Draft

Memorandum of Understanding

This Memorandum of understanding (MoU) is drawn on the ………………… day of …………..2015, between:

Ministry of Home Affairs, Government of India, (hereinafter referred to as **"MHA"),** of the **FIRST PART represented by** ………………………;

AND

Government of 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 is setting up Nationwide Emergency Response System (NERS) to improve the emergency response mechanism in the country.

B. MHA and GoXX agree to implement NERS as per the guidelines shared by MHA.

C. 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 emergency response system called NERS.

NOW THEREFORE THE PARTIES HERETO AGREE AS UNDER:

ARTICLE 1

SCOPE OF MoU

1.1.   Ministry of Home Affairs (MHA) has envisioned establishment of a National Emergency Response System (NERS) comprising of an integrated Computer Aided Dispatch (CAD) platform under the aegis of Nirbhaya Fund, for supporting Geographical Information System (GIS) Based Call Taking and Global Positioning System (GPS) based Police vehicle dispatch function that will help in improving the response time to various incidents including women related distress calls. The system will be implemented across India with at least 36 Call Centres, one in each State/UT. The Department of Telecommunications has already allocated the emergency number '112' to be used for this purpose. MHA would engage an IT Service Provider (ITSP) and CAD Service Provider (CAD-SP) to implement this project.

1.2.   The **Objectives** of the **Nationwide Emergency Response System (NERS)** project are:

1.2.1.   Providing single emergency response number across the country for emergency response.

1.2.2.   Providing 24 Hours and 7 Days (24x7) efficient and effective response system which can receive inputs from various voice and data services such as call, SMS, email, Internet of Things, panic buttons in public transport etc. to attend to women in distress and other emergencies.

1.2.3.   Identification of location of person in distress connecting through voice or data with the central NERS system

1.2.4.   To station GPS- fitted vehicles, 4 and 2 Wheelers at strategic locations.

1.2.5.   GPS enabled system to locate nearest vehicle to the incident site.

1.2.6.   Automated response system for timely dispatch of field resources (e.g. police) to the incident location.

1.2.7.   To acquire ability to analyse trends of emergency calls

1.2.8.   Integration with Government applications such as App store, Himmat, mysecurity.gov.in and also an open platform to register and interface any mobile application made by individuals, companies, NGO, students etc.

1.2.9.   Integration with existing Dial 100, Dial 108 and other emergency response systems.

1.3.   The Implementation strategy of this project has the following salient features:

1.3.1.   NERS is implemented in coordination with State/UT.

1.3.2.   Appropriate Governance mechanism would be created to enable successful implementation

1.3.3.   In order to ensure the accountability and performance from IT service provider (ITSP), service levels are built in the contract and appropriate penalties would also be levied. Single IT service provider would be engaged to implement the project nationwide.

1.3.4.   State/UT would be responsible for providing the manpower to operationalise the system 24*7 and to provide the civil infrastructure for call centre.

1.3.5.   IT service provider will supply, commission, implement the IT components as per contract conditions in consultation with MHA, take the inputs of the State/UT and will also provide the IT manpower for operation and maintenance of the system.

1.3.6.   ITSP would cater to the needs of State/UT while customizing the system for its deployment in the State/UT.

1.3.7.   In order to ensure accountability of ITSP in implementation of NERS, release of payments is linked to their performance, which is measured by timely completion of milestones, adherence to pre-defined Service Level Agreements (SLA) and the performance of the system.

ARTICLE 2
GOVERNANCE OF NERS 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 NERS implementation. NERS Governance Structure at the State/UT level would be in conformance with guidelines provided by MHA.

2.2   The Governance Structure at MHA would have Empowered Committee chaired by the Home Secretary, GOI and Steering Committee led by Joint Secretary (CS), GOI. The above committees have already been constituted with appropriate representation from subject matter experts and other stakeholders.

2.3   At the state/UT level, the Governance Structure should include the "State/UT Apex Committee" chaired by the Chief Secretary, "State/UT Steering Committee" chaired by the Director General of Police and "District Mission Committee" chaired by the District Collector/SSP of the district. GOXX agrees to constitute the afore-mentioned State/UT committees.

2.4   The detail of the proposed structure of the committees is provided in the guidelines of NERS.

ARTICLE 3

<u>RESPONSIBILITIES OF MHA UNDER MoU</u>

3.1   Development of overall strategy for achieving the objectives of the NERS and overseeing implementation

3.2   Constituting institutional structures, as   modified/agreed from time to time for speedy decision-making, monitoring and review

3.3   Seek participation of State/UT Governments and other stakeholders, as necessary

3.4   Guidance to State/UT and other agencies

3.5   Engage ITSP and CAD SP to implement the programme and manage their contracts.

3.6   Monitoring and Evaluation of the program

3.7   Further, MHA would carry out the following responsibilities as central nodal agency for NERS:

3.7.1   Deploy ITSP and CAD-SP to implement the NERS at the State/UT level

3.7.2   Appointment of a Central Program Management Unit (CPMU) at MHA to effectively coordinate and support implementation of NERS project.

3.7.3   Provide overall implementation guidelines to the State/UT and support & assist the State/UT in planning and implementing the NERS

3.7.4   Plan and monitor the nationwide implementation of the NERS program

3.7.5   Undertake regular forecasting exercise in consultation with the state/UT to assess the growth in call volume and plan for provisioning of additional hardware and software accordingly

3.7.6   Provide IT hardware and core application software for the NERS. Core application would be customized, enhanced and deployed in the State/UT as per usage, call volume and requirement of the State/UT. The requirement would be assessed by each State/UT and approved by the MHA.

3.7.7   Provide the NERS network connectivity at the State/UT level, as per the technical requirement.

3.7.8   Provide inbound and outbound PRI connectivity to State/UT and SMS facilities to receive and respond to emergency messages. The same shall be provided as per requirement so that all calls and SMS are attended to.

3.7.9   Provide Mobile data terminal devices to be fitted in the State/UT vehicles. Provide specification to ensure standardization, wherever required.

3.7.10 Provide operation and maintenance support on deployed IT infrastructure at the State/UT level

3.7.11 Take up a nationwide campaign to educate people about the key features of the NERS and how they can access the services

ARTICLE 4
RESPONSIBILITY OF GOXX UNDER MoU

4.1   The GoXX will hold the responsibilities for the successful and time bound implementation of NERS within the State/UT and its interface with the external agencies. To the extent, the 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:

4.1.1   Formation of Governance Structure as per guidelines provided by the MHA with in 15 days of the siging of the MoU.

4.1.2   Provide for continuity of officials involved in the implementation of the project

4.1.3   Implementation of the project in a time bound manner and with accountability

4.1.4   Provide support for the implementaiton of the NERS to the ITSP and CAD-SP

4.1.5   Provide physical infrastructue like physical space, furniture, amenities etc. to setup a Public Safety Answering Point (PSAP/ call centre) as per the requirements to ensure that all calls are answered

4.1.6   Take up awareness campaign at the State/UT level aligned with the national campagin with respect to this system

4.1.7   Provide support in monitoring the entire system of the State/UT

4.1.8   Provide suggestion and support to integrate the NERS with other departments and services at the State/UT level

4.1.9   Take up necessary changes in rules/ processes to allow use of Software as a primary information management system along with manual recording system (if required), following acceptance of software solution

4.1.10 Provide manpower like call takers, senior call takers, dispatchers, center-in-charge etc. to operationlize the system (as per requirement)

4.1.11 Provide IT training support and soft skills training to the appointed manpower

4.1.12 State/UT will define its own System Operating Procedure (SOP) for the operation of the NERS

4.1.13 State/UT will be responsible to maintain the call center physical infrastructure including electricity, space rental, alternate power supply, furnishings, LAN cabling, lighting etc.

4.1.14 Provide vehicles (2 wheelers and 4 wheelers) in sufficient number for dispatch at distress caller location

4.1.15 Provide the mobile network connectivity like GSM SIM for MDT devices. Monthly cost of the SIM would be borne by the State/UT. GSM SIM for the MDT should have SMS capability as well.

4.1.16 Provide support to maintain the MDT devices fitted in the State/UT vehicles

4.1.17 The GIS map would be provided by the ITSP. However any new point of interest would have to be populated by the State/UT. State/UT would provide Manpower to collect the GIS data at field level for new locations. Geofencing would have to be done by the State/UT with assistance from the ITSP

4.1.18   MDT devices should be brought to the District level in case of any change or repair required in them

4.1.19   GOXX will continuously make forecasts for number of calls likely to be received by the State/UT PSAPs in the subsequent month and alert the MHA so that provisioning of additional hardware and software if required is done in time. Similarly GOXX undertakes to provide for additional manpower including sitting space and training of call takers/supervisors.

4.1.20   GOXX agrees to the technical architecture of hosting the data at the central system.

4.2   GOXX agrees to conform to the implementation guidelines provided by the MHA as well as subsequent guidelines, in the interest of the successful implementation of the NERS.

4.3   GOXX will ensure quality of service at the call centre/ PSAP as well as in the field through regular monitoring and audit.

4.4   GOXX agrees to ensure the conitnuity of the Nodal officer appointed for handling the NERS and his team for a reasonable tenure for better delivery of services to the people in distress.

4.5   GOXX would provide access as and when required, for a third party audit into the NERS project, as directed by the MHA. This audit can include people, process and technology. GOXX would be required to submit action plan on the audit findings and periodic action taken report on the same to the MHA.

4.6   The GOXX shall provide go-live intimation to the MHA

4.7   GOXX shall bear the additional project management cost that it may deploy for its assistance.

ARTICLE 5

MISCELLANEOUS

5.1   No amendements to the MoU shall be valid unless executed in writing and signed by both parties

5.2   In case of any dispute or claim on any matter, related to the project or during the course of its implementation arising under MoU or in connection with the execution, interpretation, performance , or non- performance of this MoU or any or all of the foregoing , the decision of the Union Home Seceratry, MHA, Government of India shall be final and binding.

5.3   In case of multiple PSAP in a State/UT, the State/UT should submit a proposal to the MHA clearly mentioning the reason and support required. While MHA will provide the hardware and software and the required connectivity if approvd by the Empowered Committee for additional PSAP. All other costs would be borne by the State/UT.

5.4   To begin with, only Police services are to be provided. However other services may get intergrated in this project later as the emergency number '112' will be used for all other emergency services gradually. MHA and State/ UT will work together for integration of such other emergency services as per mutually agreed timeline.

5.5   The State/UT would follow the implementation guidelines issued by the MHA. These guidelines may be changed in consultation with States/UTs.

IN WITNESS WHEREOF the Parties hereto have carefully gone through the contents of Memorendum 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 Affaris

2. For Government of the State/UT of ………………………, represented by ……………………

Witness

1. …………………………………………………………………

2. …………………………………………………………………...