

# MEMORANDUM OF UNDERSTANDING



**NATIONAL INSTITUTE OF URBAN AFFAIRS  
NEW DELHI**

**AND**



**BIRLA INSTITUTE OF TECHNOLOGY  
MESRA, RANCHI (JHARKHAND)**

**-: UNDER THE ABLE GUIDANCE OF:-**

**PROF. (DR.) INDRANIL MANNA**  
(Hon'ble Vice Chancellor)

\*\*\*\*\*

**-: IN BENIGN PRESENCE OF:-**

**PROF. (DR.) M. CHAKRABORTY**  
PROFESSOR, ARCHITECTURE AND PLANNING  
& DEAN, INFRASTRUCTURE PLANNING

**PROF. (DR.) SUDIP DAS**  
DEAN, ADMISSION & ACADEMIC  
COORDINATION

**SHRI. HITESH VAIDYA**  
DIRECTOR  
NATIONAL INSTITUTE OF URBAN AFFAIRS  
NEW DELHI

**DR. DEBJANI GHOSH**  
ASSOCIATE PROFESSOR  
NATIONAL INSTITUTE OF URBAN AFFAIRS

**DATE: 22<sup>ND</sup> OCTOBER 2021**

A handwritten signature in blue ink, consisting of several overlapping diagonal lines.



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**NATIONAL INSTITUTE OF URBAN AFFAIRS, NEW DELHI**

**AND**

**BIRLA INSTITUTE OF TECHNOLOGY, MESRA, RANCHI, JHARKHAND**

This Memorandum of Understanding (MoU) is entered on the 22<sup>nd</sup> day of October, two thousand and twenty one (2021) between:

**National Institute of Urban Affairs (NIUA)**, Government of India, having its office at First Floor, Core 4B, India Habitat Center, Lodhi Road, New Delhi

AND

**Birla Institute of Technology, Mesra** having its office at Birla Institute of Technology, Mesra, Ranchi - 835215;

NIUA and BIT Mesra shall hereafter be collectively referred to as “the Parties” and individually as “a Party”.

**WHEREAS:**

A. NIUA is delegated with the responsibility of providing advice and encouraging partnerships between key stakeholders and national and international like-minded Think Tanks, as well as educational and policy research institutions. BIT Mesra is an institution that plays the role in academic, research and development support at national level and undertakes project in field of architecture and planning.

The Birla Institute of Technology, Mesra, established in 1955 by the visionary industrialist and philanthropist Mr. B.M. Birla, is an institution of repute in the field of academics and research having 18 departments. The institution has been playing pivotal role in the fields of Urban and Rural Development, Environment, Tourism, Culture and Heritage. Sanctioned by the UGC, AICTE, ITPI, COA and other approval authorities, the institution through its departments has been an integral part of the planning efforts and development aspirations of the region and country as a whole for the past six decades.



This association will enable efficient knowledge sharing and information exchange among the parties to fulfill their role so as to achieve a sustainable and more inclusive development in line with the National Development Agenda and the UN Sustainable Development Goals. This association will help enhance institutional capacity development of BIT Mesra which will enable the institution to play a more active role in contributing to growth of the region and country as a whole.

- B. **NIUA** and **BIT Mesra** have decided that it would be in the furtherance of their respective objectives to collaborate and cooperate with each other and undertake certain activities jointly on the theme *Sustainable and Inclusive Urban Development*;
- C. **NIUA** and **BIT Mesra** agree to undertake joint collaborative activities with clearly defined mandate, objectives and deliverables in compliance with the assignments specified by both parties.

In pursuance of the aforesaid, the Parties hereto wish to record under this Memorandum of Understanding (MoU), the terms of their mutual understanding and their commitment to take forward this partnership in *Sustainable and Inclusive Urban Development* and produce frequent results as per the Terms & Conditions (T&C), set out here under.

**NOW, THEREFORE, the Parties hereto agree to the following:**

#### ARTICLE I

##### Scope of the MoU

1. **NIUA** will link **BIT Mesra** with partners, other think tanks, and academic and research institutions. It will provide **BIT Mesra** necessary information, materials, expertise and guidance in research and development in the *Urban Sector*.
2. **NIUA** will:
  - a) Bring in expertise in the Urban Sector for policy analysis and development, training and capacity building in order to further the institutional capacity of **BIT Mesra**.
  - b) Support research in the Urban Sector to aid policy formulation, monitoring and evaluation by the **NIUA**.



- c) Enable virtual linking or networking of technical resources in the specific thematic area, synthesizing best practices and research updates in the specified theme.
  - d) Further networking with other institution(s) in the respective thematic areas so as to develop a knowledge ecosphere.
  - e) Involve Urban Planning students in training on live projects.
3. The specific activities to be undertaken under this MoU will be decided from time to time on mutual consultation and separate written arrangements depending on the requirements of the activities.
  4. The collaboration would be without any financial commitment though NIUA may separately consider the provisioning of need based assistance for specified activities on a case-to-case basis.

## ARTICLE II

### Mode of Cooperation

5. The possible activities of cooperation for analyzing issues related to Sustainable and Inclusive Urban Development may include:
  - a) Exchange of information and data sharing
  - b) Undertaking coordination of research Projects aligned to the National Development Agenda from a policy research perspective.
  - c) Exchange of visits of suitable personnel for participation in agreed joint activities
  - d) Other forms of cooperation which may be mutually agreed upon falling within the scope of this MoU.
6. **Data Sharing Policy and Publication Rights:** The partner institutions undertake to perform the assignments/ activities under this MoU with highest standards of professional, ethical competence and integrity. Any public dissemination of content of any report, data and information collected during the course of engagement, could be carried out only after seeking prior approval. Besides, the Parties shall observe and maintain confidentiality of data as follows:
  - a) Both parties will not share designated Confidential Information with any other third party or in the public domain without the written consent. However, such information may be disclosed or divulged to those affiliates, officers, employees or consultants who are working on the objectives of the MoU and



have reasonable need to know the information for the purposes of the specific assignment.

- b) The partner Institutions would be permitted to use the data provided by NIUA or collated for the purposes of the specific assignments. However, the findings and/ or recommendations brought out in the reports of Partner Institutions would be deemed to be the views of the Institution and not those of the NIUA or BIT Mesra, unless specific approval of the same is given by both institutions in writing.
- c) Data/information can be shared among partner institutions with prior approval. No Institution/ organization will claim ownership of data/information received from its partners. They will merely be permitted to use the data for making summaries and reports.

**7. Both parties will**

- a) Meet once a quarter to provide guidance on emerging priorities, review progress, outcomes and enable linkages of this initiative across sectors, states and institutions. The meetings may also be held at partner institutions by rotation, so that there is field based cross institution learning.
  - b) Discuss and approve a roadmap for 3 years for the partnership arrangement in the identified themes besides detailed annual action plans (work plans) with parameters that can be monitored.
8. NIUA will oversee the overall implementation of the partnership across themes and regions.

**ARTICLE III**

**Monitoring and Evaluation**

- 9. The Parties shall maintain regular close consultations to monitor and review the progress of activities for each joint project that maybe agreed upon.
- 10. The Parties will share with each other all relevant information and documents, including research, reports and any other information related to the activities, outputs and finally impact of this collaboration.
- 11. The Parties may wherever possible and as appropriate, undertake joint mission with respect to the programme.



**ARTICLE IV**  
**Entry into Force**

12. This MoU shall enter into force upon signature by the authorized representatives of the Parties, being effective from the date of the latest signature and shall remain valid through the period of three years from the date of signing, unless earlier terminated by either Party in accordance with Article V (“Termination”) below.

**ARTICLE V**  
**Termination**

13. This Memorandum of Understanding can be terminated by either party by giving a notice of three months. In such cases, the partnering Institution shall return the prescribed documents, data, other material and/ or unspent grants, if any to NIUA. Likewise, NIUA shall also return the prescribed documents, data, other material and/ or unspent grants, if any provided by the partnering Institutions.

**ARTICLE VI**  
**Duration**

14. This MoU will remain valid after its signature for a period of 3 year(s) i.e. upto 21<sup>st</sup> October 2024.

The Parties may further extend the MoU on mutual written agreement.

**ARTICLE VII**  
**Amendments**

15. This MoU may be modified by written agreement between the Parties hereto. Any relevant matter for which no provision is made in this MoU will be settled by the Parties in keeping with the general objectives of the MoU and in a manner that is conducive to continued good relations.

**ARTICLE VIII**  
**Dispute Settlement**

16. Any dispute arising between the Parties in any way connected with this MoU or in regard to the interpretation of the context hereof shall be resolved through mutual consultations and negotiations between the Parties, failing which, the dispute shall be referred at the option of either party to the arbitration of any arbitrator mutually



agreed upon and in default of such mutual agreement to an arbitrator nominated by the NIUA. The place of arbitration shall be anywhere in India on mutual consent. The Arbitration shall be carried out in accordance to the provisions of Arbitration and Conciliation Act, 1996, as amended from time to time.

#### ARTICLE IX

##### Privileges and Immunities

17. No provision of this MoU will be construed so as to in any way interfere with the independent decision making autonomy of the Parties, with regard to their respective mandate, activities and operations.
18. This MoU in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations and individuals.

#### ARTICLE X

##### Use of the Name, Emblem or Media

19. Neither Party will use the name or emblem of the other Party, or an abbreviation thereof, in connection with its business or otherwise, without the express prior written permission by a duly authorized representative of the Party in each case.
20. Neither Party has the authority, express or implied, to make any public statement on behalf of other Party and all press releases issued in relation to this MoU shall be approved in writing in advance by the Parties before being issued.

#### ARTICLE XI

##### Notices

21. Any notice required to be given by either Party under this Agreement shall be given in writing and shall be deemed given when received by the other Party, to the following addresses below:

For NIUA:

**Hitesh Vaidya**

**Director**

Core 4B, India Habitat Center, Lodhi Road, New Delhi 110003 India.

For BIT Mesra:

**Col. (Retd.) Sukhpal Singh Khetarpal**

**Registrar,**

Mesra, Ranchi – 835215, India.



## ARTICLE XII

### Confidential Nature of Documents

22. Information that is considered proprietary by either Party or that is shared or disclosed to the other, and is designated as confidential, shall be held in confidence by that Party and shall be used for the purpose for which it was disclosed.

## ARTICLE XIII

### Conflict of Interest

23. The Parties hereto warrant that at the time of signing this MoU no conflict of interest exists or is likely to arise in the implementation of its obligations under this MoU.
24. If a conflict of interest arises or appears likely to arise during the duration of this MoU, the parties hereto shall:
- a) Immediately notify each other;
  - b) Make full disclosure of all relevant information relating to the conflict; and
  - c) Take such steps as reasonably required to resolve or otherwise deal with the conflict.

## ARTICLE XIV

### Copyright, Patents and Proprietary Rights

25. Except as is otherwise expressly provided in writing in the MoU, the Parties shall be entitled to their own intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, publications, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of this MoU.
26. To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of either Party: (i) that pre-existed the performance by either Party under this MoU, or (ii) that either Party may develop or acquire, or may have developed or acquired independently of the performance of this MoU, neither Party shall claim any ownership interest thereto, without the express prior written permission of a duly authorized representative of the Party in each case independently of the performance of this MoU, neither Party shall claim any ownership interest thereto, without the express prior written permission of a duly authorized representative of the Party





**ARTICLE XV**  
**Entire Agreement**

Made at Ranchi & New Delhi on this day of 22<sup>nd</sup> of October 2021, in two originals in English language.

IN WITNESS WHERE OF the authorized representatives of the Parties here to have signed this MoU.

(1) Authorized signatory, NIUA

Name: **Hitesh Vaidya**

Designation: **Director**

हितेश वैद्य निदेशक  
Hitesh Vaidya Director  
राष्ट्रीय नगर कार्य संस्थान  
National Institute of Urban Affairs  
1 & 2 तल, कोर 4  
1st & 2nd Floor, Core 4  
भारत पर्यावास  
India Habitat Centre, Loc. Connaught Place, New Delhi, India  
नई दिल्ली - 110001  
New Delhi - 110001

(2) Authorized signatory, BIT Mesra

Name: **Col. (Retd.) Sukhpal Singh Khetarpal**

Designation: **Registrar**

REGISTRAR  
Birla Institute of Technology  
Mesra, Ranchi-835215

22/10/21

Witness 1

(Prof. Manjari Chakraborty)

DoIP, BIT Mesra

Witness 2

(Prof. Sudip Das)

DAAC, BIT Mesra

Witness 3

(Dr. Debjani Ghosh)

Assoc. Prof. NIUA