

MEMORANDUM OF UNDERSTANDING

BETWEEN

STATE GOVERNMENT OF <NAME OF STATE>

OR

MISSION DIRECTOR <NAME OF MOHUA MISSION> OF <NAME OF STATE>

AND

(NAME OF THE TRAINING ENTITY)

1. The Ministry of Housing and Urban Affairs (MoHUA), Government of India is implementing several flagship urban missions/ schemes for the overall development of the urban sector. Successful roll out of these ambitious missions in states/cities requires large scale capacities for planning, design, procurement, implementation and management of stakeholders. Recognizing such a need for capacity building of technical functionaries and elected representatives involved in the implementation of these Missions, the MoHUA is implementing an Integrated Capacity Building Framework covering all the missions.
2. As part of this framework, the State government or Mission Director <name of MoHUA Mission> of <name of state> (hereinafter called State) is committed to building the capacity of :
 - a. Elected representatives;
 - b. Functionaries from ULBs;
 - c. Functionaries from state departments/ parastatal agencies involved in implementation of the urban missions in the cities;
 - d. Other functionaries involved in the implementation of the various missions including specialists of City and State Level Technical Committees (CLTC/SLTCs) and Mission Management Units (CMMU/SMMUs);
 - e. Any other functionaries involved in mission implementation.

and undertake the tasks related to Integrated Capacity Building that are required for achieving mission objectives;

3. The necessary funding for roll out of the training programmes will be met from the ongoing Capacity Building for Urban Development (CBUD) Project of the MoHUA, supported by the World Bank;
4. The State intends to get into MOUs with one or more training entities empaneled by the MoHUA, for rolling out capacity building activities as per its specific requirements;
5. The National Institute of Urban Affairs, New Delhi (hereinafter called NIUA) is the strategic partner of the MoHUA in capacity building and will provide single window services for capacity building under the Integrated Capacity Building Framework;
6. Accordingly, the State has requested the <name of empaneled training entity> (hereinafter called Training Entity) to provide capacity building services in the following categories (areas of expertise) based on the category-wise empanelment list of MoHUA (tick/select the applicable options as per MoHUA empanelment):
 - Finance & Revenue
 - Engineering and Public Health
 - Town Planning
 - Administration
 - Urban Social Aspects
7. With a view to further clarify the respective roles and responsibilities for implementing capacity building activities (hereinafter referred to as the 'Training Programme'), the State and the Training Entity have decided to enter into a Memorandum of Understanding (MOU), and agree on the following:
8. **The Training Entity agrees to undertake the following:**
 - a. **Design of Training Programme**
 - i. Design the Training Programme after assessing the knowledge and skill needs of the trainees through a process of self-assessment. For this purpose, the Training Entity shall administer a "Self-Assessment Form for Assessing Training Needs" (as per revised format prescribed by NIUA) to all participants during the roll out of the first capsule mentioned in Clause 8.a(i).
 - ii. Prepare a training calendar (financial year-wise) in discussion with the State covering subjects of relevance as identified by participants during the first capsule, and as per mission-specific needs identified in discussion with the State and NIUA and publish on their respective website.
 - iii. Develop high-quality training content and session-wise learning objectives for all the capsules and share the same with NIUA for their feedback and suggestions. In order to prevent delays in roll out, training entities can roll out such modules and make requisite changes/improvements as and when they receive feedback from the NIUA.

- iv. Ensure adequate use of innovative pedagogy such as use of multi-media facilities and audio-visual material, case study discussions, discussions with implementers, individual and group exercises (learning by doing) etc. in all training programmes to improve the learning outcomes of the programmes.

b. Implementation of Training Programme

- i. Conduct the Training Programme for all trainees as assigned by the State, in line with the Operational Guidelines for the Integrated Capacity Building Framework conveyed by the MoHUA. The following overall training strategy is proposed to be adopted for each trainee:

Training Capsules* for each trainee	Number and duration
Integrated Orientation Capsule (As per outline provided by MoHUA vide OM No K-14012/101(25)/2017-CBUD dated 18 th September 2017 and 9th October 2017)	1 programme of 3 day duration
Customized Capsules 2 and 3 (These will be customized to the specific needs of the participants through subjects identified through a TNA conducted during the roll out of the first capsule. Subjects may also be aligned to mission-specific TNA information provided by the MoHUA from time to time and the specific priorities of respective state governments)	2 programmes of 3 day duration each
<p><i>*NOTE: Each participant will receive training through a total of 3 training capsules of 3-days each in 1 year</i></p>	

- ii. Complete all 3 capsules for each participant trainee, preferably with a gap of 3-4 calendar months between each programme, during which the training will be applied in their work by the participants.
- iii. Conduct one exposure visit (maximum 3 days excluding travel days) to best practice sites in India, over and above the 3 capsules detailed above. Locations/ best practices shall be chosen by the Training Entities in consultation with the State and the NIUA.
- iv. Conduct Sensitization Programmes for elected representative in the State, as assigned and directed by the State. The training shall include site-visit(s) and/or discussions with implementers/ practitioners/ project champions to learn from best practices in India, as identified by the Training Entities in consultation with the Competent State Authorities. Such sensitization programmes will be designed for a maximum period of 2 days, as per the indicative outline provided by the MoHUA vide OM No K-14012/101(25)/2017-CBUD dated 18th September 2017 and 28th November 2017. It must be ensured that the pedagogy adopted for elected representatives is innovative, interactive and involves exposure to good practices.
- v. Conduct theme based State-level workshops as assigned and directed by the State from time to time.

c. Evaluation and Post-Training Support

- i. The Training Entity will collect post-training feedback from the trainees after the completion of each capsule, in the manner and as per formats discussed and finalized with the NIUA. The format will cover, inter-alia, the following aspects:
 1. Feedback on quality and appropriateness of training facilities, pedagogy, curriculum and faculty
 2. Self-assessment by trainees of their learning outcomes from each session
 3. Self-assessment by trainees of their learning outcomes after completing 2-3 months of work and before the start of every subsequent capsule
- ii. Make suitable adjustments and changes to the Training programme and related activities based on the feedback received from the participants and NIUA from time to time.
- iii. Conduct at own cost, one additional bridge/remediation capsule by making changes in training modules, training methods and trainers, in case the training impact study by NIUA does not indicate any positive change in the knowledge and skill of the trainees. NIUA will make a reasonable effort to identify and highlight the concerns raised through evaluation & monitoring and share the same with the Training Entity in the shortest possible time.

d. Reporting Requirements

- i. Submit MIS and related reports to the State and NIUA by the 10th of every month as outlined under the Operational Guidelines and as per formats prescribed by NIUA.
- ii. Submit a detailed Annual Training Report (financial year-wise) by the 30th of April each year, including capsule-wise and participant-wise details, hurdles faced in implementation and way forward along with changes in work plan if any, to the State and the NIUA.
- iii. Provide any additional information sought by the State or NIUA/ MoHUA regarding the training programmes within 15 days of receipt of such requests.
- iv. Cooperate with and support the teams from NIUA or any third-party assigned by NIUA for conducting in-training and post-training monitoring and evaluations from time to time

9. The State agrees to the following:

- a. The State/Mission Director shall provide timely details and nominations of participant trainees to the Training Entity for the roll out of training programmes and ensure adequate participation in the training programmes.
- b. Provide support to the Training Entity for undertaking the various tasks assigned under this MOU, including inter-alia preparation of an annual training calendar, preparation of batches and identification of subjects for customized capsules 2 and 3.

- c. Facilitate timely payments to the Training Entity by ensuring time-bound review and clearance of payment requests and transmission of the same to the MoHUA for payment. The State shall complete the entire process within a period of 15 days after receipt of all required documents in final form (including suggested corrections/modifications if any).

10. Duration of the MOU: The MOU shall be effective from _____ and shall, unless terminated by the Parties in accordance with the provisions hereto or extended by mutual consent expressed in writing by the Parties, remain in force up to _____ (as per Operational Guidelines).

11. Non-exclusivity: Nothing in this MOU prevents either party from entering into a similar MOU with another party, be it a State government or a Training Entity.

12. Financial Terms:

- a. All payments and procedures for raising claims will be as per the financial modalities set out under the Operational Guidelines for the Integrated Capacity Building Framework conveyed by MoHUA vide OM No K-14012/101(25)/2017-CBUD dated 29th December 2017.
- b. Payments will be linked to training outputs (number of programmes conducted) on a quarterly basis. However, as per above-mentioned Clause 8.c(iv), the Training Entity may need to conduct an additional/remedial capsule if the training outcomes are not achieved.
- c. All invoices will be raised in the name of “Mission Director CBUD Project”
- d. Payment for training programmes will be made under the CBUD project on the basis of rates given under Clause 12(f) below. This may be amended by MoHUA from time to time. The rates applicable at the time of conduct of the programmes shall be considered for processing of claims.

e. The following must be additionally noted for invoicing purposes.

Training programmes for technical functionaries	<ul style="list-style-type: none"> • All travel costs of participants travelling to institutes for training programmes shall be borne by States/ULBs • All other costs will be as per Clause 12(f) • The amount payable shall be fixed as per Clause 12(f) irrespective of the actual expenditure by the Training Entity under the various heads.
Exposure visits	<ul style="list-style-type: none"> • All travel costs of participants for exposure visits shall be borne by respective State Governments. • All other costs for accommodation, venue for local lectures, training material etc. will be as per Clause 12(f). • The amount payable shall be fixed as per Clause 12(f) irrespective of the actual expenditure by the Training Entity under the various heads, except travel costs for local transportation and site visits, which may be claimed by the Training Entity as per actuals.
Theme based State-level workshops as assigned and directed by the	<ul style="list-style-type: none"> • Travel costs of participants travelling for the workshops shall be borne by States/ULBs. • All other costs such as board and lodging, venue costs, training material etc. will be as per approved budget by State and actual expenditure up to a maximum amount indicated in Clause 12(f).

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State from time to time.	<ul style="list-style-type: none"> State workshops will need the approval of the State Mission Director
Goods and Service tax	<ul style="list-style-type: none"> All costs approved under the programme are inclusive of applicable taxes Training entities will need to submit proof of payment of GST along with the invoices

f. Applicable rates as per CCBP norms for training are indicated below:

i. Training Programme

No	Costs	Residential (INR)		Non-residential (INR)	
		ERs & senior ULB officials	Other ULB staff	ERs & senior ULB officials	Other ULB staff
1	Lodging and/or boarding per person/day	2700	1700	300	300
2	Reading material and training kit per person	700	700	700	700
3	Honorarium per session	1100	1100	1100	1100
4	TA for Guest faculty* per programme	13750	13750	13750	13750
5	Training hall charges per day	5000	5000	5000	5000
6	Site visit/local transportation per programme	10000	10000	10000	10000
7	Institutional charges per day	5500	5500	5500	5500
8	Copier, documentation and internet charges per day	3300	3300	3300	3300
9	Administrative charge	10% of total cost	10% of total cost	10% of total cost	10% of total cost

Note:

*This is applicable to the faculty/resource person invited outside from the training institution(s) undertaking the programme

This may be enhanced to INR 15000/- per person (subject to actuals) per programme for NE states.

**The cost of one additional bridge/remediation capsule may be borne by TES by making changes in training modules, training methods and trainers, in case the training impact study by NIUA does not indicate any positive change in the knowledge and skill of the trainees.

i. **Workshops/ Seminars/ Consultations (subject to approval of specific proposals by State):**

1. The maximum support for this activity is given in the table below.

State level workshop	INR 2 lakh per event
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2. External Resource Persons/Experts: A maximum of INR 50,000/- per workshop including travel costs, boarding & lodging and honorarium. For States in the North East Region and special category states the maximum amount would be INR 75,000/-

13. Indicative Timelines:

Milestones	Time Period
Training Plan for roll out of various capsules	Within 30 days of signing of MOU
Finalization of training content and learning objectives for each capsule in consultation with NIUA	Before actual roll out of the capsule
Roll out of capsule 1 to assigned trainees	Within 3 months of signing of MOU
Roll out of capsule 2 to assigned trainees	Within 7 months of signing of MOU
Roll out of capsule 3 to assigned trainees	Within 11 months
Exposure visits for all assigned trainees	Within 12 months of signing of MOU
Delivery of Bridge/Remedial Capsule 4 if necessary	Within 12 months of signing of MOU
Submission of MIS and related reports	10 th of every month during MOU period
Submission of annual progress report	30 th April (for every preceding financial year)

For and on behalf of the
STATE

Signature, date and stamp

Name

Designation

For and on behalf of the
TRAINING ENTITY

Signature, date and stamp

Name

Designation