

Ref.no/NIUA/P- 112 /146

22 November 2021

Mr. A.K Gupta

Additional Director

Regional Centre For Urban And Environmental Studies (RCUES)

Adjacent Registrar's Office, Lucknow University Campus

Lucknow - 226007

Subject: Appointment of RCUES, Lucknow for Conducting Training of Government Officials (Urban Local Body Officials and State Department Officials) under ITCN Training and Capacity Building Programme


Dear Mr. A. K. Gupta,

Greetings from NIUA!

This is in reference to discussion held between ITCN team, NIUA and your organization dated 13th October 2021 to on-board your organization as Training Agency to conduct training of Government Officials under ITCN Training and Capacity Building Programme. I am pleased to inform you that the said assignment has been awarded to your organization.

Kindly find a signed copy of the contract where "Terms and Conditions" are clearly defined.

With regards,



Hitesh Vaidya
Director, NIUA



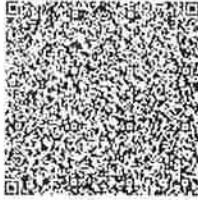
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LUCKNOW
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Memorandum of Understanding (MoU)

This Memorandum of Understanding (MoU) has entered on the 28th October 2021 between:

National Institute of Urban Affairs (NIUA), Ministry of Housing and Urban Affairs, Govt situated in the 1st and 2nd Floor at Core 4B, India Habitat Centre, Lodhi Road, 110003

AND

Regional Centre For Urban And Environmental Studies, Adjacent Registrar's Office, Lucknow University Campus, Lucknow, Uttar Pradesh - 226007

This contract is being signed to train Government Officials (Urban Local Body Officials and State Department Officials) under "Infant, Toddler and Caregiver Friendly-Neighbourhoods (ITCN) Training and Capacity Building Programme."

(Er. A. K. Gupta)

Additional Director

Regional Centre for Urban & Environmental Studies,
Ministry of Housing and Urban Affairs, Government of India
All Delhi's Office, Lodhi Road, University Campus

Hitesh Var
राष्ट्रीय नगर
National Institute
1 व 2 तल
1st & 2nd Floor
भारत पर्यावास
India Habitat Centre
नई दिल्ली
New Delhi

भारत पर्यावास
India Habitat Centre
नई दिल्ली
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CONSULTANCY SERVICES AGREEMENT

Between

NATIONAL INSTITUTE OF URBAN AFFAIRS, NEW DELHI

Core 4B, 1st and 2nd Floor, India Habitat Centre, Lodhi Road, New Delhi-110003

(hereinafter called 'NIUA')

REPRESENTED BY DIRECTOR, NIUA

And

REGIONAL CENTRE FOR URBAN AND ENVIRONMENTAL STUDIES, LUCKNOW

Adjacent Registrar's Office, Lucknow University Campus, Lucknow, Uttar Pradesh-226007

(hereinafter called 'RCUES')

REPRESENTED BY ADDITIONAL DIRECTOR, RCUES


(Er. A. K. Gupta)
Additional Director
Regional Centre for Urban & Environmental Studies,
Ministry of Housing and Urban Affairs, Government of India
Adj. Registrar's Office, Lucknow University Campus
Lucknow-226007


हितेश वैद्य / निदेशक
Hitesh Vaidya / Director
राष्ट्रीय नगर कार्य संस्थान
National Institute of Urban Affairs
1 व 2 तल, कोर 4 - बी,
1st & 2nd Floor, Core 4 - B,
भारत पर्यावास केंद्र, लोधी रोड,
India Habitat Centre, Lodhi Road,
नई दिल्ली-110003
New Delhi - 110003

Contract Reference Number: NIUA/ITCN/P/-----112 | 146-----

PURPOSE OF AGREEMENT

To train Government Officials (Urban Local Body Officials and State Department Officials) under “Infant, Toddler and Caregiver Friendly-Neighbourhoods (ITCN) Training and Capacity Building Programme” (Programme details are given in Annexure-1).

This Agreement (hereinafter called the ‘Contract’) made on 28th of October 2021 between **National Institute of Urban Affairs (NIUA), New Delhi (hereinafter called the NIUA)** through its Director, located at Core 4B 1st and 2nd Floor, India Habitat Centre, Lodhi Road, New Delhi-110003 and **Regional Center for Urban and Environmental Studies, Lucknow (hereinafter called the RCUES)** through its Additional Director, located at Adjacent Registrar’s Office, Lucknow University Campus, Lucknow, Uttar Pradesh-226007 for training of government officials under the “Infant, Toddler and Caregiver-Friendly Neighbourhoods (ITCN) Training and Capacity Building Programme”.

NIUA is an autonomous body under the Ministry of Housing and Urban Affairs, Government of India. NIUA has been supporting the Government of India in policy formulation and implementation of urban development projects.

RCUES was established in the year 1968 by the Ministry of Housing and Urban Affairs, Government of India to address the Research and Training needs of the constituent states. It is one of the premier Centres in the country set up with the objective to bridge the gap between research and practice. RCUES Lucknow has been working towards a better urban & environmental future. Its mission is to help urban local governments in achieving Sustainable Urban Development through a holistic approach.

Whereas the NIUA and RCUES, hereinafter called the “Parties” and individually called the ‘Party’, find it mutually beneficial to have a formal understanding for taking up “Training of Government Officials” under the ITCN Training and Capacity Building Programme. The RCUES will make use of their strength and experience to deliver the task outlined in the section on deliverables.

It is hereby mutually agreed between the Parties hereto or themselves and their representatives, executors, administrators, assignees or successors as follows.

SPECIFIC TERMS AND CONDITIONS OF THE CONTRACT

1. The terms of this contract come into effect on **28th October 2021** and will remain in force until **31st October 2022**.



(Er. A. K. Gupta)
Additional Director
Regional Centre for Urban & Environmental Studies,
Ministry of Housing and Urban Affairs, Government of India
Adj. Registrar's Office, Lucknow University Campus
Lucknow-226007



Hitesh Vaidya / Director
राष्ट्रीय नगर कार्य संस्थान
National Institute of Urban Affairs
1 व 2 तल, कोर 4 - बी,
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2. The training programmes for government officials will be delivered online on MoHUA's National Urban Learning Platform (NULP) and MoPP&P's Integrated Government Online Training (iGOT) platform. The training programmes include 3 level of courses - orientation, operational and implementation. The trainees for next level of course must be trained in previous level/levels and therefore right candidate will be selected by RCUES for the training programmes.
3. The Target group for the training programmes includes officials from Urban Local Bodies (ULBs), development authorities and state departments. ULB officials includes Engineer, Data Officer, Inclusive Development Officer, Social Sector Expert and concerned department officials. The officials from state department includes officials from Women and Child Department, Statistics Department, Health Department, Education Department, Urban Development Department and other concerned/related departments. The final list of government officials to be trained will be based on e-consultations with the ULBs and state departments.
4. Up to 5 training agencies will be on-boarded under the programme and each training agency will cover separate cities and ULB officials. RCUES will select the cities, in consultation with NIUA, based on their geographic coverage across states and cities for the ease of outreach and mobilization of government officials.
5. RCUES will be **responsible for the delivery** of activities outlined in the section related to deliverable and payment.
6. RCUES will also coordinate with ToT agency on-boarded by NIUA for developing training modules for the training of government officials under ITCN training and capacity building programme.
7. RCUES will use the training modules developed by the ToT agency for the training of government officials under the ITCN Training and Capacity Building Programme.
8. RCUES will deliver outputs as mentioned below, of the highest possible standard and within the timelines as mentioned against the deliverables.

SCOPE OF WORK FOR RCUES

S. No.	Activity	Duration/timeline
1	Undergo Training Sessions organized by ToT agency on ITCN framework, NULP and working with Government officials.	November 08, 2021 November 13, 2021
2	Undergo Training Sessions organized by ToT agency on Orientation Course (Basic Level Course).	December 21, 2021- December 24, 2021
3	Conduct E-Consultation with Government officials to streamline the training process before Orientation course.	November 08, 2021 December 31, 2021

(E. A. K. Gupta)
Additional Director
Regional Centre for Urban & Environmental
Ministry of Housing and Urban Affairs, Government
of India, Registrar's Office, Lucknow University,
Lucknow-226007

राष्ट्रीय उच्च शिक्षण आयोग
National Institute of Urban Affairs
1 व 2 तला, कोर 4 - बी,
1st & 2nd Floor, Core 4 - B,
भारत पर्यावास केंद्र, लोधी रोड,
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S. No.	Activity	Duration/timeline
4	Handholding government officials on the toolkit developed under the programme and follow up after the training programme - Status Report.	December 31, 2021
5	Training of 50-60 government officials under Orientation Course and preparation of training report at the end of each training session on the overall process of the training and learnings from the same (Each training session should have 20-25 participants and is for 2 Hours).	January 03, 2022- January 20, 2022
6	Knowledge sharing assessment workshops with government officials along with NIUA and ToT Agency at the end of the Orientation course and preparation of the summary report on the workshop and learnings from the same.	January 21, 2022- January 28, 2022
7	Evaluation of government officials on the Orientation course to understand their readiness for the next course.	January 31, 2022 - February 11, 2022
8	Handholding government officials on the toolkit developed under the programme and follow up after the training programme - Status Report.	March 31, 2022
9	Conduct E-Consultation with Government officials to streamline the training process before Operational course.	February 14, 2022 - April 08, 2022
10	Undergo Training Sessions organized by ToT agency on Operational Course (Basic Level Course).	March 29, 2022 –April 01, 2022
11	Training of 25-30 government officials under Operational Course and preparation of training report at the end of each training session on the overall process of the training and learnings from the same (Each training session should have 20-25 participants and is for 2 Hours).	April 11, 2022- April 25, 2022
12	Knowledge sharing assessment workshops with government officials along with NIUA and ToT Agency at the end of the Operational course and preparation of the summary report on the workshop and learnings from the same.	April 26, 2022-May 02, 2022
13	One workshop on challenges in data mapping and how to address them.	May 09, 2022-May 23, 2022
14	Evaluation of government officials on the Implementation course to understand their readiness for the next course.	June 06, 2022 - June 11, 2022
15	Conduct E-Consultation with Government officials to streamline the training process before Implementation course.	June 13, 2022 - September 16, 2022
16	Handholding government officials on the toolkit developed under the programme and follow up after the training programme - Status Report.	September 30, 2022
17	Undergo Training Sessions organized by ToT agency on Implementation Course (Intermediate Level Course).	September 05, 2022- September 09, 2022
18	Training of 12-15 government officials under Implementation Course and preparation of training report at the end of each training session on the overall process of the training and learnings from the same.	September 19, 2022- September 30, 2022

S. No.	Activity	Duration/timeline
19	Knowledge sharing assessment workshops with government officials along with NIUA and ToT Agency at the end of the Implementation course and preparation of the summary report on the workshop and learnings from the same	October 03, 2022- October 07, 2022
20	Submission of overall training report-1 report.	October 21, 2022

KEY PERSONNEL OF RCUES

9. RCUES will engage the following personnel for the above-mentioned deliverables:

Sr. No.	Name of Key Personnel	Key role	Years of relevant experience	Number of person days
1	Dr. Anjali Mishra, Joint Director	Training Delivery and Capacity Building	33 years	20 days
2	Dr. A. K. Singh, Assistant Director	Training Delivery and Capacity Building	30 years	25 days
3	Mr. Himanshu Chandra, Assistant Director	Documentation and Outreach	15 years	20 days

PAYMENT

10. NIUA shall pay to RCUES a total amount of **INR 3,00,000/- (Rupees Three Lakh only)** in 5 stages for the implementation of the tasks mentioned in deliverables. The amount is inclusive of all taxes. The amount will be paid only after satisfactory completion of work by RCUES, and written confirmation by the NIUA ITCN team stating that the given deliverables have been completed successfully. NIUA shall release the payment to RCUES only after successful review of the quality of deliverables by NIUA.

11. Payment will be made in stages upon receipt of invoice from RCUES indicating the task completed as per deliverables and the time schedule given. The payment will be released as per following table:

Deliverables and Payment

Sl. No.	Proposed Deliverables/Outputs	Timeline for completion	Amount to be paid (% of total amount)
1	Mobilization of Team	October 31, 2021	10%

Sl. No.	Proposed Deliverables/Outputs	Timeline for completion	Amount to be paid (% of total amount)
2	a) Undergo Training Sessions organized by ToT agency on -ITCN framework, NULP and working with Government officials -Orientation Course (Basic Level Course) b) Conduct E-Consultation with officials to streamline the training process before Orientation Course (Basic Level Course). c) Hand hold the nominated officials to use the ITCN Framework and CFSC Data Baseline report and toolkit for city level data baseline. d) Training of Government Officials under the Orientation Course (50-60 officials) and preparation of training reports. e) Knowledge sharing assessment workshops with government officials along with NIUA and ToT Agency at the end of orientation course	January 31, 2022	30%
3	a) Evaluation of government officials on the Basic Level Course to understand their readiness for the Intermediate Level Course. b) Undergo Training Sessions organized by ToT agency on Operational Course (Intermediate Level Course). c) Conduct E-Consultation with officials to streamline the training process before Operational Course (Intermediate Level Course). d) Training of Government Officials under the Operational Course (25-30 officials) and preparation of training reports. e) Hand hold the nominated officials to use the ITCN Framework and CFSC Data Baseline report and the toolkit for creating their own dashboard.	April 30, 2022	25%
4	a) Knowledge sharing assessment workshops with government officials along with NIUA and ToT Agency at the end of Operational Course. b) Evaluation of government officials on the Basic Level Course and Intermediate Level Course to understand their readiness for the Implementation Course (Advanced Level Course) c) Undergo Training Sessions from ToT agency on implementation Course (Advance Level Course). d) Conduct E-Consultation with officials to streamline the training process before Implementation Course (Advanced Level Course).		

Sl. No.	Proposed Deliverables/Outputs	Timeline for completion	Amount to be paid (% of total amount)
	e) Training of Government Officials under the implementation course (12-15 officials) and preparation of training reports. f) Handholding support to government officials in using the play handbook and other BvLF knowledge products, with emphasis on play space and inclusive design. g) One workshop on challenges in data mapping and how to address them	September 30, 2022	25%
5	a) Knowledge sharing workshop at the end of implementation course. b) Submission of Overall Training report.	October 24, 2022	10%

12. Account Details of RCUES:

Beneficiary Name: Regional Centre for Urban and Environmental Studies, Lucknow

Bank Name: Bandhan Bank Ltd.

Account Number: 50190025625341

Branch Name: Gomti Nagar Branch, Lucknow


IFSC Code: BDBL0001908

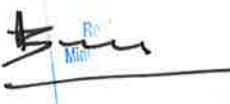
13. NIUA will release the payment to RCUES within one month of receiving the invoice by RCUES and subject to the satisfactory completion of deliverables within the time lines mentioned.

14. RCUES will acknowledge the receipt of amount paid by NIUA within 15 days of receipt.

15. The contract will be governed by standard terms and conditions mentioned in Annexure 2 of this contract.

CONTACT PERSONS

For Regional Center for Urban and Environmental Studies, Lucknow (RCUES)	For National Institute of Urban Affairs (NIUA)
<ul style="list-style-type: none"> A.K. Gupta , Additional Director 	<ul style="list-style-type: none"> Hitesh Vaidya, Director-Over all in-charge Krishna Kant Pandey, Team Leader, ITCN Training and Capacity Building Programme



हितेश वैद्य / निदेशक
Hitesh Vaidya / Director

राष्ट्रीय नगर कार्य संस्थान
National Institute of Urban Affairs
1 व 2 तल, कोर 4 - बी,
1st & 2nd Floor, Core 4 - B,
मनवा पार्कवास केंद्र, लखनौ रोड,
India Habitat Centre, Lodhi Road,
नई दिल्ली-110003
New Delhi - 110003

For National Institute of Urban Affairs

For Regional Centre for Urban and Environmental Studies, Lucknow


Hitesh Vaidya
Director, NIUA

डिरेक्टर वेद्य / निदेशक
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राष्ट्रीय नगर कार्य संस्थान
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A.K. Gupta

Additional Director, RCUES Lucknow

Additional Director
Regional Centre for Urban and Environmental Studies,
Lucknow University Campus,
Lucknow-226007

ABOUT ITCN TRAINING AND CAPACITY BUILDING PROGRAMME

Children are a key indicator of wellbeing and a healthy society. A child-friendly city ensures an enabling built environment that is healthy and safe, develops their faculties, and fosters their love for community and for nature. The Bernard van Leer Foundation (BvLF) and National Institute of Urban Affairs (NIUA) have been continuously working towards sharpening the focus towards 'infants' toddlers and caregivers' (0-3,3-6 years – young children) in Indian cities. The association has been instrumental towards developing a substantial body of knowledge and experience on ground with respect to creating and facilitating child- friendly cities and spaces. One of the most positive outcomes of this work has been creation of the acknowledgement that young children are stakeholders in the use and design of built environment of their neighbourhoods and cities. The collective work has been able to inform national level urban missions like Smart Cities and AMRUT as well as disseminate knowledge to a number of cities and organizations.

In this context, Infant Toddler and Caregiver-Friendly Neighbourhoods (ITCN) Training and Capacity Building Programme has been co-designed to implement a structured multi-level ITCN capacity-building programme with specific outcome areas for City officials and young professionals over a period of two years starting January 2021.

The programme intends to utilise the vast body of knowledge developed by BvLF partnership program and NIUA under the CFSC initiative and develop knowledge products and training modules covering new aspects of ITC. It is proposed that the Capacity Building will be conducted through training modules that will be run online through NIUA and MoHUA's National Urban Learning Platform (NULP) and iGOT platform

The ITCN training and capacity building programme has two major Components-1) Capacity building of government officials and 2) Capacity building of young professionals as a part of Academic Certification Programme.

Government officials will be trained in 3 different level of courses (Orientation, operational and implementation course). The course content will be developed by Training of Trainers (ToT) agency which will be disseminated by the training agencies to the government officials. Toolkits will also be developed and ULB officials will be equipped to utilise these resources with requisite knowledge and skills.

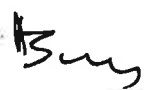
The three level of courses are defined here:

- Orientation Course (Basic Level Course): To establish the need for better understanding of ITC needs at neighbourhood level for ULB officials.
- Operational Course (Intermediate Level Course): To empower cities to further champion interventions and projects with contextualized data and promote informed decision making
- Implementation Course (Advanced Level Course): To promote a thorough understanding with the government officials for the need of ITC features or aspects in play spaces, mobility, informal settlements, and urban resilience.

Academic Certification Programme

The programme intends to utilise existing knowledge products developed under ITCN framework and CFSC programme for training and capacity building through development of certified courses in collaboration with academic institutions for architects, urban designers, planners and young professionals.

As part of the programme, up 250+ young professionals will be trained through certified training and capacity building modules developed by academic institutes. This will provide an opportunity for continued and wider knowledge dissemination on the subject.


(E. A. K. Gupta)
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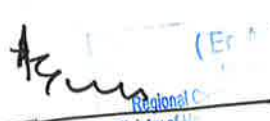
STANDARD TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1. Extension of time of the contract can be sought only with prior written approval and mutual consensus of both the parties.
2. Any amendment or variation to this contract shall be in writing and by mutual consent through an exchange of correspondence between the NIUA and RCUES.
3. RCUES through its Additional Director and NIUA through its Director will act in line with mutually agreed terms for cooperation and coordination.
4. RCUES will not further sub-contract this work.
5. RCUES shall start the work within day 1 from the date of signing the contract
6. If at any point of time during the contract, the RCUES encounter conditions impeding timely performance of deliverables, the RCUES shall promptly notify NIUA in writing of the fact of the delay, its likely duration and its cause(s).

TERMS AND CONDITIONS RELATED TO KEY PERSONNEL

7. Except as the NIUA may otherwise agree in writing, no changes shall be made in key personnel(s) without any valid reason.
8. In the event that any of the Key Personnel is found by the NIUA to be incompetent or incapable in discharging assigned task as per deliverables, or if the performance of the key personnel is not satisfactory in NIUA's opinion or as per the standards as assured during the course of negotiations/discussions qua the present agreement, NIUA specifying the grounds thereof, may request RCUES to provide a replacement. Such a replacement shall be provided promptly and within 15 days of separation of key personnel and RCUES would ensure that no timelines as mentioned in the contract are breached for the want of availability/performance of the Key Personnel.
9. Any replacement of the Key Personnel(s) shall possess similar or higher qualifications and higher experience as may be acceptable to the NIUA in writing.
10. RCUES shall bear all costs arising out of or incidental to any removal and/or replacement of such Key Personnel(s).


 Regional Director
 Ministry of Housing and Urban Affairs
 Adj. Secy.

(Er. ...)
 Central Studies,
 Government of India
 University Campus

हितेश वैद्य / निदेशक
 Hitesh Vaidya / Director
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TERMINATION

11. Either party may terminate the agreement by providing the other party with 30 days written notice. In such circumstance, NIUA shall pay the undisputed amount for the work approved till the date of termination of contract.
12. During the period of notice, the Parties will perform their duties as per the Contract. RCUES will hand over all the assignment-related documents to NIUA before the effective date of termination of contract, failing which NIUA would be well within its rights to secure the recovery of the assignment related documents through an agency of law.
13. The NIUA can terminate the contract at any time without prior notice if at any stage it is found that RCUES has made a statement which is factually incorrect or if RCUES doesn't fulfill any of the contractual obligation.
14. In the event of cancellation of NIUA contract agreement with BvLF, NIUA will terminate the contract with RCUES. In such circumstance, NIUA shall pay the amount for the work approved till the date of termination of contract.
15. Termination of this agreement, however caused, shall not affect any rights, claims or liabilities which arose/accrued prior to such termination or expiration.

SETTLEMENT OF DISPUTES

16. In case of dispute between RCUES and the NIUA regarding any matter under this contract, RCUES and NIUA will send a written Notice of Dispute to the other Party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within fifteen (15) days after receipt.
17. RCUES and NIUA shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of contract or breach, termination or invalidity thereof.

ARBITRATION

18. In case any dispute, difference or question arises between the Parties upon or in relation to or in connection with the work between Parties, which has not been settled amicably, any Party can refer such dispute, difference or question to Arbitration to be conducted by a tribunal comprised of a sole arbitrator to be appointed on mutual agreement between the Parties, in accordance with the (Indian) Arbitration and Conciliation Act, 1996. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these Arbitration proceedings. If Parties have not agreed on the appointment of a sole Arbitrator within 30 (thirty) days of the receipt of a notice of

arbitration, then the other party would be at liberty to approach a Court of law for appointment of an Arbitrator.

19. Arbitration proceedings shall be held in India at New Delhi and the language of the Arbitration proceedings and that of all documents and communications between the Parties shall be English.
20. The decision of the arbitrator shall be final and binding upon both Parties. The expenses of the arbitrator as determined by the arbitrator shall be shared equally by NIUA and the RCUES. However, the expenses incurred by each Party in connection with the preparation and presentation shall be borne by the Party itself.
21. Subject to this clause of arbitration, any controversy, claim or dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of courts in Delhi and this Agreement shall be governed by, and construed in accordance with, the laws of India.

INSURANCE

22. NIUA will not be responsible to settle or compensate any losses/damages incurred by the RCUES during the assignment. RCUES will be responsible to settle or compensate any losses/damages incurred by RCUES during the assignment.

CONFIDENTIAL INFORMATION AND TRADE SECRETS

23. In connection with the services, which RCUES will be providing under this contract, the RCUES may come into contact with confidential matters of each other including:
 - a) Technical information, such as know-how, formulae, computer programs, drawings, secret processes or machines, inventions or research projects;
 - b) Business information, such as information about costs, profits, markets, sales, lists of customers or business plans;
 - c) Plans for future development; or
 - d) Other information of similar nature not generally known outside including Personal identifiable information of research participants or sensitive information.
24. RCUES is bound to follow and comply with the data protection standards set forth by NIUA as detailed in this Clause.

Data Protection Standards: RCUES undertakes to perform the assignments/ activities under this contract in a collaborative manner with highest standards of professional, ethical competence and integrity. Subject to 'fair dealing' purposes under Indian laws, any public dissemination of content of any designated Confidential Information (eg confidential

report, data and information) collected during the course of engagement, can be carried out by RCUES only after seeking prior approval from NIUA in writing. RCUES will also not withhold any relevant research findings (positive or negative) from NIUA. Besides, RCUES will not share designated Confidential Information with any other third party or in the public domain without the written consent of NIUA. 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, with due and prior intimation to NIUA.

25. RCUES for itself and its employees, agree to keep all such matters confidential, and agree not to disclose them to anyone, either during or after the expiration of contract except with the written consent of the NIUA, excepting any information as may be required by law, or any regulatory authority for the Parties to perform its obligations under this contract or such information may come into the public domain otherwise than by a breach of this contract.
26. The Parties further agree that upon expiration or termination of this contract, they will promptly deliver to each other all materials in its or its employees' possession or control containing such confidential information.

The provisions of this Article (Confidential information and trade secrets) shall survive even after expiration or termination of contract for a period of 2 (Two) years.

COMPLIANCE WITH LAWS

27. RCUES represents and warrants that it has conducted and will conduct its affairs and activities in respect of the services to be rendered under this contract in accordance with all applicable laws, rules, regulations, orders and decrees of any court or governmental authority.
28. RCUES agrees that it shall at all times comply with and that all rights and obligations hereunder shall be subject to applicable laws.

FORCE MAJEURE

29. For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of RCUES, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonable to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder,

earthquake, fire, explosion, storm, flood, epidemic, pandemic or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

30. Force Majeure shall not include any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor any event which a diligent Party could reasonably have been expected both to take into account at the time of the signing of contract and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
31. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services in respect of deliverables under this contract.
32. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default in respect of the deliverables under this contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all possible precautions, due care and all measures, with the objective of carrying out the terms and conditions of the Contract.

LIABILITY

33. NIUA shall not be liable for any damages or compensation payable by law in respect of or in consequence of any accident or injury to any member of staff or other person in the employment of the RCUES or in relation to the violation of any right of third parties, including but limited to copyrights. By the act of signature of this contract, RCUES agree that NIUA is indemnified and kept indemnified against all such damages and compensation and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance cover against such liability is RCUES's responsibility.

LANGUAGE

34. This Contract has been executed in the English language which shall be binding and controlling language for all matters relating to meaning or interpretation of this Contract.

SHARING OF INFORMATION AND EXPERIENCE

35. Subject to fair dealing rights under Indian laws for teaching, instruction and research, NIUA and RCUES shall jointly own the copyrights on all the materials created by RCUES under this contract. Prior approval needs to be taken while using the logo of NIUA and BULF and RCUES

shall follow instructions for use of logo in this regard. Logo of RCUES shall also be exhibited in the materials developed under this contract.

36. Any and all written external information and copyright materials should state "with the support of the Bernard van Leer Foundation".
37. RCUES agree that any and all royalties it may derive from any or all the copyrights material shall be used to further the aim of the programme and RCUES shall consult the NIUA prior to concluding any agreement pursuant to which it shall receive such royalties.
38. RCUES can use the resource materials developed under the programme for training purposes including 'fair dealing' purposes under Indian laws with due acknowledgment in writing to NIUA and BvLF.
39. RCUES will actively participate in the process of sharing the information and experience with NIUA.

(Er. A. K. Gupta)
Additional Dir
Regional Centre for Urban & Environmental Studies,
Ministry of Housing and Urban Affairs, Government of India
Adj. Registrar's Office, Lucknow
Lucknow-226007

डिप्टी डायरेक्टर / निदेशक
Hitesh Vaidya / Director
राष्ट्रीय नगर कार्य संस्थान
National Institute of Urban Affairs
1 व 2 तल, कोर 4 - बी,
1st & 2nd Floor, Core 4 - B,
भारत पर्यावास केंद्र, लोधी रोड,
India Habitat Centre, Lodhi Road,
नई दिल्ली-110003
New Delhi - 110003