

Memorandum of Understanding

Among

Gujarat Pollution Control Board

And

The Energy and Resource Institute (TERI)

And

Surat Municipal Corporation, Surat

This Memorandum of Understanding ("MoU") is entered into on 1/3/2021 (Effective Date) by and among

Gujarat Pollution Control Board (GPCB) having its office at Paryavaran Bhavan, Sector 10A, Gandhinagar, Gujarat, India, hereinafter referred to as State Pollution Control Board (SPCB), of the FIRST PARTY,

And

The Energy and Resource Institute (TERI) having its office at Darbari Seth Block, IHC Complex, Lodhi Road, New Delhi - 110 003, INDIA, hereinafter referred to as 'Institute of Repute (IoR)', of the SECOND PARTY,

And

Surat Municipal Corporation, the governing body of the city of Surat, having its offices at Muglisarai, Surat, Gujarat, India, hereinafter referred to as 'Urban Local Body (ULB)', 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 City of Surat, the National Knowledge Network of NCAP in consultation with ULB has chosen TERI as the IoR to function as a technical partner and provide technical assistance to the ULB 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 GPCB and ULB, along with TERI as a technical partner for the City of Surat. 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.nkn.urbansciences.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 City of Surat for the implementation of NCAP. IoR will extend all necessary knowledge based support to the SPCB and ULB, 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 ULB will also ensure the use of best practices.

Role of ULB: The ULB shall commit to all air quality targets mentioned for the city under NCAP. City specific interventions and action plans will be formulated by the ULB with advice from IoR. ULB 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 (P.I.) 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.

Gujarat Pollution Control Board: Mr. P U Dave, Regional Officer
The Energy and Resource Institute (TERI): Dr. Vidha Dhawal, Director-General.
Surat Municipal Corporation: Mr Jwalant Naik, Environment Engineer

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/ ULB 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

8. Funding

The expenditure incurred for implementation of the MoU for IoR, ULB 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 ULB and SPCB

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."




For and on behalf of
GPCB

Signature
Name: P. V. Dave
Designation: Regional officer

Date 26.03.2021

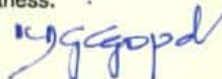
Witness: L.A. Patil

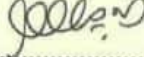


For and on behalf of
TERI

Signature
Name: Dr Vibha Dhawan
Designation

Director General
Date 20 April 2021

Witness: 



For and on behalf of
SMC

Signature
Name: Jasim Desai
Designation: IC City Engineer

Date 26/03/2021

Witness: 