

MEMORANDUM OF UNDERSTANDING

BETWEEN

**WATERSHED DEVELOPMENT & SOIL CONSERVATION
DEPARTMENT, GOVT OF RAJASTHAN**

And



MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR
Jawahar Lal Nehru Marg, Jhalana Gram, Malviya Nagar, Jaipur, Rajasthan

302017

To collaborate with **MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR, INDIA** and **WATERSHED DEVELOPMENT & SOIL CONSERVATION DEPARTMENT, GOVT. OF RAJASTHAN**, this Memorandum of Understanding (herein referred to as MoU) is signed on at Jaipur.

Between

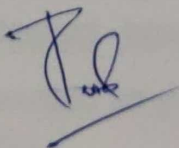
Watershed Development & Soil Conservation Department, Govt. of Rajasthan represented by **Smt. Sushila Yadav**, Joint Director, and Watershed Development & Soil Conservation Department (Govt. of Rajasthan) (herein after called "WDSCD" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators and assigns) of the First Part.

And

Malaviya National Institute of Technology Jaipur represented by **Prof. Rakesh Jain**, Dean, International and Alumni Affairs, Malaviya National Institute of Technology Jaipur, (hereinafter called "MNITJ" which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators and assigns) of the Second Part.

Preamble

- A. The Parties wish to establish a cooperative relationship with the aim of developing and fostering, primarily but not limited to, research, consultancy and capacity building between their two institutions.
- B. This Memorandum of Understanding (MoU) sets out the framework for the cooperative relationship between the Parties.



Provisions

1. Areas of Co-operation

The Parties will discuss opportunities for collaboration in the following areas:

- a) Partnering and supporting each other for capacity building of WDSC officials, research and consultancy projects on watershed development, soil conservation and related aspects;
- b) Organization of joint academic and scientific activities, such as workshops, conferences, and seminars;
- c) Exchange of knowledge, publications and other informational materials of mutual interest;
- d) Any other collaborative efforts the Parties consider to be appropriate from time to time.

2. Activities and Projects

Each collaborative activity or project to be initiated under this MoU will be subjected to agreed scope, funding and terms & conditions. Such Agreements will set out the Parties' obligations, responsibilities, and the conditions relating to each activity or project and compliance with applicable laws, rules, regulations and procedures of the host institution. Roles and responsibilities of both the organisations shall be as mentioned below –

1. Role of Watershed Development & Soil Conservation Department, Government of Rajasthan

- Assess and determine the need & scope of capacity building for its officials for capacity building activities at MNITJ.
- Identifying research issues related to watershed planning, development, execution and impact assessment and assigning research work to MNITJ.

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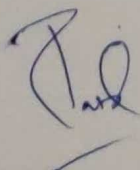
Parth

- Identify the need for consultancy services from MNIT Jaipur
- Provide necessary data/ information for collaborative research/consultancy services to be taken by the MNITJ for WDSCD.
- Providing agreed funding for the different activities covered under this MOU.
- Monitoring the progress of assigned activities and programs

2. Role of MNIT Jaipur

- MNITJ shall carry out the activities assigned by the WDSCD as per the agreed terms and conditions.
- MNITJ shall provide technical guidance/ help as a part of technical committees or groups formed by WDSCD from time to time as per the needs.
- MNITJ will carry out the capacity-building activities for the WDSCD officials as per the mutually agreed terms & conditions.
- MNITJ will take up research on various issues and challenges faced by the WDSC in carrying out watershed planning and development activities or any other technical problems that arise from time to time, as per the mutually agreed terms & conditions.
- MNITJ will provide the consultancy services to the WDSCD for various projects/activities of their domain based on mutually agreed terms & conditions.
- MNITJ will organize workshops, conferences and interaction meetings on various technical aspects of watershed development, water resources, soil conservation and other activities defined by the WDSCD based on mutually agreed terms & conditions.
- MNITJ shall effectively utilize the fund given by WDSCD for the head for which, it was granted as per Gol norms and ensure timely

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progress of activities/programs.

- MNITJ will share technical information/data generated through research projects or academic activities carried out in collaboration with WDSCD.
- MNITJ will carry out the onsite research funded by Government institutions in watershed areas
- MNITJ will encourage its students to take up dissertations topics related to Natural Resource Management (NRM) works, in watershed project areas as the area of interest (AOI) and field data-related research studies to be selected for studies.
- MNITJ will give priority to testing its technology interventions related to rural development in watershed project areas.

3. Funding

WDSCD shall provide the funding to the MNITJ for the activities arising from this MoU (Capacity Building (Training), Impact Assessment Studies, Research on watershed Development, Soil Conservation and related aspects, Consultancy, Conducting Workshops/conferences) unless otherwise mutually arranged and agreed upon.

Neither party shall enter into a contract on behalf of the other Party nor commit the other to any expenses without the other Party's express written authority.

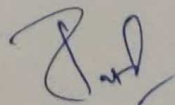
4. Management and Oversight

As soon as this MoU comes into operation, the Parties must agree on a strategy for its management and oversight. The agreed strategy must include the following elements:

5. Legal Effect of this MoU

This MoU outlines the framework of a working relationship between the Parties. Except as expressly mentioned, it is not intended to constitute a contract, but is built on goodwill and is binding in honour only. No

(2)



partnership or joint venture is created by this MoU, and neither Party can commit the other financially or otherwise to third Parties.

6. Policies and Procedures

MNITJ (Research & Consultancy) rules shall be applicable for operating the programs/activities at MNITJ.

7. Confidentiality

Each Party shall keep confidential all information or material acquired or produced in connection with this MoU and will not without prior written consent of the other Party use or disclose or otherwise make available this information or material in any form to any person, except as required by law. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

8. Intellectual Property

The know-how generated from the project funded by the WDSCD will be the property of both WDSCD and MNITJ. MNITJ will have rights to use the same for publications in Journal/conferences or use for academic purposes. It shall be the responsibility of project investigators to take necessary action for the protection of the intellectual property arising out of the project/activities/program through proper instruments, such as patents, copyrights, etc.

The know-how developed shall be transferred to WDSCD for its utilization. The know-how may also be transferred to other agencies/organizations on a non-exclusive basis on such terms and conditions as may be determined jointly by WDSCD and MNITJ.

It shall be the responsibility of MNITJ to ensure that the financial support of WDSCD is suitably acknowledged in the publications (papers, reports, etc.) of the Project work.

All such materials must be treated as confidential and not for public

circulation unless specifically agreed otherwise by both Parties in writing. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

9. Use of Name and Logo

A Party will not use the name or logo or any variation of the name or logo of the other Party, or of any member of the other Party, or its employees or students, in any publicity, advertising or news release without the prior written approval of an authorised representative of that Party. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

10. Standards of Performance

The Parties agree that all obligations under this MoU and any Agreement resulting from this MoU will be performed in a manner protective of and consistent with both Parties' reputation for excellence and integrity in education, research and scholarship.

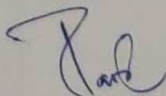
11. Termination

In so far as they do not interfere with any activities in progress, amendments to this MoU and agreements following this MoU may be made at any time, provided they are in writing and reflect the joint wish of both Parties to this Agreement. In so far as the termination does not interfere with any activities in progress, either Party may terminate this agreement by giving three (3) months written notice.

The termination of this MoU will not affect any activity or project that is the subject of a further agreement between the Parties unless the relevant agreement provides otherwise.

12. Effective Date and Duration of MoU

This Memorandum of Understanding shall be effective from the date of signing of the MOU and initially for five years. MOU can be extended further on a mutually agreed term thereafter.





13. Arbitration

In the event of any dispute between parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved disputes or differences shall be referred to the arbitration comprising the sole arbitrator to be appointed by WDSCD and MNITJ. The provisions of the Arbitration and Conciliation Act, 1996, or of any modifications or re-enactments thereof shall apply to the arbitration under this clause. The venue of such arbitration shall be Jaipur only and the Courts at Jaipur shall have the exclusive jurisdiction.

The language of arbitration proceedings and that of all documents and communication between the parties shall be English.

13. Applicable Laws/ Governing Laws

This Agreement shall be interpreted in accordance with the laws of the Government of India.

14. Link Coordinators

Both Parties will appoint a Link Coordinator to assume official responsibility for the maintenance and promotion of cooperation under this MoU and provide contact details as follows:

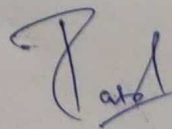
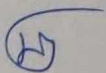
Name: **Smt. Sushila Yadav**

Title : Joint Director

Tel: 9414781523

E-mail: jdpfc.wdsc@rajasthan.gov.in

Address: Pant Krishi Bhawan, Janpath, Jaipur



Partner Institution

Name: **Prof. Mahesh Kumar Jat**

Title : Professor

Tel: 9549654186

E-mail: mkjat.ce@mnit.ac.in

Address: Malaviya National Institute of Technology Jaipur, India

IN WITNESS HEREOF, the Parties, through their duly authorised representatives, hereby agree to the provisions of this Memorandum of Understanding, drawn up in two originals.

For

**MALAVIYA
INSTITUTE OF TECHNOLOGY
JAIPUR**

For

**NATIONAL WATERSHED DEVELOPMENT &
SOIL CONSERVATION
DEPARTMENT, GOVT. OF
RAJASTHAN**

*(N) varied
20/07/22*

Prof. N. P. Padhy
Director
MNIT Jaipur
Name and designation of signatory

Witness:

(Signature)

1. Prof. Rakesh Jain, Dean
International and Alumni Affairs

*(Signature)
20/7/2022*

2. Prof. Gunwant Sharma, Dean
Research and Consultancy

(Signature)

Smt. Rashmi Gupta
Director
WDSCD, GoR
Name and designation of signatory

Witness:

*(Signature)
20/07/2022*

1. Sh. Balveer Singh, Additional
Director, WDSCD

(Signature)

2. Sh. Sanjay Mathur, Dy. Director,
WDSCD