

MEMORANDUM OF UNDERSTANDING

BETWEEN

Ministry of Urban Development, Government of India (MOUD)
(Represented by the Secretary, Ministry of Urban Development)

AND

The Indian Institute of Technology Delhi (IITD), Hauz Khas, New Delhi
(Represented by its Director)

WHEREAS

Rapid urbanisation and motorisation have fuelled urban mobility demand threatening long term sustainability of urban areas. Recognising the need for a concerted action, the government of India, Ministry of Urban Development (MOUD) announced a National Urban Transport Policy, 2006, which emphasizes the need to prepare and implement mobility plans with focus on movement of people and not vehicles.

WHEREAS

While such policies are put in place, the capacities of institutions to plan, develop, innovate, operate and maintain urban transport systems in the country are very limited. Towards augmenting the institutional capacity it has been decided, among other things, to establish interdisciplinary Centres of Excellence (COEs) in areas of Urban Transport. The capacities of these institutes will be strengthened with MOUD support. It is envisaged that the selected interdisciplinary centres shall become a resource institutions in the country dealing with Urban Transport Planning & Development.

NOW THEREFORE,

The Ministry of Urban Development, Government of India (MOUD) on one hand, and The Indian Institute of Technology Delhi (IITD), Hauz Khas, New Delhi on the other hand, agree as follows:

1. DEFINITIONS

- 1.1. "MOU": Memorandum of Understanding.
- 1.2. "Centre of Excellence (COE)": The establishment that carries out interdisciplinary research and education in compliance with this MOU. In the present case, the Indian Institute of Technology Delhi (IITD).
- 1.3. "MOUD": Ministry of Urban Development, Government of India.
- 1.4. "IITD": Indian Institute of Technology, Delhi.
- 1.5. "Grant": The grant-in-aid awarded to the recipient by the Ministry of Urban Development.
- 1.6. "Parties": MOUD and IITD.

2. MOUD's ENGAGEMENTS

- 2.1. With the signing of this MOU, MOUD confirms its agreement to sanction a grant-in-aid of Rs. 7.85 crore to the IITD towards setting up of and functioning of COE in the area of urban transport and research at IITD.
- 2.2. The payment of the grant would be done as per the following terms: (a) The first instalment of Rs. 1,96,25,000/- (Rupees one crore ninety six lakh and twenty five thousand only) has been disbursed in 2008-09. IITD acknowledges receipt of the same. (b) The 2nd instalment of 25% of the total grant-in-aid and subsequent instalments will be released on submission of specific deliverables as and when conveyed.

2.3. The COE would be aided by the MOUD for a period of 4 years w.e.f. 2008-09.

2.4. MOUD will have annual meeting in the month of February/March under the Chairmanship of Secretary MOUD to review the progress of implementation and also to approve the annual plan for the next year.

2.5. IITD and MOUD agree to respect each other's rights to intellectual property. All project outcomes including study report/papers, research documents/knowhow, discovery or patentable invention from the COE shall become joint proprietary right of MoUD and IITD.

2.6. The above grant is sanctioned subject to the following conditions also:

- (a) Release of grant will be regulated in accordance with the provisions of General Financial Rules 1963, as amended from time to time.
- (b) The utilization of this grant will be subject to such further conditions as the Govt. of India may prescribe from time to time.
- (c) Certain items would not be permissible like purchase of furniture/fixture and building construction.
- (d) The Grant in aid should not exceed twenty five percent of approved administrative expenditure on pay and allowances of the personnel of IITD.
- (e) The organization/Institute receiving grant should not divert the grant or entrust execution of the scheme or work concerned to another Institutions/ Organizations and to abide by any other conditions specified in the MOU governing the grant in aid.
- (f) The ownership in the physical and intellectual assets created or acquired out of this grant in aid shall vest in the Ministry and the recipients should not treat such assets as their own assets in their Books of Accounts but should disclose their holding and using such assets in the Notes to Accounts specifically.

3. IITD's ENGAGEMENTS

3.1. The interdisciplinary COE at IITD undertakes to:

3.1.1. Focus on applied research in the following areas: (a) Public transit planning (b) Design and optimization with special focus on BRT (c) Integration of urban planning, traffic flow, use of ITS, impacts/benefits to environment including non-motorised transport (d) Traffic safety factors in urban areas.

3.1.2. Carry out applied research of an interdisciplinary nature in collaboration with Departments and Centres at IITD, and work with policy makers and professionals in cities.

3.1.3. Strengthen the existing programme at TRIPP, Civil Engineering Department, and other associated departments and centres, upgrade necessary laboratory facilities at TRIPP, Civil Engineering Department, and other associated Department or Centre at IITD.

3.1.4. Establish three faculty Chairs in the areas of (a) Urban transport and traffic planning (b) Urban transport and environment (c) Urban traffic safety (The establishment of these Chairs and appointments will be governed by guidelines included in Appendix A and other existing IITD rules and procedures).

3.1.5. To provide technical assistance to the ministry in its functions in the field of urban transport.

3.1.6. To provide advice to the state and local government agencies in matters related to urban transport.

3.1.7. To develop and offer Education Programmes in the field of Urban Transportation so as to enhance the size of available human resource pool in the country, and

- 3.1.8. To develop and offer short-term training Programmes in the field of Urban Transportation for in-service officials from the government and industry.
- 3.1.9. To organize knowledge management activities through a series of workshops, seminars and other learning activities.
- 3.1.10. To undertake research in the Urban Transport sector with general interest for the sector and MOUD's specific requirements.
- 3.1.11. To publish research papers and monographs both in the paper as well as in the digitized form.
- 3.1.12. Detail out a plan of implementation for the four years of this grant period. Specifics of inputs, outputs, outcomes are to be clearly spelt out. These should be identifiable in measurable form, where ever possible.
- 3.1.13. Submit an Annual Plan of Action (APA) and 'Annual Outcome Report (AOR)' to MOUD at the end of the year.

3.2. Management

- 3.2.1. The COE will work within the academic rules and regulations stipulated by IITD. However the activities of the COE will be reviewed by a Standing Advisory Committee which will meet at least twice a year.
- 3.2.2. The Standing Advisory Committee will have a structure as suggested below:
- (a) Chair: Director of the Institute or his nominee
 - (b) Members to include :

- (i) Representative of Ministry of Urban Development, Government of India.
- (ii) Secretary, Urban Development/Transport Commissioner, Government of NCT of Delhi.
- (iii) Two/three experts.
- (iv) Convener: Head/Coordinator of the COE.

The institute may propose to include eminent people from academia, industry and Government. However the size of the Committee is to be limited to a maximum of 11 members.

3.3. Accounts and Financial Management

3.3.1. The amounts sanctioned will be kept in a separate account and will be subject to audit by the Government of India as per its procedures.

3.3.2. The grant should be utilized for the purpose for which it has been sanctioned and should not be diverted for any other purpose. Any portion of grant which remains unutilized should be refunded to Govt. of India immediately after the duration of the scheme is over as per the prescribed terms and conditions. The decision of the Central Govt. in this regard will be final and binding on the Institute/ organisation.

3.3.3. The Accounts of the grant should be maintained in the prescribed manner. The accounts should be open to check by an officer of the Central Government nominated by MOUD or their representative. They shall also be open to audit by the Comptroller and Auditor General of India at his discretion.

3.3.4. Account of the grant should be audited immediately after the end of the financial year in accordance with the rules applicable to IITD. The utilization certificate (UC) certifying that the grant has been utilized for the purpose for which it was sanctioned along with the audited accounts should be forwarded to MOUD.

4. DURATION, EFFECTIVE DATE, EXPIRATION, TERMINATION OF THE MEMORANDUM OF UNDERSTANDING

4.1. The Centre of Excellence would be aided by MOUD for a period of 4 years w.e.f 2008-09.

4.2. Though the financial assistance would be disbursed by 2011-12, the COE will continue to provide technical assistance and advice to Ministry of Urban Development on a regular basis on similar lines as initial years.

4.3. The MOU will take effect from the date it is signed by the representatives of MOUD and IITD. It will remain valid for the XI Plan period, and may be continued thereafter, after suitable review and agreement.

5. AMENDMENTS AND MODIFICATIONS

5.1. No amendment or modification of this MOU shall be valid unless the same is made in writing by both the parties specifically stating the same to be an amendment of the MOU. The modification/changes shall be come part of the MOU and shall be effective from the date on which they are made unless otherwise agreed to.

6. MISCELLANEOUS

6.1. Nothing contained in this MOU shall be construed as establishing or implying any partnership or joint venture between Parties, and nothing in this MOU shall be construed to constitute either party to be the agent or employee of the other or authorise either party to incur any expenses on behalf of the other or to enter into any engagement on behalf of the other party without obtaining the other party's prior written consent.

6.2. Any controversy or claim arising out of or relating to this MOU, or the breach thereof, shall be jointly resolved by the Director IITD and Secretary MOUD in a spirit of independence, mutual respect, and shared responsibility.

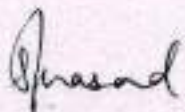
IN WITNESS WHEREOF, the Parties have executed this MOU in four (4) copies.

Place: New Delhi

Date: 21st June, 2010

Signed for and on behalf of

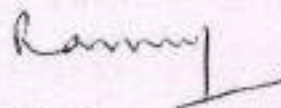
For IITD



(Prof. Surendra Prasad)

Director

For MOUD



(Dr. M. Ramachandran)

Secretary

APPENDIX A: Guidelines for "appointment" of faculty against a Chair

Preamble

The "appointment" of a Chair is limited to (a) honouring a faculty member by conferring upon him/her the title of "Chair Professor", for instance, and (b) making available to him/her a "research grant" of some significant value, and (c) providing to him/her a small honorarium to cover additional effort required to fulfil the charter laid out in the corresponding MoU. The "appointment" of a Chair in the Institute is made against one of the "positions" available in IITD (including "regular" faculty, "visiting" faculty, or "Emeritus" faculty positions). In particular, a person from outside IITD would have to be appointed as a visiting faculty at IITD before he/she is appointed against the Chair.

Guidelines

1. Eligibility: Anyone with a track record of an outstanding teacher or researcher in the rank of Associate Professor or Professor or a person with R & D experience from industry would be eligible to be considered for "appointment" against the Chair. Anyone who is being considered for Chair position would first be appointed against one of the positions available in IITD (including "regular" faculty, "visiting" faculty, or "Emeritus" faculty positions). Further, if the MOU that provides for the establishment of the Chair explicitly identifies a discipline, area or an expertise, then only those who possess the requisite expertise stated in the MOU would be eligible.
2. Designation: The faculty member who has been "appointed against the Chair" will be called "MOUD Chair Associate Professor/ Professor" or

"Visiting MOUD Chair Faculty/Professor", or "MOUD Chair Emeritus Fellow/Professor", for urban transport and environment, or urban traffic safety, whichever is applicable.

3. Association: The faculty member appointed to the Chair will be associated with the Transportation Research and Injury Prevention Programme at the IITD and any other cognate department/centre as per the IITD rules and norms.
4. Research grant: The Chair Grant shall be invested by the IITD according to the Institute's norms. The interest from the invested Chair Grant shall be utilised by IITD to meet the expenses of research and academic activities, including, but not limited to, travel related or professional activities of the Chair and any other expenses allowed by IITD rules. The faculty so appointed as "MOUD Chair" will receive at the beginning of each year a research grant as per rules operating for operation of Chairs at IITD. :(a) The research grant may be used for any academic purpose (including hiring of research students/ staff, undertake domestic or international travel by him/her or his/her students or his/her colleagues, or incur expenses towards specialized training in India or abroad, or procure equipment, supplies and books, or source support services, or invite his/her collaborators for short visits to IIT, etc.), and to draw, at his/her option, an honorarium of Rs. 10,000 per month for the duration that he/she is appointed against the Chair. The faculty so appointed as "MOUD Chair" will operate the research grant in a manner similar to the way he/she currently operates a sponsored research project. The unutilized funds at the end of the tenure of the appointment against the Chair, if any, shall be ploughed back to the endowment fund. "Institute overheads", normally charged from sponsored projects or consulting projects, may not be deducted from the

research grant. (b) Unless otherwise agreed to by the Director, the following guidelines will be used to spend the research grant, less any honorarium drawn by him/her: up to 60% for domestic or international travel, up to 25% for training, up to 100% for research students/ staff, equipment, books and supplies, up to 25% for support services. (c) For each individual Chair the research grant will depend upon the earning that accrues from investing the corresponding corpus of the Chair, or as agreed upon in the MOU that provided for the establishment of the Chair. (d) Salary and benefits: There shall be no change in the salary or in any other benefit, including housing, LTA, medical coverage, pension benefits, increments, leave, etc. In addition to these salary and benefits, and as stated above, the incumbent may, at his/her option, draw an honorarium of Rs. 10,000 per month.

5. The person holding the Chair shall appointed by IITD as per its norms and procedures. A representative nominated by the MOUD shall be a member of the selection committee.
6. Selection procedures: A single Standing Selection Committee consisting of eminent people representing all major disciplines would meet twice in a year and consider the cases of appointment of all Chair Professors in the Institute. Such a provision will also ensure uniformity, to a large extent, to various Chair Professor Positions. The constitution of the Standing Selection Committee would be as under:

- | | |
|--|----------|
| (i) Director, IIT Delhi | Chairman |
| (ii) Three eminent academicians approved | Member |
| By the Chairman, Board of Governors of IIT Delhi | |
| (iii) Deputy Director (Faculty) | Member |

In addition, for each individual Chair, a nominee of the donor would be invited at the time of taking decision regarding the concerned chair. The above-mentioned committee would also be empowered to appoint a "visiting faculty" if the person is considered for appointment against the chair is neither a regular faculty nor an Emeritus fellow:-

The Director may appoint a Search Committee or a Screening Committee. Its constitution will depend upon whether or not the MOU that provided for the establishment of the Chair explicitly identifies a discipline, area or an expertise.

If the MoU requires that the Chair be placed in a given department, centre, Programme or a school then a faculty member may only be considered after the department, centre, Programme or a school where the Chair is to be placed has recommended him. This will also apply in case a person is simultaneously being considered for appointment as a Visiting faculty/Professor and for "appointment" against a Chair.

7. Duration of Chair: The "appointment" against the Chair is nominally made for a period of up to five years, but such that it does not extend beyond his/her term of employment as Associate Prof. or Professor, or Visiting Faculty/Professor or Emeritus Fellow/Professor. However, continuation into the fourth and fifth years will be subject to a review at the end of the third year. Further, an individual may be eligible to be considered for re-appointment, together with other eligible candidates, for a period of up to 5 years (without a break) any number of times.
8. The person holding the Chair shall provide the MOUD with an annual report of the work performed.

9. The person holding the Chair shall also make a presentation of the work performed in public (including international conferences) during the second and fourth year of each five year term.
