



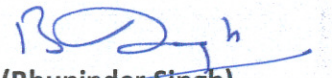
File No. CWC/TC/G-12/2017/ 159-166

Dated 26.05.2023

**Sub:-** Memorandum of Understanding between NMCG & CWC – reg.

A MoU between CWC & NMCG has been signed on today i.e. on 25.05.2023 between Chairman, CWC and Director General, NMCG for exploring the subject area related to management of water pollution monitoring practices for rejuvenation of rivers and surface water systems through application of CWC Technological interventions for effective river pollution monitoring within the objective of the Namami Gange Programme.

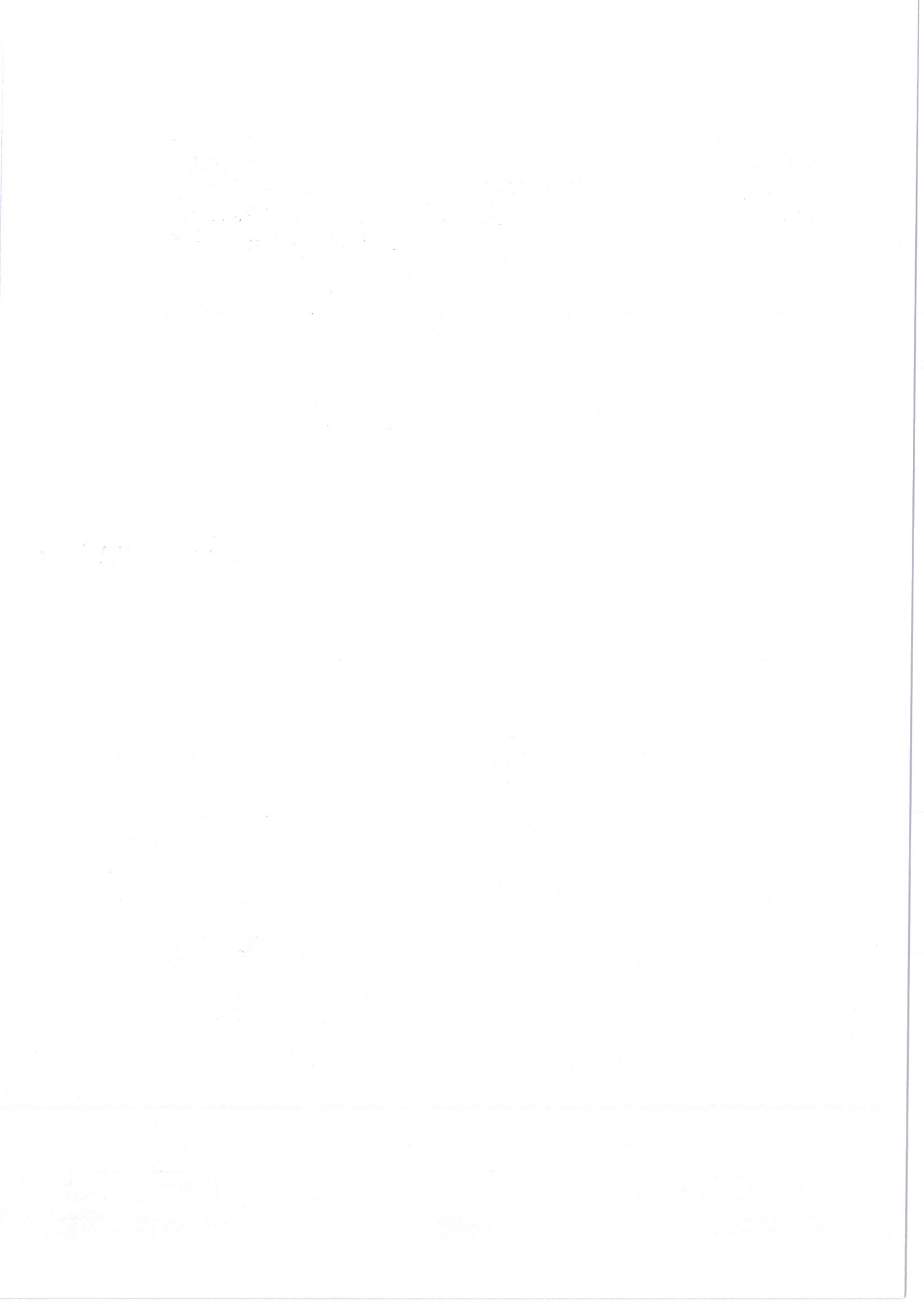
I am directed to enclose the scanned copy of the same for kind information and further necessary action please.

  
(Bhupinder Singh)  
Director (TC Dte.)

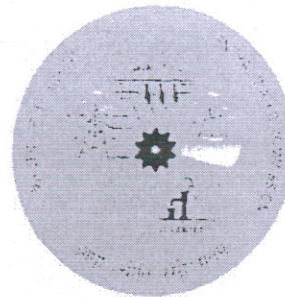
To :

1. Member (RM/WP&P), CWC, New Delhi
2. CE (UGBO), CWC, Lucknow
3. CE (LGBO), CWC, Patna
4. Director (WP&PC/RMCD/RDC-II), CWC, New Delhi
5. Director (SMD), CWC, New Delhi with the request to upload the copy of MoU on CWC Website









## **Memorandum of Understanding**

This Memorandum of Understanding ("MOU") is made and entered into on 25<sup>th</sup> May 2023

### **By and Between**

**National Mission for Clean Ganga**, was registered as a society on 12<sup>th</sup> August 2011 under the Societies Registration Act 1860. It acted as implementation arm of National Ganga River Basin Authority (NGRBA) which was constituted under the provisions of the Environment (Protection) Act (EPA), 1986. NGRBA has since been dissolved with effect from the 7<sup>th</sup> October 2016, consequent to constitution of National Council for Rejuvenation, Protection and Management of River Ganga (referred as National Ganga Council) vide notification no. S.O. 3187(E) dt. 7<sup>th</sup> October 2016 under EPA 1986. National Mission for Clean Ganga, with registered address at 1st Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi - 110002, through its Director General, Shri G Asok Kumar, hereinafter referred to as "NMCG" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and permitted assigns) of the first part.

### **And**

**Central Water Commission (CWC)**, an apex organization in the country in the field of Water Resources came into existence as "Central Waterways, Irrigation and Navigation Commission" vide Department of Labour Resolution No. DW 101(2) dated 05.04.1945. In the year 1951, it was renamed as "Central Water and Power Commission" (CW&PC) after its merger with the "Central Electricity Commission". Following the changes in the Ministry of Agriculture and Irrigation, in the year 1974, Water Wing of CW&PC was separated as "Central Water Commission", which continues till date. At present Central Water Commission functions as an "Attached Office" of the Department of Water Resources, River Development and Ganga Rejuvenation, Ministry of Jal Shakti and is its main technical arm. It is mainly manned by the officers of Central Water Engineering Services (CWES) cadre, the only organised service of the Ministry of Jal Shakti, Department of Water Resources, River Development and Ganga Rejuvenation through its Chairman, Shri Kushvinder Vohra hereinafter referred to as "CWC" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and permitted assigns) of the other part.

NMCG and CWC are hereinafter collectively referred to as "Parties" and individually as a "Party", wherever the context so requires.

### **WHEREAS**

- (a) **NMCG, Department of Water Resources, River Development and Ganga Rejuvenation, Ministry of Jal Shakti, Government of India** is engaged in undertaking the 'Namami Gange Programme', which is an Integrated Conservation Mission, approved as 'Flagship Programme' by the Union Government in June 2014 to accomplish the twin objectives of effective abatement of pollution, conservation and rejuvenation of the National River Ganga.



- (b) CWC is a premier Technical Organization of India in the field of Water Resources and is presently functioning as an attached office of the Ministry of Jal Shakti, Department of Water Resources, River Development and Ganga Rejuvenation, Government of India. The Commission is entrusted with the general responsibilities of initiating, coordinating and furthering in consultation of the State Governments concerned, schemes for control, conservation and utilization of water resources throughout the country, for purpose of Flood Control, Irrigation, Navigation, Drinking Water Supply and Water Power Development.
- (c) The Parties are desirous of exploring collaboration opportunities wherein association of CWC can be explored for the subject area related to management of water pollution monitoring practices for rejuvenation of rivers and surface water systems through application of CWC Technological interventions for effective river pollution monitoring, within the objectives of the Namami Gange Programme.

Now, therefore, this MOU witnessed as follows:

**1. Identified collaboration opportunities:**

- A. Sharing of hydrological observation sites for monitoring of real time water quality levels and sharing of datasets (As per the approved hydrological data dissemination policy).
- B. Collaboration for various ghat cleaning activities across the length of the Ganges. Stakeholders/ volunteers who are working for clean Ganga mandate can be integrated along with various CWC initiatives/activities.
- C. Collaboration for integration of the local communities across the riverbanks as these sites are near towns in spreading the message of clean river banks.
- D. Any additional areas of joint work/collaboration that are identified and agreed to by the Parties.

**2. Definitive Agreements:**

The Parties agree to work towards development of 'Definitive Agreements' in the identified fields of collaboration, clearly detailing the following:

- Scope of Work,
- Responsibilities,
- Financial arrangements,
- Deliverables and milestones,
- Intellectual property rights

**3. General Provisions**

Despite the statements and obligations expressed herein, this MOU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party.

**4. Use of Name and Logos**

All joint activities, publications, related media releases and certification under this MoU will carry the logos of NMCG and CWC.

**5. Intellectual Property Rights (IPR)**



On all matters with respect to IPR, the Parties agree to abide by the relevant clauses given in Definitive Agreements entered into by the Parties.

**6. Dispute Resolution**

Any dispute arising out of or relating to this Agreement, its interpretation or performance hereunder, shall be settled amicably by negotiations between the Parties.

**7. Terms and Termination**

This MoU shall be effective from the date of signing and shall remain in force for a period of three (3) years thereafter and shall be renewed by mutual consent of the Parties, at which point both Parties shall determine the terms and conditions of any extension or duration of this MoU.

This MoU can be terminated by either Party by issuing a prior notice of 30 days to the other Party. However, all obligations to the project must be fulfilled by both the parties prior to exit.

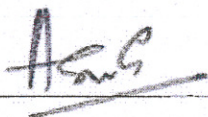
**8. Confidentiality**

Both Parties undertake to observe confidentiality towards other 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 disclosed to a third Party or be used for any purpose not expressly permitted in writing by the other Party.

**IN WITNESS WHEREOF**, the Parties hereto have signed this MOU and caused it to be effective as of the day, month and year first written above

For and on behalf of

**National Mission for Clean Ganga**

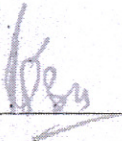


**Name:** Mr. G. Asok Kumar

**Designation:** Director General

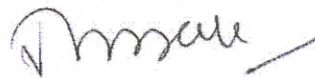
**Date:** 25.5.2023

**Witness:**



For and on behalf of

**Central Water Commission**



**Name:** Mr. Kushvinder Vohra

**Designation:** Chairman

**Date:** 25.5.2023

**Witness:**



