

MEMORANDUM OF AGREEMENT

BETWEEN



**INDIAN INSTITUTE OF TECHNOLOGY KANPUR
[IITK]**

AND



**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH, KOLKATA
[IISERKOL]**

FOR

**CENTRE FOR GANGA RIVER BASIN MANAGEMENT AND STUDIES
[CGANGA]**

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

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 will be released by LI to the MI as "Grant". Separate Account for this purpose will be opened and managed by the Head, Civil Engineering Department or Nominated faculty by the HOD, Civil Engineering Department.
- 3.2. All funds released by the LI shall be kept in the "Mother Project" at the MI.

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.