

त्रिपुरा FRIPURA

396619

Memorandum of Understanding

Memorandum of Understanding - This Memorandum of Understanding (MoU) is made on this 12th february day of in the year 2016.

Ministry of Housing and Urban Poverty Alleviation is an apex body of Government of India, to formulate policies, implement and support programmers through allocation of funds to the State Governments for Housing and Urban Poverty Alleviation in the country (hereinafter referred to as MHUPA)

and

National Institute of Technology, Agartala, an institution established and the NIT Act and having its registered office at NIT Agartala campus, Jirania, West Tripura (hereinafter referred to as NITA).

MHUPA and NITA are hereinafter collectively referred to as "Parties" and individually as "Party".

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This MoU is signed for the institute to function as a resource centre for aspects related to technology including capacity building consultancy and conducting pilot projects with the support of State Government and Urban Local Bodies.

This MoU is signed within the ambit of Housing for All (Urban) under Pradhan Mantri Awas Yojana (PMAY). PMAY (Urban) is an All India Mission implemented by Ministry of Housing and Urban Poverty Alleviation, Government of India through State Governments and Urban Local Bodies for providing housing to all. The proposed Mission includes the following four components (i) Slum Rehabilitation of Slum Dwellers with participation of private developers using land as a resource (ii) Promotion of Affordable Housing for weaker section through Credit Linked Subsidy (iii) Affordable Housing in Partnership with Public and Private Sect sectors (iv) Subsidy for beneficiary-led individual house construction. Mission proposes to exploit available and emerging technologies in faster delivery of quality and reliable homes.

This MoU seeks to define the broad ambit of role of the Technical agencies in the PMAY (Urban) Mission.

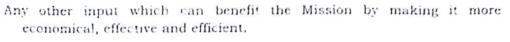
2. PURPOSE

In this background the role of technical agencies is envisaged to include the following:

- Identifying specific solutions and appropriate designs considering local conditions and requirement in specific cases identified by Sate and Central Government.
- ii. Preparation of Manual and Guidelines for project design and formulation incorporating emerging environmental friendly, energy efficient, earthquake resistance and cost effective technologies with focus on locally available material.
- iii. Technical audit of DPRs approved by State Governments or Government of India construction undergoing and monitoring of quality on random basis for Government of India.
- iv. Detailed technical training of planners and engineers creating awareness and expertise in technical aspects of efficient planning and construction.
- Identifying and transplanting global best practices with adaptation for local conditions.
- vi. Advise the city, State and Central Governments for adoption of new designs and techniques.
- vii.Set up mechanism for testing and accepting materials including new materials in construction.
- viii. Arrange for pilot testing and demonstration projects showcasing latest in technology, design, material etc.
- ix Institute would also be encouraged to take up long term research project in the field of slums, slum rehabilitation, design, technology in construction covering entire gamut of the housing needs. These researches should be of practical usages to implementers, planner, and policy setter.

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3. OPERATIONAL FEASIBILITY

Institute and Ministry along with State Government will prepare an annual action plan. Institute and Ministry would both nominate, nodal officer for operationalization of Action Plan. Actives beyond action plan can also be taken with mutual convenience and consultation.

There would be broadly two types of activities:

- Short term activities by way of consultancy would be undertaken in close coordination with respective State Governments under the overall ambit of this MoU.
- ii. Long term research projects and related lab development utilizing M.Tech, M Des and PhD students to work on these areas for explorations and searching for major breakthroughs through experimenting and validating innovations through pilot projects.

The Mission is being implemented through State Governments; therefore, institute shall work in close coordination with respective State Government and may need to execute another MoU with the State Governments.

4. PUBLICATION

There shall be no restriction on the publication of research materials emerging from these assignments. The Parties agree to ensure that in all publications, outputs, conferences, workshops and related publications, the support provided by the Ministry and / or State Governments as applicable will be acknowledged. The form of this acknowledgement shall be as agreed between the Parties.

5. INTELLECTUAL PROPERTY RIGHTS

The ownership of any technology, design, product or process which is developed or invented by any student(s) or faculty member ("intellectual property right") shall vest with NIT Agartala. The Ministry of Housing & Urban Poverty Alleviation shall have the right to make use of such Intellectual Property Right (s) for the purpose of research and non-commercial purpose. The current NIT Agartala policies, apply to promote creation and exploitation of Intellectual Property Rights.

This is a non-exclusive agreement, that is to say, Ministry may deem necessary to sign such MoUs with several institutes.

6. FUNDING

Financial support for various activities, would be worked out by the Institute and approved by the Ministry. For specific activities also, institute and Ministry will work out financial contribution.

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7. TERM

The MoU shall be valid for the duration of the Mission. Either of the parties may withdraw from the arrangement after giving notice of three months. The Parties may by mutual consent, renew the term of this MOU further.

S. DISPUTE RESOLUTION

In the event of disputes arising between the Parties out of or in connection with this MoU, whether such dispute relates to the interpretation of MoU or otherwise shall be settled through mutual consultation between the respective representatives of the parties. In the event that a dispute cannot be resolved by amicable effort and goodwill, the Parties may initiate arbitration proceedings in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Arbitrator shall be selected by mutual consent. The award of the arbitral tribunal shall be final and binding on the parties. The seat of arbitration shall be Delhi, India.

9. GENERAL PROVISIONS

Neither this MoU, nor the rights and obligations contained herein, may be assigned by either Party without the express written permission of the other Party, which permission shall not be unreasonably withheld.

The rights and obligations of the Parties under this MOU shall be governed by and construed in accordance with the laws of India.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be signed in duplicate by their respective duly authorized representatives effective as of the last date written below:

MINISTRY OF HOUSING AND URBAN POVERTY ALLEVIATION, GOVERNMENT OF INDIA

Signature

NAME

सर्वीद रस्त निष्ठा/RAJIV RANJAN MISHRA सर्वेत स्टीट (जाना)/June Betretay (Housing) आधारम एवं नार्वाच प्रतिकृति स्टाइमान स्वास्त्र Ministry of Housing & Urban Powerty Allendion प्रवासक मार्थान कर स्टिकी-110001 Nation Brussen, New Dulta-110001

DESIGNATION

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