector scheme called Mo Jungle Jami Yojana (hereinafter referred to as MJJY) with the aim of making the state a compliant state in respect of implementation of Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 (in short FRA, 2006) with all its dimensions. All the eligible forest dependent families and potential villages under FRA expected to be covered under the new scheme. The scheme envisages full implementation of Individual Forest Rights, Community Forest rights, right to community forest resources, conversion of all forest and unsurveyed villages, habitat rights for PVTGs as well as correction of Record of Rights (RoRs), improved maintenance of database in a web portal.

In this context, Government of Odisha has decided to entrust the responsibility of Programme Management Unit (PMU) to SCSTRTI for smooth implementation of the new scheme, MJJY. This non-financial MoU with the Facilitating NGO (FNGO) partner is being executed to assist PMU in effective implementation of MJJY in the State. The FNGO partner will work in close coordination with State PMU and respective district administrations for effective implementation of MJJY. The list of districts assigned to the FNGO partner is appended in **Annexure 1**.

2. **In this Memorandum of Understanding (MoU), Vasundhara has agreed to provide following support for effective implementation of the MJJY Scheme.**

- a. The second party and its personnel in the districts are expected to provide technical expertise diligently with highest professional standards. The roles stated in this Section of this MoU are to be performed within the timeline that will be agreed upon in State and PMU level meetings from time to time.
- b. The second party is expected to deploy adequate trained human resources to perform the roles stated in this section.
- c. The second party will ensure to engage local NGOs as implementing partners in the districts and communicate such implementation partnerships to SCSTRTI and respective district administration.
- d. The second party will support the Nodal Officers namely PA, ITDAs/ District Welfare Officers (DWOs), Welfare Extension Officers (WEOs) as the case may be, in recruitment and deployment of human resources for Forest Rights Cells at District and Tahsil levels.
- e. The second party will support the Nodal Officers in deployment of field level volunteers namely Community Mobilisers in Gram Panchayats for assisting Gram Sabhas and Forest Rights Committees (FRCs) in filing of FRA claims following the due procedure stated in FRA, 2006 and Rules made there under.
- f. Support the Nodal Officer in Preparation of district and gram panchayat level action plans for "Mo Jungle Jami Yojana" in consultation with district and sub district level administrations and gram panchayats.

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- g. The second party will support in planning, organizing, and executing the awareness programmes on FRA including preparation of IEC materials.
- h. The second party will support the Nodal Officers in planning, organizing, and executing the capacity building programmes at State, District, Sub-district and Tahsil levels for various stakeholders including officials and field functionaries of the government.
- i. Ensure filing of claims by individual claimants and FRCs and approval of all eligible claims by Gram Sabhas concerned following the due procedure stated in FRA, 2006 and Rules made there under.
- j. Assist the Sub Divisional Level Committees (SDLCs) and District Level Committees (DLCs) in approval of all FRA claims and participate in such meetings as may be required.
- k. The second party will support in Preparation of the convergence plans for FRA title holders and support the gram panchayats and district administrations in the implementation of such plans.
- l. Participate in State, District, and Sub-District level review meetings on implementation of "Mo Jungle Jami Yojana", present the progress and challenges, if any.
- m. Develop and disseminate case studies, best practices on implementation of "Mo Jungle Jami Yojana" and assist the PMU in this regard.
- n. Assist the Gram Sabha in constituting the Community Forest Resource Management Committee in all potential villages and aware them about their role and responsibilities.

3. Under this MoU, SCSTRTI and PMU for "Mo Jungle Jami Yojana" shall enable the following for smooth implementation of the scheme.

- a. Communicate the Chairpersons of DLCs and the Nodal Officers on launching of the "Mo Jungle Jami Yojana" scheme and its implementation modalities.
- b. Communicate the Chairpersons of DLCs and the Nodal Officers on engagement of FNGO partners for respective districts.
- c. Provision and place adequate funds with District Level Nodal Officers for implementation of "Mo Jungle Jami Yojana".
- d. Facilitate issuance of enabling government orders, circulars and guidelines for deployment of human resources in FRA Cells, reconstitution of FRCs, engagement of community mobilisers, awareness campaigns on FRA, conduct of training and capacity building programmes, regular meetings of SDLCs and DLCs for approval of FRA claims and other such circulars that may be required from time to time for fulfilment of objective of Mo Jungal Jami Yojana.
- e. Provision, publish disseminate adequate IEC and training materials for FRA campaign in the districts.
- f. Convene and conduct monthly review meetings with nodal officers of the districts and provide appropriate guidance and directions.

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- g. Convene and conduct regular State level and PMU level review meetings with concerned government departments and FNGO partners and provide appropriate guidance and directions for smooth implementation of the scheme.
- h. Enable quick redressal of various field level issues by coordinating with relevant departments and district administrations.
- i. Ensure proper functioning of the web portal on "Mo Jungle Jami Yojana".

4. **Area of Operation:**

Vasundhara is entrusted with the responsibility to facilitate the FRA implementation process in 11 districts namely Sambalpur, Nayagarh, Mayurbhanj, Khurda, Jajpur, Jagatsingpur, Gajapati, Deogarh, Cuttack, Bhadrak & Balasore.

5. **Duration**

The duration of the MoU shall remain in force for the FY-2023-24 and FY 2024-25. This may be extended with the mutual consent of both parties and the requirements of the implementation of "Mo Jungal Jami Yojana".

6. **Expected outcome:**

- Community members and Palli Sabhas developed adequate awareness on FRA, 2006, its key provisions as well responsibilities of the right holders.
- Claims of all the eligible claimants (both individual and community) have been disposed in a time bound manner.
- Record correction has been done for all the titles distributed.
- All the title holders are linked with different schemes and programmes of government.
- Community Forest Resources Management Committee formed in all villages vested with the Community Forest Resources Rights and members of the Committee aware about their role and responsibilities for protection and conservation of forests, forest biodiversity and cultural heritage including section 5 of the Act.

7. **Coordination between the Parties:**

State Level Steering Committee under the Chairpersonship of Commissioner cum Secretary, ST & SC Dev., M & BCW will be constituted to review the progress of implementation of the scheme at State level.

Vasundhara will nominate a nodal person and provide the contact details to SCSTRTI within seven (07) days of signing of MoU.

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8. Administrative and Financial:

The signed MoU will be completely non-financial in nature.

9. Publicity and Visibility:

Vasundhara and SCSTRTI, Govt. of Odisha shall mutually acknowledge the contribution of each other in public communications wherever possible.

10. Disputes and Arbitration:

Any dispute between "Parties" on any matter that has relevance to the smooth and effective functioning of the project shall be settled through mutual discussion and the decision of "Parties".

11. Potential Risks:

There is no major risk other than change in Govt. policies related to the scheme.

12. Intellectual Property:

The data collected as part of the engagement under this MoU will be the property of SCSTRTI and can be shared with third party only after prior written consent of authorized officer of SCSTRTI.

13. Termination:

Either party may terminate the MoU by giving a prior notice of thirty (30) days signed by the authorized signatory. In such an event, all the documents in possession of the FNGO partner are to be handed over to the nodal officer of the concerned district and an acknowledgement obtained thereof.

14. Miscellaneous:

- This MoU is nonexclusive in nature and does not affect either party's ability to enter into agreements or affiliations with other Parties.
- Any Party of its own accord, shall promptly, inform the other Party regarding all modifications of the MoU and of all changes in its management and of any and all circumstances that are likely to preclude or seriously jeopardize the accomplishment of the purpose of this Agreement.
- Any matter not covered specifically in this memorandum of understanding may be settled by mutual discussions and agreement in writing thereupon.
- Any notice required to be given under this agreement shall be served on the party at their respective addresses given below by Email, Speed Post or Registered Post.



IN WITNESS WHEREOFF, the parties hereby execute the Memorandum of Understanding in duplicate and acknowledge they are authorized to execute the same.

**Authorized signatory of Scheduled Castes and
Scheduled Tribes Research & Training Institute,
Bhubaneswar, Odisha**

Indramani Tripathy
Name: Sri Indramani Tripathy, IAS
Designation: Director, SCSTRTI

**DIRECTOR -
SCSTRTI, Bhubaneswar**

Witness

Signature *Santosh Ku Rath*

Name: *Santosh Ku. Rath*

Designation *Deputy Director*

Date: *03-10-2023*

**Authorized signatory of
Vasundhara**

Y. Giri Rao
Name: Sri Y. Giri Rao
Designation: Executive Director
Vasundhara
Secretary-Cum-Executive Director
VASUNDHARA



Y. Giri Rao
Signature *(B)*

Name: *Y. Giri Rao*

Designation: *Director.*

Date: *3/10/2023*