



Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is made and entered into on August 30th, 2023.

By and Between

Central Water Commission (CWC) which is an attached office of the Ministry of Jal Shakti, Department of Water Resources, River Development and Ganga Rejuvenation, Government of India and 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.

And

Central Ground Water Board (CGWB) which is a subordinate office of the Ministry of Jal Shakti, Department of Water Resources, River Development and Ganga Rejuvenation, Government of India, and is entrusted with the responsibilities to develop and disseminate technologies, monitor and implement National policies for the scientific and sustainable development and management of India's ground water resources, including its exploration, assessment, conservation, augmentation, protection from pollution and distribution based on principles of economic and ecological efficiency and equity.

CWC and CGWB are hereinafter collectively referred to as “Parties” and individually as a “Party”, wherever the context so requires.

Whereas, both the parties are already collaborating in various technical studies, related to assessment of surface and ground water resources, IWRM studies, NAQUIM programme, Project performance studies etc. through representation in various committees.

Whereas, both parties are desirous of extending the cooperation in the field of Water Quality Testing etc. also.

Now, therefore, this MOU witnessed as follows

1. Objectives

To establish a collaborative framework for water quality testing, leading to the efficient use of resources and avoidance of duplication of efforts.

2. Scope of Cooperation:

- a. Parties have their own water quality monitoring laboratories for testing various water quality parameters. However, CGWB does not have pathogenic/bacteriological/pesticide parameter testing facility in their labs. Therefore CWC agrees to provide technical assistance and support to CGWB in testing of water quality samples for pathogenic/bacteriological/pesticide parameters.
- b. Any other activities as mutually agreed upon by both the parties can be taken up in future.

3. Roles and Responsibilities:

3.a. Central Ground Water Board (CGWB):

1. Will appoint a Nodal officer for coordination with Nodal officer from CWC.
2. Will ensure providing the ground water samples at the designated CWC labs as per the protocol provided by the CWC.

3.b. Central Water Commission (CWC):

1. Will appoint a Nodal officer for coordination with Nodal officer from CGWB.
2. Will receive samples at their laboratories and analyze the specific groundwater samples for pathogenic/bacteriological/pesticide parameters.
3. Will share the results of the sample testing with CGWB at specified intervals

3.c. Joint Responsibilities

1. CGWB and CWC will nominate Nodal officers for coordination of the requirements/inputs vis-à-vis progress of the sample analysis (pathogenic/bacteriological/pesticide parameters) as provisioned in the MOU.
2. CGWB and CWC will jointly decide the number of samples to be analyzed (for pathogenic/bacteriological/pesticide parameters) on annual basis.
3. Details of sample collection and other associated activities coming under the purview of the MOU will be decided jointly by CGWB and CWC

Each of the parties resolve to act in good faith and in accordance with the spirit of this MOU to implement the provisions in accordance with the mutual desire and in the interest of the Parties.

4. Dispute Resolution

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

5. Duration:

This MOU shall come into effect on the date of its signing and remain valid for an initial period of three (03) years, subsequent to which it may be renewed.

6. Amendment and Termination:

Any amendments to this MOU shall be agreed upon in writing by both parties. This MOU may be terminated by any of the party by issuing a prior notice of 30 days to the other party.

7. 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.

8. Financial commitments

While the parties agree to co-operate and otherwise act in good faith with the view to the successful implementation, **there is no financial binding on either party.** The MOU is intended to mutual understanding of the Parties hereto as at the date thereof.

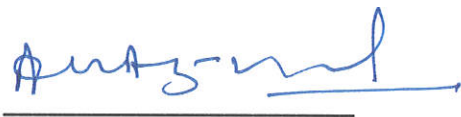
9. Liability

Both CWC and CGWB shall ensure that the data will be used only for the purpose it is being shared and the data will not be transmitted to other than bona fide users

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

Central Ground Water Board




Name: A.K. Agrawal

Designation: Chairman

Date: 30/08/23

Witness:


T.S. Anitha Shyam

For and on behalf of

Central Water Commission




Name: Kushvinder Vohra

Designation: Chairman

Date: 30-08-2023

Witness:


30/08/23
Dr. B.R.K. Pillai