

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NATIONAL MISSION FOR CLEAN GANGA OF THE MINISTRY OF WATER RESOURCES,  
RIVER DEVELOPMENT AND GANGA REJUVENATION  
AND  
NATURAL ENVIRONMENTAL RESEARCH COUNCIL  
ON  
RIVER GANGA REJUVENATION

The National Mission for Clean Ganga (NMCG), Ministry of Water Resources, River Development and Ganga Rejuvenation (here in after MoWR, RD&GR) having office at 1<sup>st</sup> Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi (hereinafter called as NMCG)

AND

Natural Environmental Research Council, part of UK Research and Innovation (hereinafter NERC) having office at Polaris House, North Star Avenue, Swindon, UK (hereinafter individually called as the PARTY and collectively called as PARTIES)

Whereas the River Ganga is of unique importance ascribed to reasons that are geographical, historical, social, cultural and economic, giving it the status of a National river in India;

Recalling the Joint Statement of the Prime Ministers of India and the UK on launching of the Thames/Ganga Partnership for healthy river systems;

Whereas through Thames/Ganga Partnership, United Kingdom has shown interest in supporting Government of India in sustainable management of water resources in the Ganga Basin through collaborative programme of research & innovation and exchange of policy experts with the support of UK Water Partnership.

Whereas both the Parties have recognized that sharing mutual strategic priorities in Ganga Rejuvenation can enhance the mutual collaboration, knowledge sharing and the capacity to address environmental challenges.

HAVE reached the following understanding:

**Article I. Purpose of the Memorandum of Understanding (MoU):**

1. The main purpose of this MoU is to facilitate arrangements and understandings that lead to cooperation and coordination of activities in all activities relating to pollution abatement & river rejuvenation including but not limited to:
  - a) Improvement in water quality;
  - b) Defining Ecological flows(E-flows);



- c) Groundwater resources; and
  - d) Facilitating the uptake of research output by users/policy makers /stakeholders of river Ganga.
2. The Parties shall encourage and support activities which involve areas of broad cooperation including but not limited to:
- a. Sharing information on scientific priorities, which may help identify opportunities for collaborative activities;
  - b. Identifying and developing new opportunities for collaborative activities;
  - c. Delivering collaborative activities such as networking, exchange of scientific and technical capability and co funding new research/activities through joint calls where appropriate.
  - d. The parties will also facilitate the inclusion of other cooperating/implementing entities and agencies in collaborative activities where appropriate, for example to enable the inclusion of engineering, cultural or socio-economic research.
3. The MOU is not intended to be, and shall not constitute in any way, a legal agreement, or impose any legal obligations on the Parties.

#### **Article II – Responsibility of the Parties.**

- 1. The Parties shall develop separate implementing agreements or Arrangements to support any agreed collaborative activities.
- 2. The MOU will enable the Parties to act in conformity with their internal rules.
- 3. The Parties shall be responsible for;
  - (a) Management and coordination of activities under the auspices of this MoU.
  - (b) Designation of appropriate officials to manage and coordinate joint activities.
  - (c) Where possible , supporting the provision of all necessary arrangements to facilitate entry into and exit from its country of personnel and equipment of other country , engaged in or used in projects under this MoU.
- 4. Notwithstanding any other provision of this MoU, all activities under this MoU will be conducted in accordance with and are subject to all applicable laws and to all executive orders, guidelines and policies of the Parties.

#### **Article III- Financial Arrangements.**

- 1. Subject to the availability of funds & personnel and in accordance with the laws and regulations of the respective country, each Party shall provide staff, facilities and other support necessary for implementation of activities as mutually determined by the Parties.
- 2. 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 save otherwise specific financial support/arrangement has been extended by any of the Parties exclusively for the purpose.

3. Subject to the applicable laws/ rules in respective country of the Parties, the funding contribution and national restrictions for participation in the activities will be detailed in the relevant implementation arrangements for any agreed collaboration. The Parties shall establish the terms of funding in the signed implementation arrangement before commencement of each activity.
4. Notwithstanding anything contained herein, this MoU shall not be construed as a funding document and all funding shall be subject to separate agreements / documents signed/ agreed between the Parties and /or other implementing agencies identified by the Parties and availability of funds.

#### **Article IV - Implementing Agreements or Arrangements.**

- (1) Specific projects to implement the collaborative activities identified in Article II (above) including tasks, responsibilities, milestones, deliverables, resources, and related conditions will be concluded by the Parties and any other cooperating/implementing entities/agencies as deemed appropriate and will be embodied as Implementing Agreements or Arrangements under this MoU. This MoU shall govern all such Implementing Agreements or Arrangements unless expressly stated otherwise. Projects established under this MoU 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 MoU.
- (2) Periodic reports on the progress towards achieving the purpose of the MoU as stated in Article I, including status reports on each of the projects shall be submitted to the heads of the two Parties or their designees. Such reports should outline future activity areas , represent proceedings of working groups seminars or meetings and document the progress and results of a particular project program.

#### **Article V- Information Exchange.**

1. Subject to the respective regulations/laws of the country, Each Party shall provide the other Party necessary project specific information, data and other documents for successful achievements of the objectives of this MoU. Information that may be exchanged under the auspices of this MoU 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.
2. 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. 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.

3. The application or use of any information exchanged or transferred between Parties under this MOU will be the responsibility of the receiving parties. The supplying party does not guarantee the sustainability of such information for any particular application.
4. The Parties retain the right to release public information regarding their own activities under this MOU. In cases where the activities of the other Party are also concerned, prior consultation shall be undertaken.

#### **Article VI -Intellectual Property Rights**

The treatment of intellectual property created in the course of collaborative activities under this MOU shall be detailed in the appropriate implementation agreements but shall confirm to the existing laws and policies of the Parties.

#### **Article VII- Disputes**

Any disputes regarding interpretation or implementation of this MoU or its associated implementing agreements or arrangements will be resolved through mutual discussion and negotiations between the Parties.

#### **Article VIII- Entry Into Force And Term**

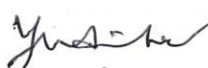
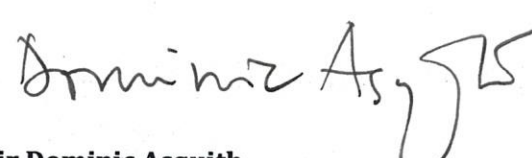
- (1) The Memorandum of Understanding shall be effective from the date of signing of this MoU and shall remain in force for five years. Thereafter, it will be renewed for any additional period as per mutual written agreement.
- (2) Either party, upon ninety days written notice to the other party in advance, may terminate this MoU at any time.
- (3) Unless otherwise agreed, termination or expiration of the MoU shall not affect the validity or duration of projects or programs under this MoU that have been initiated prior to such termination.

#### **ARTICLE IX- AMENDMENTS**

This MOU may be amended or extended by mutual agreements 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 their signature.

IN WITNESS WHEREOF the representatives of the Parties duly authorized thereto have signed this Memorandum of Understanding.

Done at High Commission of India, London on 17<sup>th</sup> April, 2018 in two originals in English and Hindi languages, both texts being equally authentic. In case of divergence in its interpretation, the English text shall prevail.

<b>For and on behalf of National Mission for Clean Ganga</b>   <b>His Excellency Y.K. Sinha High Commissioner of India to U.K. Date : 17<sup>th</sup> April, 2018</b>	<b>For and on behalf of Natural Environmental Research Council, Part of UK Research and Innovation</b>   <b>Sir Dominic Asquith British High Commissioner to the Republic of India Date : 17<sup>th</sup> April, 2018</b>
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