



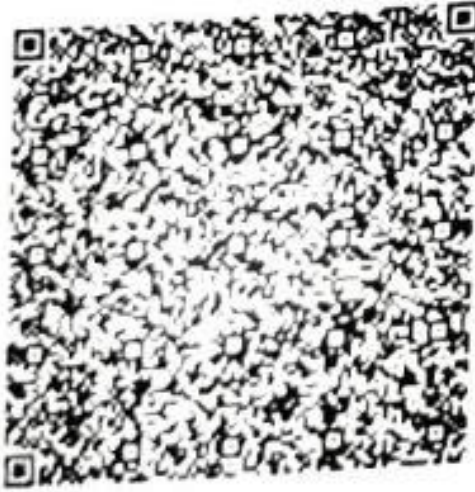
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 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : MINISTRY OF HOUSING AND URBAN AFFAIRS NEW DELHI
 Second Party : NIUA NEW DELHI AND LOCAL SELF GOVT DEPARTMENT GOVT OF RAJASTHAN
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Memorandum of Understanding (MoU)

This Memorandum of Understanding (MoU) is made on this 08th day of June, 2022

Between

Ministry of Housing and Urban Affairs (MoHUA) of Part I
AND

National Institute of Urban Affairs (NIUA) of Part II
AND

Local Self Government Department, Government of Rajasthan of Part III

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Whereas the Ministry of Housing and Urban Affairs (MoHUA), Government of India, (hereinafter referred as MoHUA) seeks to support States and Union Territories in leveraging digital technology and e-governance to address urban challenges and rollout online delivery of municipal services in all their Urban Local Bodies (ULBs) and, has in pursuance of this goal launched the National Urban Digital Mission (NUDM);

And whereas National Institute of Urban Affairs (hereinafter referred as NIUA) has been nominated as the anchor institution for NUDM by MoHUA, wherein the Centre for Digital Governance (CDG) has been set up to operationalize NUDM;

And whereas Local Self Government Department (hereinafter referred as LSGD) acting on behalf of the Government of Rajasthan will leverage NUDM to, inter alia, achieve online delivery of municipal services in all their Urban Local Bodies (ULBs);

Now, therefore, MoHUA, NIUA, and LSGD (hereinafter referred to as “the parties”) do agree upon and enter into this Memorandum of Understanding.

1. Preamble

- A. NUDM aims to build shared digital infrastructure for strengthening the capacity of India's States and Union Territories to leverage digital technology and e-governance to address critical urban challenges and facilitate online delivery of municipal services in all their Urban Local Bodies (ULBs). It endeavours to support them with the creation of appropriate foundational digital building blocks, ready-to-use platforms, standards, specifications, et al.
- B. All platforms under NUDM are built following the stack approach, as outlined in the NUIS Strategy and Approach and the NUIS Digital Blueprint, which means that they are a combination of micro services. Each micro service is a digital building block that offers a specific functionality in a stable and reliable way across a range of contexts in the urban domain. These building blocks can be assembled in various configurations to meet specific needs.
- C. **Urban Platform for Delivery of Online Governance (UPYOG)** is an open-source, shared digital platform to enable the rollout of urban e-Governance services as part of the offerings under NUDM. It will support States/UTs in their efforts to roll out the online delivery of municipal services in all their Urban Local Bodies (ULBs).
- D. UPYOG includes 09 open-source reference modules of municipal e-Governance services *vis.*
- i. Property Tax Assessment and Payment
 - ii. Building Plan Approval
 - iii. Public Grievance Redressal
 - iv. Trade License Issuance and Payment
 - v. No-Objection Certificate (NOC) Issuance
 - vi. Water and Sewerage Connection Management
 - vii. NMAM-Compliant Municipal Accounting and Finance
 - viii. Birth and Death Certificates
 - ix. Miscellaneous Collections
- E. Apart from the UPYOG, platforms *vis.* National Urban Learning Platform (NULP), India Urban Data Exchange (IUDX), and SmartCode are other key offerings of NUDM.

2. Scope of Collaboration under this MoU

- A. MoHUA has nominated NIUA to anchor the implementation of NUDM, including platform *vis.* the Urban Platform for Delivery of Online Governance (UPYOG), to strengthen the capacity of India's States/ UTs in leveraging digital technology and providing e-governance services;
- B. The Centre for Digital Governance (CDG) has been set up within NIUA to operationalize NUDM;

- C. LSGD is the controlling department of all municipalities in Rajasthan for all administrative purposes. It performs the monitoring and co-ordination function at the state level for all the 216 municipal bodies in Rajasthan. LSGD has a directorate which acts as an interface between the Government of Rajasthan and the day-to-day functioning of all these Urban Local Bodies (ULBs). LSGD seeks to leverage digital technology to address urban challenges and roll out online delivery of municipal services in all their Urban Local Bodies (ULBs) (list of ULBs in Annexure 1).
- D. In pursuance of the aforesaid, NIUA and LSGD hereto wish to record under this Memorandum of Understanding (MoU), the terms of their partnership.

3. Now therefore the parties hereto agree as under:

The parties agree to the following responsibilities under this MoU:

A. Responsibilities of Ministry of Housing and Urban Affairs (MoHUA)

- i. Provide strategic guidance regarding NUDM to NIUA, LSGD and other agencies.
- ii. Issue guidelines for operationalization of NUDM including, inter alia, UPYOG.
- iii. Issue guidelines as part of the reform agenda of AMRUT 2.0 for the development and roll-out of the online municipal services system.

B. Responsibilities of National Institute of Urban Affairs (NIUA)

i. Technology

- a. Create and deploy central instances of NUDM platforms including UPYOG and provide future enhancements /upgrades/ updates/ patches to software/ database components as applicable for adoption in Rajasthan.
- b. Handhold LSGD in implementation of UPYOG reference modules including the provision of relevant documents on platform configuration and set-up, such as configuration and customization guides, user manuals, et al.
- c. Support LSGD in exploring various hosting options (central cloud, state procured cloud or State Data Centre (SDC), local hosting or any other cloud) for implementing the most appropriate hosting option.
- d. Handhold implementation of other NUDM platforms in Rajasthan such as National Urban Learning Platform (NULP)
- e. Provide for:
 - Provisioning of free access to APIs and documentation to industry stakeholders to collaboratively design, build, implement, and refine innovative solutions to local problems.

- Curation, updating and maintenance of the central public repository including allowing the industry ecosystems and State/UTs to contribute the APIs/ modules consistent with NUIS digital blueprint
 - Support maintenance and creation of upgrades related to any third-party application already bundled and offered as an UPYOG component.
 - Support in bug fixes in UPYOG, if needed.
- f. Provide a list of empanelled Implementation Partners to implement UPYOG at speed and scale in all ULBs of Rajasthan.
 - g. Provide model bidding documents and support LSGD in the procurement of the services of an Implementation Partner for implementation of UPYOG.
 - h. Provide Dashboard APIs as an integral part of UPYOG, for supporting the data sharing of aggregate KPIs (mentioned in Annexure 2) as per milestones defined under NUDM.
 - i. Promote contribution of open-source codes for additional modules created by LSGD back to UPYOG.
- ii. Capacity Building including but not limited to -**
- a. Establish detailed training and support processes for LSGD and the selected Implementation Partner. Training will be an ongoing activity as per the requirement of the program. Training Programs will be made available on the National Urban Learning Platform.
 - b. Support LSGD in the formulation of Rajasthan NUDM Task Force and their training by sharing documentation related to software code, guidelines, etc. Training Programs will be made available on the NULP
- iii. Advisory and Operational Support including but not limited to -**
- a. Review the finalized solution design and implementation approach developed by LSGD.
 - b. Provide advisory support to LSGD in up-gradation, maintenance & customization of UPYOG.
 - c. Facilitate LSGD in undertaking impact monitoring and analysis, on a time-to-time basis.
 - d. Support LSGD in building and curating an ecosystem for driving innovation on UPYOG.
- iv. Communicate to LSGD any change in policies that may be relevant to sub-sections i-iii above (e.g., licensing policy, support policy, etc.), in a timely manner.**

C. Responsibilities of LSGD

- i. **Program Methodology:** Design program methodology in agreement with NIUA to facilitate online delivery of municipal services in all their Urban Local Bodies (ULBs). This shall be in alignment with the reforms agenda of AMRUT 2.0 Operational Guidelines for development of online municipal services system.
- ii. **Choice of Adoption Model:** Implement e-Governance service delivery by following one of the following roll-out Models (more details in Annexure 3):
 - a. Adoption Model I: Adopt UPYOG, in a 'Platform-as-a-Service' (PaaS) model which will be centrally hosted and wherein, that LSGD will have ownership and rights to their Data.
 - b. Adoption Model II: Adopt UPYOG which will be hosted at the state (Data Centre/Cloud) and wherein, LSGD will have ownership and rights to their Data.
 - c. Adoption Model III: Provide Dashboard APIs to consume aggregated data from various Government of Rajasthan portals, including those developed under AMRUT mission and display on the National Dashboard. Use Open APIs to integrate existing platforms and solutions.
- iii. **Program Governance Structure:** Establish Rajasthan NUDM Task Force under LSGD to coordinate the implementation of NUDM and its platforms, including UPYOG.
- iv. **Implementation Partner:** On-board Implementation Partner within 45 days post-signing of this MoU. Alternatively, where the online delivery of municipal services is already rolled out by LSGD through a platform which is developed, implemented and maintained in-house by a relevant government department, LSGD in consultation with NIUA, may assess whether the procurement of services of an Implementation Partner for implementation of UPYOG is required.
- v. **Roll-out, Customization, and Enhancements:** Rollout, implement and maintain technology customization/enhancements of UPYOG in the specified services as defined in NUIS Digital Blueprint Document.
- vi. **Data Sharing:** Share the aggregated Data via APIs based on the indicative KPIs (listed in Annexure 2) defined by MoHUA and NIUA.
- vii. **End-user training & citizen adoption:** Provide end-user training, and ensure citizen adoption. LSGD will ensure key stakeholders such as ULB employees, Rajasthan NUDM Task Force members, Implementation Agency employees, etc. will complete training as made available on NULP by NIUA and get certified.
- viii. **Drive Innovation:** Curate an ecosystem to facilitate innovation on available UPYOG open-source codes to develop additional and enhance existing services/ applications as needed by Rajasthan and then contribute back to UPYOG.

- ix. **Share Best Practices:** Regularly document and share the best practices on municipal e-governance implementation including UPYOG platform implementation, solutions under AMRUT, and others.

4. Data Sharing

- A. This MoU does not create any right of access to data or the right to share the data that is stored, processed, or transmitted on or through UPYOG for NIUA or associated partners.
- B. To the extent that certain aggregated data may be required by NIUA for specific purposes, LSGD and NIUA will work together to establish a process for NIUA to request and receive access to such data. The process for requesting and enabling data sharing would be mutually agreed on by the parties after entering into this MoU. Such data may be required for purposes such as:
- i. tracking and analyzing the program progress of municipal e-governance service delivery in Rajasthan on national dashboard
 - ii. determining maintenance schedules (only for adoption model I)
 - iii. benchmarking studies
- C. Provided that LSGD will not provide and NIUA and its associated partners shall not receive access to any Personally Identifiable Information that is stored, processed, or transmitted on or through UPYOG. For the purposes of this section, Personally Identifiable Information shall have the same meaning as it has in relevant law, as may be amended from time to time.
- D. LSGD to ensure that they implement National Metadata standards on state dashboards to ensure data quality management and traceability while sharing data with the national dashboard.
- E. The parties to the MOU are bound to protect the confidential information inter-se and breach thereof may result in termination of the MoU.

5. Miscellaneous

- A. LSGD shall arrange for finances for program implementation under NUDM to fund the expenses related to, but not limited to network connectivity, ICT infrastructure, IEC activities, Rajasthan NUDM Task Force and other personnel hiring. Additionally, LSGD may dovetail A&OE Funds available under MoHUA missions, as applicable under the respective mission guidelines.
- B. That the parties have carefully gone through the contents of the Memorandum of Understanding (MoU) and have signed and put their seals on the aforesaid MoU and agreed to abide by the terms and conditions as laid down therein in totality;
- C. That no amendments to the MoU shall be valid unless executed in writing and signed by all the parties.

- D. That NIUA and LSGD agree to follow the existing guidelines and any further guidelines that may be issued by MoHUA from time to time during the tenure of NUDM
- E. That the Parties to the MoU further covenant that in case of a dispute between the parties, the matter will be resolved through mutual discussion;
- F. It is understood by all the parties that the role of NIUA is limited to the hosting of data and providing hand-holding to LSGD and no other rights or liability would arise to NIUA in favour or against any party by entering into this MOU except the following:
- i. Hosting and maintaining the UPYOG
 - ii. Training & hand-holding of empanelled Implementation Partner for the duration of MoU
 - iii. L3 support (as defined in Annexure 4)
 - iv. Technical Documentation
 - v. Guidelines and artefacts

6. Dispute Settlement

The Parties hereby agree that if there is any dispute arising out of the said MoU, the Parties shall endeavour to make all efforts to resolve the matter amicably by mutual discussions, meetings and negotiations between the Parties.

In the event of a dispute remains unresolved, such dispute between the Parties shall be referred to the sole arbitrator who shall be mutually appointed by the Parties. The arbitration shall be in the National Capital Territory of Delhi and in English Language and conducted in accordance with the Arbitration and Conciliation Act.

7. Conflict of Interest

LSGD requires that NIUA provides professional, objective, and impartial advice and at all times hold paramount the interests of LSGD and/or the City/State for which services are provided, strictly avoid conflicts with other assignments or its own interests, and act without any consideration for future work. NIUA shall not accept or engage in any assignment that would be in conflict with, or that may place it in a position of not being able to carry out the assignment for which it has been engaged.

NIUA and any such company or firm or associate where NIUA has more than 5% stake or has any special resolution power, shall not be eligible for any downstream work on UPYOG expected from this assignment and shall be under a conflict of interest. These works include but are not limited to approaching directly States/ Cities for providing and implementing e-governance solutions, participating in RFP/ Tenders/ EoI published by States/ Cities/ LSGD pertaining to empanelment of Implementation services, Project management services and similar engagements. A complete, prompt, and absolute disclosure about the same is assured by NIUA.

In case any conflict because of the reasons given above is found then the MoU shall immediately be cancelled and penal action shall be taken against NIUA.

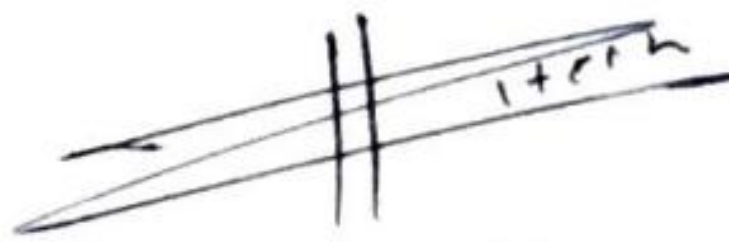
IN WITNESS THERE OF all the parties have put their hands on the date above mentioned

SIGNATORIES:

1. **Shri Kunal Kumar**
Joint Secretary & Mission Director
Ministry of Housing and Urban Affairs, New Delhi



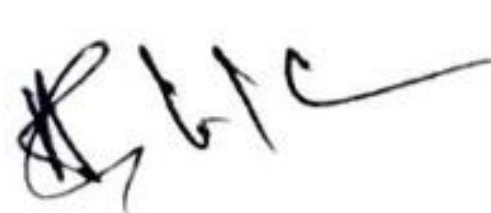

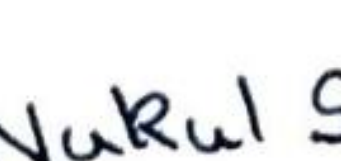
2. **Shri Hitesh Vaidya**
Director
National Institute of Urban Affairs, New Delhi



3. **Shri HRIDESH KUMAR**
Local Self Government Department, Rajasthan



WITNESS:

1.  Ashok Muna ACP, LSG
2.  Manpreet Singh, CPO, NIUA
3.  Nukul Sodhi, NUDM Fellow, Nukul