

**Agreement-cum-Memorandum of Understanding (Draft)**

Sevana Past Data Entry of Birth-Death and Marriage  
Tripartite – LSGI-and Kudumbashree /Akshaya /Data entry unit for PDE work and IKM  
See para.8 of Circular No.5078/IBI/09/LSGD dated 26.04.2009

This agreement made and entered into this ----- day of ----- in the year of Two Thousand and ..... between the Corporation /Municipality /Grama Panchayat of ----  
----- (hereinafter called 'the LSGI, which expression shall, unless the context does not admit, include its successors and assigns), represented by the Secretary on the one part, and -----Kudumbashee/Akshya unit/Data entry unit, Register No. ----- having its office at ----- (hereinafter called 'the Data entry UNIT, which expression shall, unless the context does not admit, include its successors and assigns), represented by the ----- on the second part. And Information Kerala Mission (here in after called IKM) represented by on the third part.

The Council of LSGI has approved a Project Proposal for computerising Past Data of Civil Registration (here in after called PDE) for efficient and transparent administration of civil registrations and improving of service delivery by Computerising the civil registration records. It is proposed to entrust data entry and related works to the Data entry unit. .

This agreement is signed between the parties in conformity with Govt. Circular No. 5078/09/IB1dated -26-4-09 which will form as a part of this agreement as Annexure I..

This agreement will be further guided by Govt. orders/guidelines based on it from time to time.

Therefore, it is hereby agreed by and between the parties that the Data entry unit in association with LSGI and IKM will do data entry and related works of PDE as per the mutually agreed terms and conditions.

**Duration of the Agreement**

This agreement is for a period of one year from the date of signing, to be extendable by mutual agreement or until it is terminated as there in provided. Up on expiry or termination of this agreement, the terms shall be valid even after the expiry of the agreement, both LSGI and the Data entry unit shall stand relieved of all other obligations.

**Responsibilities of the Data Entry unit.**

**( Select the applicable clauses only)**

1. The Data entry unit will arrange pre-processing, data entry, verification and preparation of database of civil registration records using software and related instructions provided by IKM, by providing sufficient number of data entry operators for an interrupted work and completion of work as per time schedule fixed in the approved project of LSGI.
2. No. of DEO's to be provided is ..... for completion of work by.....
3. Data entry is arranged in the LSGI office and necessary computer facility and Printing will be provided by the Kudumbashree /Akshaya.
4. Data entry is arranged in the LSGI and necessary computer and infrastructure will be provided by LSGI
5. Data entry is arranged in the LSGI and necessary computer and infrastructure will be provided by Data entry unit.
6. Data entry is arranged in the LSGI and necessary records will be made available by LSGI
7. The Data Entry Operator shall do on screen verification, print out verification and that errors if any identified is rectified in the Database.
8. The final print out of quality checked data along with error report will be given to LSGI – if they give any corrections that shall be incorporated.

**Responsibilities of the LSGI**

1. The LSGI will make available infrastructure/registers etc. for data entry. Will do verification of the printouts to ensure correctness of data captured.
2. Provide co-operation and assistance for uninterrupted work.

3. Payment will be made on successful porting of data as per the rate fixed in annexure I.
4. The LSGI shall convene the meeting of the Monitoring Committee at regular intervals and also in the event of any dispute arising between the parties.
5. The print out shall be verified for its correctness with the records and certified for online operation.

### **Responsibilities of IKM**

1. Provide software, training, technical support, quality check and porting of data.
2. Other guidelines issued by Government or Chief Registrar of Deaths and Births from time to time..

### **Time Schedule for Implementation**

The time schedule for implementation shall be .....

### **Monitoring**

- A Committee as per annexure I will monitor the progress.

### **Intellectual Property Rights**

The Intellectual Property Right of all the software applications developed and deployed by Information Kerala Mission for the digitisation of legally data regarding civil registrations will be vested with IKM and LSGD, Govt. of Kerala only. Any modification viewed as breach of contract and against the IPR.

### **Arbitration**

1. Any dispute arising out implementation shall be resolved by the monitoring Committee constituted for the purpose.
2. If the committee's decision as above is not acceptable to any of the aggrieved parties, the Deputy Director of Panchayat/Regional Joint Director Urban Affairs Local Self Government Department shall be the Appellate authority and his decision shall be final and binding on the parties to the dispute.

### **Termination of Agreement**

The termination of the agreement in the normal course shall be by mutual agreement. Any dispute arising between the parties of the agreement shall be resolved and settled finally as per the above Arbitration clause.

However if the functioning of data entry unit is found to be unsatisfactory the LSGI reserves the right to terminate the agreement at any time by giving a notice of termination.

**Force Majeure**

Neither the data entry unit nor the LSGI shall be considered defaulting in performance of their obligation according to the mutual agreement, if such performance is prevented or delayed for any cause beyond the control of the party affected, such as war, natural calamities, hostilities, revolution, riots fire, explosion, flood, earthquake or because of any law or other proclamations, regulations, or ordinance of any Government or sub-division thereof, or any other cause beyond the control of the concerned parties, which could not have been foreseen or avoided by the exercise of due diligence; provided notice of any such case with necessary evidence is given within a period of 14 day period, or if it is not possible within the shortest possible period without delay. As soon as the cause of *force majeure* has been removed, the party whose liability to perform its obligation has been affected shall notify the other party, the actual delay that might have occurred in such affected activity.

Signed for and on behalf of the obliged in the presence of witness with name and address.

For the LSGI

(Signature)

Name & Designation

(Office seal)

Witness 1

Witness 2

For the Data entry unit

(Signature)

Name Designation

(Office seal)

Witness 1

Witness 2

For IKM

(Signature)

Name Designation