

No.K-14012/101(6)/2015-SCM-III-V

Government of India Ministry of Urban Development Smart Cities Division-III

Nirman Bhavan, New Delhi

Dated: 27th January 2016

OFFICE MEMORANDUM

Subject: MOU to be signed by the State Government and the training entity for delivery of individual capacity building programmes.

The undersigned is directed to forward herewith a copy of Memorandum of Understanding (MOU) to be entered in a contract between the respective State Government and the empanelled training institution, to roll out training programmes as per the AMRUT guidelines and as per the training plan encoded in the approved SAAP documents.

2. The necessary funds for roll out of the individual capacity building plan will be made available from ongoing Capacity Building for Urban Development (CBUD) project of the MoUD, supported by the World Bank. Individual Capacity Building Training courses will be aligned to the Training needs Assessment and Strategic Training Plan conducted under the CBUD Project (Can be accessed at www.smartcities.gov.in).

Encl: As above.

(Ajit Kumar)

Under Secretary to the Govt. of India Tel. No. 011-23061081

To

1. The Principal Secretaries (UD) of all States/UTs.

- 2. The Director, NIUA, 1st & 2nd Floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi-3.
- 3. Director (SC-II) and Director (SC-IV), Nirman Bhawan, New Delhi.
- 4. The Team Leader, CBUD project.

MEMORANDUM OF UNDERSTANDING

| BETWEEN |
|---------------------|
| STATE GOVERNMENT OF |

AND

(NAME OF THE TRAINING ENTITY)

- The Ministry of Urban Development, Government of India (hereinafter called MOUD), has launched the Atal Mission for Rejuvenation and Urban Transformation (AMRUT) for facilitating the provision of urban services in 500 cities across the country. The mission emphasizes capacity building as a necessary component and provides funds and other non-financial support explicitly for this purpose.
- 2. As part of the AMRUT mission, the State government of <name of state> (hereinafter called State) is committed to building the capacity of elected representatives and officials from cities for undertaking the various tasks envisaged under the mission, with a focus on the following departments/areas and subjects <specify as appropriate>:
 - Finance & Revenue: Revenue, Accounts, Finance and Market/Tax Departments
 - Engineering and Public Health: Public Works/ Water Works/ Street Lighting, Public Health and Sanitation, Horticulture and gardens Departments
 - Town Planning: Town planning, Building and town survey, Encroachment and license Departments
 - Administration: Administration, Establishment, Law, Lease, Public relations, Record room, Computers Departments
- The necessary funds for roll out of the individual capacity building plan will be from the ongoing Capacity Building for Urban Development (CBUD) Project of the MOUD, supported by the World Bank;
- 4. Individual capacity building training courses will be aligned to the Training Needs Assessment and Strategic Training Plan conducted under the CBUD Project (can be accessed at www.jnnurm.nic.in);

- 5. The State intends to get into MOUs with one or more training entities empanelled by the MOUD under the mission, for rolling out individual capacity building activities as per its specific requirements;
- 6. The National Institute of Urban Affairs, New Delhi (hereinafter called NIUA) is the strategic partner of the MOUD in capacity building and will provide single window services for capacity building under AMRUT:
- 7. Accordingly, the State has requested the ______ (hereinafter called Training Entity) to provide individual capacity building services in the following subject areas (based on the subject-wise empanelment list of MOUD) as defined in this MOU < pick from the following four options as per MOUD empanelment>:
 - Finance & Revenue
 - Engineering and Public Health
 - Town Planning
 - Administration
- 8. With a view to further clarify the respective roles and responsibilities for implementing individual capacity building in the state under the AMRUT mission (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:

9. The Training Entity agrees to undertake the following:

a. Design of Training Programme

- i. The Training Entity will design the Training Programme after assessing the knowledge and skill needs of the trainees through a process of self-assessment. For this purpose the questionnaire used in the Training Needs Assessment conducted under the CBUD Project will be used (can be accessed at www.jnnurm.nic.in). The self-assessment should be done after conducting the first capsule/Orientation Capsule mentioned in Clause 9.b(i) below.
- ii. The Training Entity will maintain a database of all trainees including, inter-alia, the profile of the trainees, details of their present work, the name and designation of their supervising officer, present level of knowledge and skills, specific knowledge needs and required training subjects for the Department-Specific Capsules mentioned in Clause 9.b(i) below, in the formats specified by NIUA/MOUD/CBUD.
- Develop training content and session-wise learning objectives for the Department-Specific Capsules based on the profile and needs of the assigned participant trainees and finalize the same in consultation with NIUA. (Note that NIUA will design the evaluation/testing methodology for session-wise training outcomes on the basis of a consolidated training agenda, which must be shared with NIUA during the quarter preceding the quarter in which the training has to commence.)

b. Roll-Out of Training Programme

i. Conduct the Training Programme (maximum batch size of 30 participants) for all trainees as assigned by the State, in line with the capacity building guidelines under the AMRUT mission. The following overall training strategy is proposed to be adopted for each trainee:

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|---|--|
| Orientation Capsule covering subjects as indicated by NIUA | 1 programme of 3 day duration |
| Department-Specific Capsules as per the specific needs of the participant | 2 programmes of 3 day duration each |
| *NOTE: Each participant will receive training through a total ceach in 1 year | of 3 training capsules of 3-days |

- ii. Conduct training programmes (all 3 capsules) for each participant trainee with a gap of three-four calendar months between each programme.
- iii. Conduct one Sensitization Programme for each Elected Representative in the state during the Mission period as assigned and directed by the State. Each Sensitization Programme must include orientation to the urban sector in the State and exposure visits to models and best practices in the form of relevant projects within the State or in another state. States with a larger number of elected representatives may conduct multiple programmes concurrently. The models and best practices will be identified by the Training Entity in consultation with the State and NIUA. The sensitization programme will be properly documented as per a standardized format provided by NIUA.

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 3-4 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. Assign Coaches (members of the faculty who impart training) to each batch of trainees, for answering specific queries and sharpening job specific knowledge and skills of trainees during the intervening period between each capsule.
- iv. Assign a Mentor, in consultation with the State, to each group of trainees from a ULB, who will be identified from amongst the retired central, state or municipal services, for providing overall guidance to the assigned group of ULB staff related to job specific knowledge and skills as well as personal/career development.

- v. Obtain from the Supervisors of the trainees, an assessment report of the trainees working under their charge, before the start of the next capsule as per a format finalized in consultation with NIUA.
- vi. 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 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 quarterly updates to the State and NIUA as per a mutually agreed Management Information System (MIS) and the database of trainees mentioned in above Clause 9.a(ii). The data should include all data necessary to comply with the timelines and provisions mentioned in Clause 14.
- ii. Submit a detailed Annual Training Report 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, such that it may be incorporated in the State Annual Action Plan (SAAP) for the subsequent year.
- iii. Provide any additional information sought by the State or NIUA regarding the training programmes within 15 days of receipt of such requests.

e. Other Responsibilities

- Organize and conduct study visits of models and best practices implemented or being implemented in a ULB, for all trainees who have completed 3 capsules of classroom training. The sites for each study visit to be finalized in consultation with the State and NIUA.
- ii. The State, MOUD, CBUD and NIUA will strive to tie-up additional funding from donors and bilateral & multilateral organizations to facilitate exposure visits to overseas locations on competitive basis, such that the trainees with the best record of achievement and command of learning outcomes may receive international exposure in addition to domestic exposure. Such international exposure visits will cover subjects related to urban management in other countries.
- iii. The State, MOUD, CBUD and NIUA will assist the Training Entity in establishing collaboration with an institution/organization of repute having expertise in the relevant sectors in the countries to be visited, such that the international partner can introduce an element of classroom training/briefing during the exposure visits, in addition to site visits.
- iv. Design and conduct national/regional workshops/seminars/consultations as requested by NIUA/State periodically, independently or in collaboration with NIUA, to ensure adequate coverage of the area/subject which are necessary for developing appropriate knowledge and skills for application in the ULB. This will be in accordance with page no. 66, Annexure 7, para 9, of the AMRUT mission guidelines.

- v. Participate in national/regional workshops organized by NIUA from time to time.
- vi. 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.

10. The State agrees to the following:

- a. Through the State Mission Management Unit (hereinafter called SMMU) created under the AMRUT mission, provide timely details and nominations of participant trainees to the Training Entity for the roll out of training programmes and to ensure adequate participation in the training programmes.
- **b.** Through the SMMU, provide support to the Training Entity for undertaking the various tasks assigned under this MOU.
- c. Facilitate timely payments to the Training Entity and all other entities/organizations/agencies which will be involved with the Training Programme and Sensitization Programme and other related activities such as exposure visits.
- d. Ensure that the SMMU updates the database regularly for input into the MIS mentioned in Clause 9.d(i) and submits the consolidated quarterly and annual progress reports to NIUA.
- 11. 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 the AMRUT guidelines).
- 12. 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.

13. Financial Terms:

- a. Financial norms for funding of the training programmes, national exposure visits and workshops will be as per admissible rates under the toolkit for Comprehensive Capacity Building Programme (CCBP), April 2013, p.11 & 18 of the MOUD (can be accessed at jnnurm.nic.in).
- b. Payments will be linked to training outputs (number of programmes conducted) on a quarterly basis. However, as per above-mentioned Clause 9.c(vi), the Training Entity may need to conduct an additional/remedial capsule if the training outcomes are not achieved.
- c. The Training Entity will raise invoices to the Project Director, CBUD project, along with the acceptance of the ULB/State for the activities completed, on a quarterly basis.
- d. All invoices will be supported through the following:
 - i. Details of each training programme being claimed in terms of date, venue, number of participants, particulars of the participants (name, designation, ULB and contacts details):
 - ii. Details of cost of each training (as per permissible heads under CCBP)

e. Applicable norms as per CCBP toolkit are indicated below:

i. Training Programmes

| No | Costs | Residential (INR) | | Non-residential (INR) | |
|----|---|-------------------|------------|-----------------------|------------|
| | | ERs & senior | Other ULB | ERs & senior | Other |
| | | ULB officials | staff | ULB officials | 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 | 10% of | 10% of total | 10% of |
| | | cost | total cost | cost | 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.

- ii. Coaches: Cost of coaches will be covered by cost of training capsules
- iii. Mentors: Cost of mentors will be borne by the State

iv. State/National exposure visits:

- 1. The travel costs as per State Government TA/DA Rules + lump sum allowance per day as decided by the Programme Oversight Committee under the chairpersonship of the State Government Secretary concerned.
- 2. The costs associated with exposure visits, to the organizing training institute will be borne by the State

v. Workshops/ Seminars/ Consultations (subject to approval of specific proposals by MOUD):

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

| National workshop | INR 5 lakh per event |
|----------------------|----------------------|
| Regional workshop | INR 3 lakh per event |
| State level workshop | INR 2 lakh per event |

- 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/-
- vi. International Study Tours: The payment for International Study Tours shall be paid based on specific proposal for each study tour and approved by the MOUD

14. Expected Timelines:

| Within 15 days of signing of MOU |
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| Within 15 days of roll out of first capsule to all assigned trainees |
| Before actual roll out of the capsule |
| Within 3 months of signing of MOU |
| Within 7 months of signing of MOU |
| Within 11 months |
| Within 12 months of signing of MOU |
| Within 12 months of signing of MOU |
| Every month after first capsule |
| Every 3 months after signing of MOU |
| Within 13 months of signing of MOU |
| |

| For and on behalf of the STATE | For and on behalf of the TRAINING PARTNER |
|--------------------------------|---|
| Signature, date and stamp | Signature, date and stamp |
| Name | Name |
| Designation | Designation |