

महाराष्ट्र MAHARASHTRA

2020

AW 572304



जिल्हा कोषागार कार्यालय  
 17 AUG 2020  
 मुद्रांक प्रमुख लिपीक / लि.  
 12/08/20



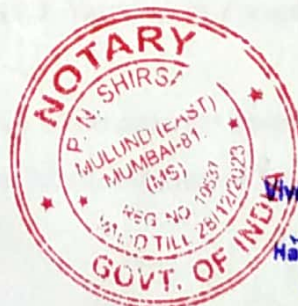
MEMORANDUM OF UNDERSTANDING

BETWEEN

Municipal Corporation of Greater Mumbai

AND

Vivekanand Education Society's Institute of Technology's Department of Information Technology (VESIT-IT).



Vice-Principal  
 Vivekanand Education Society's  
 Institute of Technology  
 Hashu Advani Memorial Complex,  
 Collector Colony, Chembur,  
 Mumbai-400 074 INDIA

3 SEP 2020

मुद्रांक विक्री नोंदणी अनु क्र.

660

दिनांक

दस्तावा प्रकार

MOU

दस्ता नोंदणी करणार अर्हात वा 7 होय/नाही

मिळकतीचे वर्णन

मुद्रांक विक्रीत घेणा-याचे नाव

दुस-या प्रक्षकाराचे नाव

BMC

OES Institute of Technology

हस्ते अभिल्यास नाव, पत्ता

Vikas Prange

वता

[Signature]

मुद्रांक शुल्क रक्कम

500

मुद्रांक विक्रीत्याची सही व विक्रीचे ठिकाण

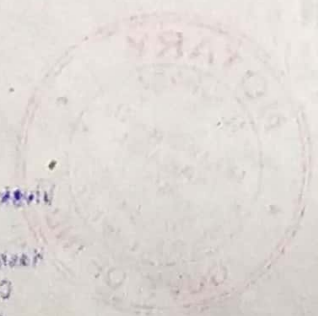
राजे मॅन्स वॉकर, दुकान क्र. ३१, प्रभात सेंटर,

सेक्टर १-अ, सी.बी.डी. वेल्हापूर, नवी मुंबई-४००६१४

(सौ. डी. बी. राणा)

परवाना क्र. ११०१०४१

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी करून घ्यावेत व महिज्यात तपस्येने वेतनकारक आहे.



Vertical text on the left side, possibly a stamp or administrative note.

**MEMORANDUM OF UNDERSTANDING**

This Memorandum Of Understanding (MoU) is made on \_\_\_\_\_.

**BY AND BETWEEN**

Jt. Municipal Commissioner (Solid Waste Management), Municipal Corporation of Greater Mumbai, having its office at 3<sup>rd</sup> Floor, Annex Building, Mahapalika Marg, C.S.T. Mumbai - 400001, hereinafter referred to as "MCGM" (which expression shall be deemed to mean and include its successors and permitted assigns) through its Municipal Commissioner, Mr. Iqbal Singh Chahal, IAS.

**AND**

**Vivekanand Education Society's Institute of Technology**, affiliated to University of Mumbai, approved by AICTE and recognized by Government of Maharashtra, located at Hashu Advani Memorial Complex, Collector's Colony, Chembur, Mumbai-400074, an institute established in 1984 by Vivekanand Education Society, hereinafter referred to as "VESIT -IT", (which expression shall be deemed to mean and include its successors and permitted assigns) through its Vice-Principal Dr. (Mrs.) M. Vijayalakshmi.

**WHEREAS**

- A. Municipal Corporation of Greater Mumbai (MCGM), is responsible for city planning, resource allocation and management, delivery of infrastructure & services and overall administration and citizen welfare of Greater Mumbai.
- B. VESIT-IT is the department of Information Technology at Vivekanand Education Society's Institute of Technology (VESIT).
- C. VESIT-IT and MCGM seek to collaborate for developing an IT enabled solution for operation, maintenance and monitoring of Community Toilet (CT) and Public Toilet (PT) blocks in M East ward of the city of Mumbai in consultation with CT/PT operators and MCGM.

The parties hereto in consideration of the mutual covenants set forth herein and subject to the terms and conditions set forth in this Memorandum of Understanding agree as follows:

**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:**

**I. Scope**

**Vice-Principal**  
**Vivekanand Education Society's**  
**Institute of Technology**  
 Hashu Advani Memorial Complex,  
 Collector Colony, Chembur,  
 Mumbai-400 074 INDIA

VESIT-IT shall act as a knowledge partner to MCGM for developing an IT enabled solution for operation, maintenance and monitoring of Community Toilet (CT) and Public Toilet (PT) in the M East ward of the city of Mumbai, in collaboration with Community Based Organizations (CBOs), Non Governmental Organisations (NGOs) and MCGM.

Scope of the engagement would include but is not limited to the following:

**1. A Mobile App on Android and iOS:**

- a. CBO/NGO members for easing operation and maintenance of CT/PT blocks
- b. Respective users of a community/floating population in registering their complaints and giving feedbacks.
- c. Facilitating contact of respective authorities in case of emergencies.
- d. Assisting MCGM in collecting the data useful in knowing the utility of CT/PT blocks and the usage of the funds in the Slum Sanitation Program.
- e. Facilitating toilet search for a traveller in the city. (Toilet Finder)
- f. notifying current 'cleanliness and usability' status of the toilet block to users and authorities
- g. To facilitate User Profile Management
- h. To provide Toilet usage History
- i. For Record keeping of payments done by user ( for toilet use)
- j. To assess Feedback and Complaint mechanism
- k. To provide Emergency Contact
- l. Notification/ alert System
- m. Bug fixing and maintenance for M East Ward.

**2. A website:**

- a. For creation and maintenance of Account for different stakeholders like
  - i. MCGM officials
  - ii. CBOs
  - iii. NGOs
  - iv. CBO Federation Representatives
  - v. Other Users (As required)
- b. for ease of data handling/logging
- c. for generating custom reports with analytics for MCGM officials to act as a decision support system for MCGM.
- d. Handholding, Awareness and Training Programme for community people/ PT operators and MCGM staff.
- e. By Creation of user (roles).
- f. By Registration of CBOs belonging to the ward.



**Vice-Principal**  
**Vivekanand Education Society's**  
**Institute of Technology**  
 Hassan Avanti Road, Chembur,  
 Collector Colony, Chembur,  
 Mumbai-400 074 INDIA

- g. To facilitate Asset Management for registered CBOs.
- h. To facilitate Simple reports for MCGM officials and CBOs.
- i. To provide Complaint Redressal System.
- j. By Bug fixing and maintenance for M East ward.

## II. Roles and Responsibilities of VESIT-IT:

- a. Seeking funds through Corporate Social Responsibility (CSR) for funding the project and for the sustainment and maintenance of the App in M East ward of MCGM.
- b. Implementation and maintenance of the Mobile app and Website.
- c. Data collection using paper based form with help of CBO members with the support of MCGM staff at M East ward.
- d. CBO and User/Citizen Registration on the website/mobile App monitored by CBO members and MCGM staff at M East ward.
- e. Bug fixing and maintenance for M East ward.
- f. Creating awareness and popularizing the app for sustainability (through Advertisement). Marketing and awareness can be done by propagating websites and mobile apps for revenue generation, for awareness advertise on social media, you tube channel, newspaper and mouth publicity. Advertisement on existing MCGM portal and App based on permissions. For self sustainment of CBOs, product manufacturer, specifically in sanitization area may be contacted, to either sponsor or advertise their product on the app as well as on website.
- g. Handholding, Awareness and Training Programme for community people/ PT operators, CBO officers of all wards, CBO federation and MCGM SWM staff, mock demonstration, prepare stakeholders to handle future apps. Role specific training for CBO officers and CBO federation, MCGM staff pertaining to M East ward of MCGM.
- h. Develop an infrastructure for Data Management for the pilot project.
- i. Enabling two way API integration between the website and various MCGM apps / services as suggested by MCGM.
- j. Monitoring of website and mobile app usage.
- k. To provide Helpdesk and Post Implementation Support during contract period. Online and offline support will be provided to M East ward as and when required.
- l. Facilitator of all IT works within the scope of the project.
- m. A detailed project plan outlining clear timelines for all activities to be submitted to MCGM within 30 days from the date on which the MoU comes into effect.

Vivek . . . . . Vastav's  
 Institute of Technology  
 Mhashu Advani Memorial Complex  
 Collector Colony, Chembur,  
 MUMBAI 400 074, INDIA

- n. VESIT-IT shall work on creating an Information, Education and Communication (IEC) plan for roll out of the project for MCGM to execute.
- o. At regular intervals, VESIT-IT team members shall meet the MCGM representatives and share updates on the progress made on the plan and challenges faced if any.
- p. To provide hosting services with DC and DR at no extra cost to MCGM.
- q. To develop Reporting and MIS so that authorities will be able to generate reports about
  - Users / Citizen (with filters like : 'ward', 'community', 'gender', 'age' etc)
  - Revenue Generated at a toilet block.
  - Footfall count (Daily/weekly/monthly) at particular toilet block.
  - Ratings provided by the user to particular toilet block.
- r. To generate customized reports as suggested / required by the authorities.
- s. To exit from ward after the successful implementation and to enter into monitoring phase.
- t. To obtain 'Safe to Host' security certificate before Go-Live and thereafter every six months.
- u. To document and share/handover technical documents such as User Manual, Configuration manuals, Source code etc.
- v. To obtain SSL certificates and pay Google and Apple for user fee for uploading documents.
- w. **Details of Key sources:** Dedicated project staff and advisors would be working on the project. Cost incurred for the development and training to be supported by VESIT through CSR funding. Dedicated space and computational resources to be allotted at VESIT campus. Dedicated team with VESIT IT faculty project staff plus students will handle all the future enhancements within the contract period subject to the availability of funds through CSR.

x. **Timeline and deliverables:**

Pilot Project Developed for M Ward:

- 1 year span for prototyping, development, implementation and testing.
- 1 year span for improvement and/or up gradation as per MCGM required and Training

Vice-Principal  
 Vivekanand Education Society's  
 Institute of Technology  
 Heshu Aavani Memorial Complex,  
 Collector Colony, Chembur,  
 Mumbai-400 074 INDIA

C-287

Deliverables would include the Mobile App and Website along with technical Documentation.

### III. Roles and Responsibilities of MCGM:

- 1) MCGM shall provide necessary assistance in popularizing and creating awareness of the Mobile App / Website.
- 2) MCGM shall provide Ward Level Map and Details of Public Toilet and Community Toilet Blocks in M East ward.
- 3) MCGM shall provide details of CBOs and CBO Federation.
- 4) MCGM shall provide a hierarchy of officials to be incorporated as a role in the Mobile App/Website, also the official email IDs of these authorities to enable Single Sign-On (SSO) if needed.
- 5) MCGM shall provide mapping of Engineers to Wards and to Civic Issue Categories In M East Ward.
- 6) MCGM shall ensure the MCGM technical team works with VESIT-IT development team to enable the two way API integration if/when needed.
- 7) MCGM shall provide GIS information of CT / PT blocks if already available. If and where this information is not available MCGM may provide necessary assistance to VESIT-IT team in gathering such information.
- 8) MCGM shall encourage the usage of Mobile App and Website by CBOS/PT operators, ward officials and senior officials as required.

### IV. Term

This Memorandum of Understanding shall come into effect immediately on signing of the same by both the parties and shall remain in force until \_\_\_\_\_.

### V. Intellectual property and Data ownership

- 1) VESIT-IT shall be credited as the developer for the entire duration of existence of the platform. For the purpose of the project VESIT may approach CSR funds whose entity will be credited on the platform.
- 2) All data generated by the deployment of the Platform for MCGM will be sole property of MCGM, however VESIT-IT shall seek the prior permission from MCGM to if they wish to use the data for academic research purpose. The status update/progress related reports relevant to the project can be shared with CSR sponsor. Any data available in public domain can be used by CSR firm.
- 3) The Intellectual Property Rights in all Standard Software and Standard Materials shall remain vested with MCGM. However, VESIT-IT shall seek the

**Vice-Principal**  
Avekshana Education Society's  
Institute of Technology  
Nashu Aavani Memorial Complex,  
Collector Colony, Chembur,  
Mumbai-400 074 INDIA

NOC from MCGM if they wish to implement this application in other Government agencies/Municipal Corporations in or outside Maharashtra.

- 4) The Intellectual Property Rights in all Custom Software and Custom Materials shall, vest in MCGM. VESIT-IT shall do and execute or arrange for the doing and executing of each necessary act, document, and thing that MCGM may consider necessary or desirable to perfect the right, title, and interest of MCGM in and to those rights. In respect of such Custom Software and Custom Materials, VESIT-IT shall ensure that the holder of a moral right in such an item does not assert it, and VESIT-IT shall, if requested to do so by MCGM and where permitted by applicable law, ensure that the holder of such a moral right waives it.
- 5) No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

**VI. Dispute resolution and Jurisdiction:**

The provisions of this Memorandum of Understanding shall be governed by, and construed in accordance with Indian law, and any dispute, controversy or claims arising out of or relating to this Memorandum of Understanding shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. The reference of the dispute shall be to a sole arbitrator if the parties agree upon one, failing that each party shall appoint one arbitrator, and the arbitrators so appointed shall appoint the third presiding arbitrator. Arbitration proceedings shall be held in Mumbai, and the language of the proceedings shall be English. Subject to the provisions for arbitration above, this MoU shall be subject to the jurisdiction of the Courts in Mumbai.

**VII. Notices:**

Any notice or other communication required or permitted to be given hereunder shall be in writing and dispatched by hand delivery or Registered Post Acknowledgement Due (RPAD) or by courier to the address specified below, and shall be deemed sufficiently made or given on the date of delivery if delivered by hand, or on the date of mailing if dispatched by registered post acknowledgement due or by courier. Either party may change its address, by written notice to the other.

The following documents are and shall be deemed to form part of this MoU and shall be read and construed to be part of this MOU as if they were incorporated in this MoU.

- a. The letter issued to recognize Department of Information Technology

Vice-Principal  
 Vivekanand Education Society's  
 Institute of Technology  
 Maharashtra Technological Complex,  
 Collector Colony, Chembur,  
 Mumbai-400 074 INDIA



(IT) of Vivekanand Education Society's Institute of Technology (VESIT-IT), as a knowledge partner in development of the ITeS based solution for operation and maintenance and monitoring of Community Toilet (CT) and Public Toilet (PT) in M East ward in the city of Mumbai, in collaboration with CBOs, NGOs and MCGM vide no. Ch.E/SWM/2810 dt. 19/8/2020

b. Non Disclosure agreement between MCGM and VESIT-IT.

**VIII. Indemnity:**

Vivekanand Education Society's Institute of Technology (VESIT-IT) shall keep the MCGM, their officers and servants harmless and indemnified from and against all losses suit, damages, cost, charges, claims and demands whatsoever including claims under the Workmen's Compensation Act, 1923 which their officers or servants may sustain, incur or become liable to pay for the reason or in consequence or any injury to any person or persons or to any property either belonging to the MCGM or any third party whether resulting directly through any accident or otherwise to life or property while carrying out any work pertaining to the said contract. Such damage, injury or loss to life or property shall be made good and/or as the case may be shall be paid immediately by the Vivekanand Education Society's Institute of Technology (VESIT-IT).



**MCGM**

Mr. Arund Laxman Wagankar, Jt. MC(SWM)  
Municipal Corporation of Greater Mumbai  
3<sup>rd</sup> Floor, Annex Building, Mahapalika Marg,  
CST, Mumbai- 400001  
Tel: +91 22 22620251 / 022 - 22616831  
Email: dmc.swm@mcm.gov.in

**VESIT-IT:**

Dr. (Mrs.) M. Vijayalakshmi  
Dr. (Mrs.) Shanta Sondur  
Department of Information Technology,  
Vivekanand Education Society's Institute Of Technology.  
Hashu Advani Memorial Complex, Collector Colony, Chembur East, Mumbai - 400074.  
Tel: 022 61532 500  
Email: m.vijayalakshmi@ves.ac.in  
Email: shanta.sondur@ves.ac.in

**IX. Limitation on the liability**

Given the non-financial nature of the agreement, and the dependency on MCGM for success of this collaboration, no party is liable in any way.

*VV*  
Vivekanand Education Society's  
Institute of Technology  
Hashu Advani Memorial Complex,  
Collector Colony, Chembur,  
Mumbai-400 074 INDIA

**X. Termination**

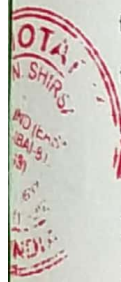
Both parties can terminate this MoU in writing to the other party with thirty days' notice.

**XI. Variation**

The terms of this Memorandum of Understanding may be amended or modified with the mutual consent in writing of both parties.

**XII. Force Majeure**

Any delay or failure in fulfilling the responsibilities as stated in Clauses II/III shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this MoU, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident and other like events that are beyond the reasonable anticipation and control of any or all of the parties affected thereby, despite the party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to the party's failure to perform its obligations under this MoU.



For and on behalf of  
**Municipal Corporation of Greater Mumbai.**

*Anand L. Wagaralkar*  
Anand L. Wagaralkar  
Jt. M.C. (S.W.M.)

Mr. Anand Laxman Wagaralkar  
Jt. Municipal Commissioner (Solid Waste Management)

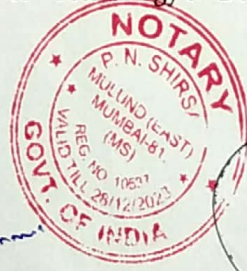
*Ashok Yargar*  
**(Ashok Yargar)**  
Chief Engineer  
(Solid Waste Management)

*25.09.2020*  
EEC(SWM) operation  
Dy. Ch. E. (SWM) OP.

For and on behalf of  
**Vivekanand Education Society's Institute of Technology's Department of Information Technology.**

Dr. (Mrs.) M. Vijayalakshmi  
Vice-Principal

*M. Vijayalakshmi*  
Vice-Principal  
Vivekanand Education Society's  
Institute of Technology  
Hashu Advani Memorial Complex,  
Collector Colony, Chembur,  
Mumbai-400 074 INDIA



**BEFORE ME**  
*09/09/2020*  
P. N. SHIRSAT  
M.COM, LL.B., F.I.C.S.,  
ADVOCATE & NOTARY  
MULUND (EAST), MUMBAI-61  
MAHARASHTRA STATE

