

MEMORANDUM OF UNDERSTANDING (MOU)

Between

PRAYAGRAJ MELA AUTHORITY, PRAYAGRAJ (PMA)

and

GOVIND BALLABH PANT SOCIAL SCIENCE INSTITUTE, PRAYAGRAJ
(GBPSSI)

This Memorandum of Understanding (hereinafter referred to as the "MOU") for the purpose of evolving a Think Tank on knowledge around Kumbh Mela by it's Study Research and Archiving, is made and entered into by and between:

The Prayagraj Mela Authority, Prayagraj (hereinafter referred to as the "PMA" which expression shall unless repugnant to the context or meaning hereof, mean and include its successors/ assignees) an Authority established under the U.P. Prayagraj Mela Authority, Allahabad Act, 2017 with the object of regulating/ administering activities of the management of Magh/ Kumbh/ Maha Kumbh Mela organized at Prayagraj on regular intervals; of the **ONE PART**;

AND

Govind Ballabh Pant Social Science Institute, Prayagraj (hereinafter referred to as the "GBPSSI" which expression shall unless repugnant to the context or meaning hereof, mean and include its successors/ assignees) a Constituent Institute of the Allahabad (Central) University, under the University of Allahabad Act, 2005 with the object of theoretical and applied research in social and management sciences; of the **SECOND PART**;

WHEREAS, The First Party (PMA) has called upon the Second Party (GBPSSI) to evolve a Think Tank on knowledge around Kumbh Mela by it's Study Research and Archiving.

AND WHEREAS, PMA is desirous of availing GBPSSI expertise to create a **Think Tank on knowledge around Kumbh Mela** and in this regard GBPSSI has represented that they are having the necessary skills and expertise and has agreed to evolve the same.

NOW THEREFORE THIS MOU WITNESSES AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1- SCOPE

a) Background

The Kumbh Mela 2019 at Prayagraj, Uttar Pradesh, India was the largest human gathering of the world and involves the pilgrimage of more than 200 million Pilgrims to the confluence of Ganga, Yamuna, and the mythical Saraswati. Included in the “**Intangible cultural heritage of humanity**” list by UNESCO, Kumbh Mela at Prayagraj, Uttar Pradesh, India was a unique experience that celebrated the faith and devotion of millions of Pilgrims.

The Government of Uttar Pradesh, India had given the vision of “**Divya Kumbh, Bhavya Kumbh**” ensuring that best-in-class solutions and amenities be provided to the Pilgrims and visitors attending the Mela. The Prayagraj Mela Authority, which was the nodal agency for execution of the Kumbh Mela 2019 under the guidance of Government of Uttar Pradesh, India proudly hosted pilgrims and tourists from around the world for Kumbh Mela 2019 which was scheduled from 15 January to 04 March, 2019.

Making the Mela a successful event includes meticulous planning and execution to build the ephemeral Kumbh city. Efforts to provide state of the art infrastructure in terms of permanent infrastructure, sanitation facilities, cultural and tourism infrastructure, movement and parking facilities & security were carried out by various government departments and private agencies. At the same time the city of

Prayagraj underwent a makeover to welcome the millions of Pilgrims from the pan India as well as from all over the world.

b) Profiles of the Parties

(i) Second Party: GBPSSI (Govind Ballabh Pant Social Science Institute, Prayagraj)

Whereas GBPSSI, a Constituent Institute of the Allahabad (Central) University, is a premiere research and development institute in India established in 1980 under joint support of the Indian Council of Social Science Research (ICSSR) and the government of Uttar Pradesh (GoUP). The Institute is unique in its concerns with both theoretical and applied research in social and management sciences, particularly in the fields of socio-economic development, popular culture, public policies and social technologies of modernity.

The main areas of research at the Institute include development planning and policy, environment, health and population, human development, rural development and management, culture, power and change, democracy and institutions.

Interdisciplinary perspectives in social research, development and management are encouraged with a keen commitment to build up a comprehensive and integrated approach to various developmental, educational and cultural aspects of nation building. As part of its diversification and specialization of functions, the Institute under-takes studies and research on various aspects of socio-economic change and management of Indian states.

The Institute has a museum of Ethnography and Socio-economic development: Manav Vikas Sangrahalaya has four galleries on different themes, which aims at preserving and highlighting the folk cultures, local traditions and heritage of our country, particularly of the state of Uttar Pradesh and its neighboring regions. It aims to preserve and document indigenous knowledge systems in various areas and

also their tools, technologies and other modes of production. The Institute has a Ganga River Culture gallery that represents the socio-economic and cultural continuity and change along the entire Ganga River belt through large paintings, photographs, artifacts and models.

The Institute has a faculty of great repute working on important issues of socio-economic development. The mission of the GBPSSI is to create new knowledge in the field of social sciences. The researchers confront the emerging challenges in the continuously changing society with new paradigms and concepts, developing critical approaches to studying social phenomenon, generating new ideas, collecting empirical evidence from the ground level and constructing a dialogical engagement with policy making and social agents. Putting research in the public domain in the form of books and articles is the priority, followed by dialogue with the State and advocacy with civil society. The Institute has a doctoral programme in social sciences and a MBA Rural Development Programme.

GBPSSI has established a Dalit Resource Centre (DRC), which focuses on the creation of a corpus of knowledge related to the emergence and self-assertion of Dalit communities, especially in the contemporary socio-political arena of Uttar Pradesh. The DRC undertakes research work on various issues related to the marginalized and deprived communities. The Centre works on different aspects of politics, culture, development, popular media, dissent and migration of Dalits and marginalized communities.

(ii) First Party: PMA (Prayagraj Mela Authority, Prayagraj)

Whereas PMA has been established with the object of regulating/ administering activities of the management of Magh/ Kumbh/ Maha Kumbh Mela organized at Prayagraj on regular intervals. The broad objectives of PMA are as follows:

- ✓ Development of long term plans for better management and good governance of the Melas.
- ✓ To provide basic facilities and infrastructure in long-term lease.
- ✓ To provide health facilities, civil facilities and pollution-free clean environment in the Mela area.
- ✓ To make Mela area free from diseases, mosquitoes etc.
- ✓ To provide clean drinking water.
- ✓ To provide electricity in the Sangam and Mela areas temporarily or permanently.
- ✓ The permanent police station equipped with modern facilities.
- ✓ Green areas will be developed in the Mela and Sangam area.

2- RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the wish of the aforementioned Parties to this MOU that this document should not and thus shall not establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to the matters related to the very purpose of this MOU as mentioned below:

- a) **GBPSSI** will create and subsequently evolve a **Think Tank on knowledge around Kumbh Mela** by developing a **Kumbh Study Centre** which will work as **resource center and archive** on Kumbh Mela Prayagraj. This archive will be repository of documents, data, reports, scholarly researches etc. related to the Kumbh Mela.
- b) **GBPSSI** will initiate a few small projects (at least one in a year) on the Kumbh Mela Prayagraj. These projects will help to produce adequate database and do scientific documentation on Kumbh Mela and related issues.

- c) **GBPSSI** will also document other Kumbh Melas as a case study to understand the nuances of this cultural site over other geographical spaces.
- d) **GBPSSI** will launch a fellowship named “**Prayagraj Kumbh Fellowship**”. This fellowship will be given to the eminent scholar through rigorous process of identification and screening of eminent social scientists, researchers, administrators, cultural activists who may write research papers and publish in internationally reputed journals. It will help to disseminate knowledge and experience about Kumbh Mela Prayagraj throughout the world. This research work may be based on archival material/ethnographic work.
- e) **GBPSSI** will organize seminars, conferences, workshops and brainstorming sessions time to time related with Kumbh Mela Prayagraj and publishes those insights and discussions. These insights emerging from these workshops will help policy makers and administrators to organize Kumbh and forge intimate relationship between the pilgrims and the state.
- f) **PMA** will provide **funds** for fellowships, small projects, field/ archive visits and workshops as mentioned in table given below, however the **GBPSSI** shall have the right to reallocate budget heads appropriately within the sanctioned amount.

Heads	Details	Funds (in INR)
Small Projects	6 Projects (@Rs.1,00,000/- per year)	6,00,000.00
Fellowships	12 Fellows (@Rs.50,000/- two fellows per year)	6,00,000.00
Workshops/Seminars	6 Workshops/ Seminars (@Rs.1,00,000/- per workshop per year)	6,00,000.00

Field/archive Visit	For documentation of Kumbh sites and archives (@Rs.1,00,000/- per year)	6,00,000.00
Contingency		1,00,000.00
Total		25,00,000.00

- g) GBPSSI will provide **infrastructure and faculty** for evolving the **Think Tank** as well as for developing the **Kumbh Study Centre**.

3- TERM OF MOU

The term of this MOU shall be effective from the date last signed and executed by the duly authorized signatories of the Parties and shall remain in full force for about 6 years **up to next MahaKumbh2025**.

This MOU shall be terminated by either party on an advance notice of one month.

Notwithstanding all the mentioned clauses, PMA may at any time bring any issue relating to the non-performance by GBPSSI or if any other term of this MOU is breached, to the notice of GBPSSI, who will immediately take corrective action. In the event of satisfactory corrective measures not being carried out by GBPSSI, PMA will have the right to terminate this MOU. While terminating this MOU, it is agreed that GBPSSI will be entitled for payments for carrying out works done and other associated costs made up to the day of cancellation of the MOU.

4- AMENDMENT OR CANCELLATION OF MOU

This MOU may be amended or modified at any time in writing by mutual consent of both parties.

In addition, this MOU may be cancelled by either party with one month advance written notice, with the exception where cause for

cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

5- ARBITRATION/MEDIATION/ DISPUTE RESOLUTION

This MOU shall be governed by, and construed in accordance with, the laws of India, as amended from time to time.

- a) **Amicable Settlement-** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the MOU and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this MOU or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with the MOU, including the validity thereof, the Parties hereto shall endeavor to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

- b) **Arbitration-** In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Allahabad, India. The language of arbitration shall be English.

The MOU and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

- c) **Jurisdiction-** In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole

arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.

The venue of arbitration shall be in Prayagraj, Uttar Pradesh.

The language of arbitration proceedings shall be English.

Any dispute arising in relation to this MOU shall be subjected to Jurisdiction of Courts at Prayagraj, Uttar Pradesh.

- d) **Severability-** If any provision of this MOU shall be deemed to be severable or invalid, illegal or unenforceable, it shall not affect the remainder of this MOU. The invalid provision, term, condition, phrase or portion shall be amended lawfully having a proximate purposeful and economic effect.

6- GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this MOU in accordance with the provisions of the law and regulations that govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this MOU.

If at any time either party is unable to perform their duties or responsibilities under this MOU consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

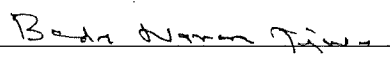
The herein contained MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license, or other agreement entered into

between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this MOU whether written or oral.

7- AUTHORIZATION AND EXECUTION

The signing of this MOU does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

IN WITNESS THEREOF the Parties have signed on the day and date mentioned herein below;

Signed and sealed for and on behalf of PMA (First Party)  Authorized Signatory (विजय किरण अनन्द) मेलनिका, कुम्भ मेला, प्रयागराज	Signed and sealed for and on behalf of GBPSSI (Second Party)  Authorized Signatory Director, G. B. Pant Social Science Institute A Constituent Institute of University of Allahabad Allahabad
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