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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into on 20<sup>th</sup> day of Dec, 2007 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, 3<sup>rd</sup> Floor, Sion (E), Mumbai – 400 022 (hereinafter referred to as MPCB, which expression shall include its representatives, successors and assignees) of the first part,

AND

**Dayanand Education Society, Latur**, an established in 1961, having its Office at Latur.

**PREAMBLE**

WHEREAS, **Dayanand Education Society, Latur**, has developed over the years, expertise and capabilities on environmental monitoring and management.

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 **Dayanand Education Society, Latur** to execute the Project of "**Ambient Air Quality Monitoring Stations under SAMP at Latur**".

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

**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 SAMP at Latur**".

The MoU shall serve as an instrument to pool the Research and Development efforts of **DAYANAND EDUCATION SOCIETY, LATUR** and MPCB by collaborative projects.



## CLAUSE 2: MODALITIES OF COLLABORATION

- 2.1 MPCB and Dayanand Education Society, Latur have jointly identified the scope and inputs for collaborative work, which form **Annexure-I** to this MoU.
- 2.2 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 Dayanand Education Society, Latur. 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.
- 2.3 At the end of project tenure/the calendar year, whichever is earlier, the officials of MPCB and Dayanand Education Society, Latur will meet to review the findings of work executed and to bring out a consolidated report.

## CLAUSE 3: RESPONSIBILITIES OF DAYANAND EDUCATION SOCIETY, LATUR

- 3.1 Dayanand Education Society, Latur 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 **Dayanand Education Society, Latur** with the concerned authorities.
- MPCB will provide all the information pertaining to the project work.
- MPCB will provide all the information to visiting Dayanand Education Society, Latur scientists or the project leader

## CLAUSE 5: FINANCIAL ARRANGEMENTS

MPCB will provide a sum not exceeding **Rs. 14.72 Lakhs only (Rs. Fourteen Lakhs Seventy Two Thousand only)** for the total project duration to Dayanand Education Society, Latur which shall include expenditure on experimental set up, TA / DA of the personnel actually engaged on the project, chemicals and consumables, salaries of the project fellows, as given in the project sanction letter dtd. 22/11/07 towards the execution of work as specified in Annexure II .



## 5.1 TERMS OF PAYMENT:

Total cost of the project shall not exceed Rs. 14.72 Lakhs only (Rs. Fourteen Lakhs Seventy Two Thousand only) for the project duration of Three 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 Dayanand Education Society, Latur. Dayanand Education Society, Latur, 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 Three years from the date of signing the agreement.

## 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**

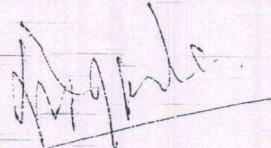
In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation between Chairman, MPCB & Secretary, Dayanand Education Society, Latur. If such resolution is not possible, then the unresolved dispute or difference shall 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.

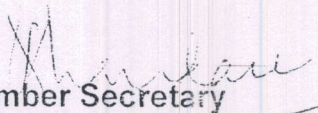
IN WITNESS WHEREOF PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

**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 Dayanand Education Society, Latur .

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

  
**Secretary**  
**Dayanand Education Society,**  
**Latur**

  
**Member Secretary**  
**MPCB, Mumbai**

Dayanand Education Society  
Latur



## 1. Project Title:

"Operation and Maintenance of Ambient Air Quality Monitoring Stations under SAMP at Latur".

## 2. Contributors:

- MPCB, Mumbai and Dayanand Education Society, Latur.
- Dayanand Education Society, Latur will be responsible for the overall execution of project of **Ambient Air Quality Monitoring Stations under at Latur.**
- Shree Ramesh Biyani, Secretary of Dayanand Education Society, Latur will be the Principal Investigator for the project and shall abide by the conditions mentioned in **Work Order and Annex. II.**

## 3. Project Duration:

- The project duration is Three years and will become operative with effect from the date on which the grant is received by the institutions. This date will be communicated to the Heads of the Institutions such as Director/ Principals/ Registrars/ Competent Authority and the Principal Investigator.
- The research project is sanctioned for the period as indicated above. However, extension may be granted by MPC Board as may be necessary on the recommendation of the Project Co-ordination Committee. The Principal Investigator shall submit an application for such extension at least six months before the scheduled completion date of the project along with the necessary justification.

## 4. Scope of Work:

Scope of proposed work includes following:

- A) To monitor status of ambient Air Quality at three selected fixed locations, identified by a committee of MPCB officials consisting SRO-Latur, FO-Latur, JSO-PAMS Division, JSA-PAMS Division representing Residential, commercial & Industrial areas as below:
- 1) Ganjgolai, Terrace of Sidhshwar Sahakari Bank, Latur (Commercial)
  - 2) Terrace of Keshwraj Vidyalaya, Latur (Residential)
  - 3) MIDC Water Works, Latur (Industrial)
- B) Parameters :
- SO<sub>2</sub>, NO<sub>x</sub>, - 4 Hourly for 24 hrs round the clock twice a week at each location
  - SPM & RSPM - 8 Hourly for 24 hrs round the clock twice a week at each location



:2:

C) Meteorological Data:

Wind Speed & direction, Temperature & Humidity data will be monitored at respective site during the sampling.

D) Method & Frequency of Sampling:

Notified methods & procedures will be used for sampling & analysis of gaseous and particulate pollutants. Sampling will be done throughout the year twice a week.

E) Reporting:

P.I. will ensure submission of daily/weekly air quality data for all the parameters to MPCB & CPCB through E-mail/Fax in given format and shall submit the hard & soft copy ( 2 + 1 copies) of the data by 10<sup>th</sup> of following month to CPCB & MPCB.

F) Quality Assurance :

All necessary measures shall be adopted by the P.I. of the university to ensure quality of data including calibration of instruments & internal quality control.

6. Project cost & financial terms:

- MPCB will provide a sum not exceeding **Rs. 14.72 Lakhs only (Rs. Fourteen Lakhs Seventy Two Thousand only)** for the project duration of **Three** years to Dayanand Education Society, Latur towards the total expenditure of the project from Cess funds of the Board which shall include expenditure on experimental set up, TA / DA of the personnel actually engaged on the project, chemicals and consumables, salaries of the project fellows for execution of work..
- MPCB shall release **Rs. 4.91 Lakhs** ( Four Lakhs Ninety One Thousand only) on receipt of signed MoU from Dayanand Education Society, Latur as advance for first year to commence the project
- The balance of grant of **Rs 9.81 Lakhs** (Rs. Nine Lakhs Eighty One Thousand only) will be released in two **equal** annual installments after one year from the date of commencement of the project on submission of Annual reports along with SoE/Utilization Certificate certified by Finance and Accounts Officer of. Dayanand Education Society, Latur (unsuited) for the respective year.



- The grants shall be exclusively utilized for the purpose for which they are sanctioned and the Institute will maintain separate audited account for the project.
- The Chief Accounts Officer or his representative shall monitor the project expenditure to ensure that the funds are properly and effectively utilized at his discretion and shall have the right of access to the books and accounts of the institute for the grant received from the MPC Board.
- All accounts maintained by the institutions will be audited annually and on completion of the project by the auditors of the institutions. Any balance out of the grant made by MPC Board shall be remitted to MPC Board.
- The Dayanand Education Society, Latur shall furnish to the MPC Board, a utilization certificate in respect of the grant released in a financial year within a month from the end of the financial year and an audited statement of accounts pertaining to the grant, within two months, following end of the financial year. (Annexure III & IV)

#### 7. Progress Report:

- The Principal Investigator (P.I.) shall submit daily/weekly air quality data as specified in the Annexure – I and shall produce first draft report at the end of financial year giving full details about the scope, methodology, results, findings, recommendations etc. The report will include maps, figures and photographs wherever necessary.
- P. I. shall submit the first report of the commencement of the project within a month which may be brief. However, the subsequent reports should be sufficiently detailed, to enable the MPCB to evaluate the progress of the project.
- Subsequently, you shall submit the annual reports after every Twelve months from the date of acceptance of the work order.
- The final draft report within a month after Three years before the balance payment of the project. Dayanand Education Society, Latur will submit the Final report incorporating the suggestions/modifications to MPCB within one month.



- The officers of the MPC Board shall periodically visit the institutions where the projects are located to check the progress and render such advice and help as may be required.
- The Principal Investigator shall make himself available for such discussion and as may be necessary with the officers of the MPC Board.
- If the Principal Investigator leaves the institution where the project is located, then he shall submit to MPC Board a complete and detailed report stating the work done, amount spent, amount left in balance, possibility of his continuing the work in other institutions etc.

8. **Results of Research and Patent Rights:**

- The Principal Investigator or his co-workers, or any person connected with the institution to which the project is entrusted shall not publish the results of the research on the project in any of the Indian or foreign journals or in any other way without prior permission of the M.S., MPC Board.
- No Investigator or Institution shall commercially exploit the result (partially or fully) of the research on the project either by patent or otherwise.
- The MPC Board shall have the exclusive right to determine whether any patent should be obtained for the results of the project or whether any commercial use of the results of the research should be made.
- The MPC Board shall have the right to call for drawing specifications and other data necessary to enable the transfer of know-how and the institution shall supply all the necessary information on a written request from MPC Board, in this behalf.

8 **Project Staff :**

- The Principal Investigator may appoint Research Assistants, Fellows or Associates for the project, on such terms and conditions as per rules of CSIR/MoEF, GoI for the project duration.
- Before making any proposal for additional staff as at above, the Principal Investigator shall utilize all the spare capacity of staff available in the institution itself where the project is located.



- Such employees shall not be eligible for any contributory or general provident fund benefits or any other benefits, which the permanent employees of the concerned institution get under the rules and regulations of the institution concerned.
  - The MPC Board shall allow the Principal Investigator to engage the services of casual workers which he feels necessary, provided the expenditure is met from the sanctioned grant for payment to the casual workers.
  - The staff specifically appointed as indicated above for research projects will, for purposes such as leave, T.A., D.A. etc. be subject to the administrative control and service rules of the institution where is project is located.
  - The safety, security, insurance and other liabilities, if any, of the personnel working on the project shall be sole responsibility of Dayanand Education Society, Latur.
- 9.

**Other Terms & Conditions:**

- All payment shall be made through A/c. Payee Cheque or Demand Draft at the City / Town in which Dayanand Education Society, Latur has registered office on the submission of pre-receipted bills in triplicate for respective stages.
- Financial assistance shall not be provided for conducting or attending seminars, conferences, etc.
- If the Principal Investigator or his representative working under this scheme attends seminars / symposia / conferences, with the prior permission of MPC Board to present the work carried out under the sanctioned project, then the normal Bombay Civil Services Rules shall apply for the purpose of Traveling Allowance and Dearness Allowance.
- Any unutilized part of the amount sanctioned would be surrendered to the MPC Board and carry forward of funds to the next financial year for utilization for the same project may be considered only after the specific approval of the MPC Board is obtained.
- The MPC Board reserves the right to terminate the grant at any stage, if in the MPC Board's opinion the grant has not been or is not being properly utilized for the purpose for which it was sanctioned or that the progress of work is not satisfactory.



- In case of applicability of above clause the Institution shall refund forthwith to MPC Board the entire amount of grant-in-aid received by it. In exceptional cases, this condition may be relaxed by the MPC Board.
- The overhead charges may include the purchase of photographic materials, computation charges, typing, stationery, postage, remuneration to casual workers etc.
- All equipments and stores purchased from the grant shall remain with the institutions concerned and shall be utilized by the staff of the project only for the purposes of the research project entrusted to the institution, and will be the property of MPC Board and should not without the prior sanction of the MPC Board be disposed of, eliminated or encumbered or utilized for the purpose other than those for which grant has been sanctioned.
- The MPC Board reserves the right to transfer any equipment and; or stores purchased from the grant to any other department or institution in the State of Maharashtra.
- An inventory of equipment purchased should be sent along with the progress report. The inventory should give the description of equipment cost, date of purchase and the name of the supplier.
- All equipments purchased out of the grant will have to be got entered into a stock register to be maintained by the institution and certified by the Principal Investigator.

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AGREEMENT


Form: for the Investigator-in-charge Undertaking

**Title of the Scheme:**

In consideration of financial and other assistance and facilities received or to be received by me, the direction of the MPC Board (hereinafter called as MPC Board), I JIVAN SAHADEVRAO TULBA, son of SAHADEVRAO TULBA At LATUR working at Dayanand Science College as one of the terms on which I received or I am about to receive such financial and other assistance and facilities agree and declare as follows :

1. I shall from time to time disclose fully to the MPC Board or as the MPC Board may direct the progress of any investigations undertaken by me while in receipt of such assistance as aforesaid (hereinafter referred to as the said investigation) and if at any time during the course of such assistance or within period of three years after the termination of receipt of such assistance as aforesaid I shall make any invention arising out of or in connection with the said investigation I shall hold the scheme in trust on behalf of the MPC Board may direct a full and complete description of the nature of the said invention and the mode of performing the same.
2. I shall not publish the results of the said investigations without the prior approval of the MPC Board.
3. The said investigation and all improvements thereon discovered or invented by me during the course of receipt of such assistance or within a period of three years after the termination of such assistance as aforesaid shall subject to such reservations (if any) in receipt of said invention of the proceeds thereof for my benefit as the MPC may in its absolute discretion permit, be the sole and absolute property of the MPC Board, and I shall if and whenever required by MPC Board at the expense of the MPC Board join with the patents in the above scheme in India and other countries for said invention or any such improvement thereon and shall on request by and at the cost of the MPC Board, execute and do, all such instruments and things necessary to vest the said inventions and improvements and any letters patents that may be obtained in receipt thereof in the MPC Board or any person appointed by the MPC Board in that behalf.

Dated the ..... Day of .....



(Signature of Investigator-in-charge)

*Principal*  
Dayanand Science College  
LATUR - 413531



FORM OF UTILISATION CERTIFICATE

Sr. No.	Letter No.	Amount
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1

Certified that out of Rs..... of grants-in-aid sanctioned during the year 2008-2009  
 In favor of .....  
 under MPC Board Letter Number given in the margin and Rs..... on account of unspent balance of the previous year, a sum of Rs..... has been utilized for the purpose of..... For which it was sanctioned and that the balance of Rs..... Remaining unutilized at the end of the year has been surrendered to MPC Board (vide No..... dated .....) / will be adjusted towards the grants-in-aid payable during the next year

2. Certified that I have satisfied myself that the conditions on which the grants-in-aid was sanctioned have been duly fulfilled / are being fulfilled and that I have exercised the following checks to see that the money was actually utilized for the purpose for which it was sanctioned.

Kinds of check exercised:

1. On salary of Research Assistant, etc.
2. Equipment.
3. Contingency.
4. Chemicals, etc.
5. Books, Traveling, etc.

Signature :

Designation :

Date :



Project Title :

**Establishment of Ambient Air Quality Monitoring Stations  
Under SAMP at Latur**

**Budget Head wise Financial Sanction**

Sr. No.	Budget Head	Amount (Rs.)	Total (Rs) for Three Years
<b>1.</b>	<b>Capital Expenditure*:(For the First year only)</b>		
1.1	Wind Speed Wind Direction ( Manual Met Kit)- 1 No	---	20,000=00
<b>2.</b>	<b>Operation and Maintenance : Recurring cost /year</b>		
2.1	Filter Papers	1,05,369=00	3,16,107=00
2.2	Chemicals	30,000=00	90,000=00
2.3	Glassware	30,000=00	90,000=00
2.4	Contingencies	30,000=00	90,000=00
2.5	Electricity charges	28,800=00	86,400=00
2.6	AMC charges ( 2 <sup>nd</sup> & 3 <sup>rd</sup> year)		48,000=00
<b>3.</b>	<b>Manpower:</b>		
3.1	JSA-1 No.@ 5000/-p.m.( fixed)	60,000=00	1,80,000=00
3.2	JLA/FA-3 Nos @ 4000/-p.m.( fixed)	1,44,000=00	4,32,000=00
<b>4.</b>	<b>Institutional Overheads @ 10%</b>	39,937=00	1,19,811=00
	<b>Sub Total of 2 to 4</b>	<b>4,68,106=00</b>	<b>14,52,318=00</b>
	<b>Grand Total Rs.</b>		<b>14,72,318=00</b>
	<b>Say Rs.</b>		<b>14.72 Lakhs</b>

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