

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on this 27th day of July, 2021 at New Delhi.

BETWEEN

Department of Rural Development (DoRD), Government of India, Krishi Bhavan, Dr. Rajendra Prasad Road, New Delhi - 110001 through Joint Secretary (RURBAN), Department of Rural Development (DoRD) (here in after referred to as "DoRD" which expression shall unless repugnant to the context be deemed to include successor in office) of the FIRST PART

AND

Ministry of Panchayati Raj, New Delhi represented by its Joint Secretary (Fiscal Devolution), having registered office at Jeevan Prakash Bhawan, New Delhi, , hereinafter shall be referred to as the "MoPR" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assignees on the SECOND PART.

AND

Bhaskaracharya National Institute for Space Applications and Geo-informatics (BISAG-N), which is an autonomous scientific society under the Ministry of Electronics and Information Technology, Government of India, 6- CGO Complex, Lodhi Road, New Delhi-110003 represented by its Director General, (hereinafter referred to as "BISAG-N" which expression shall unless excluded by or repugnant to the context be deemed to include its successor in office) of the THIRD PART.

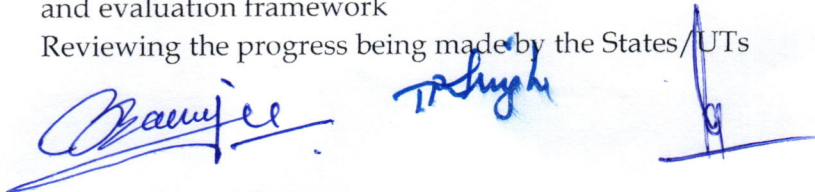
For the sake of brevity and convenience the parties hereto shall jointly be referred to as the "Parties" and severally as "Party".

I. Scope of the Project

This MoU is pertaining to the SPMRM Spatial Planning Platform. Through this MoU, all Parties agree that the comprehensive aspects of the SPMRM Spatial Planning Platform, shall be executed jointly by the cosignatories to MoU as per the terms and conditions and roles and responsibilities indicated herein and further details as contained in any future supplementary agreements.

II. Joint Committees to implement the MoU terms:

1. The terms of this MoU will be executed under the overall supervision of a Spatial Planning Committee (SPC) constituted by DoRD comprising officials from DoRD, MoPR, BISAG-N as well as other related institutions and individuals. SPC will be responsible specifically but not limited to:
 - i. Refining and evolving the Spatial Planning scope, approaches, processes and evaluation framework
 - ii. Reviewing the progress being made by the States/UTs



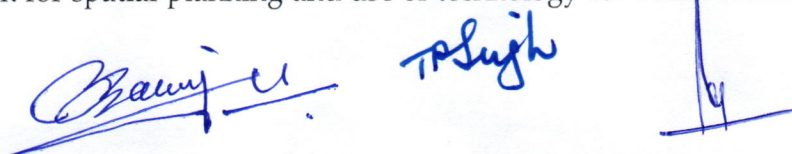
- iii. Taking critical and timely decisions related to design, development/customization and operation of SPMRM Spatial Planning GIS Platform as per the finalized schedule and project scope.
 - iv. Any other activity related to Spatial Planning
2. Project Management Committee (PMC) comprising operational teams of the MoU's signatories as well as other members nominated by the SPC will be constituted to undertake effective stakeholder coordination & project management to facilitate successful collaboration regarding the terms of this MoU. Aspects to be overseen by the PMC, include, but not limited to:
- i. Ensuring timely provision of various inputs by owner Departments and organizations
 - ii. Finalizing the Project schedule in coordination with Parties involved
 - iii. Co-ordinating with stakeholders for software development, testing, User Acceptance Test (UAT) and roll out
 - iv. Facilitating review of progress of SPMRM portal by owner Departments
 - v. Monitoring the procedures followed in project implementation
 - vi. Indicating any discrepancies or additions/changes as per the approved project scope to the notice of the technical team of BISAG-N for necessary action
 - vii. Providing necessary information for action of SPC
 - viii. Organizing SPC meetings and taking action on all the action points / directions of the SPC
 - ix. Any other activity relating to the terms of this MoU or spatial planning

III. Roles and Responsibilities

A. Roles and Responsibilities of DoRD:

For implementation of SPMRM Spatial Planning platform, DoRD will coordinate with departments and organizations for onboarding activities. DoRD will undertake the following roles and responsibilities:

- 1. DoRD will constitute the SPC
- 2. DoRD shall ensure that the SPC and PMC undertakes their designated roles and responsibilities effectively inter-alia including strengthening of Panchayati Raj framework for spatial planning and use of technology for better enabling spatial planning



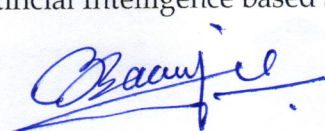
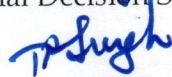
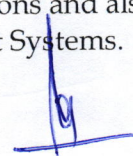
3. DoRD will ensure that adequate mentorship and capacity building is provided to all the State / District / Cluster stakeholders engaged with SPMRM.
4. DoRD will coordinate with other Ministries / departments / organizations concerned in order to take such actions necessary for successful implementation of the SPMRM spatial planning platform
5. DoRD will support the States/UTs to onboard Mentor Institutions to carry out spatial planning
6. DoRD will ensure that the Clusters, Districts & States receive comprehensive capacity building and constant handholding for all the aspects pertaining to Spatial Planning
7. DoRD will prepare the Concept Note on Spatial Planning which will be the guiding document for the entire Spatial Planning initiative.
8. All RTI/court related queries/clarifications shall be answered by the DoRD in coordination with the Parties involved.

B. Ministry of Panchayati Raj (MoPR)

1. Working towards strengthening of the Panchayati Raj framework for Spatial Planning.
2. On-boarding of Panchayati Raj Institutions throughout the lifecycle of the Spatial Planning process, including the post plan enforcement.
3. Policy level interventions related to Spatial Planning.
4. Advise and guide States/UTs to integrate Spatial Plans with the annual GPDP exercise and vice-versa
5. API integration of Gram Manchitra application, GPDP portal and other portal's of MoPR to Spatial Planning platform of Rurban Cluster Spatial planning

C. Roles and Responsibilities of BISAG-N

1. BISAG-N will create the Proof of Concept for Spatial Planning of Rurban Cluster
2. BISAG-N will design, develop, deploy, customize and provide support for the SPMRM Spatial Planning portal which will also include mobile app-based interfaces. Further, the portal & app will be made useable by different stakeholders such as Central government, State government, District administration, Block administration, Cluster Committee, PRI members, SHG representatives, as well as a general citizen engagement interface. Further, the portal (including app) will also have data input capabilities as per the customized needs of the States / Regional Committees / Mentor Institutions and also provide various Artificial Intelligence based Spatial Decision Support Systems.

3. BISAG-N shall also provide the following:

- i Digital feedback, authentication and approval mechanisms by concerned stakeholders for spatial planning steps
- ii Portal on identification of growth centres in Rural India
- iii APIs Integration with portals of various schemes and datasets of relevance as required from time to time.

4. BISAG-N shall create a spatial database as per DoRD guidelines with the following features:

- i Base map preparation
- ii Satellite data (Cartosat 2E High resolution images for all clusters)
- iii Integration of multi temporal satellite data
- iv Field data collection through Digital techniques (Mobile Application development for field data collection and authentication /Software development)

5. BISAG-N will provide a LMS (Learning Management System) within the Spatial Planning portal. BISAG - N will:

- i Develop geo-spatial planning training modules, videos & manuals
- ii Organize virtual and in-person trainings on geo-spatial planning
- iii Provide any time access online courses, videos & manuals on geo-spatial planning
- iv Provide a dedicated studio for other capacity building activities of Spatial Planning
- v Provide broadcasting facility on the portal

6. BISAG-N shall create a Project Management tool and data analytics tool for the Spatial Planning portal

7. BISAG-N will also support the data management, as well as all the operation and maintenance to be carried out for period for 8 years. Post which, the Portal will be archived with the support of NIC in DoRD

8. BISAG-N will ensure necessary data security on the Spatial Planning Portal and all allied databases.

9. BISAG-N will facilitate DoRD in GIS capacity building to inter alia enable departments and organizations to perform such action necessary for implementation of the Spatial Planning platform. In this regard, necessary administrative support will be provided by DoRD.

10. BISAG - N to use artificial intelligence and develop geoprocessing tools, models and algorithms for data - driven decisions in relation to convergence, spatial plan preparation. BISAG - N will provide a comprehensive, intelligent Spatial Decision Support System as part of the Spatial Planning platform.

Signature *TP Singh* *Signature*

11. BISAG - N shall support its resources for the purpose of all aspects pertaining to the Spatial Planning Portal and any other allied digital systems such as mobile app etc.

IV. Applicability of the Concept Note on Spatial Planning to the signatories of this MoU

1. The signatories to this MoU will also ensure compliance to the aspects stated in the Concept Note on Spatial Planning as well as its periodic upgradation from time to time.
2. Detailed organogram detailing out the roles of the signatories to this MoU in larger context of Spatial Planning is also provided in the Spatial Planning Concept Note.

V. Project Period

1. The duration of this MoU is till completion of activities stated in this MoU. Completion report to the activities stated in this MoU shall be prepared jointly by DoRD, BISAG-N and MoPR.
2. Detailed timeline of the activities under Spatial Planning is as placed at Annexure to this MoU. This timeline is subject to changes as mutually agreed upon by the signatories in line with the evolving needs of the Spatial Planning initiative.

VI. Provision of funds by either signatory to the other for carrying out of the respective roles and responsibilities stated in this Agreement

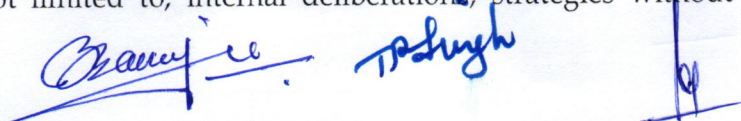
1. The respective signatories to this MoU shall fund the execution of the respective Roles and Responsibilities as stated in this Agreement from within their financial resources. There shall be no provision of funds by either signatory to the other for carrying out of the activities. In light of this statement, this Agreement shall be categorized as a non-financial MoU *(not involving any sort of provision of funds by either signatory to the other)*

VII. Non-Suability

1. No party can be sued in any court of law in India or abroad by the other party, for the events if any party is not able to perform as per any of the stipulations of this MoU, due to circumstances beyond the control of it as described in clause relating to Force Majeure in this MoU.
2. Neither Party can be used in any Court of Law for being unable to provide any related support, due to unforeseen circumstances or force majeure conditions beyond control of Parties involved.

VIII. Confidentiality & Non-Disclosure

1. Parties and their personnel shall not, either during the term or after the expiration of this MoU, disclose any confidential information relating to the services such as, but not limited to, internal deliberations, strategies without the prior written



mutual consent of the authorized signatory/competent authority of the Parties. Further, the Spatial Plans and all related data will also be kept confidential until appropriate approvals are in place to make them available to the stakeholders / public.

2. To hold confidential information in confidence and to take reasonable precautions to protect such confidential Information.
3. Not to use the confidential information, at any time, directly or indirectly, to procure a commercial advantage which is detrimental for DoRD.

IX. Force Majeure

Parties involved shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond their reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, terrorist activities, tsunamis, strikes or shortages of transportation facilities, fuel, energy, labor or materials, In the event of any such aspect being beyond the control of participating agencies, appropriate strategies will be worked out to compensate the Project activities/ schedules accordingly.

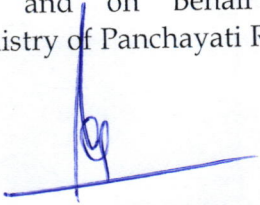
X. Exit Clause for BISAG - N & transfer of Spatial Planning Portal to DoRD:

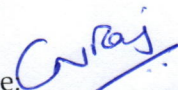
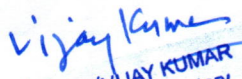
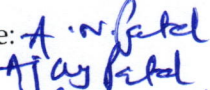
This being a publicly sensitive project, in the event of discontinuance of this MoU and withdrawal of ICT services for this project by BISAG - N, concerned party being co-signatory to this MoU should give a written notice of three months to other party for the desired discontinuance/withdrawal of the ICT services. In such cases, the Spatial Planning Portal will be transferred to the DoRD.

XI. Arbitration Cause

Any dispute or difference arising in connection with this MoU, shall be settled by mutual consultations between Parties. Any unresolved dispute still persists, the same shall be referred to a committee of the (i) Secretary, MEITY, Government of India, (ii) Secretary, Department of Rural Development, Government of India (iii) Secretary, Ministry of Panchayati Raj and the resolution of the committee would be final and binding on all the Parties.

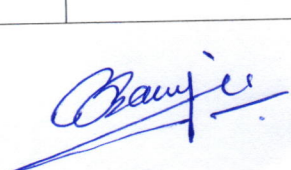
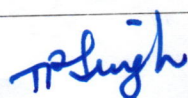
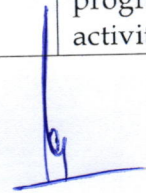
IN WITNESS WHEREOF the parties have put their signature to this MOU in duplicate and affixed their official seal on the day and year, first above written.

<p>For and on behalf of the Department of Rural Development</p>  <p>डॉ. बिस्वजीत बैनर्जी / Dr. BISWAJIT BANERJEE संयुक्त सचिव / Joint Secretary भारत सरकार / Government of India कृषि विकास मंत्रालय / Mo Rural Development कृषि भवन नई दिल्ली / Krishi Bhawan, New Delhi</p>	<p>For and on Behalf of Ministry of Panchayati Raj</p>  <p>K. S. Sethi Signature Name: Designation क. एस. सेठी / K. S. SETHI संयुक्त सचिव / Joint Secretary पंचायती राज मंत्रालय / Mo Panchayati Raj भारत सरकार / Govt. of India नई दिल्ली / New Delhi-110001</p>	<p>For and on Behalf of BISAG - N</p>  <p>T. P. SINGH Signature Name: Designation DIRECTOR GENERAL BISAG (N) GANDHINAGAR</p>
---	--	---

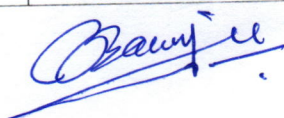
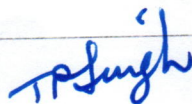
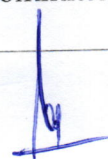
WITNESS & IN THE PRESENCE OF	WITNESS & IN THE PRESENCE OF	WITNESS & IN THE PRESENCE OF
Signature:  Name: CHINTAN RAJ Designation: Chief Program Manager Date:	Signature:  Name: विजय कुमार / VIJAY KUMAR Designation: उप सचिव / Deputy Secretary पंचायती राज मंत्रालय / M/o Panchayati Raj भारत सरकार / Govt. of India नई दिल्ली / New Delhi-110001 Date:	Signature:  Name: Ajay Patel Designation: Project Director Date:

Annexure: Spatial Planning timeline

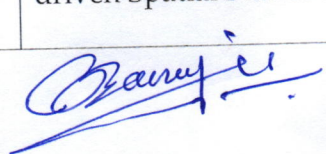
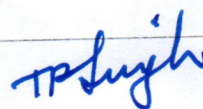
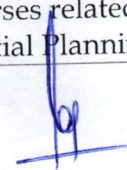
Year / Month	Timeline for the overall Spatial Planning exercise	Activities on the Spatial Planning Portal
	Participatory Spatial Planning for Regional Growth, Sustainable Development & Ease of Living	Facilitation through Spatial Planning portal being developed in collaboration with BISAG (N)
April - June 2021	(1) Approval of Concept Note on Spatial Planning by MRD (2) Signing of MoU with BISAG (N) & MoPR (3) Signing of MoUs between States & Mentor Institutions (4) Formation of Thematic Committee on Spatial Planning under the EC (5) Formation of Regional Spatial Planning Committees (6) Approval of State-Mentor Institution proposals by Regional Committees (7) Release of first instalment by NIRD&PR to Mentor Institutions (8) Initial version of the Spatial Planning Portal launched based on pilot experiences	1. Proof of concept readied 2. Portal launched 3. Mobile App launched 4. Monitoring and tracking of the progress of stated activities
Jun-21	(1) Onboarding of Mentor Institutions & their orientation (2) Spatial Planning portal anytime access training modules launched on Learning Management System (3) Instructor led online trainings of the States/UTs stakeholders, Mentor Institutions on the Spatial Planning portal	1. Learning Management System launched 2. Instructor led trainings on use of portal 3. Monitoring and tracking of the progress of stated activities

Jul-21	(1) Geo-spatial portal analysis as well as internet based secondary research regarding Cluster	1. Record of consultations 2. Effective UI for Mentor Institutions / States to undertake portal analysis 3. Documentation of secondary research regarding cluster 4. Various AI / ML based tools to support in analysis
	(2) Consultations with stakeholders at State & District level	
Aug-21	(1) Formation of the Cluster Committees & carrying out of Visioning exercise with the Cluster Committees	1. Visioning Report 2. Spatial Planning Portal - improved version 3. Regional Committee reviews points tracking 4. Smarter Mobile / Tablet / Laptop based App to facilitate data collection
	(2) Spatial Planning portal to undergo continuous improvements based on experiences by the stakeholders	
	(3) Review by Regional Committees & actionable directions for the States & Mentor Institutions	
Sep-21	(1) Consultations with Cluster Committee, User Groups, Community, Producer Groups	Geo-spatial upload of the following: 1. Consultations & surveys report (spatial) 2. Citizen interface and citizen feedback report (spatial) 3. Value chain report (spatial) 4. Use of the smarter mobile / laptop / tablet app for dynamic data collection
	(2) Surveys of HHs / Enterprises / User Groups	
	(3) Citizen Feedback on various amenities & services	
	(4) Detailed value chain mapping of products / services having potential	
Oct-21	(1) Assessment of spatial as well as sectoral gaps and needs by means of transect throughout the cluster	1. Geo-spatial upload of the Existing Situation Report, Demand Gap Assessment report, Conceptual Plan of Cluster report 2. Monitoring and tracking of Regional Committees points
	(2) Existing Situation Comprehensively Analysed, Demand Gap Assessment completed	
	(3) Conceptual Plan of the Cluster envisioned	

	(4) Ensuring compliance of previous regional review + Review by Regional Committees	
Nov-21	(1) Various need based field visits	(1) Geo-spatial upload of the field visits (2) Record of Consultations
	(2) Consultations with various stakeholders and experts	
Dec-21	(1) Preparing of draft spatial plan	1. Using AL / ML, to provide predictive draft spatial plan related suggestions and inputs 2. Facility to upload the draft spatial plan 3. Monitoring and tracking of Regional Committees points
	(2) Discussing the first draft with the Cluster, Block, District and other stakeholders	
	(3) Ensuring compliance of previous regional review + Review by Regional Committees	
Jan-22	(1) Preparing the revised draft spatial plan (2) Induction / orientation of the Cluster Committee on zoning regulations / development controls and formation of the same. Deliberation on the enforcement mechanism by the Cluster Committee (3) Spatial Planning portal to undergo continuous improvements based on experiences by the stakeholders	1. Interface for Cluster Committee 2. Continuous improvements in the Spatial Planning portal 3. Embedding the Zonal regulations, development controls etc. in the Spatial Plan 4. Using geo-spatial analytics to aid the Cluster Committee in enforcement of the norms and decision making
Feb-22	(1) IEC / Communication / Media campaign in Cluster explaining the draft spatial plan and making it available for comments	
	(2) Spatial Plan is updated and finalized	
Mar-22	(1) Gram Sabha of the panchayats approves the Spatial Plan including the Zoning Regulations, Development Controls, Enforcement Mechanism	1. Facilitation of the citizen inputs through citizen interface
	(2) Ensuring compliance of previous regional review + Review by Regional Committees	
Apr-22	Campaign to communicate the community driven Spatial Plan to all the stakeholders	1. Launch of more courses related to Spatial Planning and

		enforcement on the LMS
May-22	(1) Monthly Cluster Committee meetings for handholding enforcement of spatial plans, land-use norms, service benchmarking and taking well-informed decisions for resource investments and setting other norms (2) Quarterly meetings of the Regional Committees	1. Record of meetings, decisions 2. Continuous improvements in the portal especially the user interface, AI / ML and analytics aspects of the portal to facilitate better decisions by the stakeholders
Jun-22		
Jul-22		
Aug-22		
Sep-22		
Oct-22		
Nov-22		
Dec-22		
Jan-23		
Feb-23	(1) Institutionalizing locally driven spatial and sectoral enforcement mechanisms for post completion of Rurban Mission period (2) Close-out review by the Regional Committees	1. Portal hosting and O&M support for 6 more years after FY 2022-23
Mar-23		

MoPR Activity and Timeline		
Sr. No.	Activity	Timeline
1	API integration of Gram Manchitra application, GPDP portal and other portal's of MoPR to Spatial Planning platform of Rurban Cluster Spatial planning	FY 2021 - 22 Q1
2	Policy level interventions related to Spatial Planning.	FY 2021 - 22 Q1 onwards
3	On-boarding of Panchayati Raj Institutions throughout the lifecycle of the Spatial Planning process, including the post plan enforcement.	FY 2021 - 22 Q2 onwards
4	Working towards strengthening of the Panchayati Raj framework for Spatial Planning.	FY 2021 - 22 Q3 onwards
5	Advise and guide States/UTs to integrate Spatial Plans with the annual GPDP exercise and vice-versa	FY 2022 - 23 Q1 onwards

