



## MEMORANDUM OF UNDERSTANDING (MoU)

### BETWEEN

#### TATA INSTITUTE OF SOCIAL SCIENCES, MUMBAI

V.N. Purav Marg, Deonar, Mumbai-400088  
Maharashtra, India

&

#### SCHOOL OF PLANNING AND ARCHITECTURE, BHOPAL

Neelbad Road, Bhauri, Bhopal - 462030,  
Madhya Pradesh, India

*The MoU is mutually signed on 10 Day of April 2023 between*

Tata Institute of Social Sciences (hereinafter 'TISS') as the **first Party**, Represented by the Registrar, Tata Institute of Social Sciences, Mumbai.

AND

School of Planning and Architecture, Bhopal (hereinafter 'SPAB') as the **Second Party**, represented by Registrar, School of Planning and Architecture, Bhopal

TISS and SPA, Bhopal are referred to collectively as the "**Parties**"

The MoU seeks to establish a framework of cooperation between the First Party and the Second Party as two independent entities. The projects and activities developed under this MoU will be anchored at the School of Public Policy and Governance, Tata Institute of Social Sciences, Hyderabad Campus. Expertise, technology collaborations, and human resources can be drawn from other Schools and Centres of TISS.



**Tata Institute of Social Sciences, Mumbai**, since its inception in 1936, has been an institution of excellence in higher education that continually responds to changing social realities through the development and application of knowledge towards creating a people-centred, ecologically sustainable and just society that promotes and protects the dignity, equality, social justice and human rights for all. The TISS works towards this vision through the creation and provision of socially relevant and high-quality professional education in a wide range of inter-disciplinary areas of Social Sciences; promote research and dissemination of knowledge, strategic extension; field action, and advocacy through training and capacity-building of State and non-State institutions and personnel; Initiate field action and advocacy to demonstrate and facilitate the creation of policies and programmes. TISS - Hyderabad Campus is approved by the University Grants Commission, Government of India, as an off-campus of TISS. The School of Public Policy and Governance at TISS Hyderabad has significant experience in public policy research. It has delivered impactful research, created institutional frameworks for collaboration and is committed to developing policy, research, teaching and advocacy networks.

School of Planning and Architecture, Bhopal (SPAB) established in 2008 under an Act of Parliament of India as an autonomous Institute of National Importance by the Ministry of Education, Government of India is mandated to promote education and research towards the sustainable development of human settlements through the prism of architecture, planning and design. It endeavours to emerge as an institution of eminence in the sphere of planning, architecture and design education and practice nurtured by a forward-looking, dynamic and efficient pool of faculty following an industry centric and environment sensitive multidisciplinary approach. Besides offering undergraduate degrees in Architecture and Planning, SPAB offers postgraduate and doctoral degrees in as many as seven disciplines across Planning, Architecture and Design. SPAB endeavours to emerge as the 'University of Imagination', where a sense of enquiry will prevail amongst all stakeholders- students, researchers, professors and society at large. SPAB will strive for social sustenance through universal design, cultural sustenance through conservation and environmental sustenance through the discipline of Architecture, Planning and Design. Towards this, the mission of the School is:

- To create a centre of excellence for imparting quality education at undergraduate, postgraduate, doctoral and post- doctoral levels in Planning, Architecture and Design.
- To set up national level research and development centre with special emphasis on research and consultancy work in the field of Planning, Architecture and Design.





- To establish national level research and database hub along with a decision support centre for the preparation and implementation of settlement and habitat development programme for the Government.
- To mentor other architecture and spatial planning institutions in the central region of India.
- To nurture a cadre of high calibre faculty members devoted to teaching, research and consultancy in the field of Planning, Architecture and Design.
- To forge academic ties with both national and foreign institutions for student exchange programme, faculty orientation programme and collaborative research.

PURSUANT to the prevailing laws and regulations, the parties have reached the following understanding:

### **Article 1: Objectives**

1.1 The objective of this MoU is to collaborate and initiate teaching, research and capacity-building programmes that can strengthen policy and research intervention in urban areas.

### **Article 2: Scope of the MoU**

2.1 Under this MoU, the parties agree to pursue the following objectives:

- Offer courses and teaching programmes for the students and faculty
- Develop and Offer joint Degree/Diploma/ Certificate Programmes
- Jointly develop research programmes of mutual interest on themes related to urban policy and development
- Jointly conduct research projects on relevant subjects in the urban sector
- Jointly organise capacity-building programmes
- Jointly conduct monitoring, evaluation and impact studies
- Jointly host seminars/ conferences and workshops

### **Article 3: Operation of the MoU**

3.1 For the operationalisation of this MoU, Terms of Reference documents (hereinafter "ToR") shall be drafted and agreed upon in writing by both parties to carry out specific activities/projects. The ToRs shall describe the context, objectives, and expected outcomes of the activities/projects. They shall also define the financial costs and responsibilities as well as the timeline and deliverables of the activities/projects. The said ToRs will be treated as part and parcel of this MoU for all purposes.



#### **Article 4: Funding**

4.1 The financial agreements relating to each collaborative activity/project will be in accordance with the specific ToR covering the specific collaborative activities/projects. The said financial agreements will be inserted in the form of a separate clause in said ToR.

#### **Article 5: Intellectual Property, Publication, and Dissemination**

5.1 Subject to the exact provisions in the respective ToRs, each party shall be able to pursue relevant publication, in the form of an article in a journal, newspaper, book, or other magazines with the help of the knowledge base acquired through the execution of the activities/projects under this MoU.

5.2 All intellectual property held by a party prior to entering into this MoU or disclosed or introduced in connection with this MoU and all materials in which such intellectual property is held, disclosed, or introduced shall remain the property of the parties introducing or disclosing it.

#### **Article 6: Representations to the Public and Confidentiality**

6.1 Both parties may use the name or logo of the other party for any relevant purpose, whether in relation to any advertisement or other form of publicity, after obtaining the prior written consent of the other party.

6.2 All information furnished in relation to this MoU by one party to the other, which is clearly identified as proprietary or confidential at the time of disclosure or is confidential by its very nature, will be kept confidential by the receiving party, and will not be disclosed to any third party otherwise than to carry out the provisions of this MoU, or to provide assistance to any law enforcement agencies of India unless otherwise agreed in writing between the parties.

6.3 No party shall publish any document or any communication in writing to the press or public that has the effect of adverse criticism of any policy or action of the other party or that may be capable of embarrassing the relations between parties and persons, Institutions, Government with whom parties have official dealings.

6.4 Both parties shall not take advantage of this partnership or use the goodwill to leverage benefits in cash or kind for their own use or to promote their own entity. Both parties agree that it shall support and safeguard the legitimate interests and not misrepresent each other in any dealings with third parties.

  


  




## **Article 7: Duration of MoU**

7.1 This MoU shall come into force from the date it is made effective hereinabove i.e. 10<sup>th</sup> April 2023 and shall remain in force for a period of three years from the date of its arriving into force, i.e. 09<sup>th</sup> April 2026. This MoU may be renewed for further periods of time by way of mutual written consent of both parties.

7.2 The MoU may be terminated by either party by written notification to the other party at least 45 days prior to the effective date of termination. The termination of this MoU shall not affect the implementation of ongoing activities/projects agreed to be undertaken mutually prior to such termination, if such a clause is mentioned in the ToR of such activities/projects.

## **Article 8: Non-binding Nature of this MoU**

8.1 Despite the statements and obligations expressed herein and save for articles 5 and 6, this MoU is a non-binding expression of the current intentions of the parties, and neither party will incur nor be bound to any legal obligations or expense hereunder to the other party until and unless definitive agreements have been negotiated and approved by the necessary management levels of each party and executed and delivered by the authorised representatives of the parties.

## **Article 9: Representation**

9.1 Parties herein represent that each is in compliance with all applicable laws, and no legal proceedings are pending against it preventing it from carrying out the objective stated herein.

9.2 Parties are not a party to any agreement restricting their ability to enter into this Agreement, and the performance of this Agreement does not require the consent of any other third person or entity.

## **10. Counterparts**

10.1 This Agreement may be executed in two (2) counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

## **11. Notices**

11.1 All notices required by this Agreement shall be given in writing to the other Party and delivered by registered post/courier, official electronic mail or facsimile. Notices will be effective when received as indicated on the official electronic mail, facsimile, registered post/courier, or other delivery modes which provide the facility to track consignment or delivery receipt. All notices shall be given by one Party to the other at its address stated herein below, unless a change thereof has been notified to the Party giving the notice.



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| <p>Signed for and on behalf of Tata Institute of Social Sciences, V.N. Purav Marg, Deonar<br/>Mumbai - 400088</p> <p>.....</p> <p>Prof Sasmita Palo</p> <p>Offtg. Registrar</p> <p>Tata Institute of Social Sciences, Mumbai</p> <p>Date: .....</p> <p>Officiating Registrar<br/>Tata Institute of Social Sciences, Mumbai</p> | <p>Signed for and on behalf of School of Planning and Architecture, Neelbad Road,<br/>Bhauri, Bhopal - 462030</p> <p>.....</p> <p>Mr. Shaju Verghese</p> <p>Registrar</p> <p>School of Planning and Architecture, Bhopal</p> <p>Date: .....</p> <p>कुलसचिव<br/>Registrar<br/>योजना एवं वास्तुकला विद्यालय, भौरी, भोपाल<br/>School of Planning &amp; Architecture, Bhauri, Bhopal</p> |
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