



महाराष्ट्र MAHARASHTRA

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NAGPUR

PV 749730

09 NOV 2016

**Memorandum of Understanding between NGHM and CSIR-NEERI**

This Memorandum of Understanding (MoU) (hereinafter, called the "MoU"), is made at

Delhi on this 22 day of Nov, 2016 (hereinafter called the "Effective Date")

BETWEEN

**National Green Highways Mission (NGHM) under National Highways Authority of India (NHAI)**, entrusted with the responsibility of implementing Green Highways Program for the Ministry, NHIDCL & NHAI, having its office at MTNL Building, Sector-19, Dwarka, New Delhi - 110 075 (hereinafter referred to as the "NGHM", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators and permitted assigns) of the other party.

And

**National Environmental Engineering Research Institute**, is a constituent laboratory of the Council of Scientific & Industrial Research (CSIR) having its registered office at Anusandhan Bhavan, 2, Rafi Marg, New Delhi – 110001, under Ministry of Science Technology, New Delhi, Government of India is a leading think tank, established in 1964, dedicated to conduct research for sustainable development of the country and registered as not for profit organisation with its registered office at Nehru Marg, Nagpur, Maharashtra state (hereinafter called "CSIR-NEERI" which term shall include his successors) of the other party.

प्रमाणपत्र  
 (Nature of document) **Bond**

प्रमाणपत्राचा नोंदणीत आणणे गरजेचे आहे का ? (Yes/No)  
 (Whether it is to be registered? Yes/No)

मालकीचे थोडक्यात वर्णन  
 (Property Description in brief)

प्रमाणपत्र खरेदी करणाऱ्याचे नाव व स्वाक्षरी  
 (Stamp Purchaser's Name & Signature) **Director Neeri**

यातून प्रमाणपत्र देणाऱ्याचे नाव, पत्ता व स्वाक्षरी  
 (Through other person then Name Address & Signature) **Thool**

दुसऱ्या पक्षाचे नाव  
 (Name of the other party) **Thool**

प्रमाणपत्र खरेदी करणेची रक्कम  
 (Stamp Duty Amount) **200**

प्रमाणपत्र खरेदी करणेची अनुक्रमांक/दिनांक  
 (Serial No. / Date) **48565 21 NOV 2016**

प्रमाणपत्र खरेदी करणेची ठिकाणे व पत्ता  
 (Where & from where stamp is purchased)

**R. Kambale**  
 Stamp Vendor  
 Khemia Chowk, Nagpur  
 L. No. 11 / 1986  
 Code No. 4601046

NGHM and CSIR-NEERI hereinafter collectively referred to as the “Parties” and individually as the “Party” recognizing the benefits of genuine, substantive cooperation and wishing to pursue such cooperation, have entered into this Memorandum of Understanding (hereinafter referred to as the “MOU”) in the spirit of trust and cooperation;

**WHEREAS,**

- National Green Highways Mission (NGHM) under NHA is the nodal agency for implementing green corridor development along National Highways in accordance with the **Green Highways (Plantation, Transplantation, Beautification and Maintenance) Policy 2015 of Ministry of Road Transport & Highways, GoI**, with a vision to develop eco-friendly National Highways for sustainable environment and inclusive growth.
- NGHM under the aegis of Green Highways Policy 2015 intends to undertake green corridors development along upcoming as well as existing National Highways thereby afforesting 1.62 lakh ha land.
- In pursuance of the above mentioned goals, NGHM intends to mainstream sustainable development in green corridor development through, plantations, biodiversity management, carbon sequestration, and issues of climate change.
- CSIR-NEERI having its vast experience, excellence, innovations and stewardship in Environmental Sciences and Engineering provide management plans and solution on environmental issues to Govt. sectors, industries and Academia for the benefit of society at large. NEERI with its scientific knowledge base has been instrumental to articulate on climate change, sustainable development at national and international levels, analysis and innovations for global climate policy negotiations from developing countries perspective on mitigation, adaptation, technology, and socio-economic importance of Clean Development Mechanism (CDM) and emerging new market mechanisms across the globe.
- CSIR-NEERI also focuses its research on natural resources management, ecosystem services, climate change, forestry and biodiversity issues in National front and across the globe. It has conducted number of studies on Environmental Impact in diverse sectors of Industries, Government infrastructure development plans, impact of climate change and mitigation



plans relating to all components of ecosystems viz. Land, Water, Air, Biodiversity, Socio-economic, as well as policy decisions of the Government and Judiciary as an expert technical body providing science-based evidences on environmental issue through research and development.

- NGHM and CSIR-NEERI have agreed to work jointly in the fields of climate change, forestry, biodiversity and carbon emission reduction for sustainable development and inclusive growth of the country.

NOW THEREFORE, the parties hereto, in consideration of the premises set forth hereinabove and of the mutual covenants and undertaking set forth hereinafter, hereby mutually agree to implement the activity as per terms and conditions mentioned hereunder as follows:

#### A. Scope and Purpose

1. This MOU provides a framework for cooperation between NGHM and NEERI for Institutional collaboration.
2. This MOU is not exclusive and the Parties are free to work with other institutions as well to achieve the organization's goal.
3. Use of logo and branding for joint events.
4. The following shall be the primary areas of collaboration under the MOU:
  - Research and innovations in green corridors development.
  - Policy advocacy in environment and sustainable development.
  - Capacity building and awareness generation programmes in environment, forestry, climate change and carbon sequestration etc.
  - Joint proposal development and project implementation in green highways development, carbon sequestration, climate change, forestry and biodiversity for funding.
  - Jointly highlight the initiatives undertaken by the country in the fields of climate change and forestry and carbon offsets at various national and international foras such as UNFCCC, UNFF, CBD, UNCCD, APFC and FAO etc.
  - Any other activity mutually agreed upon by NGHM and CSIR-NEERI.



## **B. Roles and Responsibilities:**

### **NGHM**

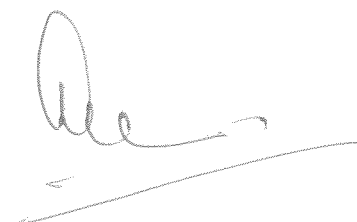
5. Organise joint events with CSIR-NEERI related to climate change, sustainable development, forestry and carbon sequestration etc.
6. Share technical knowledge, research and innovations conducted in the field of green highways.

### **CSIR-NEERI**

7. CSIR-NEERI shall undertake innovative research programmes relevant to NGHM.
8. Policy advocacy in the field of climate change and sustainable development at various national and international forums with respect to green highways.
9. Conduct training and capacity building programmes and exposure visits for NHAI and NGHM staff.
10. Communication and global publicity on India's highways plantation initiative and leadership.
11. Act as linkage between NGHM and network of experts and international agencies working in the fields of environment, climate change, and sustainable development etc. for knowledge sharing.
12. International and national profiling and publicity of the strategic partnership between NGHM & CSIR-NEERI and its specific activities, including presentations at relevant events.

## **C. Agreement Period**

13. This MOU shall enter into force upon signature by the authorized representatives of the Parties, being effective from the date of the latest signature and shall remain valid for a period of 5 years from the effective date of this MOU, unless earlier terminated by either Party. The Agreement may be extended further for a specified period on the basis of mutually signed agreement for the same.



#### **D. Funding**

14. The parties agree that each activity undertaken pursuant to this MoU shall be dependent on the availability of funds, and financial arrangements for each activity shall be negotiated prior to entering into a Program Specific Agreement related thereto. The parties agree that they shall make efforts to find adequate financial resources for the activities and exchanges/programs undertaken pursuant to this MoU.

#### **E. Coordination, Dispute Resolution and Termination**

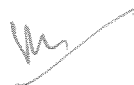

15. Coordination meeting between NGHM and CSIR-NEERI officials shall be held regularly and periodically at least once in three months.

16. If any dispute, controversy or claim arises between the Parties out of or relating to this Agreement or the breach, termination or validity thereof, (a "Dispute"), senior management personnel from each party shall meet and attempt to resolve the dispute within a period of twenty (20) days following one party's written request to the other party to hold such a meeting. If the Parties' senior management personnel are unable to resolve the Dispute within the twenty (20) days period according to the preceding sentence then the such matter will be subject to the Jurisdiction of Courts at New Delhi. In case of deficiency/non-adherence to provisions of MoU by NGHM/CSIR-NEERI may serve a notice of 21 days period to rectify the deficiency / non-adherence to the provisions of the MoU by CSIR-NEERI. In case of continuing unsatisfactory performance or noncompliance beyond 21 days, NGHM shall have the right to terminate the MoU without any further notice.

17. The MoU shall be governed and construed in accordance with the Indian Laws and Regulations and all matters arising out of this Agreement will be settled subject to the exclusive Jurisdiction of Courts in New Delhi.

#### **F. Notices**

18. Any notice or other communication under or in connection with this Agreement shall be in writing in English language and shall be delivered personally or sent by registered post or courier, to the party due to receive the notice or communication at its address set out



in this Agreement or such other address as either party may specify by notice in writing to the other. The notice shall be deemed given when actually received by the other Party, on the address as mentioned in this MoU.

#### **G. Amendments**

19. Any amendments including extension of agreement period (if any) of this Agreement shall be in writing to be signed by both parties and shall, thereafter form and become an integral part of this Agreement.

#### **H. Use of the Name, Emblem or Official Seal of the Parties**

20. Unless authorized in writing by NGHM or CSIR-NEERI, both the organizations shall not use the name, emblem or official seal of each other or any abbreviation of the name of NGHM or CSIR-NEERI in connection with its business or otherwise.

#### **I. Force Majeure**



21. Both parties shall not be liable for any delay, interruption or failure in performance of this Agreement due to the occurrence of any event of force majeure (hereinafter referred to as the "Force Majeure") including but not limited to fire, explosion, flood, earthquake, landslide, other natural disasters, epidemics, quarantine, riot, civil commotion, act of God, labour disputes, strikes, sabotage, war, war like condition, terrorism, insurrection, mobilization, direct act or intervention of any Government or sub-division thereof.

#### **J. Waiver**


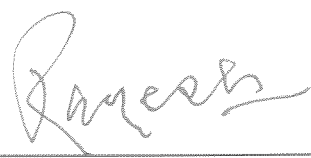
22. The failure of any party at any time to invoke any of the conditions of this Agreement shall not be construed as a waiver by such party and shall not prevent such party from invoking or insisting compliance of the same at a later date.

#### **K. Applicability**



23. This agreement will be applicable with effect from the date it is signed by both parties

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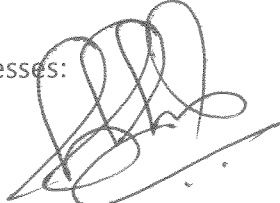
IN WITNESS WHEREOF, the undersigned, duly appointed representatives of NGHM, NHAI and CSIR - NEERI have signed this MOU in two originals in the place(s) and on the date(s) herein below indicated:

NGHM	CSIR-NEERI
 <hr/> <p>Dr. A.K. Bhattacharya MD, NGHM</p> <p>Place: New Delhi Date: 22/11/2016</p>	 <hr/> <p>Dr. Rakesh Kumar Director, CSIR-NEERI</p> <p>Place: New Delhi Date: 22.11.2016</p>

Witnesses:

1. 
2.   
(SATISH TIYAGI)

Witnesses:

1. 
2. 