

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into on ____ day of _____ 2020 between the **Maharashtra Pollution Control Board, Mumbai** {A statutory Board constituted by the State Government of Maharashtra under provisions of Water (P. & C.P.) Act, 1974} and having its registered office at Kalpataru Point, 3rd Floor, Sion (E), Mumbai – 400 022 (here in after referred to as MPCB, which expression shall include its representatives, successors and assignees) of the first part.

AND

Sub-Centre Ratnagiri, University of Mumbai, P-61, MIDC, Mirjole, Ratnagiri-415639.

PREAMBLE

WHEREAS, **Sub-Centre Ratnagiri, University of Mumbai, P-61, MIDC, Mirjole, Ratnagiri-415639** having experience in various science disciplines.

MPCB is responsible for enforcement of the Acts for Prevention and Control of pollution of Water (1974) and Air (1981) as also of the Water (P&CP), (Cess) Act, 1977, etc.

AND WHEREAS, MPCB desires to execute the Project of “**Ambient Air Quality Monitoring at two stations under National Ambient Air Quality Monitoring Program (NAMP) at Ratnagiri, at :**

- 1) Administrative building (terrace) Ratnagiri Sub-centre, University of Mumbai campus, P-61, MIDC Mirjole, Ratnagiri – 415 639
(Lat: 17°00'55.8"N, Long: 73°20'27.6" E)
- 2) Ratnagiri Nagar Parishad, Fire Station (Terrace) , Major State highway, Jaistambh, Ratnagiri – 415 612
(Lat: 16°59'16.8" N, Long: 73°17'52.8" E)

THEREFORE, it is agreed by and between the parties through the instrument of this Memorandum of Understanding (MoU) as follows:



12/1/2021

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CLAUSE 1: SCOPE OF THE MoU

This MoU details the modalities and general conditions regarding the collaboration between MPCB and for takeover the Project of "Ambient Air Quality Monitoring Stations under NAMP at Ratnagiri".

The MoU shall serve as an instrument to pool the Research and Development efforts of Sub-Centre Ratnagiri, University of Mumbai, P-61, MIDC, Mirjole, Ratnagiri-415639, and MPCB by collaborative projects.

CLAUSE 2: MODALITIES OF COLLABORATION

- 21 MPCB and Sub-Centre Ratnagiri, University of Mumbai, P-61, MIDC, Mirjole, Ratnagiri-415 639, have jointly identified the scope and inputs for collaborative work, which form Annexure-I to this MoU.
- 22 There will be a joint project monitoring Group for the project approved for study. The Monitoring Group will consist of at least one person each from MPCB and Sub-Centre Ratnagiri, University of Mumbai, P-61, MIDC, Mirjole, Ratnagiri-415639. The project-monitoring group will review the progress of the work at predetermined intervals mutually agreed upon to evaluate the work being carried out by and suggest changes, if any.
- 23 At the end of project tenure/the calendar year, whichever is earlier, the officials of MPCB and Sub-Centre Ratnagiri, University of Mumbai, P-61, MIDC, Mirjole, Ratnagiri-415 639, will meet to review the findings of work executed and to bring out a consolidated report.

CLAUSE 3: RESPONSIBILITIES OF SUB-CENTRE RATNAGIRI, UNIVERSITY OF MUMBAI, P-61, MIDC, MIRJOLE, RATNAGIRI - 415 639.

- 3.1 Sub-Centre Ratnagiri, University of Mumbai, P-61, MIDC, Mirjole, Ratnagiri, shall abide by the conditions of MoU for the project and conduct studies as defined in it to achieve the objectives of the project and conduct studies as per scope identified in Annexure-I.

CLAUSE 4: RESPONSIBILITIES OF MPCB.

- MPCB will nominate a coordinator who will coordinate for any assistance required by Sub-Centre Ratnagiri, University of Mumbai, P-61, MIDC, Mirjole, Ratnagiri-415 639 with the concerned authorities.
- MPCB will provide all the information pertaining to the project work.
- MPCB will provide all the information to visiting Sub-Centre Ratnagiri, University of Mumbai, P-61, MIDC, Mirjole, Ratnagiri-415639, scientists or project leader.


12/1/2024

...3/-

CLAUSE 5: FINANCIAL ARRANGEMENTS.

MPCB will provide a sum not exceeding **Rs. 20,88,534 /-** for the total project duration of **TWO years** to Sub-Centre Ratnagiri, University of Mumbai, P-61, MIDC, Mirjole, Ratnagiri, which shall include expenditure on TA / DA of the personnel engaged on the project, chemicals and consumables, salaries of the project fellows, as given in the project sanction letter dtd.17.11.2020 towards the execution of work .

5.1 TERMS OF PAYMENT:

Total cost of the project shall not exceed Rs. 20,88,534/- (Rupees Twenty-two lakhs, Eighty-eight thousand, five hundred and thirty-four only), for the project duration of Two years.

CLAUSE 6: INTELLECTUAL PROPERTY RIGHTS

6.1 If the results of the investigations are such as to justify taking a patent, it shall be decided by the project Monitoring Committee. Any patents arising out of this MoU shall be the joint property of MPCB and Sub-Centre Ratnagiri, University of Mumbai, P-61, MIDC, Mirjole, Ratnagiri-415639 , shall file the patent and other applications and patents shall be shared equally. Should any patent be leased for commercial exploitation, the income from such exploitation shall be shared on a mutually agreed basis.

CLAUSE 7: EFFECTIVE DATE AND DURATION OF MoU

- 7.1 This MoU shall be effective from the date of signing.
- 7.2 The MoU shall be valid for a period of one years from the date of signing the agreement.



12/1/2021

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CLAUSE 8: FORCE MAJEURE

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 acts 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: AMENDMENT OF THE MoU

No amendment or modification of this MoU 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 of this MoU. The amendment shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

CLAUSE 10: ARBITRATION

In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation between Chairman, MPCB & Director, Sub-Centre Ratnagiri, University of Mumbai, P-61, MIDC, Mirjole, Ratnagiri-415639. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Chairman, MPCB/Secretary, Department of Environment, MPC Board. The Arbitration Act 1940 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute.

IN WITNESS WHEREOF PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

CLAUSE 11: EXECUTION OF MoU

This MoU has been executed in two originals; one of these has been retained by MPCB and the other by Sub-Centre Ratnagiri, University of Mumbai, P-61, MIDC, Mirjole, Ratnagiri - 415639

IN WITNESS WHEREOF, the undersigned duly authorized thereto have signed this Memorandum of Understanding.



Registrar (Dr. B.N Gaikwad)
(Sub-centre Ratnagiri, University of Mumbai)



(Dr. V.M. Motghare) 12/11/2014
(Joint Director, APC Division)