

## MEMORANDUM OF UNDERSTANDING / AGREEMENT

This Memorandum of Undertaking (MOU) is made on this day, the ..... between National Mission for Clean Ganga (NMCG) herein referred to as NMCG having its office at 1<sup>st</sup> Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi 110002 which expression shall include authorized representative Mr. , Executive Director (Finance) of the first part

and

XYZ Limited having its Office at ..... (Hereinafter referred to as XYZ represented by its authorized representative) of the second part

The activities for which this MoU is signed are to be known as “CSR activities under the umbrella of Namami Gange Program”

Whereas XYZ is desirous of executing a project under the umbrella of Namami Gange Program, detailed proposal of which is annexed, has approached NMCG to certify that the project will aid in the rejuvenation of Ganga to enable XYZ to include that activity as a CSR activity that ensures environmental sustainability.

And Whereas NMCG has appraised the detailed proposal submitted by XYZ and is satisfied that the project proposed to be executed by XYZ will, on completion, aid in the rejuvenation of Ganga and is agreeable to certify it as such subject to the terms and conditions stated hereinafter:

### 1. Responsibilities of XYZ

XYZ shall;

- a) Execute the project activity as per the detailed proposal approved by NMCG
- b) Display “Namami Gange” board / s at such location /s at the project site as may be prescribed by NMCG
- c) Furnish reports on the project to NMCG or any other agency designated by NMCG in such format and periodicity as may be prescribed by NMCG.
- d) Provide assistance for inspection of the project site by officers of NMCG or any other persons authorized by NMCG as and when required by NMCG. Cost of such inspections, if any, will be borne by NMCG.
- e) Facilitate audit, by officers of NMCG and such other persons as may be authorized by NMCG, of the expenses incurred on the project to enable NMCG to furnish a certificate of expenses incurred on the project. Cost of such audit, if any, shall be borne by XYZ.
- f) Not make any financial commitment on behalf of NMCG, nor shall take loans or create any other financial liability binding NMCG under this MOU.

### 2. Responsibilities of NMCG:

The NMCG shall:

- a. Carry out inspections of the project site after due notice to XYZ and carry out such inspections during regular working hours of XYZ.
- b. Not divulge any information relating to the project executed by XYZ or any other details relating to XYZ to any third party without the prior approval of XYZ. However, this condition shall not apply to NMCG supplying information to any statutory authority in compliance of any statutory requirements.
- c. Furnish a certificate to XYZ in accordance with the scheme within a period not exceeding one month from the completion of the project to the satisfaction of NMCG.

### **3. Force Majeure**

In the event of non-fulfillment of the terms and conditions of this MOU due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, *etc.*, neither XYZ nor NMCG shall be held responsible for any loss or consequential loss.

### **4. Indemnity**

The XYZ hereby agrees to indemnify NMCG, its representatives, administrators and properties from and against all action, demands, proceedings, prosecutions, attachments, and the like arising out of its liabilities and all charges, taxes, etc.

### **5. Liabilities**

NMCG shall not be liable for:

- a. Any payments of claims by employees of XYZ
- b. Discharging any financial commitments made by XYZ
- c. Any suit on account of demands for infringement of any laws by XYZ

### **6. Breach of MOU**

NMCG shall have the right to terminate the MOU with XYZ in case XYZ either fails to execute the project in accordance with the approved proposal as annexed hereto or violates any of the clauses mentioned in the MOU.

### **7. Amendment to the MOU**

The obligation of XYZ and NMCG have been outlined in this MOU. However, during the operation of the MOU, circumstances may arise which call for alteration or modifications of this MOU. These modifications/alterations will be mutually discussed and agreed upon in writing.

### **8. Period of Validity**

This MOU shall be valid for the project construction period as indicated in the annexed detailed proposal and may be renewed subsequently by mutual consent of both the parties.

### **9. Arbitration**

Any dispute arising with regard to any aspect of this MOU shall be settled through mutual consultations and agreements by the parties to the MOU.

For XYZ

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For NMCG

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Executive Director (Finance)