

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is executed at New Delhi on this...15..... day of October, 2024.

By and Between

Indian Council of Agricultural Research (ICAR), Krishi Bhawan, New Delhi, the First Party and **represented by its Deputy Director General, NRM**, which term shall unless repugnant to the context or meaning thereof hereinafter be referred to as the **PARTY OF THE FIRST PART/ICAR**.

And

Central Ground Water Board (CGWB), CHQ, Faridabad, the Second Party, and represented herein by it's the Chairman which term shall unless repugnant to the context or meaning thereof hereinafter be referred to as the **PARTY OF THE SECOND PART/CGWB**.

- A. The terms Party of the First Part/ICAR and Party of the Second Part/CGWB, shall wherever the context so permit, mean and include their respective representatives, administrators/assigns and successors-in-interest.
- B. WHEREAS the ICAR is charged with the responsibility to plan, undertake, aid, coordinate and promote agricultural research and technology development and application, knowledge management and policy, cooperation and consultancy in agricultural research, education and extension for sustainable agriculture and agri-based rural development in India.
- C. AND WHEREAS the Central Ground Water Board (CGWB) which comes under the Ministry of Jal Shakti, Department of Water Resources, RD & GR, Government of India and an apex organization at the National level, works in the field of monitoring, assessment, management, development, quality and protection of groundwater resources in India.
- D. Whereas the Party of the First Part and the Party of the Second Part (herein after jointly referred to as '**parties**') believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities towards trans-disciplinary approaches that aim to achieve sustainable agricultural production and

conservation of natural resources through innovations in the field of Ground water resources and its efficient management in India.

- E. NOW THEREFORE, The Parties intend to cooperate and focus their efforts (with objectives of) on cooperation within the area of Research and Training including promoting interaction and collaboration between Scientists / Staff / Research Officers, and Students of both parties through visits, carrying out joint research programs, imparting training, resource sharing, on a reciprocal basis.
- F. Whereas both parties are desirous of utilizing their respective expertise in the area of value additions / skill improvement for conducting collaborative research and outreach activities between themselves. In consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows on the terms and conditions enlisted hereunder:

NOW THIS DEED OF MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

1. COOPERATION

- 1.1. The parties shall establish channels of communication and cooperation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share information that may be relevant to secure additional opportunities for one another.
- 1.2. The Party of the First Part and the Party of the Second Part cooperation will facilitate the effective utilization of facilities between the parties providing significant contributions towards the application of geospatial concepts, models, methods, water management techniques and data structure, tools and analysis in the field of ground water resource management and in developing suitable research/trainings systems/outreach activities etc. on an as-needed basis.

2. SCOPE

The parties after considering their organizational objectives and strengths have agreed to have an understanding for collaboration in the following areas of interest with the approval of the competent authorities/committees of the parties concerned.

- i. Establishment of mutual relation between the scientific and technical divisions / institutes of the organizations and scientist / technical personnel visits and interactions of the respective Parties;
- ii. Comprehensive joint projects on impact of climate change and use of solar pumps on groundwater decline and thereby on agricultural GDP and National GDP and carbon footprint.
- iii. A collaborative project on policy, governance and regulation for sustainable groundwater use in agriculture that should cover inputs from all the stakeholder organization in the final outcome.
- iv. The collaboration on processing and analyzing real-time DWLR data, assessment of groundwater draft for irrigation, assessing and increasing groundwater use efficiency for irrigation, impact of groundwater regime changes on agriculture, contaminants in food chain, impact of pesticides/fertilisers in groundwater contamination, crop diversification and on farm water management for groundwater sustainability, adoption of advanced agricultural practices for sustainable groundwater
- v. Utilisation of expertise and facilities available with the parties for common / identified activities and within the broad scope of arriving at this MoU.
- vi. Collaborative research project(s)/proposal(s) submission for the intra-mural and Extra-mural research grants in various funding agencies under State and Central Governments.
- vii. ICAR Institutes wherever possible, to support the activities / objectives of CGWB and vice-versa
- viii. Organizing Joint Symposiums / Conferences / Workshops / Short-term courses and awareness campaign on ground water and related aspects.

- ix. Engage in Short-term and long-term developmental programs / providing technical support on the activities of mutual interest / within the overall objectives of this MoU
- x. The two organizations agree to share their R&D facilities on mutual consent in the areas of Research and Development and within the scope of this MoU.

3. TRAINING PROGRAMMES

Both the parties agree to hold / conduct whenever feasible, joint conferences/workshops/training programmes/webinars in the areas of mutual interest. Resource persons sharing mutually agreed for conducting training and awareness programmes.

4. MODUS OPERANDI

- i. The parties agree to make efforts to provide information about on-going research activities in order to establish contacts and collaboration between professionals working within the ambit of water management.
- ii. Involve in the ongoing institutional activities to improve the outcome and performance by knowledge sharing with due acknowledgment to the contributors.
- iii. The parties will actively seek third party funding and/or facilitate their own co-funding for the proposed joint research project and product development.
- iv. Each institution will nominate one of its members as its representative in charge of every cooperative program. Proposals for collaborative research work under this Memorandum will be submitted with the prior approval of the Head of each institution, or his/ her nominee.
- v. Progress will be reviewed once in six months / as desired by mutual consent arranged by the Nodal Officers by The Chairman, CGWB and Deputy Director General, NRM or any other nominee of D.G, ICAR.
- vi. This MoU does not create any financial obligations or liabilities between the Parties."

5. COORDINATION COMMITTEE

- i. The following will constitute the Coordination Committee to coordinate and monitor the collaboration between the two organizations:
- ii. The Deputy Director General, NRM- Division, ICAR, New Delhi
- iii. The Chairman, Central Ground Water Board, CHQ, Faridabad
- iv. Two Representatives of ICAR- One of whom to act as ICAR Coordinator / Nodal Officer.
- v. Two representatives of Central Ground Water Board - One of whom to act as Central Ground Water Board Coordinator / Nodal Officer.
- vi. The representatives will work collaboratively to arrange meetings, keep their respective parties fully informed, communicate on matters that may be of mutual interest and oversee any arrangements put in place.

6. CONFIDENTIALITY

The parties hereby agree to maintain secrecy and keep confidentiality of any information that they shall gain or be privy to in the course of execution of carrying out their obligations under this Agreement and agree not to disclose to the same to any third party for any reason whatsoever except for complying with any applicable law, insurance or regulatory requirements or order of any competent Court, of such information gained unless permitted by the other party or by mutual consent.

7. JOINT PROPERTY

- 7.1. The Parties agree that any intellectual property rights arising from or in connection with any programme or activity under this agreement, through and by the joint and collaborative efforts of both Parties shall be governed by Standard Guiding Principles on IPR issued by DPIIT (Ministry of Commerce and Industry) GOI, vide order No. P-24014/65/2018-IPR-II dated 30th September,

2019. Further, MoEF's notification no. S.O. 1911(E) dated 8th November, 2006 on National Biodiversity Authority/Biological Diversity Act will be followed.

- 7.2. Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both Parties under this agreement, unless otherwise mutually agreed upon in writing by the Parties or by following GOI guidelines on IP. The revenue generated, if any, by joint work may be shared equally or as per GOI guidelines.

8. FORCE MAJEURE

- 8.1. Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lockouts, epidemics, pandemics or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature.
- 8.2. The obligations and rights of the Party so excused shall be extended on a day- to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

9. COMMENCEMENT, RENEWAL, TERMINATION, AMENDMENT AND SEVERABILITY

- 9.1. This MOU will come into force upon affixing of the signatures of the representatives of the partner institutions and will remain in effect for 3 years. This MOU may be renewed upon its expiry, with the agreement of both the parties.
- 9.2. If either partner institution wishes to terminate the MOU at the end of 3 years period, it must notify the other institution not less than 3 months to the expiry of the MOU. This can be terminated even before 3 years but with the mutual consent after ensuring no loss of cash / kind / capital / manpower / liability to either of the party, after 30 days' notice period.

- 9.3. This MOU or its renewal and the actions taken under it may be reviewed at any time. Modifications may be made by mutual agreement and any amendment or extension to the agreement may be formalized by the exchange of letters between the two parties.
- 9.4. All disputes or difference of opinion should be settled by deliberation between the parties.

10. NOTICES & NODAL CONTACT

All notices and other communications required to be served on ICAR under the terms and this MOU shall be considered to be duly served, if the same is delivered at official / registered mail Id of DDG (NRM) and ADG (SWM), NRM. Similarly, any notice to be given to the CGWB shall be considered as duly served, if the same is delivered at or posted by official / registered mail Id of CGWB / Chairman, CGWB.

Nodal contacts are:

ICAR	CGWB
Deputy Director General Division of Natural Resource Management KAB-II, ICAR, Pusa, New Delhi ddgnrm@icar.gov.in	The Chairman Central Ground Water Board CHQ, Faridabad, Haryana chmn-cgwb@nic.in
Assistant Director General Soil and Water Management NRM, ICAR, KAB-II, New Delhi adgswm2021@gmail.com a.velmurugan@icar.gov.in	The Member (Head Quarter) CGWB, CHQ, Faridabad, Haryana tschmn-cgwb@nic.in mhq-cgwb@gov.in

11. LIABILITY AND INDEMNITY

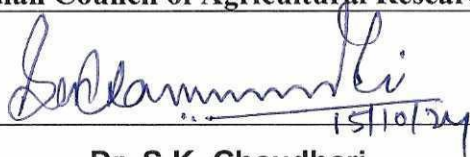
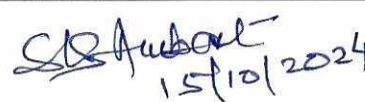
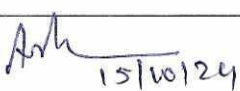

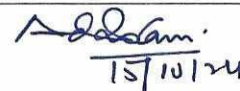

- 11.1. Each Party shall be solely responsible and liable for the actions and omissions of its employees, agents and assigns.
- 11.2. No party shall be liable to indemnify the loss caused to the other party if the loss caused is as a result of their own actions.

12. DISPUTE RESOLUTION

- 12.1. In case of any disputes arising in relation to this MoU, the same shall be resolved by mutual discussion and agreement in the first instance. In the event of any Dispute or Claim arising out of or difference relating to or in connection with the MoU, the same shall be mutually discussed and amicably settled.
- 12.2. The unsolved dispute or difference shall be finally decided by Arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 as has been amended from time to time. The cost of arbitration will be borne by both the parties in 50-50% ratio

(Sole Arbitrator, Seat: Delhi, Language: English, Costs to be shared between the Parties equally)

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding on this ...15..... day of October, 2024.

Indian Council of Agricultural Research	Central Ground Water Board
 15/10/24	 15/10/2024
Dr. S.K. Chaudhari Deputy Director general, (NRM)	S.K. Ambast Chairman, CGWB
WITNESS 1.  15/10/24 NAME: A. Velmungan DESIGNATION: Asst. Director General, NRM, ICAR	WITNESS 1.  15/10/24 NAME: Dr. A. ASOKAN DESIGNATION: - Member (NRM) CGWB
WITNESS 2.  15/10/24 NAME: ADLUL ISLAM DESIGNATION: Pr. Scientist NRM DIV, ICAR	WITNESS 2.  NAME: Dr. K. RAJARAJAN DESIGNATION: SCIENTIST-D CGWB