

MEMORANDUM OF UNDERSTANDING

Between

MINISTRY OF RAILWAYS

And

NATIONAL INSTITUTE OF DESIGN

For Setting Up Of

RAILWAY DESIGN CENTRE

At

N.I.D., AHMEDABAD

Friday, The 10th April, 2015

New Delhi

This Memorandum of Understanding ('MOU') is entered into on this 10th day of April, 2015 between –

Government of India, Ministry of Railways (Railway Board), having its office at New Delhi (hereinafter referred to as "RB") on the First Part

AND

The National Institute of Design (hereinafter referred to as "NID"), an autonomous Institute, established in 1961 under the aegis of the Department of Industrial Policy & Promotion, Ministry of Commerce & Industry, Government of India for providing world class design education, training and applied research on the Second Part

For setting up of 'Railway Design Centre' at NID, Ahmedabad campus.

NID is an autonomous National Institution for design education at undergraduate and postgraduate levels, advanced training, design research and integrated design services. NID has since gained international recognition as one of the foremost institutions in the field of design and as a catalyst for design intervention and application in Indian industry at all levels. NID is a multi-campus Institute, having its main campus in Ahmedabad, PG Campus in Gandhinagar and R&D Campus at Bengaluru.

The Institute is recognized as a Scientific and Industrial Research Organisation by the Department of Science & Technology, Government of India. It also undertakes outreach, consultancy and industry programmes & projects.

RB and NID are hereinafter individually referred to as "Party" or collectively as "Parties," as per the context.

WHEREAS, the Party on the First Part is engaged in management of the affairs of transportation of Passenger and Freight, by Indian Railways.

WHEREAS, the Party on the Second Part is engaged in education at both undergraduate and postgraduate levels under its five faculties covering 18 specific design disciplines. NID also engages in research, consultancy and outreach activities.

WHEREAS, the Parties wish to explore the possibilities of collaboration in all aspects of design that may be relevant to Indian Railways and NID.

The Context Of MOU

This MOU aims at collaboration between RB and NID in all fields of design relevant to rail transport and allied activities, with a view to design, research & develop, innovate design ideas and reinforce the best design practices in transportation design for the Indian Railways with participation of young designers, design service providers, design researchers and design professionals & practitioners under RB-NID Design Innovation Centre umbrella for the benefit of stakeholders at large of the Indian Railway utility services across the country.

Now therefore, it is hereby agreed between the parties as follows :

Part A :

1. NID shall set up a 'Railway Design Centre' on its campus, which shall be dedicated to addressing design related issues and challenges of Indian Railways.

2. Ministry of Railways shall release an endowment fund of Rs. 10 crore (Rupees Ten crore only) towards setting up and running the 'Railway Design Centre'. The same shall be deposited by NID as a corpus in a nationalized bank.

3. The interest accrued from the corpus shall be utilised for the activities of the Centre, which inter alia, include expenses of setting up of the Centre, salaries, remuneration, travel and other facilities of the RDC staff, establishment & related miscellaneous expenses, expenses on materials & services procured for the working of the Centre, fees & expenses of professionals/experts hired for specific activities of the Centre, Design Research & Innovation Chair/Fellowship holders, stipend & expenses related to Student Class Room and Student Diploma Projects. In respect of all these expenses, necessary procedures/processes as per norms, systems and practices prevalent at NID from time to time shall be followed.

   NID shall be employer of the staff employed for RDC. The staff shall have no right for Railway employment by way of principal employer. This clause shall be specifically incorporated in the employment contract of all the employees of RDC.

4. This MoU is executed between the parties for pursuing and furthering collaborative design activities, which may include:

(1) Identification and conceptualization of design opportunities where co-operation is feasible. The possible areas of Railway Functioning for collaboration may be –

(a) <u>Improvement in Station Area</u> –

(i) Colour scheme of the station building, platform shelter, FOBs, adjoining fencing etc.
(ii) Station Name Boards
(iii) Signage and Display Boards
(iv) Efficient Coach Watering System for speedy filling of coach tanks and to avoid wastage of water
(v) Ergonomic Seating Design on the platform and waiting hall
(vi) Toilets on the platform, stations and in waiting hall
(vii) Garbage disposal & Dustbins on platforms & stations
(viii) "May I Help You" Kiosk
(ix) Vending Kiosks (static & mobile) on the platform w.r.t. optimum utilization, aesthetics, durability, maintainability & modularity
(x) Ticketing Kiosks
(xi) Circulating Area design including Entry / Exit of stations and parking
(xii) Ramps for Physically Challenged passengers
(xiii) Planning for location of Escalator
(xiv) Rain Water Harvesting System for stations (of different types and sizes)
(xv) Methods/Measures to De-clutter the station premises
(xvi) Roof of station buildings which does not become night shelter for pigeons, affecting cleanliness
(xvii) Recycling of Water in stations
(xviii) Water Supply, Drinking Water Booths at platforms
(xix) Waste Management System and Cleaning of stations
(xx) Mobile & Laptop Charging Points at stations
(xxi) Platform Coverings
(xxii) Foot Over Bridge

(b) Coaches including –

(i) Coach Layouts

(ii) Exterior and Interior Colour Schemes

(iii) Interior Paneling of Coaches

(iv) Seat and Berth Design, particularly the side lower seat (without any ladder for climbing the upper berth)

(v) Improved Ladders for all classes upper berths passengers

(vi) Toilet Fittings & their layout

(vii) Luggage Storage in coaches

(viii) Service Counters, Storage &Handling of food, Mini Pantry inside coaches

(ix) Development of Fire Worthy coaches

(x) Development of Disabled Friendly Layouts of coaches

(xi) Development of Layouts inside Pantry Cars

(xii) Interior Design of Mini Pantry

(xiii) Improvement to Interior of EMU/MEMU including design of collapsible seats

(xiv) Grab Handle Design

(xv) Suitable Design of Foot Step for EMU

(xvi) Design of Double Decker Suburban Coaches

(c) Lighting & Air-Conditioning issues –

(i) Lighting Arrangement

(ii) Reading Light

(iii) Electrical Panel Layout review

(iv) Infotainment System

(v) Individual Temperature Control in each cabin

(vi) Touch Screen Control in Electrical Panel

(vii) Interior design of AC Ducting

(d) Signal & Telecom related and Passenger Amenity issues–

(i) Public Announcement System including its fitment & locations

(ii) Tower Clock and other Digital Clock

(iii) Train Indication & Public Address VDU design

(iv) Panel Room, Relay Rooms, Battery Room including Ergonomic Control panel & Block interface/Panel designs

(e) Online Services – user friendly design of IR's websites

(f) Freight Service System etc.

(g) Miscellaneous Items – Design of Improved Working Tools for Track Maintainers, light weight Inspection Trolley

(h) Capacity Building – By virtue of its position of eminence, the NID would lead IR towards enhanced vision and learning for Design Studies and Aesthetics especially relevant for Indian Railways and publish in Annual Journal, bringing out the best practices, innovations & improvisations to benefit the passengers & rail users and other rail travel related areas.

(i) Outreach Issue – By virtue of RDSO being part of 'RDC Monitoring Committee' (RDCMC), an offsite facility of NID within RDSO campus will, subsequently, be made operative for greater collaboration and co-operative efforts. Some of the design ideas relating to station architecture, coach interiors, platforms and circulating areas can be physically demonstrated/exhibited at Manaknagar station (Railway Station for RDSO) for greater outreach & visibility and for direct access to innovative design ideas for benefit to Indian Railways.

(j) Environmental Concerns and Thrust Areas – Ministry of Railways is concerned about its ecological and environmental footprint as lot of its activities can contribute towards protecting the environment or limiting the damage caused by train operations. The NID would, therefore, specially suggest such concepts & design ideas which have a direct positive benefit for environment issues including earning carbon credits, related to rail travel & train movements or reducing fossil fuel consumption, waste management etc.

(k) Public Relation Issues –

(i) Designing of Indian Railways Logo

(ii) Designing of stamps/coins on IR for special occasions

(iii) Designing of Railway Exhibition Stalls

(iv) Designing of advertisement, print material, brochure, pamphlet, souvenir, memento etc.

(2) Converting the above into projects that can be undertaken in various modes, such as :

- ✓ Student projects under NID's multidisciplinary academic structure
- ✓ Research projects led by faculty
- ✓ Prototyping of concepts, wherever possible

5. The tasks mentioned above may not be exhaustive and may be extended by mutual agreement of the parties. Such agreements shall form part of this MOU.

6. An **RDC Monitoring Committee** (**RDCMC**) will be set up to identify proposed areas of design intervention and application for the Railways, frame guidelines for the operation & management of the RDC including approval & annual allocation of funds for taking up various design research, development and design consultancy activities.

The RDC Monitoring Committee shall be co-headed by the Director/NID and Executive Director/Civil Engg.(G)/RB alongwith four senior officers {ED(E&R), ED/PM and EDF(X)-I from Railway Board and ED/Research from Research Designs & Standards Organisation (RDSO)/Lucknow}, nominated by Railway Board and two senior faculty members from NID/ Ahmedabad, nominated by Director/NID. Projects to be taken up by the 'Railway Design Centre' will be coordinated by the concerned Executive Director of RDSO/Lucknow on behalf of Ministry of Railways, as and when required.

The 'RDCMC' shall identify at least four collaborative design exercises in terms of RB's organization priorities, out of which at least two design prototypes may emerge each year from the RDC. These design prototypes shall be presented through a presentation for approval and concept implementation.

The 'RDCMC' shall meet once in six months or more often, if required to review the performance of the Centre, progress of the projects in line with aims & objectives set out in this MOU.

7. Annual Plans of the RDC shall be limited to the budget outlay of the interest earned during that financial year. In case of unspent balance at the end of the financial year, the same shall be ploughed back to the corpus.

Part B :

8. For operational purposes, this MoU, finalised by the Committee, specifically set up by Railway Board vide its order no. ERB-I/2012/23/46, New Delhi, dated 29.10.2012, shall act as a single window of clearance for NID to liaise through RDC Monitoring Committee (RDCMC) and with all other relevant departments/sections/organizations of Indian Railways, without having to enter into a separate agreement with each entity.

9. Specific projects identified by both parties may need advanced professional services to translate the idea or concept into a working prototype that may have potential for mass production or commercialization. In such instances, these projects shall be routed through RDCMC, for which a separate project agreement including budget, timeline and deliverables shall be framed jointly by NID Faculty and Project Coordinator at RDSO/Lucknow.

   The approved prototype can then be routed through the NID's Design Consultancy Services for a separate project agreement for a working commercial prototype as envisaged in the MOU.

10. This MOU is not intended to create legal obligations between the Parties and the binding contractual obligations will arise only upon execution of a definitive agreement addressing the subject matter of this MOU, which the parties intend to pursue in good faith.

11. Any and all notices hereunder shall be served by any Party to the other (i) by registered mail, return receipt requested to the addressed herein

below stated, or (ii) by Fax to the numbers herein below stated followed by a hard copy by way of mail or courier, or (iii) by electronic mail followed by a hard copy by way of mail or courier to the addresses herein below stated:

For Railway Board –

Executive Director,
Civil Engineering (G),
Ministry of Railways, Rail Bhawan, New Delhi – 110001.
Phone : +91 11 2304805
Fax : +91 11 23383379; Email : edceg@rb.railnet.gov.in

For National Institute of Design –

Attention : Activity Chairperson,
Research & Publications,
National Institute of Design,
Paldi, Ahmedabad - 380 007.
Phone : +91 79 2662 3692 (Extn. 1076)
Fax : +91 79 2662 1167; Email : research@nid.edu

12. **General** –

12.1 In respect of the interest earned out of the endowment fund/corpus and expenditure made for various activities of the 'RDC', the NID shall submit utilization certificates every year. In respect of interest earned and expenditure met out of the same, the NID shall keep separate ledger accounts and the same alongwith supporting documents shall be sent to Ministry of Railways, periodically as so desired and the same shall be open to audit by the nominated officials.

12.2 The corpus fund with unspent interest, if any, lying with the Centre after expiry of the MoU or discontinuation of the same as per Para 12.4, shall be refunded to Ministry of Railways.

12.3 Intellect Property Right (IPR) : Since IR is providing the corpus for the RDC and the targeted beneficiaries are rail users and rail travel related

infrastructure amenities; for any design concept, new product or process design produced as a result of this initiative; the Indian Railways shall hold exclusive rights for IPR in respect of all outcomes under this MoU. NID may, however, use the learning outcome for teaching/academic purposes only and not for any commercial use.

12.4 Arrangements under this MoU are intended to be in force for a period of 10 years from the date of release of endowment fund of Rs.10 crore, mentioned above and for such further period, as may be mutually agreed between RB and NID. However, both RB and NID may mutually agree to discontinue the arrangements under this MoU with six months intimation to each other. In such an event, all arrangements made under this MoU shall stand discontinued from the end of financial year following such a decision.

12.5 This MOU is not intended to constitute, create, give effect to or otherwise contemplate a joint venture, partnership or formal business entity of any kind and the rights and obligations of the parties shall not be construed as providing for sharing of profits or losses arising out of the efforts of either of the Parties, except as may be provided for in any future contract.

12.6 No party to this MOU is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this MOU to any third party except for its own use (i.e. only for academics by NID and for its own use under Ministry of Railways by RB), without the prior written agreement of the other Party to this MOU.

12.7 Each Party shall be solely responsible for its own actions, failures to act and for its own commitments and undertakings. None of the Parties shall present itself as the representative or agent of the other Party nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.

12.9 This Document contains the entire agreement between the Parties and supersedes any previous understanding, commitment or agreement, oral or written with respect to the subject matter thereof. No alteration or amendment to this MOU shall be effective unless in writing and signed by the Parties.

IN WITNESS WHEREOF, the authorised representatives of the parties have hereunto set their hands upon the date first above written.

For and on behalf of :
Government of India, Ministry of Railways
(Railway Board)

Signature : _____ 10/4/15
Name : Alok Kumar
Designation : Executive Director, Civil Engg.(G)
Date : 10.04.2015

Witness -

Signature : Anil Kumar 10/4/15
Name : Anil Kumar
Title : DCE (G) Rly. Bd.
Date : 10.04.2015

For and on behalf of :
National Institute of Design (NID)
{Ministry of Commerce & Industry}

Signature : _____
Name : Pradumyan Vyas
Designation : Director, NID
Date : 10.04.2015

Witness -

Signature : _____
Name : Marut Kumar
Title : Dy Dir. C E - I
Date : 10.04.2015

Signed In The Presence Of

Shri Suresh Prabhakar Prabhu, Hon'ble Minister of Railways

And

Smt. Nirmala Sitharaman, Hon'ble Minister of State *(Independent Charge)* for Commerce & Industry