

MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN
THE NATIONAL MISSION FOR CLEAN GANGA (NMCG),
MINISTRY OF WATER RESOURCES, RIVER DEVELOPMENT AND GANGA REJUVENATION (MoWR, RD & GR)
AND
SCOTTISH GOVERNMENT: WATER INDUSTRY DIVISION (WID)
ON
RIVER GANGA REJUVENATION

The National Mission for Clean Ganga (here in after called NMCG) under the Ministry of Water Resources, River Development and Ganga Rejuvenation (here in after called MoWR, RD & GR) having office at 1st Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi.

and

The Scottish Government: Water Industry Division (SG:WID), leading delivery of the Scotland: Hydro Nation (International), a Scottish Government Programme tackling global water issues and having offices at Victoria Quay, Edinburgh, Scotland, United Kingdom, acting through Mr Barry R Greig, Senior Policy Adviser, Scottish Government'

(hereinafter individually called as the PARTY and collectively called as PARTIES)

Recognizing that:

- I. River Ganga is of unique importance ascribed to reasons that are geographical, historical, social, cultural and economic, giving it the status of a National river.
- II. During the visit of Hon'ble Prime Minister of India to London on 12-13th November 2015, both the Prime Ministers launched the Thames/Ganga Partnership for healthy river systems; as enunciated in the Joint Statement issued by Hon'ble Prime Ministers of India & United Kingdom (UK)
- III. Through Thames/Ganga Partnership, United Kingdom has shown interest in supporting Government of India in the sustainable management of water resources in the Ganga basin through collaborative programmes of research & innovation and exchange of policy experts with the support of UK Water Partnership;
- IV. SG:WID represents Scotland: The Hydro Nation (International) a Scottish Government Programme tackling global water issues;
- V. Sharing mutual strategic priorities in Ganga rejuvenation can enhance the mutual collaboration, knowledge sharing and the capacity to address environmental challenges.

Have reached the following understanding:

Article I.
Purpose

1. The main purpose of this MoU is to facilitate arrangements and understandings that lead to cooperation and coordination of all activities relating to pollution abatement & rejuvenation of river Ganga including, but not limited to:
 - a. Treatment technologies for organic/biological pollutants and the impacts/residues in treated water in river Ganga by adopting / adapting the Scottish model and approach for low-cost, energy-efficient rural waste-water treatment, related management and implementation;
 - b. Linking environment and social data to address the problems of pollution and water resource use in river Ganga, and within the context of the water, food, energy nexus;
 - c. Rural reform and the role of communities in decision-making in effective pollution abatement in river Ganga;
 - d. Developing scientific modeling capability and appropriate decision-support mechanisms for NMCG and other stakeholders of river Ganga;
 - e. Innovation and new technologies in water quality monitoring and treatment, including deployment of remote sensing / novel sources of data in the river Ganga basin, ;
 - f. Knowledge exchange and capacity building on best practice on law and governance relating to integrated water resources management (IWRM) and inter- state issues in Ganga river Basin;
 - g. Information sharing on river basin management planning practice and experience in Scotland, including monitoring and assessment.
 - h. Adopting measures for promotion of renewable sources of energy and renewable energy delivery in waste water treatment for sustainable and efficient use of the river water.

2. Where appropriate the Parties shall encourage and support activities which involve areas of broad cooperation including, but not limited to:
 - a. Sharing information on scientific priorities, which may help identify opportunities for collaborative activities;
 - b. Identifying and developing new opportunities for collaborative activities;
 - c. Delivering collaborative activities such as networking, exchange of scientific and technical capability and co-funding new research/activities through joint calls where appropriate.
 - d. The Parties will also facilitate the inclusion of other cooperating / implementing entities and agencies in collaborative activities where appropriate, for example to enable the inclusion of engineering, cultural or socio-economic research;
 - e. The Parties note and acknowledge the related activity set out in the Memorandum of Understanding dated April 27, 2017 signed between the Indian Institute of Technology Kanpur (IITK) as the lead institute of the Centre for Ganga River Basin Management and Studies (cGanga) and the University of Dundee under Scotland's Centre of Expertise for

Waters (CREW), a Scottish Government funded partnership between the James Hutton Institute and Scottish Higher Education Institutes for tackling global water issue.

Article II
Responsibility of the Parties

1. The Parties shall develop separate implementing agreements or arrangements to support any agreed collaborative activities.
2. The MoU will enable the Parties to act in conformity with their internal rules.
3. The Parties shall be responsible for;
 - (a) Management and coordination of activities under the auspices of this MoU.
 - (b) Designation of appropriate officials to manage and coordinate joint activities.
 - (c) Where possible, support the provision of all necessary arrangements to facilitate **entry to and exit from its country of personnel and equipment of other country**, engaged in, or used in projects, under or related to, this MoU.
4. Notwithstanding any other provision of this MoU, all activities under this MoU will be conducted in accordance with, and are subject to, all applicable laws and to all executive orders, guidelines and policies of the Parties.

Article III
Financial Arrangements

1. Subject to the availability of funds & personnel, and in accordance with the laws and regulations of the respective country, each Party shall provide staff, facilities and other support necessary for implementation of activities as mutually determined by the Parties.
2. In accordance with the principle of equality and reciprocity, each Party shall bear for its own individuals, full costs incurred in performing, managing and administering its own efforts under this MoU, save where specific financial support/arrangement has been extended by any of the Parties exclusively for the purpose.
3. Subject to the applicable laws/ rules in respective country of the Parties, the funding contribution and national restrictions for participation in the activities will be detailed in the relevant implementation agreements for any agreed collaboration. The Parties shall establish the terms of funding in the signed implementation agreement before commencement of each activity.
4. Notwithstanding anything contained herein, this MoU shall not be construed as a funding document and all funding shall be subject to separate agreements / documents signed/ agreed between the Parties and /or other implementing agencies identified by the Parties, and availability of funds.

Article IV
Implementing Agreements or Arrangements

1. Specific projects to implement the collaborative activities identified in Article II (above) including tasks, responsibilities, milestones, deliverables, resources, and related conditions will be concluded by the Parties and any other cooperating/implementing entities/agencies as deemed appropriate and will be embodied as Implementing Agreements or Arrangements under this MoU. This MoU shall govern all such Implementing Agreements or Arrangements unless expressly stated otherwise. Projects established under this MoU will be coordinated through the heads of the two Parties or their designees. Coordinators and working groups may be appointed by mutual consent of the Parties, as required, to consider and act on matters related to the implementation of this MoU. Periodic reports on the progress towards achieving the purpose of the MoU as stated in Article I, including status reports on each of the projects shall be submitted to the heads of the two Parties or their designees. Such reports should outline future activity areas, represent proceedings of working groups, seminars or meetings and document the progress and results of a particular project program.

Article V
Information Exchange

1. Subject to the respective regulations/laws of the country, each Party shall provide the other Party necessary project specific information, data and other documents for successful achievements of the objectives of this MoU. Information that may be exchanged under the auspices of this MoU may include information that is intended to acquaint the Parties, to identify common interests, and other such matters as may be necessary to properly define the appropriate level of cooperation between the Parties. In addition to the exchange of reports and other documents, such exchange of information may include workshops and other collaborative sessions that focus on research outcomes and the planning of collaborative activities.
2. Each Party will use the information provided to it only for the purpose intended and will give all possible protection to information, data and products of a confidential nature provided by the other Party. Details will be included in the specific implementation agreements, but at a minimum, this protection will include the same protection, which a Party accords its own information, data and products.
3. The application or use of any information exchanged or transferred between Parties under this MoU will be the responsibility of the receiving parties. The supplying party does not guarantee the sustainability of such information for any particular application.
4. The Parties retain the right to release public information regarding their own activities under this MoU. In cases where the activities of the other Party are also concerned, prior consultation shall be undertaken.

Article VI
Intellectual Property Rights

1. The treatment of intellectual property created in the course of collaborative activities under this MOU shall be detailed in the appropriate implementation agreements but shall confirm to the existing laws and policies of the Parties.

Article VII
Confidentiality

- (1) The Parties agree that all information or discussions relating to this , the fields of research or to the business affairs of the other which are of a confidential nature or which ought reasonably to be considered confidential ("Confidential Information"), shall not be disclosed by a Party to any third party without the prior written consent of the other Party.
- (2) Neither Party shall disclose or use any Confidential Information without the other Party's prior written permission. These obligations of confidentiality and non-use shall not apply to any information: (i) that was lawfully in the receiving Party's possession before being disclosed to it by the disclosing Party; (ii) that lawfully enters the public domain; (iii) that was independently developed by the receiving Party without reference to the Confidential Information received from the disclosing Party; or (iv) which is required to be disclosed by law.
- (3) Both Parties must ensure that their respective agents, employees and research partners who receive, or may receive, Confidential Information, are aware of, and are bound by, these confidentiality provisions.

Article VIII
Dispute Settlement

Any dispute regarding interpretation or implementation of this MoU or its associated implementing agreements or arrangements will be resolved through mutual consultation and negotiation between the Parties.

Article IX
Entry into Force

- (1) Unless superseded by virtue of the Parties having entered into a subsequent implementation agreement, the MoU shall be effective from the date of its signing and shall remain in force for five years. Thereafter, it may be renewed for any additional period as per mutual written agreement.
- (2) Either party upon ninety days written notice to the other party in advance may terminate this MoU.

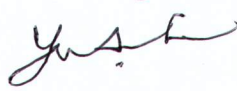
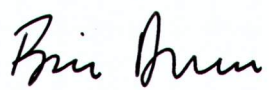
- (3) Unless otherwise agreed, termination or expiration of the MoU shall not affect the validity or duration of projects or programmes under this MoU that have been initiated prior to such termination.

ARTICLE X- AMENDMENTS

This MOU may be amended or extended by mutual agreement of the Parties. All such amendments/ extensions shall be in writing and signed by both the Parties. All amendments/ modifications/additions agreed upon by the Parties shall become part of this MOU from the date of their signature.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Governments have signed this MOU.

Signed in two originals 17th April, 2018, each in the English and Hindi languages, all texts being equally valid. In case of any divergence in interpretation, the English text shall prevail.

<p>For and on behalf of National Mission for Clean Ganga</p>  <p>(Name) H.C. Y.K. SINHA (Designation) HIGH COMMISSIONER OF INDIA TO THE UK. Date Place</p>	<p>For and on behalf of Scottish Government: Water Industry Division and representing Scotland: Hydro Nation(International)</p>  <p>(Name) BRIAN DORNAN (Designation) HEAD OF SCOTLAND HOUSE Date Place</p>
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