

# MEMORANDUM OF UNDERSTANDING (MoU)



Anna University & Central Ground Water  
Board (CGWB)

**Memorandum of Understanding  
On  
2<sup>nd</sup> November 2023**

भारतीय गैर न्यायिक

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Rs.20

TWENTY  
RUPEES

INDIA NON JUDICIAL

12 SEP 2023

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REGISTRAR  
ANNA UNIVERSITY  
CHENNAI-600 025.

M. KAILASH CHAND  
STAMP VENDOR-L.No.11727/C/9  
CHENNAI-15. 9840173098

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is executed at Chennai on 2.11.2023

**By and Between**

**Anna University, Chennai** an entity brought into existence by an Act of the Legislature of Tamil Nadu, having its office and campus at Sardar Patel Road, Chennai - 600025, represented by the Registrar, Anna University, which term shall unless repugnant to the context or meaning thereof hereinafter be referred to as the **PARTY OF THE FIRST PART/ANNA UNIVERSITY**

**And**

**Central Ground Water Board (CGWB)**, South Eastern Coastal Region, Chennai – 600090, the Second Party, and represented herein by its Regional Director which term shall unless repugnant to the context or meaning thereof hereinafter be referred to as the **PARTY OF THE SECOND PART/CGWB**

- A. The terms Party of the First Part/Anna University and Party of the Second Part/CGWB, shall wherever the context so permit, mean and include their respective representatives, administrators/assigns and successors-in-interest.
- B. Whereas Anna University was established on 4<sup>th</sup> September 1978 as a unitary type of University. It offers higher education in Engineering, Technology, Architecture and Applied Sciences relevant to the current and projected needs of society. Besides promoting research and disseminating knowledge gained therefrom, it fosters cooperation between the academic and industrial communities. The University was formed by bringing together and integrating four well-known technical institutions in the city of Madras (now Chennai) namely, the College of Engineering (CEG) (Established in 1794) Alagappa College of Technology (ACT) (Established in 1944) Madras Institute of Technology (MIT) (Established in 1949) School of Architecture & Planning (SAP) (Established in 1957). In addition to the above, 4 University Department Campuses (CEG/MIT/ACT/SAP Campuses), presently, Anna University has 13 Constituent Colleges, 3 Regional Campuses at Tirunelveli, Madurai and Coimbatore and 593 Affiliated Colleges (Government, Government Aided and Self-Financing Colleges). The vision of Anna University is to be a world-class institution by producing professionals with high technical knowledge, professional skills and ethical values, and remain as a preferred partner to the industry and community for their economic and social development through excellence in teaching, research and consultancy. Anna University shall be recognized as a point of reference, a catalyst, a facilitator, a trendsetter and a leader in technical education.
- C. Whereas Central Ground Water Board (CGWB) which comes under the Ministry of Jal Shakti, Department of Water Resources, RD & GR, Government of India and an apex organization at the National level, works in the field of monitoring, assessment, management, development, quality and protection of groundwater resources in the country. Groundwater plays an important role in the Indian economy and in ensuring the food security of the country. The beginning of the





Green Revolution during the 1970s brought in a significant increase in groundwater extraction, which has continued ever since, with resultant manifestations of adverse environmental impact in the form of declining water levels and deterioration in groundwater quality.

D. Whereas the Party of the First Part and the Party of the Second Part believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities towards trans-disciplinary approaches.

E. Both Parties intend to cooperate and focus their efforts on cooperation within the area of Education, Research and Training including promoting interaction and collaboration between Faculty, Scientists, Research Officers, Staff and Students of both parties through visits, carrying out joint research programs, imparting training, resource sharing, on a reciprocal basis.

F. Whereas both parties are desirous of utilizing their respective expertise in the area of value additions for conducting collaborative works between themselves. In consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows on the terms and conditions enlisted hereunder:

#### **NOW THIS DEED OF MEMORANDUM OF UNDERSTANDING WITNESSETH AS**

##### **FOLLOWS:**

#### **1. COOPERATION**

- 1.1. The parties shall establish channels of communication and cooperation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all the information that may be relevant to secure additional opportunities for one another.



1.2. The Party of the First Part and the Party of the Second Part cooperation will facilitate the effective utilization of facilities between the parties providing significant contributions towards the application of Engineering concepts in the field of Geology and Hydrogeology Water Resources Engineering and in developing suitable teaching/research/training systems/outreach activities etc. on need-basis.

## 2. SCOPE

2.1. Anna University and CGWB after considering their objectives and strengths agreed to have an understanding for collaboration in the following areas of interest with the approval of the competent authorities/committees of the parties concerned.

2.1.1. Collaborative research in the emerging and newer fields of groundwater and other areas of mutual interest.

2.1.2. Collaborative research project(s)/proposal(s) submission for the intra-mural and Extra-mural research grants in various funding agencies under State and Central Governments.

2.1.3. Utilisation of expertise and facilities available at Anna University and Central Ground Water Board.

2.1.4. Both CGWB and Anna University will be involved in curriculum assessment, conduct of lectures/practical/field-work, examination and evaluation, project guidance and other aspects of the programs in conformity with the rules and regulations of Anna University.

2.1.5. CGWB will share the services of its scientists as guest faculty members for specialized subjects related to groundwater for partial fulfilment of the undergraduate and postgraduate courses. The total duration of the theory classes for which CGWB will spare the services of scientists will not

exceed 3 hours a week, which is to be taken on the university premises or online mode by a nominated scientist of CGWB.

- 2.1.6. In addition to this, the students visit CGWB for hands-on sessions. Visit of the students to CGWB is to be arranged by the Centre for Research, Anna University or the students themselves.
- 2.1.7. The postgraduate students and research scholars of Anna University with permissions of both the institutes as per their academic/research requirements can avail the library and laboratory facilities in CGWB for education and research work.
- 2.1.8. CGWB will spare the services of its scientists and facilities of its laboratories as per availability and in case of exigencies related to government work, the classes will be rescheduled/curtailed as deemed fit.
- 2.1.9. Anna University will align its relevant groundwater research activities to support the overall objectives of CGWB.
- 2.1.10. Joint Publication of Research Findings in peer-reviewed National and International Journals.
- 2.1.11. Filing of Patents based on joint research efforts.
- 2.1.12. Internships and guidance to research to students/faculty shall be entertained under ongoing scientific work.
- 2.1.13. Anna University will help CGWB in creating awareness, improving outreach and taking the activities being carried out by CGWB to the public through its ongoing activities.
- 2.1.14. Organizing Joint Symposiums / Conferences / Workshops / Short-term courses conducted by both institutions.



2.1.15. Engage in Short-term and long-term developmental programs on the topics of mutual interest.

2.1.16. The two organizations agree to share the sophisticated R&D facilities on mutual consent in the areas of Research and Development

### **3. JOINT CONFERENCE/ WORKSHOP / TRAINING PROGRAMMES**

3.1. Both Institutions agree to hold / conduct whenever feasible, joint conferences/workshops/training programmes/webinars in the areas of mutual interest.

3.2. Financial commitments will be decided by both parties for conduct of the Conferences / Workshops / Training Programmes / Webinars.

### **4. RESEARCH COLLABORATIONS**

4.1. Faculty from both Institutions will collaborate in the supervision of the exchange of students and in joint research in disciplines of mutual interest. All such joint research activities will be governed by the terms laid out as follows:

4.1.1. Proposals for collaborative research work under this Memorandum will be submitted with the prior approval of the Head of each institution, or his/ her nominee.

4.1.2. Each institution will nominate one of its members as its representative in charge of every cooperative program. Individual programs of work under this Memorandum will be jointly planned and conducted by the nominees of both parties.

4.1.3. Progress of work of any individual program will be reviewed and approved by designated authorities of both parties.

4.1.4. The final approval of any project will depend on the availability of guaranteed support funds.



## 5. COORDINATION COMMITTEE

5.1. The following will constitute the Coordination Committee to coordinate and monitor the collaboration between the two organizations:

1. The Vice Chancellor, Anna University, Chennai – 25
2. The Regional Director, Central Ground Water Board, SECR, Chennai– 90

5.2. Two Representatives of Anna University - One of them to act as Coordinator from Anna University.

5.3. Two representatives of Central Ground Water Board - One of them to act as Coordinator for Central Ground Water Board.

5.4. The representatives will work collaboratively to arrange meetings, keep their respective parties fully informed, communicate on matters that may be of mutual interest and oversee any arrangements put in place.

## 6. CONFIDENTIALITY

6.1. The parties hereby agree to maintain secrecy and keep confidentiality of any information that they shall gain or be privy to in the course of execution of carrying out their obligations under this Agreement and agree not to disclose to the same to any third party for any reason whatsoever except for complying with any applicable law, insurance or regulatory requirements or order of any competent Court, of such information gained unless permitted by the other party.

## 7. JOINT PROPERTY

7.1. The Parties agree that any intellectual property rights arising from or in connection with any programme or activity under this agreement, through and by the joint and collaborative efforts of both Parties shall be jointly owned and subject to any other terms and conditions as may be agreed upon in writing.





- 7.2. Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both Parties under this agreement, unless otherwise mutually agreed upon in writing by the Parties.

## **8. FORCE MAJEURE**

- 8.1. Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lockouts, epidemics, pandemics or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature.
- 8.2. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

## **9. EVALUATION**

- 9.1. The Coordination Committee will assess the collaborative programme and review the progress reports and the operational plans systematically through a formal meeting once a year. In addition, representatives of the institutions will make regular site visits, based on respective operational plans.

## **10. COMMENCEMENT, RENEWAL, TERMINATION, AMENDMENT AND SEVERABILITY**

- 10.1. This MOU will come into force upon affixing of the signatures of the representatives of the partner institutions and will remain in effect for 2 years. This MOU may be renewed upon its expiry, with the agreement of both partner institutions.
- 10.2. If either partner institution wishes to terminate the MOU at the end of 2 years period, it must notify the other institution not less than 6 months to the expiry of the MOU.



- 10.3. This MOU may be terminated by either party upon giving 30 days' notice to the other Party.
- 10.4. This MOU or its renewal and the actions taken under it may be reviewed at any time. Modifications may be made by mutual agreement and any amendment or extension to the agreement may be formalized by the exchange of letters between the two parties.
- 10.5. The amendment or termination of the agreement shall not be effective without deliberation between the parties, but if the deliberation does not lead to a mutually agreeable path forward for any reason, either party may terminate this agreement upon thirty (30) days written notice.

#### **11. NOTICES & NODAL CONTACT**

- 11.1. All notices and other communications required to be served on Anna University under the terms and this MOU shall be considered to be duly served, if the same is delivered at registered mail to Anna University at its office at Chennai – 25. Similarly, any notice to be given to the CGWB shall be considered as duly served, if the same is delivered at or posted by registered mail to the CGWB at its registered office at Central Ground Water Board (CGWB), South Eastern Coastal Region, Chennai – 600090.

**Nodal contacts are:**

<b>Anna University</b>	<b>Central Ground Water Board (CGWB)</b>
The Director, Centre for Research, Anna University, Chennai – 25.	The Regional Director, Central Ground Water Board South Eastern Coastal Region, Chennai - 90

#### **12. LIABILITY AND INDEMNITY**

- 12.1. Each Party shall be solely responsible and liable for the actions and omissions of its employees, agents and assigns.
- 12.2. No party shall be liable to indemnify the loss caused to the other party if the loss caused is as a result of their own actions.



### 13. DISPUTE RESOLUTION

13.1. All disputes arising out of in connection with the instant Memorandum of Understanding shall be finally decided by Arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 as has been amended from time to time.

(Sole Arbitrator, Seat: Chennai, Language: English, Costs to be shared between the Parties equally)

In witness whereof, the parties hereto have signed this MOU on the day, month and year mentioned herein before.

For and on behalf of AU



The Registrar, Anna University, Chennai.

For and on behalf of CGWB



The Regional Director, CGWB, Chennai

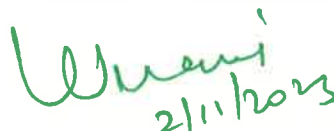
#### Witnesses (Name & Address)

1.



DIRECTOR  
PLANNING AND DEVELOPMENT  
ANNA UNIVERSITY, CHENNAI-600025


2.



DIRECTOR  
Centre for Research  
ANNA UNIVERSITY  
Chennai - 600 025.

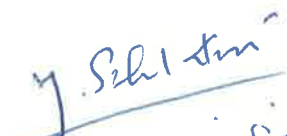
#### Witnesses (Name & Address)

1.



D. DHAYAMALAR  
Scientist E, CGWB

2.



Dr. J. SENTHIL KUMAR  
Scientist - D.