



Memorandum of Understanding

Between

Rajasthan State Pollution Control Board, Jaipur

And

Manipal University Jaipur

For

Conducting Skill Development Programs at the Centre for Excellence in the Field of Environment

1. PREAMBLE:

The "Centre for Excellence" is established to develop skill, help in policy framing and research & development so as to provide necessary manpower, knowledge and resources to bridge the gap in skilled manpower. The CFE aimed at providing the knowledge and training and imparting skill sets on cross spectrum of subjects of relevance in the field of Environment Education & Pollution Control.





This Memorandum of Understanding (MOU) is entered into by and between

- The Rajasthan Sate Pollution Control Board, Jaipur, having Registered Office at 4, Jhalana Institutional Area or a body constituted under it, acting through its authorized signatory Member Secretary (hereinafter referred to as "RSPCB", which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include successors, representatives and permitted assignees).
- Manipal University Jaipur, a state Private University, Constituted vide the Manipal University Jaipur Act 2011 (Act No. 21 of 2011) having it's Campus at Village Dehmi Kalan, Jaipur-Ajmer Expressway, Jaipur 303007, Rajasthan.

2. SCOPE:

This MoU is entered for conducting skill development programs for:-

- Operators & field Staff
- Supervisors & Subordinate Scientific staff
- Engineers, Scientists and Environmental Managers
- Government & other stakeholder department personnel
- Environment regulators
- Any other relevant

3. PRINCIPLE OF COOPERATION:

3.1 Training topics and number of courses shall be finalized subsequently after signing of MOU.

3.2 Responsibilities of RSPCB (party of FIRST part):

- a. State Board is responsible for providing infrastructure which includes training hall, Audio-visual facility, provide course material etc.
- b. The boarding and lodging for faculty and supportive staff will be provided by the State Board.
- c. To reimburse cost against services provided by Party as per the approved rate of the State Board.

3.3 Responsibilities of University (party of SECOND part)

The partner institute/university will be responsible for designing of course, prepare study material (in soft & hard) and provide faculty for conducting the skill development courses.

4. ADMINISTRATION AND GENERAL PROVISIONS:

- 4.1. This MOU shall have an initial duration of three (3) years from the date of signature, unless either party gives a three (3) months' notice of termination. This MOU may be extended further, for three (3) years period, by mutual written agreement.
- 4.2. Negotiation, implementation and coordination of this MOU are the responsibility of the Member Secretary, RPCB and the Dean of the University. They may delegate this responsibility to appropriate individuals from within their organizations/agencies representing them.
- 4.3 Despite the statements and obligations expressed herein, this MOU is a non-binding expression if the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expenses hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each party and executed and delivered by authorized representatives of both parties.

5. CONFIDENTIALIY:

All parties undertake to observe confidentiality towards the parties not concerned or connected with this MOU. Any confidential information disclosed to either Party pursuant to this MoU shall not without prior written consent of the other Party be used for any purpose not expressly permitted in writing by the other Party.

6. APPLICABLE LAW:

The rules and venue for the proceedings of arbitration shall be in accordance with the applicable Indian legislation. Any dispute related to this Agreement shall be settled by negotiations between the two institutions. In case this is not successful, the dispute shall be resolved through a sole arbitrator appointed by the Parties by mutual agreement. The rules and venue for the proceedings of arbitration shall be as mutually agreed between the Parties. The ruling of the arbitrator shall be final and binding on both parties.





7. **AMENDMENT CLAUSE:**

Any clause under this MoU may be amended with the consent of both parties.

8. **TERMINATION:**

This MoU may be terminated in whole or in part by any party by giving (90) days written notice to the other parties or completion of program whichever is earlier, if there is any occurrence which in the opinion of the of the terminating party is sufficient to defeat or substantially prevent or delay the achievement of the objective of the project.

To the extent feasible, the termination shall not be effected in the middle of a running batch of training, and all efforts will be made to finish the batch and then terminate the MoU.

IN WITNESS HERE OF, the parties, through their authorized representatives, hereby agrees to the provisions of this Memorandum of Understanding, drawn up in three originals.

For Manipal University Jaipur

Dr Vandana Suhag,

Registrar

Place: Jaipur

Witness:

Dr. Amit Jain Director, SHM

For Rajasthan State Pollution

Control Board

Shri K.C.A Arun Brasad,

Member Secretary Name

19 April

Place: Jaipur

Witness: Khrevest Late (BNUVENESH MYTHUR)