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# Memorandum of Understanding Between

Musishy of Housing & Urban Affairs Govt. of India

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Guru Ramdas School of Planning,
Guru Nanak Dev University, Amritsar
designated as
AMRUT funded Centre of Urban Planning for Capacity
Building

For

AMRUT funded Centre of Urban Planning for Capacity
Building

Date: 20th September, 2024

## Paragraph 1: Preamble

This Memorandum of Understanding (Moil) is entered on 30 Sept. 2024 between the Ministry of Housing and Urban Affairs (Hereinafter called "MoHUA") represented by the Director (AMRUT). Ministry of Housing and Urban-Affairs, Government of India.

#### AND

Gunu Ramdos School of Planning, Gunu Nanak Dev University, Amritsar designated as AMRUT Funded Centre of Urban Planning for Capacity Building (Hereinafter called "GRDSP") represented by the Director/Registrar of Guru Nanak Dev University, Amritsar.

The Ministry of Housing and Urban Affairs is the apex authority of the Government of India at the national level, formulating policies & guidelines, providing central assistance, sponsoring and supporting programs, coordinating the activities of various Central Ministries, State Governments, and other nodal authorities, and moniforing programs concerning all issues of housing and urban affairs in the country. Guru Nanak Dev University, Amritsar is a premier institution established in November 24, 1969 by the Government of Punjab. It is an autonomous and public-purpose institution registered as a 'Society/ company/Trust' under State Legislature Act No. 21 of 1969. Ever since its foundation the endeavour of the University make provisions for imparting education and promoting research in the humanities, learned professions, sciences, especially of applied nature and technology. The UGC conferred the University with status of "University with Potential for Excellence" in 2012. The National Assessment and Accreditation Council (NAAC), Bangalore in December 2022 reaccredited the University in 4th cycle with CGPA of 3.85 out of 4-pointscale at "A++" grade highest level, as per accreditation framework of NAAC. The University's research activity is reflected in international university rankings and many awards and honours recognizing the contributions of our academic staff. Whereas Guru Ramdas (GRD) School of Planning has been an institution of national and international standing since its inception in 1972. One of the oldest Planning Schools in the country. The School has been engaged in research and consultancy in the domain of urban and regional planning.

NOW THIS MEMORANDUM WITNESSETH and is hereby agreed to by and between the parties hereto as follows:

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## Paragraph 2: Purpose

This MoU gives an outline of the collaborative arrangements between MoHUA and the Guru Nanak Dev University, Amritaar in achieving the objectives of AMRUT Funded Centre and sets the terms and conditions for designation of the Guru Ramdas School of Planning as 'AMRUT Funded Centre of Urban Planning for Capacity Building'.

## Paragraph 3: Term and Tenuve

Unless terminated sooner pursuant to Paragraph 9 of this MoU, term of the present MoU will be for a period of 2 years (2024-25 & 2025-26) from the date of signing of this MoU. MoU may be extended beyond 2025-26 in case of extension of AMRUT 2.0.

## Paragraph 4: Terms of Reference

- 1. The GRDSP, will set up the 'AMHUT Funded Centre of Urban Planning for Capacity Building' within the Institute and appoint/ engage Head of the Centre and Team leader/ deputy Team Leader. The Head of Centre should have relevant experience in implementation of urban development projects and should be able to build strong linkages with the Government.
- ii. The GRDSP, will include representative of MoHUA in the Board/ Committees, if any, set up for the functioning of the 'AMRUT Funded Centre of Urban Planning for Capacity Building'

# Objective and Functions:

- a. The AMRUT funded Centre of Excellence will aim to become an 'Institute of national repute' in urban planning and capacity building.
- b. To maintain the high standards of leadership in urban planning and capacity building in the country by becoming a catalyst for innovation, knowledge creation, dissemination of best practices, training, capacity building and creating platforms for sustained engagement of academia—industry-government and civil society.
- c. To serve as an interdisciplinary platform in the field of urban planning, urban design, capacity building and allied fields.
- d. To foster partnerships with ULBs, UDAs, State Town and Country Planning Organizations, Central Government Organisations and other relevant agencies.

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- e. To augment capacity building of State / Local authorities and hand hold them in urban planning;
- f. To impart subject specific trainings to Municipal officials/ Town and Country Planning officials;
- g. To partner with Cities on real on-ground projects and on initiatives under urban planning reforms – each Institute shall undertake projects at least 2 projects in 2 different cities catering to the challenges and issues of the Cities every year.
- h. To identify needs and challenges, undertake research and provide solutions with respect to concerns such as storm water drainage, urban floods, unsafe streets, parking, retrofitting of marketplaces, etc.
- To provide research opportunities for various government, non- government and private organisations to create an eco-system of well-informed city decision makers.
- j. To take up evaluation/impact assessment studies of GOI schemes on need basis
- k. To collaborate with 'Centres of Excellence on Urban Planning and Design' for innovative ways in urban planning.
- To improve the documentation of Indian traditional systems of planning and sustainable practices while contextualising international best practices and research to the local context.
- m. To share and document information about best practices undertaken in States with the Ministry and other stakeholders.

# Paragraph 5: Financial Management

- i. The terms for managing the fund are given in the following sub points:
- a. The GRDSP, identified as 'AMRUT Funded Centre of Urban Planning for Capacity Building' will be allocated an amount of Rs. 5 crores per year for the next two years i.e. 2024-25 and 2025-26 to coincide with the AMRUT 2.0 period. Financial assistance may be extended beyond 2025-26 in case of extension of AMRUT 2.0.
- b. Funds may be released w.e.f. FY 2024-25 and budget for the same would be earmarked under A&OE budget head of AMRUT 2.0 for the next two FYs. i.e. 2024-25 & 2025-26.

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#### ii. Fanding pattern and Find milization:

- a. Funds to the tune of Rs. 5 crore will be released yearly in 4 installments of 25% each. An advance of 25% will be released at the start of the first year for mobilizing the activities to be taken up by the Institute. Subsequent fund can be released on submission of UC for the funds released as previous installment, accompanied with a list of activities planned for the year and the progress made.
- The actual implementation of projects & achieving of deliverables may go beyond FY 2025-26.
- c. The Institute shall submit a duly signed and stamped Utilisation Certificate as per Form GFR 12-A of GFR 2017. The UCs should be signed by the Head of Finance/ Chief Finance Officer of the organization.
- d. Institutes will maintain a separate Savings Bank account for the funds released by MoHUA for this scheme.
- e. Funds may be utilized to finance the activities of the Centre for the purpose of conducting research, publication, training, organizing workshops, documentation of best practices, hiring of trainers for specific urban planning projects etc.
- f. The funds will not be utilized on infrastructure development (civil works) by the Institutes. However, funds can be used for strengthening of computer labs, remote sensing labs, etc.
- g. The limit on expenses for salary, travel, rent and other revenue expenditure will be to the extent of Rs. 1 crore in a year.
- h. Under any circumstances, the funds will not be utilized for any other activity not linked to Centres of Urban Planning for Capacity Building or for any other target group other than the one identified under this scheme.
- As far as the training and hand holding is concerned, the institute shall charge an amount from the participants and no such programme should be provided free of charge. A concessional rate may be prescribed.
- j. The expenditure incurred by the Institute under this programme shall be open for inspection by the sanctioning authority/ Comptroller & Auditor General of India/ Internal Audit by the Chief Controller of Accounts of the Ministry of Housing and Urban Affairs.
- k. The Institute will comply with the provisions of GFR, 2017 related to Grants in Aid.

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I. The Institutes shall follow transparent procedure as per GFR for hiring of professionals/manpower, procurements, etc.

#### Paragraph 6: Accountability and Audit

The GRSP, GNDU, Amritsar will establish a system of accountability to report on the fund utilization by the Institute in each financial year. The Board of Governors of institute shall ensure that the fund utilization should be done in accordance to the purpose for which it is established. Account of the grant should be audited immediately after end of the financial year in accordance with the rules applicable to the Institutes. A separate audit report regarding the utilization and the status of funds shall be submitted to the Ministry at the end of each financial year. Auditing of funds would also be done by MoHUA.

## Paragraph 7: Ownership of physical and intellectual assets created

The ownership of physical and intellectual assets created or acquired shall vest in the MoHUA and the Institutes shall not treat such assets as their own assets in their book of accounts but should disclose their holding and using such assets in the Notes to accounts specifically.

## Paragraph 8: Monitoring mechanism

AMRUT Funded Centre of Urban Planning for Capacity Building will work within the academic rules and regulations stipulated by the respective Institutes. The activities of the institute will be reviewed by the Internal Monitoring Committee on quarterly basis and by the Central Monitoring Committee on half yearly basis.

- There will be a two level monitoring mechanism viz. Central level and at the Institute level.
- ii. The Central Monitoring Committee constituted by MoHUA will comprise of Additional Secretary (AS)/ Joint Secretary (JS), MoHUA, JS DOE, JS DoHE, Chairman, AICTE, Director, NIUA, Director NITI Aayog, Director, MoHU, Experts from the sector and State Town and Country Planning officials and Centre representative.
- iii. Meeting of the Central Monitoring Committee shall be held at least twice in a year. Benchmarks shall be fixed for institute on annual basis and performance will be reviewed half yearly.

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- iv. KPis for the AMRUT Funded Centre of Urban Planning for Capacity Building has been identified which would be monitored by MoHUA. KPIs are placed at Annexure-A
- v. The Institutes shall constitute an internal Monitoring cum Advisory Committee having representatives from Town and Country Planning department/ department of Local Government and State level officials. The committee will review the functioning of the centre, prepare Action Plans for submission to MoHUA and monitor/ review the programmes.

#### Paragraph 9 - De-recognition

Recognition of Institutes as 'AMRUT Funded Centre of Urban Planning for Capacity Building' is subject to fulfillment of conditions for release of the grant.

The sinstitution is liable to be de-recognized as 'AMRUT Funded Centre of Urban Planning for Capacity Building' any time, by the Central Monitoring Committee, if it is found not fulfilling the objectives of the scheme or performance below standards or found indulged in misappropriation of funds / diversion of funds or for any other reason deemed fit by the Central Monitoring Committee. The Institute shall be given due apportunity before any such derecognition.

• The institute will be liable to return grant to the Government of India in case of its derecognition, after adjusting the expenditure on admissible activities as per the objectives and functions of the Institute as per audited Statement.

# Paragraph 10: Activities of the Centre

Apart from the functions set out in Paragraph 4 of this MoU, the Centre of Urban Planning for Capacity Building set up by the GNDU, Amritsar will undertake the following specific activities:

- a. Undertake at least 2 projects in 2 different cities/ year with clear deliverables (For E.g.: studying access to public transit & rating it, planning for public spaces in slums, parks/ playgrounds for women & children, etc.)
- b. Annual training calendar of ULB officials with curriculum

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- c. Carry out at least 1 capacity building program (govt. officials of all levels) within the first 3 months
- d. Identify subject-specific training programmes, area of expertise for capacity building programmes and details relating to capacity building programmes it will carry out.
- e. Undertake drafting of advisories/ guidelines/ technical manuals/ toolkits, etc. with MoHUA
- f. Plan for carrying out study & research activities with identification of subjects (by self/ MoHUA/ State/ City)
- g. Select at least one State and undertake one project for urban planning which is major challenge of that state in first year.
- h. Handhold State/ city planning authority identify 2 to 3 areas of engagement in consensus with State planning officials & sharing of research activities with them
- i. Training calendar of SHGs/ communities regarding Urban Planning/ Design & its benefits
- j. Plan for periodic presentation on research & findings with States & MoHUA officials
- k. Impact study of various Government of India Scheme/ Programmes
- Any other objective decided upon by MoHUA in large public interest

# Paragraph 11: Role of MoHUA

MoHUA shall provide all necessary support to the GRDSP, in the functioning of AMRUT Funded Centre of Urban Planning for Capacity Building.

MoHUA shall nominate its representatives to the Boards/ Committees constituted by the GRDSP, for functioning of the AMRUT Funded Centre of Urban Planning for Capacity The same of the sa Building.

## Paragraph 12: General provisions

MoHUA and GNDU, Amritsar will be individually referred to as "Party" and collectively as "Parties".

## 12.1 Force majeure

- If at any time during the continuance of this MoU, the performance in whole or in part by any of the parties to any of the objectives under this MoU is prevented or delayed because of governmental decision, war, hostilities, the act of a public enemy, civil commotion, epidemics, quarantine restrictions, strike, lockout or other events beyond the reasonable control of the party concerned (hereinafter referred to as "the Eventuality"), then notice of such eventuality shall be given by the affected party to the other party within 15 days from the date of occurrence thereof.
- In the event of any of the parties are unable to meet any of its obligations under this MoU, because of an eventuality, such obligations shall be suspended for as long as the inability continues or any date mutually agreed between the parties. This MoU may be terminated by any of the parties by providing one (1) month's written notice if the inability to undertake activities under this MoU continues even after the expiry of 90 days since the commencement of eventuality.

## 12.2 Confidentiality

Each party shall preserve, keep strictly confidential and shall not disclose to any person any confidential information, except to the extent that such disclosure is necessary in connection with the performance of the terms and conditions of this MoU or, to the extent required by applicable laws or court or administrative order.

#### 12.3 Amendments & Modifications

Any of the parties may request in writing for a revision, amendment, or modification of all or any part of this MoU. Any revision, amendment, or modification agreed upon mutually between the parties shall be in writing and shall come into force on such date as determined by the parties and shall form part of this MoU.

#### 12.4 Dispute resolution

In the event of any dispute relating to this MoU or in connection therewith or relating to any of the rights, duties, obligations, or the performance thereof, arising between the parties, both parties shall use their best efforts to settle their dispute amicably.

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Either party shall meet in person to discuss and attempt to amicably resolve the dispute. The parties shall meet no later than 10 (ten) days from the origin of such a dispute in writing.

In case disputes cannot be resolved amicably, within 30 (thirty) days of the origin of such a dispute, such a dispute between the parties shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996.

In case of pending resolution of any dispute, both parties shall continue to diligently proceed towards the performance of this MoU.

The courts at Amritsar will have jurisdiction to entertain and try the matter.

#### 12.5 Notices and Communication

All notices and other communications required or permitted under this MoU shall be in writing. They can be delivered through e-mails or nationally recognised couriers at the convenience of the parties.

In witness whereof, the parties hereto have signed this MoU on the 23 day of September month and 2024 year.

#### **PARTIES**

For and on behalf of GNDU, Amritsar

For and on behalf of MoHUA, Gol

Signature.

Registrar

Guru Nanal. Dev University

Amritsar.

Registrar,

Guru Nanak Dev University,

Amritsar

Office Seal with date

Signature:.

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- विदेशक / Director आयातम और शहरी कार्य अंत्राहरू

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## Key Performance Indicators 2024-25

# AMRUT Funded Centre of Urban Planning for Capacity Building General Instructions:

- a. The indicators, reporting frequency and weightage are subject to change each year/ during a financial year given the growth and demand for centre
- b. The progress review of Centre to be conducted on a quarterly basis
- c. The evaluation based on KPIs to be conducted annually
- d. The initial review will be based on the work plan of the centre, along with clearly defined roles and responsibilities of the team
- e. The template of the work plan may be provided by Mol-IUA
- f. The weightage to each KPI and the calculation methodology shall be circulated after signing of MoU

## KPI Number and Name (Weightage Out of 100%):

KPI 1: Number of Cities Selected for Partnership - 5%

KPI 2: Number of Projects Undertaken with cities (Short Term) – 10% KPI 3: Number of Projects Undertaken with cities (Long Term) – 15% KPI 4: Number of Research Projects Initiated – 5%

KPI 5: Number of Studies undertaken - 2.5%

KPI 6: Number of Publications in Peer-Reviewed Journals – 2.5%

KPI 7: Number of Institutions Partnered - 10%

KPI 8: Number of Policy Recommendations Provided & Adopted – 5% **KPI 9:** Number of Technology-Driven Solutions adopted by Cities/ States – 5%

KPI 10: Number of Subject-specific Capacity Building Programs Conducted - 10%

KPI 11: Number of Knowledge Sharing Events Organized – 5% KPI 12: Number of Initiatives supported under MoHUA's Urban Planning Reforms – 5%

KPI 13: Number of Technical Manuals/ Guidelines/ Advisory/ Plans/ Toolkits/

Compendiums made to support Central Government's initiatives under Urban Planning – 10%

KPI 14: Number of Dedicated Team Members Deployed to AMRUT Funded Centre of Urban Planning for Capacity Building Related Activities – 10%

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