

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

NATIONAL INSTITUTE OF HYDROLOGY,
ROORKEE



&

NEHRU GRAM BHARATI
(DEEMED TO BE UNIVERSITY)
PRAYAGRAJ, UTTAR PRADESH



MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (here in after called as the 'MOU') is entered into on this the 02th June, 2023.

BETWEEN

National Institute of Hydrology, Roorkee, a Society of Govt. of India, registered under the Indian Societies Registration Act XXI of 1860 under the Department of Water Resources, River Development and Ganga Rejuvenation, Ministry of Jal Shakti, having its Headquarters at Roorkee was founded on 16 December, 1978. It is a premier research organization engaged in basic, applied and strategic research, and consultancy in the field of Hydrology, Water Resources Development and Management (hereinafter referred to as “**First Party**”).

AND

Nehru Gram Bharati (Deemed to be University) occupies an esteemed place among the rural universities of India for over decades now. Established on 27th June 2008 through MHRD notified vide its gazette Notification no. F.9-42/2005-43(A) dated as 27th June 2008 bestowing the Deemed to be University status to Nehru Gram Bharati. It is one of the promising institutes in the State of Uttar Pradesh situated at the bank of river Ganges. It was basically conceived by our 1st Prime Minister of India, Late Pt. Jawahar Lal Nehru, who laid the foundation stone of Nehru Gram Bharati on 26th July 1962 in the village of Rishi Durvasha Ashram, Kotwa-Jamunipur, Dubawal Complex of his Phulpur constituency in Allahabad District. His dream was translated into reality by Sri J.N. Mishra, who had a clear vision and dedication to the cause of upliftment of rural masses through education. The University is composed of six campuses encircling approximately 76 acres of land spread over within a radius of about 5 Kilometers. The campuses are lush green having Administrative Office, Central Library, Faculty of Teacher Education, Arts, Science & Commerce, which offers various UG and PG courses (hereinafter referred as “**Second Party**”).

(First Party and Second Party are hereinafter jointly referred to as ‘Parties’ and individually as ‘Party’)

WHEREAS:

- A) The Parties believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- B) The Parties intent to cooperate and focus their efforts on cooperation **within areas of Ecological & Environmental Research, Education Communication and Training in water pollution prevention, control, and treatment.**
- C) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION/ OBJECTIVE

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party cooperation will facilitate effective utilization of the intellectual capabilities of both the parties providing significant inputs to them in developing suitable teaching/training systems, and joint publications, keeping in mind the needs of the parties.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is

reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MoU

Both parties agree to establish a program for academic and research cooperation in **the area of Environmental Research (water pollution prevention, control, and treatment)** in accordance with mutual interest with terms and conditions set forth in this memorandum of understanding (MoU). Both Parties agree for the following collaborations in the **area of Environmental Research (water pollution prevention, control, and treatment)**.

- 2.1 Short-term student exchange programs (Up to 6 months as in case of M.Sc. Major Project or Thesis)
- 2.2 To jointly organize seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein
- 2.3 To jointly propose and engage in research or training programs sponsored by funding agencies, and to invite each other's faculty to participate therein
- 2.4 Joint supervision of doctoral students
- 2.5 Regular Scientists and Research student/Candidate working full time in an R&D Project at First Party may be registered for Ph.D. at Second Party as per the following terms:
 - 2.5.1 Under the extant Rules, the Project Fellows of First Party shall be treated as at par with the Project Fellows working in the Second

Party, for the purpose of Ph. D. registration at Second Party,

2.5.2 The officers/staff recommended by First Party will be considered for selection by Second Party as per its norms for Ph.D. registration.

2.5.3 The staff recommended by First Party, if selected, has to select a supervisor from the concerned department at Second Party as a joint supervisor and supervisor from First Party

2.5.4 Research student/Candidate registered in a particular department/center will be over and above the existing Second Party limit for the Ph.D. students in that department/center.

2.6 Exchange of scientific materials, publications, and information

2.7 Curriculum Design

2.8 Faculty development programs

2.9 Services and contractual research

CLAUSE 3: VALIDITY/DURATION, TERMINATION & AMENDMENT

3.1 This Agreement will be valid for five years until it is expressly terminated by either Party on mutually agreed terms.

3.2 Both Parties may terminate this MOU upon 6-month advance notice in writing. In the event of termination, both parties have to discharge their obligations.

3.3 No amendment or modification of this AGREEMENT shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment to this AGREEMENT. The amendment shall be effective from the date on which they are made / executed, unless otherwise agreed to.

3.4 Both Parties agree that detailed terms and conditions that guide each

activity identified above, if required, will be separately agreed upon by the two institutions by signing the implementing agreement for each activity. These terms shall include a description of proposed activity and financial arrangements.

- 3.5 The two parties agree that, in the event of research collaboration leading to patent rights, copyrights and other intellectual property rights, a further agreement must be negotiated in each case in accordance with the policies of the two parties on intellectual property.
- 3.6 Each institution shall appoint one member of its teaching/research faculty to coordinate the program on its behalf. The coordinator, thus appointed, will periodically review and identify ways to strengthen cooperation between the two institutions.
- 3.7 There is no financial commitment on the part of the Parties, to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately by a supplementary agreement.

CLAUSE 4: RELATIONSHIP BETWEEN THE PARTIES/USE OF NAME & LOGO

- 4.1 It is expressly agreed that Parties are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name and logo in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's

credit, or to extend credit on behalf of the other Party.

CLAUSE 5: CONFIDENTIALITY

The Parties, to the extent of their respective rights to do so, shall exchange such information and data as is reasonably required of each Party to perform its responsibilities under this Agreement. Each Party agrees to keep in confidence and to use the same degree of care as it uses with respect to its own proprietary data to prevent the disclosure to third parties of all technical information, data and confidential business information. Exchange use and maintenance of confidential data shall be mutually discussed and agreed to by the parties. The preceding provisions of confidentiality and restriction on use of consolidated data shall not apply to:

- Information in the public domain or information, which subsequently enter into public domain without committing breach of this Article.
- Information in possession of the Party at the time of disclosure and was not acquired, directly or indirectly, from the other Party.
- Information, which a Party requires to disclose under law, rules or regulations or court orders.

Each party shall obtain secrecy undertaking from the agencies if any involved in the Research Project. Confidentiality obligations concerned herein shall be applicable for a period of five years from the expiry/termination of Agreement.

CLAUSE 6: INTELLECTUAL PROPERTY RIGHTS

6.1 PUBLICATIONS

No party shall solely publish any article designed on the date collected during any joint project, without obtaining written consent of the other party. Decision of the other party in this regard shall be conveyed to the party seeking the permission, within 30 days.

6.2 INTELLECTUAL PROPERTY

Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party

CLAUSE 7: INDEMNIFICATION

- 7.1 The First Party agrees to defend, indemnify and hold the Second Party, its officers, employees and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the activities under this MoU, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of First Party.
- 7.2 The Second Party agrees to defend, indemnify and hold the First Party, its officers, employees and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the activities under this MoU, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Second Party.

CLAUSE 8: FORCE MAJEURE

8.1 Neither party shall be held responsible for non-fulfillment of their respective obligations under this AGREEMENT due to the exigency of one or more of the force majeure events such as but not limited to Act of God, War, Flood, Earthquakes, Strikes, Lockouts, Epidemics, Riots, Civil Commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

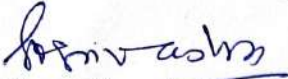
CLAUSE 9: LAW GOVERNING THE CONTRACT/DISPUTE RESOLUTION

9.1 The contract will be governed by The Contract Act, 1872, The Arbitration and Conciliation Act, 1996 & all other Laws of India, for time being in force as amended from time to time. In the case of dispute, it can only be settled through and by invoking Arbitration clause. All disputes and differences arising out of or in connection with the contract and works of any nature assigned under the same (whether during the progress of the works or after their completion), determination, abandonment or breach of the contract shall be referred to a Sole Arbitrator appointed by both the parties. The decision of the Sole Arbitrator shall be final and binding. In all cases, the arbitrator shall state their decision in writing; the arbitrator shall give reasons for award. Subject as aforesaid the provisions of The Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

9.2 The courts in Delhi shall have exclusive jurisdiction to adjudicate the disputes.

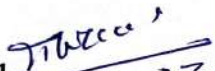
AGREED:

On behalf of
Nehru Gram Bharati (Deemed to be
University), Prayagraj, Uttar Pradesh

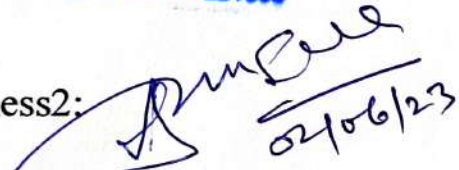

Vice-Chancellor

Date: 02/06/2023

Vice Chancellor
Nehru Gram Bharati
Authorized Signatory
(Deemed to be University)
Kotwa-Jamunipur, Dubawal
Prayagraj, Uttar Pradesh - 221505


Witness 1: 
2.6.23

Pro Vice Chancellor
Nehru Gram Bharati
(Deemed to be University)
Kotwa-Jamunipur, Dubawal
Prayagraj, Uttar Pradesh - 221505

Witness 2: 
02/06/23

Dr. Asheesh Shivam
Head, Department of Zoology
M.C.B. University, Allahabad

On behalf of
National Institute of Hydrology
Roorkee, Haridwar, Uttarakhand


Director

Date: 15/6/23

डॉ. सुधीर कुमार / Dr. Sudhir Kumar
निदेशक / Director
राष्ट्रीय जलविज्ञान संस्थान
National Institute of Hydrology
Roorkee-247 667

Authorized Signatory

Witness 1: 
16/06/2023

डॉ. ए.के. लोहनी
वैज्ञानिक जी एवं प्रभागध्यक्ष
सतही जलविज्ञान प्रभाग, रुड़की
Dr. A.K. Lohani
Sc. G. & Head

Surface Water Hydrology Division, Roorkee

Witness 2: 
15/6/23

वरिष्ठ प्रशासनिक अधिकारी
राष्ट्रीय जलविज्ञान संस्थान
रुड़की-247 667