NAMAMI GANGE

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Memorandum of Understanding (MoU)

Between

National Mission for Clean Ganga

Ministry of Jal Shakti
(Department of Water Resources, River Development & Ganga Rejuvenation), Government of India
1st Floor, Major Dhyan Chand National Stadium
India Gate, New Delhi - 110002

and

K.R. MANGALAM UNIVERSITY
THE COMPLETE WORLD OF EDUCATION

K.R. MANGALAM UNIVERSITY

Sohna Road, Gurugram (Haryana)-122103

VICE CHANCELLOR
K.R. Mangalam University
Sohna road, Gurugram
Haryana 122103

This Memorandum of Understanding is drawn on the 12th day of April 2023, between:

BY AND BETWEEN

National Mission for Clean Ganga, Ministry of Jal Shakti (Department of Water Resources, River Development & Ganga Rejuvenation), Government of India through its Authorized Signatory (name and designation of the person) having its office at 1st Floor, Major Dhyan Chand National Stadium India Gate, New Delhi – 110002 (hereinafter referred as the "**NMCG**", which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successor(s)-in-office, administrators and permitted assignees) of the **First Part.**

AND

K.R. Mangalam University, Sohna Road, Gurgaon - 122103 (Delhi NCR Region), a University established under the Haryana Private Universities Act 2006 (Amended 08 of 2013) and under section 2(f) of UGC Act, 1956 wherein empowered to award degrees, as specified under section 22 of the UGC Act, 1956. University is signing MOU through its Vice Chancellor presently Prof. Chandra Shekhar Dubey, duly authorized to enter into and sign an MOU on behalf of K.R. Mangalam University, PARTY OF THE SECOND PART.

Both "**NMCG**" and "**K.R. Mangalam University, Sohna Road, Gurgaon"** are individually referred to as Party and collectively as Parties

The Parties hereby agree to and set forth the terms governing their collaboration on the Project (as defined below).

National Mission for Clean Ganga (NMCG) was registered as a society on 12th August 2011 under the Societies Registration Act 1860.It acted as implementation arm of National Ganga River Basin Authority (NGRBA) which was constituted under the provisions of the Environment (Protection) Act (EPA),1986. NGRBA has since been dissolved with effect from the 7th October 2016, consequent to constitution of National Council for Rejuvenation, Protection and Management of River Ganga (referred as National Ganga Council). The Act envisages five tier structure at national, state and district level to take measures for prevention, control and abatement of environmental pollution in river Ganga and to ensure continuous adequate flow of water so as to rejuvenate the river, Ganga.

K.R. Mangalam University, Sohna Road, Gurgaon is a private university founded in the year 2013 by Mangalam Edu Gate, a company incorporated under section 25 of the Companies Act,

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1956. The University has been established by an act of state legislative of Haryana (Haryana Private Universities- Amendment Act 8 of 2013) as a state private university. It is empowered to award degrees recognized by the UGC under section 2f of UGC Act, 1956. Realizing the inevitability of higher education mainly in rural communities. Mangalam Edu Gate has conceptualized K.R. Mangalam University in 2013.

K.R. Mangalam University today imparts first rate education in the domains of disciplines like Engineering, Law, Basic & Applied Sciences, Management and Commerce, Journalism & Mass Communication, Hotel Management & Catering Technology, Medical & Allied Sciences, Architecture & Planning, Fashion, Humanities, Education and Ph. D. programmes on its 26 acres of campus land to attain "Excellence in Academics" through well-thought-out teaching – learning conveniences like excellent teaching backed by qualified and experienced faculty members, arrangement of expert lecture series, promotion to research and innovation, organization of industrial visits, national & international seminars, placements in companies of national and international repute.

Whereas both the Institutions have agreed to extend all possible help with regard to work in close collaboration and sharing of expertise from time-to-time. Both parties have entered into this MoU with an objective to "further education, awareness, building actionable initiatives to help spread awareness on River Rejuvenation in general and Namami Gange Programme in particular and use the exuberance of youth to contribute to such cause(s)"

1. Scope of Work / Services

Both parties agree to collaborate on the following areas for the pursuit of academic excellence in the field of water quality and environmentally sustainable development through public outreach activities:

i) Building up a mutually-oriented relationship between NMCG and universities for participating and supporting in each other's awareness and other campaigns and ensure the presence through logos, webinars, workshops, seminars etc. Regular interaction with students and mobilization of students for Namami Gange events and awareness activities would remain the key to engagement.

ii) To support awareness campaigns, create enabling environment and frameworks for provisions of "Arth Ganga".

iii) Research support to select students of the universities on important aspects of Ganga Rejuvenation that may contribute in building a robust and high-quality repository of Ganga-centric research and strengthen the Gyan Ganga component of Namami Gange programme. The research proposals may be finalized in a manner that they may help in making informed-decisions in policy making related to River Rejuvenation in the country.

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iv) To try and promote inclusion of River Rejuvenation/Ganga Studies as a subject/discipline of professional levels in the curriculums of schools/colleges.

v) Establish pockets of dedicated research on Natural Farming in the Ganga Basin and reconcile the findings with the promotion and implementation of Zero Budget Natural Farming in the Ganga Basin, which is one of the most important components of 'Arth Ganga'.

vi) Establishing 'Ganga Activity Centers' in the universities that may ensure Namami Gange presence in the form of slides, promotional videos, films and other activities.

vii) Initiate 'Adopt a Ghat' campaign wherein each university may adopt a ghat of their choice on the banks of Ganga and its tributaries for their proper upkeep.

viii) To create a pool of 'Water/Ganga Champions' from each university who would go on to become brand ambassadors of Namami Gange programme in the long run.

ix) To create clusters around the universities that may include schools, NGOs etc. in the vicinity to rope-in as many stakeholders as possible.

x) To plan and execute joint research, field studies in the field of river rejuvenation and water conservation

xi) Undertake development of case studies and bring out publications and reports.

xii) Organize round table meetings, seminars, and conferences on emerging issues in the area of Environment/River Rejuvenation.

xiii) Exchange of resource persons and sharing training resources including online/offline modules developed separately or jointly and provide internship opportunities.

2. Terms of Reference

A. NMCG, Delhi

That selected students of B.Sc. (Environmental Sciences), M.Sc. (Environmental Sciences), M.Sc. (Environmental Health Sciences and Management) and other related subjects and Ph.D. students registered with the "**Concerned University**" shall be allowed to carry out research work pertaining to internship and dissertation at NMCG.

i. Support research, monitoring and evaluation – pre and post intervention across scientific aspect related to river and its basin.
ii. The number of such students may be based on NMCG research agenda and availability of NMCG Scientist's time to guide the students.
iii. That the approved NMCG Scientists/official may provide the research supervision to the selected/ deputed students at NMCG, Delhi.
iv. The course requirements for M.Sc./ Ph.D. programme will be completed at Concerned University itself.
v. That the research work undertaken under this MoU will be reviewed as per the research review system of good academic quality.

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vi. Support to identified robust research that may contribute academically and otherwise to constructively add to the repository of Ganga-centric research and strengthen the Gyan Ganga component of Namami Gange programme. The research proposals finalized may help in making informed-decisions in policy making related to River Rejuvenation in the country.

B. K.R. Mangalam University

i. The **K.R. Mangalam University** and NMCG may mutually share its specific Disciplines/ Divisions/ Departments as Centre's for conducting research work for the award of Postgraduate/ Doctoral degrees.

ii. The **K.R. Mangalam University** may set up a Program Support Unit with dedicated staff to support NMCG in capacity building of stakeholders, develop action plan for creating awareness campaign by developing enabling frameworks and facilitate media/social media coverage to help educate, build awareness and public engagement as per objectives of NMCG's vision.

iii. The Scientists/Researchers/Officials at NMCG may register for Doctoral programmes run by the **K.R. Mangalam University** following due procedures. The fee concession for the PhD scholar from NMCG may be provided as per the rule of the **K.R. Mangalam University**.

iv. That **K.R. Mangalam University** may invite NMCG Scientists/ Experts as visiting faculty members to deliver lectures as per requirement of the University in various courses.

v. To try and include River Rejuvenation/Ganga Studies as a subject/discipline of professional levels in the curriculums of schools/colleges.

vi. Conduct training/provide technical support on Natural farming in the Ganga Basin and reconcile the findings with the promotion and implementation of Zero Budget Natural Farming in the Ganga Basin, which is one of the most important components of 'Arth Ganga'.

vii. Establish 'Ganga Activity Centers' in the universities within 6-8 months of the signing of the MoU that may ensure Namami Gange presence in the form of slides, promotional videos, films and other targeted activities, which may be decided mutually by NMCG and the concerned university.

viii. Initiate 'Adopt a Ghat' campaign wherein each university may adopt a ghat of their choice on the banks of Ganga and its tributaries for their proper upkeep.

ix. To create a pool of 'Water/Ganga Champions' from each university who would go on to become brand ambassadors of Namami Gange programme in the long run.

x. To create clusters around the universities that may include schools, NGOs etc. in the vicinity to rope-in as many stakeholders as possible.

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3. Appointment of Nodal Officers

i) Both the Parties shall designate a Nodal Officer to represent and steer the fulfilment of the Scope of Work.

4. General Conditions and Financial Arrangements

i) In accordance with the principle of equality and reciprocity, each party shall bear its own individual full costs it incurs in performing, managing and administering its own efforts under this MoU unless and otherwise some specific financial support/arrangement has been extended by any of the Parties exclusively for the purpose.

ii) This MoU does not establish a joint venture or partnership between the Parties. The MoU does not imply any financial obligations or legal binding on either party and is intended only to provide the general principles and key terms for initial co-operation and to facilitate further discussions.

iii) Any financial support from NMCG should be independent from the MoU, and should be in the form of projects after due appraisal by a third party and approval by Executive Committee of NMCG.

iv) Both parties hereby agree, under this MoU, to indemnify and hold each other harmless.

v) If new intellectual property being developed /generated during the course of this MoU then rights of ownership among both the Parties shall be governed by a separate agreement in writing based on proportion of contribution of the parties.

5. Effective Period, Term and Termination of MoU

i) This MoU will be effective for **36 months (Three Years)** from the date of signing. It may be further renewed by mutual agreement in writing.

ii) Amendments and additions may be made to the MoU subject to the written consent of both the parties.

iii) MoU can be terminated by either party with minimum 90 days prior notice in writing to the other party. Such notice must be received by the other party six months prior to the effective termination date. However, obligations and commitments already contracted shall be honored and continued by both the parties until such commitments are over. These commitments under agreement may be amended/ modified/ deleted after mutual agreement by means of exchange of letters between both the Parties. Once approved by both the parties, such amendment shall also become a part of this Memorandum of Understanding (MoU)

6. Notices

Any and all notices, consents, claims, requests or other communications required or permitted to be given under any of the provisions of this MoU shall be in writing either through facsimile or by mail to be delivered by hand or by post / courier against acknowledgement. The notice shall be deemed to have been received on the next day of

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transmission if sent through facsimile and five days of date of dispatch if sent through mail. The notice aforementioned shall be given in attention of the concerned persons at the following addresses:

i. National Mission for Clean Ganga

Ministry of Jal Shakti
(Department of Water Resources, River Development & Ganga Rejuvenation)
Government of India
1st Floor, Major Dhyan Chand National Stadium
India Gate, New Delhi – 110002

ii. K.R. Mangalam University,
Sohna Road, Gurgaon (Haryana) 122103

7. Intellectual Property Rights

i) Both the parties will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the period of MoU. It is the intention of the parties that any and all benefits derived from the collaborative efforts of the two parties will be the joint property of both the parties.

ii) Both parties shall mutually respect the confidentiality and intellectual ownership of information shared between them. A separate Agreement shall be signed if any new IP generated through joint efforts of the parties during the course of this MoU.

8. Confidentiality:

Both Parties shall not, without the express written permission, disclose any confidential information to any third Party, person, entity, etc. in any manner, directly or indirectly. For the purpose of this MoU, "Confidential Information" shall mean any and all technical or non-technical information or know-how relating to the business, services and/or products of the disclosing Party or a third party, including without limitation of any research, products, services, ideas, know-how, methods, business plans, developments, inventions, trademarks/logos, processes, techniques, designs, components, parts, documents, drawings, electronic files, data, sketches, plans, programs, specifications, software, and/or distribution, engineering, marketing, customer, vendor, financial, merchandising, sales, and employee information and/or other materials which are disclosed by one Party or on its behalf to the other Party or its employees or agents, directly or indirectly, in writing, orally, electronically, or by drawings or inspection.

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9. However, it excludes any information which is:

i. Already in the public domain or becomes published or available to the public other than by a breach of this Agreement or any confidentiality obligation owed to the disclosing Party, but Confidential Information shall not be deemed to be in the public domain merely because any part of the said Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are known or become known to the public.

ii. rightfully received from a third party without breaching any obligation of confidentiality under this agreement and that the received information is not derived out of or pursuant to the confidential information disclosed by the Disclosing Party pursuant to this MoU.

iii. Independently developed by employees or agents of the receiving Party without direct or indirect access to or use of the Confidential Information of the disclosing Party.

iv. known to the receiving Party at the time of disclosure without an obligation of confidentiality; or

v. produced in compliance with applicable Law or a court order, provided that the receiving Party first gives the disclosing Party reasonable notice of such Law or order and gives the disclosing Party opportunity to oppose and/or attempt to limit such production, unless the Law or court order prohibits giving of such notice. In such cases, the receiving Party will only disclose those portions of the Confidential Information that are legally required and will use all reasonable efforts to maintain the confidential treatment of such Confidential Information.

10. FORCE MAJEURE

Neither party to this Agreement shall be liable for any delay or failure in the performance of its obligations stipulated herein if such delay or failure is caused by Force Majeure such as but not limited to Acts of God, war, strike, civil unrest, or any Order, Law or Regulation of both the parties which may impede or prevent the performance of its obligations under this Agreement or any other acts which are beyond the reasonable control of the party affected and which the party could not have reasonably foreseen. If either party is or will be prevented from performing any of its obligations under this agreement by Force Majeure, then it shall promptly give written notice to the other party of the event or circumstance constituting the Force Majeure and shall specify the obligation(s), the performance of which is or will be prevented. The notice shall be given within 3 (three) days after the party becomes aware, or should have become aware of the relevant circumstances constituting the Force Majeure. The party shall, having given such notice, be excused from performance of such obligation(s) for so long as such Force Majeure prevents it from performing it/them.

11. Governing Law and Dispute Resolution

"That in the event of any dispute that may crop up during execution of MoU, shall as far as possible be settled amicably with mutual consultation of Parties. However, if amicable settlement cannot be reached within 30 days from the date of the occurrence of the dispute, the matter under

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dispute shall be finally settled without recourse to the courts, in accordance with the provisions of the Arbitration and Conciliation Act 1996 and amendments thereto, if any, and for this purpose, the dispute shall be referred to Arbitration Committee comprising of a member nominated by two Head of Organizations and one member will be jointly nominated by two organizations. The validity, interpretation, enforceability, and performance of this MoU shall be governed and construed in accordance with the Laws in India. The arbitral award shall be final and binding upon both the parties. The arbitration proceedings shall be held at Delhi. All proceedings shall be conducted, including all documents presented in such proceedings, in English language".

Signed and executed this day 12th day of April 2023 in token of having accepted the terms and conditions mentioned therein.

On behalf of NMCG

Director

National Mission for Clean Ganga

On behalf of the K.R. Mangalam University

CS dubey

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K.R. Mangalam University
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Vice Chancellor

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