

DRAFT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is drawn on the _____ day of _____ 2009, between:

Ministry of Home Affairs, Government of India, having its office in North Block, New Delhi (hereinafter referred to as "MHA"), of the **FIRST PART**, represented by _____;

AND

Government of the State/ UT of _____ having its office at _____ (hereinafter referred to as "**GOXX**"), of the **SECOND PART**, represented by _____.

MHA and **GOXX** are individually referred to as "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. MHA has issued guidelines for implementation of the Crime and Criminal Tracking Network and Systems (CCTNS), a National Mission Mode Project (NMMP) on e-Governance in the State Police, MHA and Crime Record Bureaus. The guidelines cover objectives & outcomes of the project, key measures of program outcomes, services to be covered under the program, financing pattern, release of central assistance, implementation structure, implementation methodologies and monitoring mechanisms;
- B. **GOXX** realizes that introduction of e-Governance in Police will improve service delivery mechanism in Police, enhance outcomes in crime investigation, criminals detection and other core police functions; improve effectiveness and efficiency in performing all policing and departmental functions; improve interfaces with citizens, citizen groups and other external agencies; and achieve better information management and transparency;
- C. MHA and **GOXX** are deeply convinced that the best mechanism to achieve the desired objectives is through the implementation of CCTNS, an e-Governance initiative in Police, with clearly defined mandate, objectives, and deliverables;
- D. MHA will assist **GOXX** with the implementation of CCTNS directly and through its implementation agencies including NCRB, NIC, DIT etc.;
- E. Funds under CCTNS will be released by MHA, Government of India to **GOXX** for the duration of the Scheme as specified in CCEA note. Funds from MHA to **GOXX** will flow to the State through its State Designated Agency (SDA). The SDA will utilize these funds only for implementing CCTNS and no other purpose;
- F. **GOXX** has undertaken to implement e-Governance in the specified services in Police under the CCTNS Scheme in conformance to MMP guidelines;
- G. The actual CCTNS allocation/ release of funds from MHA to **GOXX** would be determined on the basis of the Detailed Project Report (DPR) submitted by **GOXX**/the actual yearly utilization of funds in the State in alignment with CCTNS guidelines.
- H. **GOXX** agrees to bear the operating costs such as internal manpower deployed on CCTNS, consumables such as power and other peripherals incidental to implement CCTNS project. Beyond the duration of the CCTNS Scheme, **GOXX** agrees to own CCTNS completely and bear all expenses incurred in ownership, operation and management of CCTNS.
- I. In pursuance of the aforesaid, the Parties hereto wish to record under this Memorandum Of Understanding (MoU), the terms of their mutual understanding in order to implement an integrated and comprehensive e-Governance Project called CCTNS,.

NOW THEREFORE THE PARTIES HERETO AGREE AS UNDER:

ARTICLE 1

SCOPE OF THE MoU

- 1.1 The National e-Governance Plan (NeGP) of the Government of India contemplates implementation of Mission Mode Projects (MMPs) including certain **Integrated Services** projects in a time bound manner committing the required resources of the public and private sectors for achieving measurable outcomes and goals. **CCTNS, which aims to improve the overall Police Service Delivery in the country, is one of the Mission Mode Projects under NeGP.**
- 1.2 The Ministry of Home Affairs has conceptualized CCTNS project to modernize the State police forces giving top priority to enhancing outcomes in the areas of Crime Investigation and Criminals Detection, enhancing effectiveness and efficiency of police functions, in information gathering, and its dissemination among various police stations, districts, organizations and units across the country, and in enhancing Citizen Services.
- 1.3 CCTNS aims at creating a comprehensive and integrated system for enhancing the efficiency and effective policing at all levels and especially at the Police Station level through adoption of principles of e-Governance, and creation/leveraging of a nationwide networked infrastructure for evolution of IT-enabled state-of-the-art tracking system.
- 1.4 The **objectives** of the CCTNS Project are:
 - a. Provide Enhanced Tools for Investigation, Crime Prevention, Law & Order Maintenance and other functions like Traffic Management, Emergency Response, etc.
 - i. Utilize IT for efficiency and effectiveness of core policing operations
 - ii. Provide information for easier and faster analysis
 - b. Increase Operational Efficiency by:
 - i. Reducing the necessity to manually perform monotonous and repetitive tasks
 - ii. Improving the communication e.g. Police messaging, email systems, etc.
 - iii. Automating back-office functions, and thereby release police staff for greater focus on core police functions
 - c. Create platforms at State and Central levels for sharing crime and criminal information/ databases across states and across the country. This would enable easy sharing of real-time information across police stations and districts at the State level and across states at the National level, there by resulting in:
 - i. Improved investigation and crime prevention
 - ii. Better tracking of criminals, suspects, accused, repeat offenders, etc.
 - d. Create a platform for sharing intelligence across the states, across the country and across other state-level and GOI-level agencies
 - e. Improved service delivery to the public/ citizen/ stakeholders
 - i. Access to police services in a citizen-friendly manner
 - ii. Provide alternate modes of service delivery such as internet (for general requests such as NOC, for following up on status. Example ministry of external affairs, road transport
- 1.5 The implementation strategy of the CCTNS project has the following salient features:
 - a. CCTNS would be implemented in conformance with the NeGP guidelines of “Centralized Planning and Decentralized Implementation”. Given that Law & Order and Police are state subjects, CCTNS would be implemented in a manner where States play the lead role. The planning would be centrally done by the MHA in consultation with the States.
 - b. Appropriate Governance mechanisms would be created in alignment with NeGP guidelines to enable the implementation.
 - c. National Crime Records Bureau (NCRB) would be the central nodal agency that would lead CCTNS at GOI level on behalf of MHA.
 - d. In order to ensure accountability and performance from deployment vendors, CCTNS would adopt an “integrated service” approach rather than the approach of procuring solution components (such as

hardware, networking equipment, application, capacity building services, etc.) in isolation from each other. Based on this approach, all solution components including hardware equipment and associated services would be “bundled” and a single Systems Integrator would be engaged by each State to offer the “bundle of services”. This “bundle of services” would include project planning and management services, application development and management services, hardware (computers, peripherals, etc.), networking equipment, site preparation and deployment, capacity building, change management, onsite handholding, and systems maintenance etc.

- e. States will be provided a Core Application Software which can be customized, configured and deployed at the States by the State Level System Integrator to meet the specific requirements of the State. The System Integrator will further build the functionality required to cater for the additional services at the State level.
- f. The implementation of CCTNS would play special emphasis on aspects that are critical towards making CCTNS a success. These factors include localizing the solution appropriately (providing for state-wise differences in carrying out police functions, local language support, etc.), capacity building, onsite handholding and change management.
- g. In order to ensure accountability of vendors in the implementation of CCTNS, release of payments to vendors would be linked to their performance, which would be measured through their meeting the deployment milestones on time and within budget, adherence to pre-determined Service Level Agreements (SLA) and the performance of the system meeting pre-determined SLA.

ARTICLE 2

GOVERNANCE OF THE CCTNS PROJECT

- 2.1 MHA and GOXX agree to have a multi-tier governance structure for guidance, supervision and management of day-to-day operations of CCTNS implementation. CCTNS Governance Structure at the State level would be in conformance with the guidelines provided by MHA.
- 2.2 The Governance Structure at MHA would include NCRB (the central nodal agency that would manage and coordinate CCTNS on behalf of MHA), the “Project Monitoring and Review Committee” chaired by the Home Secretary, GOI, the “Empowered Committee” that would be chaired by Additional Secretary (CS), GOI and a Mission Team led by Joint Secretary (CS), GOI. The above committees have already been constituted with appropriate representation from Department of Information Technology (DIT), NCRB, subject matter experts, National Informatics Centre (NIC) and other key stakeholders.
- 2.3 At the State level, the Governance Structure includes the “State Apex Committee” chaired by the State Chief Secretary, “State Empowered Committee” chaired by the State Director General of Police, the “State Mission Team” chaired by the CCTNS Nodal Officer and “District Mission Teams” chaired by the SP/SSP of the District. **GOXX** agrees to constitute the afore-mentioned State committees.

ARTICLE 3

RESPONSIBILITIES OF MHA UNDER THE MoU

- 3.1 **Responsibilities of MHA:** The MHA shall be responsible for the following activities required for the successful implementation of CCTNS:
 - a. Development of an overall strategy for achieving the objectives of the CCTNS and overseeing its implementation
 - b. Overseeing the Project formulation and implementation
 - c. Release of Funds in conformance to the scheme guidelines and this MoU and on satisfactory performance of implementation at the State / UT Level
 - d. Constituting institutional structures as per the Scheme, as modified/agreed from time to time for speedy decision-making, monitoring and review

- e.* Seek participation of State Governments and other Stakeholders, as necessary
- f.* Providing overall guidance, support and monitor NCRB in overseeing the implementation of CCTNS on behalf of MHA.
- g.* Direction and Guidance to State Governments and other agencies.
- h.* Monitoring and Evaluation of the Program
- i.* Further, MHA would carry out the following responsibilities through NCRB, the central nodal agency for CCTNS:
 - i.* Work closely with the Project Management Consultants of MHA, i.e. NISG to successfully implement the project.
 - ii.* Appointment of a Central Program Management Unit (CPMU) at NCRB as a capacity to effectively coordinate and support implementation of the CCTNS project
 - iii.* Provide overall implementation guidelines to States and support and assist States in planning and implementing CCTNS
 - iv.* Plan and monitor the nationwide implementation of the CCTNS program
 - v.* Provide the CCTNS Core Application Software (which would be customized, enhanced and deployed by States).
 - vi.* Provide specifications (where appropriate to ensure standardization),
 - vii.* Preparation of necessary Guidelines on Capacity Building and Change Management
 - viii.* Empanelment / Guidelines for Selection of State Level Program Management Consultant (SPMC) at each State / UT
 - ix.* Providing States with a model Request for Proposal (RFP) that States could customize and use in identifying a state level Systems Integrator to implement CCTNS.
 - x.* Ensuring Strategic control and ownership of CAS and CCTNS at the central level

ARTICLE 4

RESPONSIBILITIES OF GOXX UNDER THE MoU

- 4.1 State governments would hold the overall responsibility for the successful and time bound implementation of CCTNS within the States and its interface with the external agencies. To this extent, GOXX commits itself, agrees and assures to discharge the following responsibilities effectively by allocating the required manpower and resources and by taking appropriate policy and operational decisions in furtherance thereof:
- a.* Formation of CCTNS Governance Structure as per the guidelines provided by MHA within 30 days of the signing of the MoU.
 - b.* Identification of a “State Designated Agency” to act as a channel of receiving funds from MHA to States within 30 days of the signing of the MoU.
 - c.* Appointment of State Level Project Consultants to assist the State / UT in the implementation of the project within 45 days of the signing of the MoU
 - d.* Preparing the State Project plan for CCTNS implementation including preparation of the Detailed Project Report within 120 days of the signing of this MoU
 - e.* Preparing the Request for Proposal for selection of System Integrator at the State level for implementing within 150 days of the signing of this MoU
 - f.* To the extent possible provide for a continuity of officials involved in the implementation of the project in a time bound manner and accountability
 - g.* Identifying and defining local customization needs in CCTNS Core application provided by MHA.

- h.* Identifying points for horizontal expansion and identifying offices & the reports needed for higher formations (including MHA) under vertical integration, in consultation with MHA.
 - i.* Identification of a Systems Integrator (SI) at the State level who would implement CCTNS in the State as a bundled service.
 - j.* Ensure CCTNS implementation as per guidelines and service levels provided by MHA and according to the overall program plan. Towards this end, the State with the assistance of the Project Management Consultants prepare a baseline (as-is) service levels and proposed service levels as outcome indicators
 - k.* Take up yearly survey of actual service levels and analysis of its improvement over the baseline figure during the next 5 years and submit the same to MHA for outcome reporting
 - l.* Take up necessary changes to rules / process to allow use of Software as the primary information management system along with the banning of manual records following acceptance of the software solution
 - m.* Take up process reform, as necessary for effectively meeting the objectives and outcomes of the CCTNS Scheme
 - n.* Preparing Utilization Statements/ Progress Reports as per MHA guidelines and sharing the same with MHA and NCRB.
 - o.* Recommending to GOI for sanction of District Plans and disbursal of funds to State Government.
 - p.* Periodic inspection & physical checks.
 - q.* Dissemination of information to the public as appropriate.
 - r.* Creation of an asset register for inspection / sharing with NCRB for assets created under the scheme
 - s.* Create a separate bank account with the SDA for utilization of the CCTNS funds specifically earmarked for the project
 - t.* Bear any additional cost that are necessary for effective implementation of the project currently not envisaged / not provided in the CCTNS scheme
- 4.2 Further, GOXX agrees to provide MHA and NCRB access to the CCTNS data that MHA and NCRB require for the purposes of consolidation, analysis, reporting and the dissemination of appropriate information.
- 4.3 GOXX shall ensure that all the agencies participating in the CCTNS project shall extend the fullest cooperation to MHA, NCRB, the CCTNS committees at GOI level, Central Project Management Consultancy and CPMU and other agencies identified/appointed by MHA/NCRB in implementing CCTNS. This would include facilitating system study, providing access to senior officers and subject matter experts for interviews and discussions, providing reasonable access to content and materials as per project requirements, etc. GOXX shall also ensure that the content so provided is always current/ real time and accurate, and designed to meet project requirements.
- 4.4 GOXX agrees to conform to the implementation guidelines provided by MHA and NCRB, specifically those with respect to bundling of services, SLAs, payment conditions and special conditions of contract to ensure the retention of Strategic Control with Government, from time to time in the interests of the successful implementation of CCTNS and also in view of the sensitivity and security requirements of the project.
- 4.5 GOXX would monitor and evaluate the CCTNS project with respect to the implementation plans made by the State as well as the overall plan made by MHA/NCRB and the Service and Performance standards specified by MHA and NCRB.
- 4.6 GOXX agrees to establish a State Program Management Unit (S-PMU) to support the implementation CCTNS in conformance to guidelines from MHA and NCRB. Such SPMU shall assist the State Governance Structure in overseeing CCTNS implementation and monitoring the evaluating the performance of the SI and the system. The SPMU shall be staffed by professionals as well as domain experts as may be required.
- 4.7 GOXX agrees to ensure the continuity of the Nodal officer appointed for handling the CCTNS and his team for a reasonable tenure in the interest of the project.

- 4.8 GOXX agrees for CCTNS to leverage the following to the extent possible:
- a.* State Data Center
 - b.* State Wide Area Network (SWAN)
 - c.* Any other Information & Communication Technology infrastructure created by the State Government and manpower resources

ARTICLE 5

MISCELLANEOUS

- 5.1 The proposed fund grant for CCTNS is meant for this specific project as approved by Ministry of Home Affairs (MHA) and shall be subject to the following conditions:
- a.* The grant amount shall be spent for the project for achieving the stated objectives & outcomes,
 - b.* In case the payments to implementation agencies are linked to implementation milestones and performance as deferred payouts, the grant amount may be allocated to States/UTs during the Plan period for deferred payments to the project implementation agencies,
 - c.* Any portion of the grant that is not ultimately required for expenditure for the approved purposes shall be utilized as per the direction issued by MHA in this regard or duly surrendered to MHA in time
 - d.* Any interest earned on the funds provided by MHA will be used for the purpose of the CCTNS Scheme
- 5.2 The State Designated Agency (SDA) shall open a separate CCTNS Project bank account in a Scheduled Bank and intimate to MHA the account details. MHA will directly transfer the funds to the designated account. If it is found expedient to keep a part or whole of the grant in a bank account earning interest, the interest, thus earned should be reported to the MHA. The interest so earned will be treated as a credit to the grantee to be adjusted towards future installment of the grant. Any interest accrued to the said account would have to be utilized for the purpose of the said Scheme and no diversion of the same would be allowed;
- 5.3 GOXX shall maintain an audited record in the form of a register in the prescribed Performa for permanent, semi-permanent assets acquired solely or mainly out of MHA grant;
- 5.4 The assets referred to in (5.3) above will be property of State Police Department and should not, without prior sanction of MHA, be disposed off or encumbered or utilized for purposes other than those for which the grant has been sanctioned. By signing this MoU an undertaking has been given by the GOXX that they agree to be governed by these conditions;
- 5.5 GOXX shall send to the MHA at the end of each financial quarter/ year as well as at the time of seeking further installments of the grant a list of assets referred to in (5.3) above;
- 5.6 GOXX shall submit quarterly progress report & utilization statements covering the progress made on all aspects of the project including expenditure incurred on various approved items during the period; In case GOXX fails to submit the report, further grant may be withheld till such submission.
- 5.7 GOXX shall render an audited statement of accounts to MHA through the State Police Department;
- 5.8 The audited statement of accounts relating to grants given during financial year together with the comments of the auditor regarding the observance of the conditions governing the grant should be forwarded to MHA within six months following the end of the relevant financial year;
- 5.9 The utilization of grant for the intended purposes will be looked into by the Auditor of GOXX according to the directives issued by GOI at the instance of the Comptroller and Auditor General and the specific mention about it will be made in the audit report;
- 5.10 MHA or its nominee/s will have the right of access to the books and accounts of the State Designated Agency for which a reasonable prior notice would be given; MHA reserves the right to get a third party audit into the CCTNS project expenditure.

- 5.11 Application by GOXX for any other financial assistance or receipt of grant/ loan from any other Agency/ Ministry/ Department for this project should be with the express knowledge of MHA.
- 5.12 GOXX is not allowed to either entrust the responsibility of implementation or to divert the grant-in-aid received from MHA, to any other institution(s), other than that identified/ selected for the implementation of CCTNS.
- 5.13 GOXX will first make all efforts to protect intellectual property generated out of the project. It will examine IPR protection issues in consultation with the IPR cell, MHA/DIT to file patents, register the copyrights, etc. before making it public by publishing in the technical journals and books, presenting findings in conferences, etc. The parties agree that all rights, interests, know how, and title generated in relation to the project shall jointly vest with the GOXX and MHA. Either party may use the IP outside the scope of this MoU and/or make derivative works or enhancements based on the IP after obtaining the written approval from the MHA.
- 5.14 MHA shall consider any further Central assistance under CCTNS only if the implementation guidelines including timelines, milestones, service levels, etc. are adhered to and utilization certificates for previous releases of grant are duly furnished to MHA, as per the CCTNS guidelines.
- 5.15 GOXX agrees to follow the guidelines and benchmarks issued by MHA from time to time as well as any subsequent directions / advice issued by MHA on the e-Governance in Police during the tenure of the project.
- 5.16 Utilization of funds and performance of the States/UTs will be monitored by committees formed under MHA and State Governments.
- 5.17 That the MHA or any agency nominated by it may undertake site visits to ascertain the progress of the work which will be duly assisted by the State Government.
- 5.18 In case of inordinate delay in submitting due utilization certificate/s by the State or if State fails to show the progress as per agreed milestones, MHA may recover the funded amount.
- 5.19 The GOXX shall submit the completion report in the proforma prescribed by MHA at the end of the project.
- 5.20 In case of any breach of terms and conditions of the CCTNS, MHA is entitled to withhold subsequent installments of grant.
- 5.21 In the event of any one or more of the provisions contained in this MoU being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this MoU become invalid, illegal or unenforceable in any respects under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired.
- 5.22 This MoU supersedes all prior understandings, if any, between the Parties concerning the subject hereof.
- 5.23 No amendments to the MoU shall be valid unless executed in writing and signed by both Parties.
- 5.24 In case of any disputes or claims on any matter, related to the project or during the course of its implementation arising under this MoU or out or in connection with the execution, interpretation, performance, or non-performance of this MoU or any or all of the foregoing, the decision of Union Home Secretary, MHA, Government of India shall be final and binding.

IN WITNESS WHEREOF the Parties hereto have carefully gone through the contents of the Memorandum of Understanding (MoU) and have signed and put their seals on the aforesaid MoU and agreed to abide by the terms and conditions as laid down therein in totality have signed this MoU as of the day and year first above written.

Signatories

1. For Government of India through Ministry of Home Affairs
2. For Government of the State of -----, represented by -----

Witness

1. _____
2. _____