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Gender Dimensions of Trade Facilitation Agreement: Evidence from Bangladesh, Bhutan, India and Nepal

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING (MoU) made this Februry 10, 2020, between the Consumer Unity & Trust Society registered under Rajasthan Societies Registration Act 1958 (vide no. 99/84-85 dated 11.06.1984), D-217 Bhaskar Marg, Bani Park, Jaipur 302 016, Rajasthan, India (hereinafter referred to as CUTS International) as the First Party and Dr. Kaushalendra Pratap Singh, with address located at Department of Social Work Rajiv Gnadhi University Rono Hills, Doimukh 791112, Arunachal Pradesh, India (hereinafter referred to as KPS) as the Second Party,

WHEREAS a project entitled, "Gender Dimensions of Trade Facilitation Agreement: Evidence from Bangladesh, Bhutan, India and Nepal" (hereinafter referred to as the GDTFA Project), has been awarded to CUTS International by the Department for International Development (DFID), The British Government, UK. The main goal is to collect evidence from women led/managed/owned Micro, Small and Medium Enterprises (MSMEs) to study the gender dimensions of trade facilitation agreement among Bangladesh, Bhutan, India and Nepal.

WHEREAS CUTS International has discussed with KPS to undertake activities to be executed during the period of the GDTFA Project, from November 2019 to March, 2020, as mentioned in the enclosed Terms of Reference (ToR), which is an integral part of this MoU and annexed as Annexure-1,

WHEREAS KPS is ready and willing to accept to undertake activities under the GDTFA Project, as outlined as per the enclosed ToR as in Annexure-1,

NOW, THEREFORE, the two parties hereto agree as follows:

1. Scope of Work: The Scope of work to be performed by KPS under the GDTFA Project is as per the details in the ToR attached with this MoU as Annexure-1. Timely delivery of quality outputs and activities under the GDTFA Project is expected from KPS as per the enclosed ToR as Annexure-1 of this MoU.

2. Duration: This MoU shall enter into force on 10/02/2020 and shall remain in force till 25/03/2020

3. Consideration and Payments

3.1 A total consideration (all inclusive) of INR 1,00,000/- (One Lakh Indian Rupees Only) would be paid by CUTS International to KPS for its engagement for the entire duration of the GDTFA Project.

3.2 Disbursement Schedule: This amount, INR 1,00,000 (One Lakh Rupees Only) under the GDTFA Project, will be disbursed by CUTS International to KPS as per the following disbursement schedule:

a) First instalment of 'INR 40,000' (Forty Thousand Rupees Only) amount within '10' days of signing of this MoU by the two parties.

b) Second instalment of 'INR 40,000' (Forty Thousand Rupees Only) amount after submission of survey data as mentioned in ToR.

b) ^{as per} Third and final instalment of 'INR 20,000' (Twenty Thousand Rupees Only) amount after completion of all the tasks, work, deliverables and other compliance as mentioned in ToR.

3.4 KPS will submit an invoice to CUTS International separately for the payment as per this MoU under the GDTFA Project with Statement of Expenditure of the previous amount except in the case of first instalment.

3.5 Each invoice to be submitted by KPS for payment under the GDTFA Project should be accompanied by a confirmation letter by CUTS International showing successful completion of a set of activities as under this MoU and as per the enclosed ToR as in Annexure-1 of this MoU.

3.6 CUTS International will make payment within 10 days of receipt of an invoice subject to satisfactory fulfilment of deliverables under the GDTFA Project as under this MoU and as per the enclosed ToR as in Annexure-1 of this MoU.

4. Amendments

4.1 This MoU under the GDTFA Project may be amended in writing as per the wish of either of the Parties and with mutual consent of both the Parties.

5. Force Majeure

5.1 *Force Majeure* (including strikes, lockouts, occupations and other events beyond the reasonable control of either party's reasonable control) measures, which can affect the implementation of the GDTFA Project as under this MoU and as per the enclosed ToR as in Annexure-1 of this MoU, to be taken in the event of *force majeure* shall be agreed between the Parties.

6. Termination

6.1 This MoU under the GDTFA Project may be terminated by CUTS International, if (a) the conduct of KPS impairs the developmental value of the project and/or (b) if the donor modifies or terminates its Agreement with CUTS International under the GDTFA Project. In the event of termination, the financial consideration would be refunded by KPS to CUTS International within a month of the termination mentioned.

6.2 One Party may terminate this MoU under the GDTFA Project and as per the enclosed ToR as in Annexure-1 by giving two months written notice to the other Party.

6.3 Upon receipt of such notice of termination, both Parties shall exert their best efforts to bring the work to an end in a rapid, orderly and economical manner, and shall deliver

to each other any plans or documents completed and/or to be completed as part of the MoU under the GDTFA Project and as per the enclosed ToR as in Annexure-1 of this MoU.

6.4 In the event of termination, KPS shall be entitled to payment from CUTS International for services irrevocably prior to the date of termination.

7. Copyright, etc.

7.1 CUTS International and KPS will have joint copyright on all such material, papers, framework, research output etc. developed under this MoU under the GDTFA Project and as per the enclosed ToR as in Annexure-1 of this MoU, and will be free to use it in whatever manner.

7.2 KPS shall not communicate to any person or other entity external to CUTS International, any unpublished information made known to KPS in the course of performing this function as per the terms and conditions of this MoU under the GDTFA Project and as per the enclosed ToR as in Annexure-1 of this MoU, except upon authorisation by CUTS. However, this shall not apply to such information which is already in the public domain and/or known to any other third party which are shared by CUTS International or any other individual/agency/person in relation to some other transaction, etc., to which KPS has no privy.

8. Independent Contractors

8.1 Neither Party shall for any purpose, be deemed to be an agent of the other Party and the relationship between the Parties shall only be that of as defined in this MoU under the GDTFA Project and as per the enclosed ToR as in Annexure-1 of this MoU. Neither Party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

9. Severability

9.1 If any provision of this MoU under the GDTFA Project and as per the enclosed ToR as in Annexure-1 is, or becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, that provision shall apply with such deletions as may be necessary to make it valid.

10. Waiver

10.1 The waiver by either Party of any breach or failure to enforce any of the terms and conditions of this MoU under the GDTFA Project and as per the enclosed ToR as in Annexure-1 shall not, in any way, affect, limit or waive either Party's rights.

11. Arbitration

11.1 If any dispute arises relating to the implementation and/or interpretation of this MoU under the GDTFA Project and as per the enclosed ToR as in Annexure-1 of this MoU, there shall be mutual consultation between the First Party and the Second Party with a view to secure a successful conduct of the activities as referred to in this MoU under the GDTFA Project and as per the enclosed ToR as in Annexure-1 of this MoU.

11.2 Any claim and/or dispute arising out of and/or in connection with this MoU under the GDTFA Project and as per the enclosed ToR as in Annexure-1 of this MoU and/or any breach thereof, if not settled by direct negotiation, shall be settled by arbitration in accordance with the existing Indian arbitration laws as at present in force. In such an event, the place for arbitration would be Jaipur, India. As far as possible the First Party and the Second Party hereto agree to submit their claims and/or disputes to a sole arbitrator. The First Party and the Second Party here to agree to be bound by any arbitration award rendered as the final adjudication of any dispute.

12. Privileges and Immunities

12.1 Nothing in relation to this MoU under the GDTFA Project and as per the enclosed ToR as in Annexure-1 of this MoU shall be deemed a waiver of any of the privileges and immunities of CUTS International.

IN WITNESS THEREOF, the authorised representatives of the parties hereto have executed this MoU under the GDTFA Project and as per the enclosed ToR as in Annexure-1 of this MoU.

(On behalf of CUTS International)

Name: Veena Vidyadharan

Designation: Centre Head and Fellow, CUTS CITEE, CUTS International

(Witness)

Name:

Designation:



28-2-20
(Date, Month, Year)

Name: Dr. Kaushalendra Pratap Singh

Designation: Head, Department of Social Work,
Rajiv Gandhi University, Arunachal Pradesh

(Witness) Dr. RAVI RANJAN KUCHAR

Name: Assistant Professor, Dept. of Social Work,

Designation: Rajiv Gandhi University, Arunachal Pradesh.

28.02.20
(Date, Month, Year)

Annexure 1 - Terms of Reference (ToR)

Gender Dimensions of Trade Facilitation Agreement: Evidence from Bangladesh, Bhutan, India and Nepal

1. Introduction

1.1 This terms of reference (ToR) is designed for the Indian country partner in Arunachal Pradesh – KPS under the project entitled “Gender Dimensions of Trade Facilitation Agreement: Evidence from Bangladesh, Bhutan, India and Nepal” (hereinafter referred to as GDTFA Project) supported by DFID, UK.

2. Goals and Objectives

2.1 The goal of this project is to provide gender-inclusive evidence to facilitate implementation of the WTO Agreement on Trade Facilitation and the Buenos Aires Declaration on Trade and Women’s Economic Empowerment, which seeks to remove barriers to, and foster, women’s economic empowerment in the BBIN countries

2.2 The specific objectives of this project are given as follows:

- Collecting evidences from women led/managed/owned Micro, Small and Medium Enterprises (MSMEs) to study the gender dimensions of trade facilitation agreement among Bangladesh, Bhutan, India and Nepal;
- Identifying existing barriers (low level of financial & digital inclusion of women and hurdles faced by women traders at selected land ports) that limit women entrepreneurs to access opportunities to engage in economic activities, particularly in trade;
- Conducting gender based analysis of Trade Facilitation Measures (TFMs) under TFA;
- Creating awareness on gender-inclusive trade facilitation among Bangladesh, Bhutan, India and Nepal;
- Suggesting country-specific policy recommendations in favour of women responsive TFA in particular and trade policy in general for enhanced participation of women in trade and trade related activities.

3. Project area

- Arunachal Pradesh (India)

4. Activities

4.1 Activity 1: Questionnaire based survey of 20 women and 10 male entrepreneurs/exporters in above mentioned states.

4.2 Activity 2: This will involve supporting CUTS team in organising workshop in Arunachal Pradesh and connecting with relevant stakeholders such as with key government officials, non-government organizations (NGOs), Community Based Organisations, women traders and entrepreneurs, micro, medium and small-scale industries (MSME), exporters, women groups, academics and local media et cetera.

Outputs: KSP will also support CUTS in organising workshop by connecting to relevant participants such as women entrepreneurs and other stakeholders at a suitable location in Arunachal Pradesh.

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