

Memorandum of Understanding

Among

Himachal Pradesh State Pollution Control Board

And

Central University of Himachal Pradesh, Dharamshala

And

Kala Amb (Gram Panchyat), Kala Amb

02-06-2021.

This Memorandum of Understanding ("MoU") is entered into on _____ (Effective Date) by and among

Himachal Pradesh State Pollution Control Board (HPSPCB) Regional Office Paonta Sahib having its office at Paonta Sahib, District Sirmaur, Himachal Pradesh 173025 India, herein after referred to as State Pollution Control Board (SPCB), of the FIRST PARTY.

And

Central University of Himachal Pradesh, having its office at Dharmshala Kangra - 176215, Himachal Pradesh., India, herein after referred to as 'Institute of Repute (IoR)', of the SECOND PARTY.

And

Kala Amb (Gram Panchyat), the governing body of Kala Amb, function under Block Development office located at ~~Ranikhet~~, Nahar town, District Sirmaur, Himachal Pradesh 173001, India, hereinafter referred to as '(Gram Panchyat)' functioning under Rural Development Department of the THIRD PARTY.

The aforesaid institutions are hereinafter referred to individually as the Party and collectively as the Parties.

Introduction

The Ministry of Environment, Forest & Climate Change (MoEF&CC), Government of India has launched the National Clean Air Programme (NCAP) for pan India to tackle the air pollution problem across the country. NCAP is envisaged as a collaborative cross sectoral and multi-stakeholder programme to tackle all sources of air pollution.

For the Kala Amb town, the National Knowledge Network of NCAP has chosen HPCU Dharmshala as the IoR to function as a technical partner and provide technical assistance to the GRAM PANCHYAT and SPCB

The collaboration will be established within the principles set out in the following sections

1. Objective

Under the NCAP, city specific interventions and action plans will be formulated for implementation by the HPSPCB and Gram panchyat, along with *Central University of Himachal Pradesh Dharmshala* as a technical partner for the village of *Kala Amb*. The National Knowledge Network (NKN), Central Pollution Control Board (CPCB) and MoEF&CC will be overseeing the coordination and technical compliance. Information about the NKN and scientific work carried out by NKN & IoRs shall be available at <https://www.nknurbansciences.in/>

Further information about the NCAP is available at http://moef.gov.in/wp-content/uploads/2019/05/NCAP_Report.pdf.

2. Functions of the Parties

Role of IoR: IoR will act as a technical partner for the Kala Amb for the implementation of NCAP. IoR will extend all necessary knowledge based support to the SPCB and GRAM PANCHYAT, in agreement with the guidance provided by CPCB and NKN. IoR may undertake Air quality monitoring and modelling work, data analysis, data utilization, compilation, adherence to interpretation protocols, report preparation, etc. IoR shall also help in calibration of CAAQMS, compliance verification work of emission norms as a third party to provide independent input to SPCBs/and policy makers. IoR shall be engaged by MoEF&CC for performance assessment (Third Party Audit (TPA)) based on predefined framework for cities other than with whom they are knowledge partners. Research conducted by IoR shall also focus on efficacy and efficiency of various individual measures by various tools and techniques including cost-benefit analysis with support from NKN.

Role of SPCB: SPCB will function as the regulatory body, overseeing the compliance of regulations and intervention policies in the city. SPCB will commit to their city specific action plans and inform IoR of their activities under NCAP, and consult IoR for technical expertise. SPCB will engage IoR in Capacity building with the help of NKN and ensure knowledge uniformity in planning and implementation of NCAP in all Non-Attainment cities in the State. SPCB as well as GRAM PANCHYAT will also ensure the use of best practices.

Role of Urban development: The GRAM PANCHYAT shall commit to all air quality targets mentioned for the city under NCAP. City specific interventions and action plans will be formulated by the GRAM PANCHYAT with advice from IoR. GRAM PANCHYAT shall update IoR on all progress made so far and consult them on all future activities undertaken as a part of NCAP.

3. Conflict of Interest

Since, the current pool of expertise in air quality domain is limited, it is desirable to include institutions/scientist/faculty members with a proven record in this domain as IoRs, even if they are a part of the NKN. A faculty/scientist affiliated to an IoR will not be involved in the decision making for the activities carried out by the IoR. That is, whenever an NKN Nodal Faculty is approached to provide their consulting services as a nodal faculty/Principal Investigator (PI) of their affiliated IoR, they will recuse themselves from the agenda and the proposal will be reviewed by Nodal Faculty experts of any other NKN institute, and not by themselves

4. Method of Cooperation/Coordination

Whereas the parties to this MoU agree to co-operate in specific assignment(s), they shall share relevant information and experience in their possession with a view to achieve the mutually beneficial and technical association and to satisfy the need of the accomplishment of objective of MoU; except information which may be subject of copyright or technology agreements, royalties in licenses in which case the parties may procure the use of such information on commercial terms. Besides this, all the parties would also share the journals, publications, papers etc., published or any data, monitoring report etc. so that, capacity building of all parties/organization takes place to accomplish the objective. All parties shall appoint one member each to coordinate the activities on its behalf.

HPSPCB: Er. Pawan Sharma _____

HPCU, Dharmshala: Dr. Ankit Tandon & Dr. Dilbag Singh _____

Kala Amb Gram Panchyat: Mr. Anup Kumar Sharma _____

5. Effective date and duration of the MoU

The MoU shall be effective from the date of signing by all the Parties which shall be the Zero Date and shall remain in force till the extent of NCAP. The Parties may extend the term in writing on year-to-year basis subject to the continuation of NCAP scheme.

6. Deliverables

Information about the NKN and scientific work carried out by NKN and IoRs shall be available at: <https://www.nkn.urbansciences.in/>. Progress of city wise work carried out by IoR in collaboration with SPCB/ GRAM PANCHYAT shall be updated quarterly in www.nkn.urbansciences.in.

7. Confidentiality

All parties reciprocally guarantee that all technical information and data generated under this MoU shall be treated as confidential and shall not be divulged by any party without prior written consent of the other even after the expiry of this MoU

3. Funding

The expenditure incurred for implementation of the MoU for IoR, GRAM PANCHYAT and SPCB would be met out of NCAP/ Fifteenth Finance Commission funds / any other central or state scheme under implementation for improvement of Air quality available with GRAM PANCHYAT and SPCB SPCB is not getting any Grant-in-Aid except NCAP & such expenditure shall be met out of state scheme for which funds shall be provided by Rural development department

9. In case, there be a dispute relating to any aspect of academic cooperation, all the Parties will resolve the dispute in a spirit of mutual respect, and shared responsibility, failing which, the unresolved difference or disputes shall be referred to the arbitration by a distinguished authority agreed mutually by all the parties and decision by that authority shall be final and binding.

10. Force Majeure

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to exigency of one or more of the force majeure events such as but not limited to act of God, War, Flood, Earthquakes, Strikes, Lockouts, Epidemics, Riots, Civil Commotion, etc., provided on the occurrence and cessation of any such events, the party effected 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

11. Modifications and Amendments:

Modifications and Amendments to this MoU, if any, shall be made in writing by mutual consent of all the parties."

[Signature]

For and on behalf of
HPSPCB

[Signature]

For and on behalf of
CUHP

[Signature]

For and on behalf of
Rural Development

Signature

Name: *[Signature]* Sharna

Designation: Regional Officer

Date: *[Signature]*

H.P. State Pollution Control Board, Patna Sahib

Witness:

[Signature]
Sd/- A.R.H. HPSPCB
Patna Sahib

Signature

Name: *[Signature]* Rashan Lal Sharma

Designation

Date: *[Signature]*

Witness:

[Signature]

Signature

Name: *[Signature]*

Designation: *[Signature]*

Date: *[Signature]*

Witness:

[Signature]
D. G. (Darshan Lal, SEBP)
BDO office Mahan.