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M.B.M. Engineering College
Faculty of Engineering & Architecture
Jai Narain Vyas University, Jodhpur-342011

Dr. S.K. Singh, Ph.D, PGD(Fin Mgt), M.E. (Civil Engg), BE (Civil)
Professor & Head

No: jnvu/civil/20/83 .

Date: 15-12-2020

To
The Hon'able Vice Chancellor
Jai Narain Vyas University Jodhpur

Sub: Regarding MOA Information
Ref.: office communication via mail on 8-12-2020

Hon'able Sir,

In reference to above mentioned subject, an MOA was signed with IIT Kanpur in which Faculty of Engineering & Architecture (M.B.M. Engineering College) as a Member Institution (MI) along with IIT Kanpur as Lead Institution (LI) for the **Centre for Ganga River Basin Management and Studies [cGanga] a project of Ministry of Jal Shakti, Government of India.**

Head, Civil Engineering Department is the Institute coordinator and single point of contact for this MOA.

As per the instruction, Copy of MOA is enclosed for perusal.

With regards

Yours faithfully

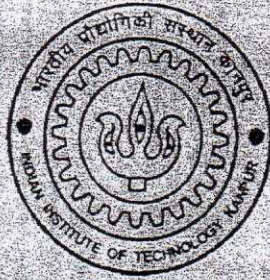
(Dr. S.K. Singh)
(Dr. Suresh Kumar Singh)
Professor & HEAD
Department of Civil Engineering
Faculty of Engineering & Architecture
M.B.M. Engineering College
Jai Narain Vyas University
JODHPUR

COUNTER SIGNED

REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)

MEMORANDUM OF AGREEMENT

BETWEEN



INDIAN INSTITUTE OF TECHNOLOGY KANPUR [IITK]

AND



FACULTY OF ENGINEERING & ARCHITECTURE
(M.B.M. ENGINEERING COLLEGE)
JAI NARAIN VYAS UNIVERSITY JODHPUR

FOR

CENTRE FOR GANGA RIVER BASIN MANAGEMENT AND STUDIES
[CGANGA]

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SUPPORTED BY

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

REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)





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



Memorandum of Agreement
between IIT Kanpur and Faculty of Engineering & Architecture
(M.B.M. Engineering College) Jai Narain Vyas University Jodhpur

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, UP India and Faculty of Engineering & Architecture (M.B.M. Engineering College) Jai Narain Vyas University Jodhpur (herein after referred to as MBMEC) as a Member Institute (herein after also referred to as MI) having its registered office at Residency Road, Jodhpur (Rajasthan).

In this MOA, "IITK" and "MBMEC" are collectively referred to as the "Parties", and individually as a "Party", or "LI" for IITK, or "MI" for MBMEC, 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.

This Memorandum of Agreement witnesses as follows:

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[Signature]
J. N. V.
FACULTY OF ENGINEERING
M.B.M. ENGINEERING COLLEGE
J. N. V. UNIVERSITY
JODHPUR

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[Signature]
REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)

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.



S. K. Singh
DEAN
FACULTY OF ENGINEERING
J. N. V. UNIVERSITY
JODHPUR

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(Signature)
REGISTRAR

Jai Narain Vyas University
JODHPUR (Raj.)

- 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, 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 Vice Chancellor, Jai Narain Vyas University 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.

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MBM ENGINEERING COLLEGE
J. N. V. UNIVERSITY
JODHPUR

- 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

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MBM ENGINEERING COLLEGE
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JODHPUR

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

Party 1: Lead Institute – IIT Kanpur

Signed

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

11/10/20

अधिष्ठाता
DEAN
अनुसंधान एवं विकास
Research & Development
आइ.आई.टी. कानपुर
I. I. T. KANPUR

Party 2: Member Institute – Faculty of Engineering & Architecture (M.B.M. Engineering College), Jai Narain Vyas University Jodhpur

Signed

Prof Shrikant Ojha
Dean
Faculty of Engineering
M.B.M. Engineering College
Jai Narain Vyas University Jodhpur
Jodhpur (Rajasthan)-342111, INDIA

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INDIAN INSTITUTE OF TECHNOLOGY, KANPUR
Centre for Ganga River Basin Management and Studies
IIT Kanpur

cGanga
Dr Vinod Tare
Professor & Founding Head

Shri (Dr.) S. K. Ojha
Dean
Faculty of Engineering & Architecture
M.B.M. Engineering College
Jai Narain Vyas University, Jodhpur, Rajasthan

September 9, 2020

Subject: Invitation to be a Member Institute (MI) of the Consortium of Science & Technology Institutes (CSTI) led by IIT Kanpur (Lead Institute, LI) to deliver the Mandate of cGanga fully supported by Ministry of Jal Shakti, GoI

Dear Sir:

I am delighted to invite your institute to be a part of the Consortium to develop the subject of River Science and Management, and participate in River Restoration and Conservation Programme of the Government of India as a Knowledge Partner in delivering the mandate of Centre for Ganga River Basin Management and Studies (cGanga in short). cGanga is led by IIT Kanpur and fully supported by Ministry of Jal Shakti, Government of India, post submission of the Ganga River Basin Management Plan in 2015 by the Consortium of IITs (referred as IITC) that was also led by IIT Kanpur. The participation could be in one or more ways as follows.

1. Participation in brainstorming sessions and events organized under various portfolio as in Annexure I and peer review of various reports prepared by Team cGanga.
2. Participate in various projects financially supported through funding available to cGanga or jointly develop project proposals to be funded by various national and international funding agencies.
3. Participate in implementing high impact projects.
4. Participate in gathering, analytics and dissemination of various kinds of data and information relevant to restoration and conservation of rivers.
5. Any other mode that could be mutually agreed and of interest to deliver on the mandate of cGanga.

To facilitate participation and formalize working, a draft MOA is enclosed for your consideration. I will appreciate if the same could be signed and a person can be nominated as MI's Coordinator as envisaged in the draft MOA.

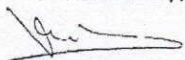
With regards,

Enclosure: As stated

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REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)

Sincerely,


(Vinod Tare)

Date 1

To,

The Hon'ble Vice Chancellor
JNV University
Jodhpur



Dean
Fac. of Engg.
OIC (Genl)
AR (Acad)

Respected Sir,

There has been an offer from IIT,
to join as a member institute in the CG
project financed by Jal Shakti Ministry, Cen
Govt. An MOA has to be signed on beha
the University. kindly allow the Dean, Fac
of Engineering & Architecture to sign the
document and oblige.

Thanking you,

Registrar/Dean, Engg

Permitted.
I authorize Dean Engg
to sign MOA for C. Ganges.

ee
11-9

Faithfully
Sughe

DR. SHRIKAI

COUNTER SIGNED

REGISTRAR
Jai Narain Vyas University
JODHPUR (Raj.)

Mail sent to Dean, Engg
10/11/20

