

MEMORANDUM OF UNDERSTANDING REGARDING (-----insert the name of the project) IN (-----Corporation) LIMITS, BENGALURU.

No. xxx

Dated: xxx

The Memorandum of Understanding is entered into on {Date}, with {Name of Corporation}, represented by Executive Engineer - {...}, represented by the {Name of Corporation} Commissioner, Bengaluru.

AND

{Name of Private Funder}, {Registration}, {Bengaluru address} with its principal place of business through its duly Authorised Signatory {Name of signatory}, {position}, {age} residing at {address} hereinafter referred to as 'Private Funder'.

WHEREAS:

1. Greater Bengaluru Authority (GBA), covers about 709 sq km and this area is connected through a network of about 14,000 km of roads of various categories, such as Arterial Roads, Sub-arterial Roads, Collectors, Streets, etc.
2. Due to the exponential growth of the city and development in various sectors, such as IT/BT sectors, Industrial Development, Research Organisations, Educational Institutions, etc., there has been an increase in employment opportunities, rapid growth and increasing urbanisation.
3. There is scope for participation from the Private Sector in contributing towards the development and improvement of the infrastructure of Bengaluru. The Government of Karnataka also envisages Public-Private Partnership projects and works taken up as a Corporate Social Responsibility and Philanthropic support.

IN THIS CONTEXT, PARTIES HAVE AGREED TO WORK TOGETHER AS DESCRIBED HEREIN UNDER:

1. {Name of Private Funder} shall undertake **design, implementation and maintenance** of a {typology of site}, located at {address of site}, hereafter known as 'site', with a commitment of up to INR {XXX} under {CSR program/philanthropic grant}.
2. The details of the scope of work to be undertaken by the Private Funder shall be added in annexures following the structure listed below. The annexures may be added at the time of signing of the MoU, in case the required information is finalised between the Private Funder and the respective Corporation. Otherwise, it can be added as an addendum after the MoU signing.
 - a. **Annexure 1:** Project Details (as per template attached)
 - b. **Annexure 2:** Site details
 - i. Photo of the site marked with the extent of the scope of work
 - ii. An additional scaled drawing may be attached if the photos are inadequate
 - c. **Annexure 3:** Proof of requisite expertise of the implementation agency
 - d. **Annexure 4:** Detailed Project Report
 - e. **Annexure 5:** Execution plan

f. **Annexure 6:** Detailed scope of maintenance

Role of Private funder:

1. Private Funder shall support the preparation of a '**Detailed Project Report (DPR)**' with detailed designs developed through on-ground evaluations of user needs and infrastructure quality, along with due stakeholder consultations.
2. The Private Funder **may directly assign the agency to prepare the DPR**, ensuring that the agency has adequate technical skills and experience, such as an urban designer for a street design or junction design project.
3. Designs shall comply with relevant **Standards of Practice (SoPs)** and **guideline documents** (e.g., IRC, *Kaipidi*) set by GBA for each project type.
4. The final '**Detailed Project Report (DPR)**' shall be approved by the Corporation.
5. Private Funder shall also support the **implementation of the project on the ground**, in coordination with the Corporation.
6. Upon approval of the design as part of '**Detailed Project Report (DPR)**' by the Corporation, the Private Funder shall create a comprehensive '**Execution Plan**' and identify the contractor that will undertake implementation.
7. The **contractor assigned for implementation may be directly selected by the Private Funder**, ensuring the agency **has the relevant experience** in implementing the project taken up.
8. The '**Execution plan**' shall be approved by the respective Corporation and the required Parastatal agencies before initiation, to ensure smooth implementation. Upon approval, the Private Funder shall initiate execution of the project on the ground, in coordination with the respective government agencies.
9. The implementation must adhere to all relevant Standards of Practice (SoPs) and guidelines, including public safety and quality control protocols, following the approved '**Detailed Project Report (DPR)**' and '**Execution plan**'.
10. No work on the ground shall start without the approved **Detailed Project Report (DPR)** and '**Execution plan**'.
11. Upon the completion of the implementation, the Private Funder shall also **support the maintenance of the site**.
12. The Private Funder shall create a '**Detailed scope of maintenance**', which shall be approved by the Corporation.

13. The Private Funder in accordance with the 'Detailed scope of maintenance', shall **provide maintenance for the site for a period of 2 years.**
14. The Private Funder shall not claim any reimbursement from GBA/ Corporation for maintenance of the identified site.

Role of Corporation(s):

1. Corporation shall provide all the **required guidance for review and compliance of designs**, as well as access to any available data necessary for the identified sites.
2. The corporation shall also **approve the final 'Detailed Project Report' (DPR)** to ensure that it effectively addresses the challenges it seeks to resolve and is contextually relevant.
3. Corporation shall **approve the final 'Execution plan' and 'Detailed scope of maintenance'**.
4. Corporation shall **provide support in the form of any required approvals/clearances** from any government agencies to facilitate the agreed work.
5. The corporation authorises the Private Funder to put aesthetically appearing **physical public information signage*** at any one location at the site and will be in dual language - Kannada and English, indicating all the relevant information, such as - Ownership of the site (logo and name), Designed by, Maintained by, Funded by, Duration of maintenance, Contact number for the public to use in case of maintenance issues. The CSR funding agency shall not use the project or asset for any commercial advertisement, branding, or promotional activity.
6. The Corporation also authorises the Private Funder to put aesthetically appearing signage (physical signage, no backlit or electronics) stating the name of the maintenance agency and the name of the Private Funder, **(every 30 m with a maximum size of 2 sqft)***, ensuring it doesn't cause visual clutter. Corporation shall not charge any form of Advertisement Fee from IRT or Donor Organisation for the same.

*** (The size, design, and placement of the signage shall be subject to approval from the City Corporation. No hoardings, banners, illuminated, digital, or revenue-generating advertisements shall be allowed. Any violation shall be treated as a breach of the MoU)**

Additional details related to the MoU

1. GBA or the Corporation assumes no liability in respect of any accidents, mishaps that may arise during the course of execution of the works. Private Funder shall take all precautionary measures and safety measures at all locations.
2. The scope of work undertaken by Private Funder may be extended or altered based on mutual discussion with the Corporation and be confirmed in writing as an amendment to this MoU.
3. This Memorandum of Understanding does not give any other rights to Private Funder except as stated in this MOU. The Property Ownership and Rights are vested with the Corporation only.
4. In no way shall the work undertaken by Private Funder lead to limiting or removing access to the site to any person. These are public spaces and must be retained as such in that spirit.
5. The decision of the Corporation in the execution of the work will be final. However, in case of any dispute arising, both the Parties agree that such grievances, if any, shall be resolved in the presence of the Chief Commissioner GBA.
6. If this MoU is required to be terminated by any of the GBA, Corporation or Private funder, an intimation of 90 days shall be given in writing and the MoU is liable to be terminated with mutual agreement.

In Witness Whereof, the Parties here in, hereto have set their respective hands on the day, month and year first above mentioned.

For {Name of Private Funder}

For Bengaluru ____ City Corporation

{Name of authorized signatory}

{Position},

Authorized Signatory to

{Name of Private Funder}

Executive Engineer

(-----)Corporation

WITNESSES

1.

2.

Annexure 1: Project Details

Project information

1	Name of Private funder	
2	Type of funder - Company / Philanthropy	
3	Contact information of the point of contact of the Private Funder - (phone, email)	
4	Alternative contact information of Private Funder - (phone, email)	
5	Funding Amount	
6	Scope of work	

Project information

1	Typology of the site	
2	Project name/code (if available)	
3	Complete site address	
4	Site area and extent	
5	Timeline for works: Start date - end date	

6	Implementation agency: Name and scope	
---	--	--