

## MEMORANDUM OF UNDERSTANDING

This MOU is made and executed at Puducherry on the 12<sup>th</sup> day of July 2018.

By and Between

The President of India represented by the Development Commissioner-cum-Secretary to Government (Education), Government of Puducherry, having his Office at Chief Secretariat, Puducherry, hereinafter called as "First Party" ( which expression shall unless repugnant to the context thereof mean and include its executors, successor in office, assigns and beneficiaries)

and

The Akshaya Patra Foundation, a trust registered under Indian Trust Act, 1882 and having its registered office at H. K. Hill, Chord Road, Rajaji Nagar, Bangalore through Shri. Chanchalapati Dasa, ( Vice Chairman and Trustee ) Authorized Representative / duly constituted hereinafter called the "Second Party" (which expression shall unless repugnant to the context thereof, mean and include its executors, successor in office, assigns and beneficiaries)

Hereinafter, the Government of Puducherry and the Akshaya Patra Foundation are individually referred to as a "Party" and collectively referred to as the "Parties".

Now, it is hereby agreed by and between the parties as follows for the consideration hereinafter mentioned:-

- (1) WHEREAS, the First Party is desirous of serving cooked Mid Day Meal to the school children in the Government and Government Aided Pre-Primary, Primary, Upper Primary, High School and Higher Secondary Schools (list of schools enclosed at Schedule – I) covered under the Mid Day Meal in Puducherry region.
- (2) AND WHEREAS, the Second Party is desirous and agreed for providing and serving hot cooked Mid Day Meal to the children in the Government and Government Aided Pre-Primary (LKG and UKG), Primary (I-V), Upper Primary (VI-VIII), High School (IX-X), Higher Secondary (XI-XII) schools covered under the Mid Day Meal Scheme in Puducherry region .
- (3) **Tenure/Duration**
  - (3.1) The MOU shall be effective from the date of commencement of feeding operation till a period of five years.
  - (3.2) The period shall be extended further, on yearly basis by mutual consent and on the basis of satisfactory performance certified by the Directorate of School Education, Government of Puducherry.
- (4) The meals shall be supplied to the Pre-Primary, Primary, Upper Primary, High School and Higher Secondary Schools of Puducherry region during recess/lunch time of school on all school working days, *subject to provisions of clause (5) of this MOU.*



(5) **Food Temperature and Time Norm**

- (5.1) The Second Party shall deliver the cooked meal at schools, in such a manner, that the time between the completion of cooking process and delivery (including packing and despatch) to the schools shall always be less than four hours and the temperature of food at the time of serving shall be at or above 65°C.
- (5.2) The Second Party shall supply the cooked meal, in food grade insulated/stainless steel containers of good quality.
- (5.3) The Second Party shall provide the name, address and telephone number(s) of the person / persons who shall be responsible for supply of hygienic, whole some cooked meal and in case of any negligence in the supply of the cooked meal, the Second Party shall be accountable and liable for action under the law, apart from the proportionate deductions in the corresponding bill amounts.

(6) **Food and Nutrition Norms**

- (6.1) The Second Party, shall supply hot cooked meal, per child, per day, having atleast 450 kilo calories and 12 grams proteins, as per menu prescribed for, per child, per day for children studying in Pre-Primary and Primary, and atleast 700 kilo calories and 20 grams protein to children studying in classes VI-XII, in the schools covered under the Mid Day Meal Scheme of Puducherry region. The details of menu to be supplied are at Schedule - II. In case of any change in the menu by the First Party from time to time, the Second Party shall implement the change in the Menu as desired by the First Party subject to infrastructural constraints. That, the First Party shall also have the right to modify the menu in consultation with the Second Party, subject to the limitation of the cooking infrastructure.

The Second Party shall adhere to the Calories and Protein norms, for the per meal cooked food, in accordance with the menu finalized by the First Party, and to ensure adequate supply of hot cooked food, as per the norms.

- (6.2) If the supply is not fit for consumption, the bill of such supply claimed by the Second Party shall be deducted proportionately and the testing fee, if any, shall be borne by the Second Party, for testing of the sample.
- (6.3) If the quality of the product is found sub-standard, other than explained above, as in para 6.2, the school shall have the right to refuse to take the supply and the school shall have the right to return the whole or part of the cooked meal supplied to school, as the occasion may warrant. No claim for such supply from the Second Party shall be entertained.
- (i) The supply order shall be placed by the head of the schools. The number of children for whom cooked meal is required for the next day, shall be obtained by the Second Party, from the Head Teacher / In-charge of the concerned school. Every effort shall be made by both the Head of the concerned school and Second Party, that the cooked meal received / served, is in accordance with the attendance of the day. The transportation of food from manufacturing unit/establishment upto the concerned

CPI

W