

MEMORANDUM OF UNDERSTANDING

Between



BHATTADEV UNIVERSITY, BAJALI

A State University of the Government of Assam

And



POLLUTION CONTROL BOARD, ASSAM

Date: 28/02/2025



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Assam

e-Stamp

Certificate No.	:	IN-AS43131793139727X
Certificate Issued Date	:	25-Feb-2025 03:06 PM
Account Reference	:	NONACC (SV)/ as17012304/ BAJALI/ AS-BJ
Unique Doc. Reference	:	SUBIN-ASAS1701230472430426418013X
Purchased by	:	BHATTADEV UNIVERSITY BAJALI ASSAM
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	NA
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	BHATTADEV UNIVERSITY BAJALI ASSAM
Second Party	:	POLLUTION CONTROL BOARD ASSAM
Stamp Duty Paid By	:	BHATTADEV UNIVERSITY BAJALI ASSAM
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)



Please write or type below this line

Memorandum of Understanding
between
Bhattadev University, Bajali
and
Pollution Control Board, Assam

QE

0028386474

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

(Signature)

1. GENERAL

This Memorandum of Understanding (here in after referred to as MoU) is entered into on this 28th day of February, 2025 at Bhattadev University, Pathsala, Bajali, Assam, between Vice-Chancellor, Professor Dhanapati Deka (which expression shall unless repugnant to the context thereof, mean and include its successors and assigns), Bhattadev University - A State University of the Government of Assam (herein after referred to as BU), Pathsala, Bajali, Assam, PIN-781325, representing the University for the purpose of signing of this MoU, and Sri Kanteswar Kalita, Senior Planning and Research Officer (which expression shall unless repugnant to the context thereof, mean and include its successors and assigns), Pollution Control Board, Assam (herein after referred to as PCBA), Bamunimaidam; Guwahati, Kamrup (Metro), Pin: 781021, representing the Board for the purpose of signing of this MoU.

"BU" and "PCBA" are individually referred to as "Party" and collectively as "Parties" or the "Institutes".

This MoU is towards recognizing the areas of mutual interest within mandates of the Parties and to establish basis of cooperation and collaboration. The Parties in this MoU are agreed to co-operate, associate and to satisfy the needs for the accomplishment of the objectives of this MoU and the terms contained herein.

2. PREAMBLE

Bhattadev University is one of the State Universities in Assam established by upgrading Bajali College under Assam Act No. XXXVI of 2017 and it came into being in 2019. Bajali College, established in the year 1955 had a glorious history of more than six decades and was widely recognized as one of the prominent educational institutions of the state of Assam striving towards excellence in rural education and women empowerment. The objects of this State University as envisaged in the statutes are that it shall strive to develop an excellent University meant for skilling and educating people at large and for researching in areas that are relevant to the society with a focus on locally relevant sustainable development goals while being a responsible partner of regional, national and global efforts.

Pollution Control Board, Assam is an autonomous statutory organization constituted by the Government of Assam on 2nd June, 1975 vide Notification No.HLB.264/74/Pt.1, dated 31st May, 1975 under the provision of Section 4 of the Water (Prevention & Control of Pollution) Act, 1974. The Board, which is under the Department of Environment & Forest, Government of Assam, having its Head Office at Bamunimaidam, Guwahati-21 and eleven (11) Regional Laboratories cum Offices (RLOs) / Regional Offices (ROs) located at – Dibrugarh, Sivasagar, Golaghat, Tezpur, Nagaon, Silchar, Bongaigaon, Guwahati, Kamrup, South Bank, and Tinsukia. The Board was initially constituted to implement the provisions of the Water (Prevention & Control of Pollution) Act, 1974 within the territorial jurisdiction of the Assam. But, in the subsequent period, it was given the responsibility to implement the Air (Prevention and Control) Act, 1981 and other environmental Acts and Rules enacted by the central as well as state government from time to time. At present the Board is empowered with 5 Environmental Acts and 21 Environmental Rules.

D. Deka

Sri Kanteswar Kalita

3. THE PURPOSE

The purpose of this MoU is to foster – inter-institutional cooperation, knowledge & expertise sharing; collaboration for scientific and environmental research, sustainable environment management, promotion of circular economy and environmental awareness, collaboration in inter-institutional capacity building, resource sharing and in addressing the other emerging environmental issues of regional, national and international importance on consensus.

4. AREAS OF COLLABORATION

The collaboration between BU and PCBA will encompass, but not be limited to, the following areas of research, development and promotion.

1. Biodiversity
2. Climate Change
3. Environmental Pollution – Air and Water Environment
4. Promotion of Environmental Awareness and People Outreach Programme
5. Renewable and Green Energy
6. Waste Management
7. Any other area of expertise from both the Parties.

5. TERMS OF COLLABORATION

- i) Both the organisations will work for sharing of knowledge, expertise and technical services pertaining to the field of scientific and environmental research, sustainable environment management and other emerging environmental issues of regional, national and international importance on mutual agreement.
- ii) Both the organisations will endeavour to assist each other in the development of their research & development (R&D) activities for collaborative research projects in the field of environmental science, pollution management, and allied subjects based on mutual consent with no financial obligation on either of the Party.
- iii) BU and PCBA will jointly identify and undertake research project (s) of mutual interest and beneficial to the community. The scope and other responsibilities of such project (s) will be determined on case-by-case basis on mutual understanding.
- iv) The scientific data produced as a result of the joint project(s) or research work (s) may be utilized by both the Parties with due acknowledgement to maximize the scientific benefit and may produce the research outcomes in public domain to enhance the reputation of both Institutes.
- v) Both institutions will promote environmental awareness and will carry out Public Outreach Programme (POP) on issues pertaining to sustainable environment management, climate change, pollution management, waste management, green energy and other environmental issues of regional, national and international importance.
- vi) It is understood and agreed by the Parties that any Intellectual Property that is created as a result of joint efforts or contribution of the Parties will be owned jointly by the Parties irrespective of the percentage / mode of the contribution of both the Parties.

[Handwritten signature]

[Handwritten signature]

Neither party shall go for publicity of any of the jointly held intellectual properties without first notifying the other party.

- vii) Both the organizations will share their published journals, publications, scientific papers etc. or any data for use in research activities by the either organization with due acknowledgement.
- viii) Both the organisations will designate officials of their respective organisations to oversee the implementation of this MoU and to meet regularly to review progress and identify opportunities for collaboration.
- ix) Both the organisations will not be legally bound to each other, and this MoU does not impose any legal obligation on either party.

6. INTELLECTUAL PROPERTY RIGHT

- i) Unless otherwise agreed to, all rights and title to Intellectual Property, whether or not patentable, conceived and reduced to practice, in the performance of the activities under this MoU, exclusively by an employee of any two organizations shall be owned by that organization.
- ii) All rights and title to Intellectual Property whether or not patentable, conceived and reduced to practice jointly by employees of both organizations shall be jointly owned. None of the organisations shall use or license to any third party such jointly owned intellectual property for any purpose, whatsoever, without prior written consent of the other organization.

Devi

7. TENURE AND TERMINATION

- i) This MoU shall be effective for a period of five (5) years from the date of signing, unless otherwise amended or terminated by mutual agreement in writing by both the Parties with a three-month notice.
- ii) This MOU shall also stand terminated for any reason such as legal processes, Acts of the State or similar such exigencies beyond the normal control of the organizations concerned, and which disabled any of the Parties hereto from functioning further or willful discontinuation of agreed joint program by a Party.
- iii) Despite termination, the organisations shall abide by the usual professional ethics and normal code of conducts to maintain the confidentiality of the information and intellectual property rights.

Kamleshwar Chik

8. NON-LIABILITY CLAUSE

All activities would be normally carried out with due professional care and declared safety precautions, while handling different technologies, instruments, equipments and substances. However, neither PCBA nor BU shall claim from the other, any compensation for any loss or damage whatsoever resulting due to implementation of any technology, the use of any instruments or equipment or handling of any substances at the premises of PCBA, BU or any other potential premises developed under this MoU unless that is a deliberate act or there is a gross negligence of responsibility.

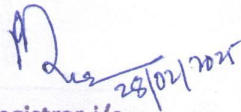
9. ARBITRATION CLAUSE:

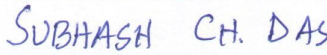
Dispute relating to any aspect of academic cooperation, both Heads of the organizations will jointly resolve any dispute in a spirit of independence, mutual respect, and shared responsibility.

This Memorandum of Understanding is the complete agreement between Bhattadev University and Pollution Control Board, Assam and may be amended only by written agreement signed by each of the Parties involved.

This MoU is signed by the officially authorised signatories on behalf of the Parties.

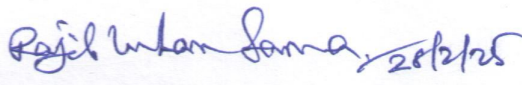
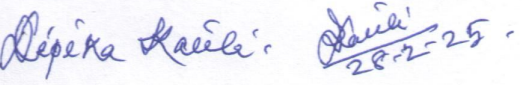
ORGANISATION: Bhattadev University, Pathsala, Bajali, Assam

Authorised Official:  28/02/2025
Registrar i/c
Bhattadev University, Bajali

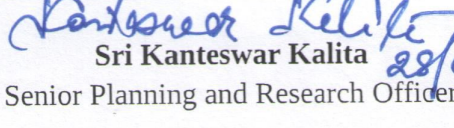
 SUBHASH CH. DAS
Registrar
Bhattadev University
Printed Name and Title

Address : Bhattadev University, Pathsala, Bajali, Pin: 781325
Telephone(s) :
E-mail Address : registrar@bhattadevuniversity.ac.in



Witness :
1.  28/2/25
2.  28-2-25

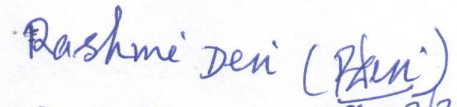
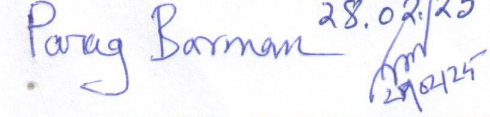
ORGANISATION: Pollution Control Board, Assam, Guwahati

Authorised Official:  28/02/2025
Sri Kanteswar Kalita
Senior Planning and Research Officer

Signature Printed Name and Title

Address : Pollution Control Board, Assam
Bamunimaidam, Kamrup (Metro) Guwahati: 781021
Telephone(s) : 0361-2640285 / 7005839700 (M)
E-mail Address : membersecretary@pcbassam.org

Senior Planning and Research Officer
Pollution Control Board, Assam
Bamunimaidam, Guwahati - 21

Witness :
1.  (Plan) 28.02/25
2.  28/02/25