

MEMORANDUM OF AGREEMENT

BETWEEN



INDIAN INSTITUTE OF TECHNOLOGY KANPUR
[IITK]

AND



INDIAN INSTITUTE OF TECHNOLOGY (INDIAN
SCHOOL OF MINES) DHANBAD [IIT(ISM) DHANBAD]

FOR

CENTRE FOR GANGA RIVER BASIN MANAGEMENT AND STUDIES
[CGANGA]

SUPPORTED BY

NATIONAL MISSION FOR CLEAN GANGA
MINISTRY OF JAL SHAKTI, NEW DELHI, INDIA



**Centre for Ganga River Basin
Management and Studies [cGanga]**
Transforming Ganga | Valuing Water



**Memorandum of Agreement
between Indian Institute of Technology Kanpur [IITK] and
Indian Institute of Technology (Indian School of Mines) Dhanbad
[IIT(ISM) Dhanbad]**

This Memorandum of Agreement (herein after referred to as MOA) is signed between the Indian Institute of Technology Kanpur (herein after referred to as IITK) as the Lead Institute (herein after also referred to as LI) of the **Centre for Ganga River Basin Management and Studies (cGanga)** having its registered office at IIT Kanpur, Kanpur 208016, UP India and **Indian Institute of Technology (Indian School of Mines) Dhanbad** [herein after referred to as IIT (ISM) Dhanbad] as a Member Institute (herein after also referred to as MI) having its registered office at Dhanbad, Jharkhand 826004.

In this MOA, "IITK" and "IIT (ISM) Dhanbad" are collectively referred to as the "Parties", and individually as a "Party", or "LI" for IITK, or "MI" for IIT (ISM) Dhanbad, as appropriate, wherever the context so requires.

WHEREAS

- I. LI has signed a Memorandum of Agreement with the Ministry of Jal Shakti (formerly Ministry of Water Resources, River Development and Ganga Rejuvenation) for establishment of Centre for Ganga River Basin Management and Studies (hereinafter referred to as cGanga).
- II. cGanga is mandated to lead the Consortium of Science and Technology Institutions (CSTI) within India and outside as per requirement, and interest and capabilities of the member institutes. The Consortium is to be dynamic where member institutes and associated professionals may change with time.
- III. The MI under CSTI shall nominate a senior level faculty member/scientist/ officer/ executive, as the case may be, as Institute Coordinator for the CSTI.

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This Memorandum of Agreement witnesses as follows:

1. Purpose of the Memorandum

- 1.1. The main purpose of this MOA is to facilitate the multi-institutional approach to achieve the mandate of cGanga and to set up understandings that lead to cooperation and coordination of activities within the scope of cGanga.
- 1.2. Where appropriate, the MI shall encourage its faculty members and researchers to develop and execute project proposals on the subject area and support activities which involve areas of broad co-operation including dynamic evolution of Ganga River Basin Management Plan (herein after referred to as GRBMP) prepared by Consortium of IITs, detailing of various Missions Reports of GRBMP and supporting the implementation of GRBMP through knowledge inputs.
- 1.3. Each MI should have a single point of contact with LI as its Institute Coordinator for all administrative and financial matters related to the execution of cGanga Projects.

2. Responsibility of the MI

- 2.1. The MI shall develop separate implementing agreements or arrangements with LI, or other MIs if necessary, to support any agreed specific collaborative activities (cGanga Projects) under the purview of this MOA.
- 2.2. This MOA will enable the MI to act in conformity with their internal rules.
- 2.3. The MI shall be responsible for:
 - 2.3.1. Management and coordination of activities, which will be referred as cGanga at MI, under the auspices of this MOA.
 - 2.3.2. Designation of appropriate officials to manage and coordinate joint activities.
 - 2.3.3. Where required and possible, provision of exchange of necessary facilities/services within institute and with LI and other MIs to facilitate the project activities.
- 2.4. Notwithstanding any other provision of this MOA, all activities under this MOA will be conducted in accordance with, and are subject to, all applicable laws and to all executive orders, guidelines and policies related to the subject matters of cGanga by the Ministry of Jal Shakti or any other Ministry of the Government of India (herein after referred to as Sponsoring Agency) which deals with or will deal with subject matters related to cGanga.

3. Financial Arrangements

- 3.1. Funds as mentioned in respective Implementing Agreement will be released by LI to the MI as "Grant".
- 3.2. All funds released by the LI shall be kept in the "Mother Project" at the MI.

- 3.3.** The expenditure of “sub/daughter” projects shall be charged to the Mother Project after consolidation regularly at the end of certain periods (monthly, quarterly, half yearly, etc.) as may be decided by MI and communicated to LI.
- 3.4.** Expenditure Statement for each daughter/sub project and Utilization Certificate of Mother Project shall be submitted by the MI to the LI for every financial year within 30 days after the end of the financial year and as may be required by the Sponsoring Agency.
- 3.5.** Interest earned, if any, will be appropriately accounted and shown in the Utilization Certificate for each financial year by the MI, and any unutilized amount shall be returned to the LI within 30 days of closure of all daughter/sub projects to cGanga by the MI.

4. Implementing Agreements or Arrangements

- 4.1.** Details of specific projects undertaken to implement the collaborative activities identified including tasks, responsibilities, milestones, deliverables, resources, financials and related conditions will be worked out by the Parties and any other cooperating/ implementing entities/agencies as deemed appropriate and will be embodied as Implementing Agreements or Arrangements under this MOA. This MOA shall govern all such Implementing Agreements or Arrangements unless expressly stated otherwise. Projects established under this MOA will be coordinated through the heads of the two Parties or their designees. Coordinators and working groups may be appointed by mutual consent of the Parties, as required, to consider and act on matters related to the implementation of this MOA.
- 4.2.** Dr Vinod Tare, Professor, Department of Civil Engineering and Founding Head, cGanga will execute the responsibilities mentioned in this MOA on behalf of LI (cGanga at IIT Kanpur).
- 4.3.** The Director, Indian Institute of Technology (ISM) Dhanbad or his designee will execute the responsibilities mentioned in this MOA on behalf of the MI (cGanga at MI).
- 4.4.** Periodic reports on the progress towards achieving the purpose of the MOA, including status reports on each of the projects undertaken shall be submitted to the LI by the MI. Such reports should outline future activity areas, represent proceedings of working groups, seminars or meetings and document the progress and results of various projects by the MI under this MOA.

5. Data/Information Exchange

- 5.1.** Each Party shall provide the other Party necessary project specific information, data and other documents for successful achievements of the objectives of this MOA. Information that may be exchanged under the auspices of this MOA may include information that is intended to acquaint the Parties, to identify common interests, and other such matters as may be necessary to properly define the appropriate level of

cooperation between the Parties. In addition to the exchange of reports and other documents, such exchange of information may include workshops and other collaborative sessions that focus on research outcomes and the planning of collaborative activities.

- 5.2.** Any data/information collected/generated by MI on behalf of cGanga or to carry out any activity or any daughter/sub project shall be made available to the LI in original/digital form.
- 5.3.** Each Party will use the information provided to it only for the purpose intended and will give all possible protection to information, data and products of a confidential nature provided by the other Party. The details will be included in the specific implementation agreements, but at a minimum, this protection will include the same protection, which a Party accords its own information, data and products.
- 5.4.** The application or use of any information exchanged or transferred between Parties under this MOA will be the responsibility of the receiving Parties. The supplying Party does not guarantee the sufficiency and appropriateness of such information for any particular application.
- 5.5.** Each Party will retain the right to release public information regarding its own activities under this MOA. In cases where the activities of the other Party are also concerned, prior consultation shall be undertaken for releasing any public information.

6. Intellectual Property Rights

- 6.1.** The treatment of intellectual property created in the course of collaborative activities under this MOA and relevant funding terms shall conform to the existing policies of the Parties and as may be agreed by the Parties separately for each project executed under this MOA.

7. Confidentiality

- 7.1.** The Parties agree that all information or discussions relating to this Memorandum of Agreement, the fields of research or to the business affairs of the other Party which are of a confidential nature or which ought reasonably to be considered confidential ("Confidential Information"), shall not be disclosed by a Party to any third party without the prior written consent of the other Party.
- 7.2.** Neither Party shall disclose or use any Confidential Information without the other Party's prior written permission. These obligations of confidentiality and non-use shall not apply to any information: (i) that it was lawfully in the receiving Party's possession before being disclosed to it by the disclosing Party; (ii) that lawfully enters the public domain; (iii) that was independently developed by the receiving Party without reference to the Confidential Information received from the disclosing Party; or (iv) which is required to be disclosed by law.

7.3. Both the Parties must ensure that their respective agents, employees and research partners who receive, or may receive, Confidential Information, are aware of, and are bound by, these confidentiality provisions.

8. Disputes

8.1. Any disputes regarding interpretation or implementation of this MOA or its associated implementing agreements or arrangements will be resolved through mutual discussion by Heads of the Institutions of Parties.

9. Entry into Force and Term

9.1. Unless superseded by virtue of the Parties having entered into a subsequent implementation agreement, the MOA shall be effective from the date of signing of this MOA and shall remain in force for five calendar years. Thereafter, it may be renewed for any additional period as per mutual agreement in writing.

9.2. Either Party, upon ninety days written notice to the other Party in advance, may terminate this MOA at any time.

9.3. Unless otherwise agreed, termination or expiration of the MOA shall not affect the validity, terms and conditions, or duration of projects or programmes under this MOA that have been initiated prior to such termination.

10. Amendments

10.1. This MOA may be amended or extended by mutual agreement of the Parties. All such amendments/ extensions shall be in writing and signed by both the Parties. All amendments/ modifications/additions agreed upon by the Parties shall become part of this Agreement from the date of its signing by the Parties.

Signatures

In witness whereof the Parties hereto have caused this agreement in duplicate to be executed hereunto set their respective hands on (Date:).

Party 1: Lead Institute
Indian Institute of Technology Kanpur

Signed



Prof A R Harish
Dean, Research and Development
Indian Institute of Technology Kanpur
KANPUR – 208016, INDIA

Party 2: Member Institute
Indian Institute of Technology (ISM) Dhanbad

Signed

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Professor Shalivahan
Dean, Research and Development
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