



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made between

(A) Rajasthan Centre of Excellence in Water Resource Management (RaCEWaRM), Water and Sanitation Support Organization under State Water and Sanitation Mission (SWSM) Jaipur, Rajasthan

(B) Malaviya National Institute of Technology Jaipur, 302 017, Rajasthan

The Rajasthan Centre of Excellence in Water Resource Management (RaCEWaRM) and Malaviya National Institute of Technology Jaipur are referred to collectively as the “Parties” or individually as “Party”.

Whereas:

(A) Rajasthan Centre of Excellence in Water Resource Management (RaCEWaRM)

Rajasthan Centre of Excellence in Water Resource Management (RaCEWaRM) was established following a sister state agreement with the State Government of South Australia by Government of Rajasthan to build on mutual capabilities to meet the needs of the people of two regions. A Memorandum of Understanding (MoU) for this purpose was signed on August 9, 2016 by the two Governments. The South Australian Government has engaged ICEWaRM (International Centre of Excellence in Water Resource Management, Adelaide, Australia) for the purpose of developing a solid foundation for Rajasthan Centre of Excellence in Water Resource Management (RaCEWaRM). ICEWaRM provides a national focus and international gateway to Australia’s education, training and research expertise in water. It is an internationally recognised centre for leadership and innovation in collaborative approaches to water resource management through its partnerships both in Australia and internationally. Its promoters and shareholders include The University of Adelaide, University of South Australia, Flinders University, CQ University, Australia and AITEC.

(B) Malaviya National Institute of Technology Jaipur (MNIT, Jaipur)

Malaviya National Institute of Technology Jaipur is among the leading centrally funded institutions of higher learning, Research & Development in the country. The institute is also working in the areas of water resources, hydrology and allied fields. Department of Civil Engineering, MNIT Jaipur is offering post graduate and doctoral programmes in Water Resources Engineering, Environmental Engineering and Disaster Assessment & Mitigation and collaboration would be very beneficial for such programmes.

Purpose

The Parties recognise that there is significant scope of collaboration and mutually beneficial activities. To promote academic and research cooperation and the development of these two institutions, the two institutions agree to the following broad terms of cooperation.

Both the institutions will support each other’s endeavours in delivery of academic programmes and research activities through the following but not limited to:

- (i) Exchange of scientific and technical information and sharing of best practices.
- (ii) Formation of research groups and undertaking collaborative research activities through participation in internally or internationally funded projects.
- (iii) Jointly organize events such as seminars, workshops, conferences and training programmes, including but not limiting to water related issues of Rajasthan state.
- (iv) Exchange of faculty/engineers in areas of mutual interest such as imparting practical training to the students of MNIT including site visits of water supply schemes and major water supply projects and facilitating research platform or facility to the students involved in research activities for their academic curriculum or higher degree and doctorates. Similarly, the faculty of MNIT may impart academic training to the engineers of the department including sharing of knowledge and implementation of the outcome of the research in the field to benefit the common masses.
- (v) This MoU provides an opportunity to the collaborative partners of RaCEWaRM such as ICEWaRM and other associates to have joint programmes, sharing of technical and scientific expertise as well as professional visits to collaborative institutions.
- (vi) Sharing of mutual interest and experience in water related areas and provide a forum for exchange of ideas and discussion of problems.
- (vii) Access to the latest research and activities funded by the parties.
- (viii) Any other matter/s as agreed above which are not covered above.

Scope

This MoU articulates the intentions of the Parties to work cooperatively and does not create any legally binding commitments. Should the Parties agree at any stage to undertake specific joint projects that are legally binding they shall conclude separate written agreements to govern the specific project or collaboration.

Every individual research collaboration will have separate agreement/terms of contract that addresses issues such as Intellectual Property Right (IPR), funding pattern, disclosure of confidential information etc.

Financial Provisions

Both parties acknowledge and understand that any/all financial arrangements that may arise out of this memorandum shall be separately negotiated by the Parties and shall depend on the availability of funds.

Term

The MoU remains in place for a period of five years from the date of signing of the agreement and may be renewed for a further period of five years or such time period as agreed by both the Parties in writing.

Amendments

The terms of this MoU may be modified/ amended at any time subject to mutual written agreement. Such modifications/changes shall be effective from the date on which both the Parties execute them in writing.

Termination

The MoU may be terminated by either Party by giving 3 months written notice. In the event of termination, both Parties shall ensure that the interest of students and engineers working/projects under this MoU is safe-guarded to the extent possible.

Point of contact and mutual interaction

Both Parties mutually agree to identify various areas of interest and depute faculty/Nodal Officer as per the requirements with mutual consent. Each Party shall attempt to make such person available as and when required.

Both the Parties shall organize regular interactions/meets to promote research interaction and collaboration among their members. These meets may be organized for entire institute or specific to any department or school as per mutual convenience.

Dispute Resolution

If any dispute or difference of any kind whatsoever arises between the parties in connection with the agreement including any question regarding its existence, validity or termination, the parties shall try to resolve the same by mutual discussions, failing which such dispute or difference shall be referred to the court of competent jurisdiction for adjudication. The court of Jaipur shall have exclusive jurisdiction on matters relating to this agreement.

Disclaimer and Status of the Parties

The relationship of the Parties to each other is that of independent and autonomous organisations. Nothing in this MoU shall be construed to create any partnership or joint venture between the Parties. Nothing in this MoU restricts the right of any Party to enter into agreements with other organisations or entities for any purpose.

Approval

Now, based on the aforementioned promise(s), the parties put their signatures on this MoU on **September 07, 2017 at Jaipur.**

Arun Srivastava
Director, WSSO & Member Secretary,
Steering Committee, RaCE WaRM
Government of Rajasthan

Prof. A.B. Gupta
On behalf of
Director, Malaviya National Institute of
Technology, Jaipur, 302017, Rajasthan

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