



#### MEMORANDUM OF UNDERSTANDING

#### Between

# DEPARTMENT OF CIVIL ENGINEERING NAGESH KARAJAGI ORCHID COLLEGE OF ENGG. AND TECH., SOLAPUR.

Gut No. 16, Solapur-Tuljapur Road, Tale Hipparaga, Solapur- 413 002.

Phone: (0217) 2735001/02, Fax. 2735004. Website. www.orchidengg.ac.in

and

#### COMPUTER HELP

Structural Engineer & Software Developers
VINOD BUILDING, RAGHVJI ROAD, GOWALIA TANK,
MUMBAI 400036. TEL: 022-23862498

Website: www.computerhelp.asia email: prakashbbajaj@gmail.com

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding hereinafter referred to as "MOU" is entered on this 23<sup>rd</sup> December of 2019 by and between. COMPUTER HELP, VINOD BUILDING, RAGHVJI ROAD, GOWALIA TANK, MUMBAI, group of highly qualified personals in various field of engineering application including Structural Design, Software Development and Quantity Estimation (BOQ - BBS). ComputerHelp was established in the year 1990. Which expression shall include its successer and assigns through its authorized signature, Principal on the first Part.

#### And

DEPARTMENT OF CIVIL ENGINEERING, N. K. ORCHID COLLEGE OF ENGINEERING AND TECHNOLOGY, SOLAPUR. authorized signature, Principal on the other Part.

The responsibility of COMPUTER HELP Structural Engineer & Software Developers Vinod Building, Raghvji Road, Gowalia Tank, Mumbai and Department Of Civil Engineering, N. K. Orchid College Of Engineering And Technology, Solapur under this MOU are as follows:

- 1. Responsibilities of COMPUTER HELP Structural Engineer & Software Developers Vinod Building, Raghvji Road, Gowalia Tank, Mumbai.
  - a) Exchange Industry/ Academic Knoweldge.
  - b) Placement of Students as per need & procedure of company.
  - c) Conduct joint research in the areas of mutual interest.
  - d) Consultancy
  - e) Sponcership for students projects and research projects
  - f) Industrial Visits
  - g) Training to students and faculty members
  - h) Resource Sharing
  - i) Arrangement of Seminar/conference/Workshops/short term courses.

- j) Student's record will be maintained by COMPUTER HELP Structural Engineer & Software Developers Vinod Building, Raghvji Road, Gowalia Tank, Mumbai.
- 2. Both parties will decided plan of action for the academic year. Make concrete proposal for the implementation of these exchange and work towards their realization in close contact with each other.
- 3. This memorandum may be altered or cancelled by mutual written consent of both parties by the reust of Department Of Civil Engineering, Nagesh Karajgi Orchid College of Engineeirng & Technology, Solapur or COMPUTER HELP Structural Engineer & Software Developers Vinod Building, Raghvji Road, Gowalia Tank, Mumbai
- 4. Term of the MOU: This MOU will be in force for a period of Two years from the date of signing. Either party may terminates this MOU by giving a prior eritten notice of 30 days to the other party. In the event of this MOU being terminated COMPUTER HELP Structural Engineer & Software Developers Vinod Building, Raghvji Road, Gowalia Tank, Mumbai and Department Of Civil Engineering, N. K. Orchid College Of Engineering And Technology, Solapur will not be responsible for providing ther further education services to students.
- 5. This MOU can further be extended, subject to mutual agreements of term and conditions at the end of two years, on the expiry of this MOU. The intimation of desire to continue should be intimated in writing to COMPUTER HELP Structural Engineer & Software Developers Vinod Building, Raghvji Road, Gowalia Tank, Mumbai two months perior to the date of expiry of this MOU.
- **6.** This **MOU** or any action of the parties with respect to does not constitute legally binding obligations by both the parties. It only intends to layout the spirit and understanding of the arrangement for mutual benefit of the respective parties.

7. The parties shall be responsible for their respective cost, loss expense and no party shall be responsible to the other for any loss, cost, expense or damages.

**IN WITNESS WHEREOF,** The parties have caused this Memorandum of Understanding to be signed, in duplicate, with each being treated as original, in their names as of date first mentioned above.

The period of MOU will be two years effective from 23/12/2019 to

22/12/2021.

Date: 23/12/2019

Place: Solapur

N.K. Orchid College of Engineering & Technology Solapur Mr. Prakash Bajaj CEO, Computer Help Software Developers Vinod Building, Raghvji Road, Gowalia Tank, Mumbai

#### **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding enteredinto on 25<sup>th</sup> day of January 2021 between the Maharashtra Pollution Control Board, Mumbai {A statutory Board constituted by the State Government of Maharashtra under provisions of Water (P. & C.P.) Act, 1974} and having its registered office at Kalpataru Point, 3<sup>rd</sup> Floor, Sion (E), Mumbai – 400 022 (here in after referred to as MPCB, which expression shall include its representatives, successors and assignees) of the first part.

#### AND

Nagesh Karajagi Orchid College of Engineering and Technology, Post Box No. 154, Gut No:16, Solapur – Tuljapur road, Tale Hipparga, Solapur -413002, Affiliated to Dr. Babasaheb Ambedkar Technological University, Lonere.

#### **PREAMBLE**

WHEREAS, Nagesh Karajagi Orchid College of Engineering and Technology, Post Box No. 154, Gut No:16, Solapur – Tuljapur road, Tale Hipparga, Solapur -413002, having experience in various engineering disciplines.

MPCB is responsible for enforcement of the Acts for Prevention and Control of pollution of Water (1974) and Air (1981) as also of the Water (P&CP), (Cess) Act, 1977, etc.

AND WHEREAS, MPCB desires to execute the Project of "Ambient Air Quality Monitoring at three stations at Barshi, three stations at Osmanabad and one station at Pandharpur under National Ambient Air Quality Monitoring Program (NAMP):

Barshi locations:

- 1. Fire Brigade , Mahatma Phule vegetable market, Barshi . (Lat :18°13'57" N, 75°41'24" E)
- 2. Dhangar Galli, Barshi Nagar Parishad. (Lat:18°13'56" N, 75°41'11" E)
- 3. Subhash nagar, near Ganesh Talao. (Lat:18°14' 26" N, 75°41'37" E)

Osmanabad locations:

- 1. MIDC Office, Osmanabad. (Lat :18°13'34" N, 76°02'16" E)
- 2. Municipal Council, Osmanabad. (Lat:18°11' 01" N, 76°02'45" E)
- 3. Women Government Hospital. (Lat:18°11' 18" N, 76°02'11" E)

Pandharpur locations:

1. Fire Brigade station, Bhakti Marg, Pandharpur.

THEREFORE, it is agreed by and between the parties through the instrument of this Memorandum of Understanding (MoU) as follows:

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#### **CLAUSE 1: SCOPE OF THE MoU**

This MoU details the modalities and general conditions regarding the collaboration between MPCB and for takeover the Project of "Ambient Air Quality Monitoring Stations under NAMP at Barshi, Osmanabad and Pandharpur".

The MoU shall serve as an instrument to pool the Research and Development efforts of Nagesh Karajagi Orchid College of Engineering and Technology, Post Box No. 154, Gut No:16, Solapur – Tuljapur road, Tale Hipparga, Solapur - 413002, and MPCB by collaborative projects.

#### **CLAUSE 2: MODALITIES OF COLLABORATION**

- 2.1 MPCB and Nagesh Karajagi Orchid College of Engineering and Technology, Post Box No. 154, Gut No:16, Solapur Tuljapur road, Tale Hipparga, Solapur 413002, have jointly identified the scope and inputs for collaborative work, which form Annexure-I to this MoU.
- There will be a joint project monitoring Group for the project approved for study. The Monitoring Group will consist of at least one person each from MPCB and Nagesh Karajagi Orchid College of Engineering and Technology, Post Box No.154, Gut No.16, Solapur-Tuljapur road, Tale Hipparga, Solapur-413002. The project-monitoring group will review the progress of the work at predetermined intervals mutually agreed upon to evaluate the work being carried out by and suggest changes, if any.
- 2.3 At the end of project tenure/the calendar year, whichever is earlier, the officials of MPCB and Nagesh Karajagi Orchid College of Engineering and Technology, Post Box No.154, Gut No:16, Solapur-Tuljapur road, Tale Hipparga, Solapur-413002, will meet to review the findings of work executed and to bring out a consolidated report.

### CLAUSE 3: RESPONSIBILITIES OF NAGESH KARAJAGI COLLEGE OF ENGINEERING AND TECHNOLOGY, SOLAPUR.

3.1 Nagesh Karajagi Orchid College of Engineering and Technology, Solapur, shall abide by the conditions of MoU for the project and conduct studies as defined in it to achieve the objectives of the project and conduct studies as per scope identified in Annexure-I.

#### CLAUSE 4: RESPONSIBILITIES OF MPCB.

- MPCB will nominate a coordinator who will coordinate for any assistance required by Nagesh Karajagi Orchid College of Engineering and Technology, Solapur with the concerned authorities.
- MPCB will provide all the information pertaining to the project work.

MPCB will provide all the information to visiting Nagesh Karajagi Orchid College of Engineering and Technology Solarur scientists or project leader.

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#### CLAUSE 5: FINANCIAL ARRANGEMENTS.

MPCB will provide a sum not exceeding Rs. 24,81,933/- to Barshi , Rs.16,95,138/- to Pandharpur and Rs.24,81,933/- to Osmanabad cities for the total project duration of TWO years to Nagesh Karajagi Orchid College of Engineering and Technology, Solapur which shall include expenditure on TA / DA of the personnel engaged on the project, chemicals and consumables, salaries of the project fellows, as given in the project sanction letter dtd.17.11.2020 and 01.01.2021 resply. towards the execution of work .

#### 5.1 TERMS OF PAYMENT:

Total cost of the project shall not exceed Rs. 24,81,933 /- (Rupees Twenty- four lakhs, Eighty- one thousand, nine hundred and thirty-three only) for Barshi and Osmanabad each, and Rs.16,95,138/- (Rupees Sixteen lakhs, ninety-five thousand, one hundred and thirty-eight only) for Pandharpur for the project duration of Two years.

#### **CLAUSE 6: INTELLECTUAL PROPERTY RIGHTS**

6.1 If the results of the investigations are such as to justify taking a patent, it shall be decided by the project Monitoring Committee. Any patents arising out of this MoU shall be the joint property of MPCB and Nagesh Karajagi Orchid College of Engineering and Technology, Solapur, shall file the patent and other applications and patents shall be shared equally. Should any patent be leased for commercial exploitation, the income from such exploitation shall be shared on a mutually agreed basis.

#### CLAUSE 7: EFFECTIVE DATE AND DURATION OF MoU

- 7.1 This MoU shall be effective form the date of signing.
- 7.2 The MoU shall be valid for a period of one years from the date of signing the agreement.



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#### **CLAUSE 8: FORCE MAJEURE**

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as, but not limited to acts of God, War, Flood, Earthquakes, Strikes, Lockouts, Epidemics, Riots, Civil Commotion, etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

#### **CLAUSE 9: AMENDMENT OF THE MoU**

No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The amendment shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

#### **CLAUSE 10: ARBITRATION**

In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation between Chairman, MPCB & Principal, Nagesh Karajagi Orchid College of Engineering and Technology, Solapur. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Chairman, MPCB/Secretary, Department of Environment, MPC Board. The Arbitration Act,1940 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute.

IN WITNESS WHEREOF PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

#### **CLAUSE 11: EXECUTION OF MoU**

This MoU has been executed in two originals; one of these has been retained by MPCB and the other by Nagesh Karajagi Orchid College of Engineering and Technology, Post Box No. 154, Gut No:16, Solapur – Tuljapur road, Tale Hipparga, Solapur -413002.

IN WITNESS WHEREOF, the undersigned duly authorized thereto have signed this Memorandum of Understanding.

(Nagesh Karajagi Orchid College of Engineering and Technology)

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(**Dr. V.M. Motghare**) Joint Director, APC Division

#### 1. Project Title:

"Operation and Maintenance of Ambient Air Quality Monitoring Stations under NAMP at Barshi, Pandharpur and Osmanabad regions".

#### 2. Contributors:

- MPCB, Mumbai and Nagesh Karajagi Orchid College of Engineering and Technology, Post Box No. 154, Gut No:16, Solapur – Tuljapur road, Tale Hipparga, Solapur -413002, will be responsible for the overall execution of project of "Ambient Air Quality Monitoring Stations under NAMP at Barshi, Pandharpur and Osmanabad".
- Dr. Shrikant S. Jahagirdar and Dr.V.K.Patki, Professor, Department of Civil Engineering, will be the Project Coordinator / Principal Investigator (P.I) for the project and shall abide by the conditions mentioned in Annexure-II.

#### 3. Project Duration:

- The project duration is Two year and will become operative with effect from the date on which the grant is received by the institutions. This date will be communicated to the Heads of the Institutions such as Director/ Principals/ Registrars/ Competent Authority and the Principal Investigator/ Project coordinator.
- The research project is sanctioned for the period as indicated above. However, extension may be granted by MPC Board as may be necessary on the recommendation of the Project Co-ordination Committee. The Principal Investigator/ project coordinator shall apply for such extension at least two months before the scheduled completion date of the project along with the necessary justification.

#### 4. Scope of Work:

Scope of proposed work includes following:

A) To monitor status of ambient Air Quality at selected fixed locations Three at Barshi, one at Pandharpur and Three at Osmanabad as listed above.



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#### B) Parameters:

- SO<sub>2</sub>, NO<sub>x</sub>, 4 Hourly for 24 hrs round the clock twice a week at each location
- SPM & RSPM 8 Hourly for 24 hrs round the clock twice a week at each location
- PM<sub>2.5</sub> one sample for 24 Hourly basis, twice a week at only one location

#### D) Meteorological Data:

Wind Speed & direction, Temperature & Humidity data will be monitored at respective site during the sampling.

#### E) Method & Frequency of Sampling:

Notified methods & procedures will be used for sampling & analysis of gaseous and particulate pollutants. Sampling will be done throughout the year twice a week.

F) Reporting:

P.I. will ensure submission of daily/weekly air quality data for all the parameters to MPCB & CPCB through E-mail/Fax in given format and shall submit the hard & soft copy (2 + 1 copies) of the data by weekly basis to CPCB & MPCB.

G) Quality Assurance:

All necessary measures shall be adopted by the P.I. of the university to ensure quality of data including calibration of instruments & internal quality control.

#### 6. Project cost & financial terms:

- MPCB will provide a sum not exceeding Rs. 24,81,933/- to Barshi, Rs.16,95,138/- to Pandharpur and Rs.24,81,933/- to Osmanabad cities for the total project duration of TWO years to Nagesh Karajagi Orchid College of Engineering and Technology, Solapur, towards the total expenditure of the project from Cess funds of the Board which shall include expenditure on experimental set up, TA / DA of the personnel actually engaged on the project, chemicals and consumables, salaries of the project fellows etc. for execution of work.
- MPCB shall release Rs.10,22,187/- (Rupees Ten lakhs, twenty-two thousand, one hundred and eighty-seven only) for Barshi and Osmanabad each and Rs,6,32,556/- (Rupees Six lakhs, thirty-two thousand, five hundred and fifty-six only) for Pandharpur on receipt of signed MoU from Nagesh Karajagi Orchid College of Engineering and Technology, Solapur as advance for first half year to commence the project. (after deducting the cost of filter paper)

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- The balance of grant of Rs. 14,59,746/- (Rupees Fourteen lakhs, fifty-nine thousand, seven hundred and forty-six only) for Barshi and Osmanabad each and Rs.10,62,582/- (Rupees Ten lakhs, Sixty-two thousand and five hundred and eighty- two only) for Pandharpur will be released in equal half yearly installments after one year from the date of commencement of the project on submission of Annual reports along with SoE/ Utilization Certificate certified by Finance and Accounts Officer of Nagesh Karajagi Orchid College of Engineering and Technology, Solapur, (unsuited) for the respective year.
- The grants shall be exclusively utilized for the purpose for which they are sanctioned, and the Institute will maintain separate audited account for the project.
- The Chief Accounts Officer or his representative shall monitor the project expenditure to ensure that the funds are properly and effectively utilized at his discretion and shall have the right of access to the books and accounts of the institute for the grant received from the MPC Board.
- All accounts maintained by the institutions will be audited annually and on completion of the project by the auditors of the institutions. Any balance out of the grant made by MPC Board shall be remitted to MPC Board.
- The Principal Investigator, Nagesh Karajagi Orchid College of Engineering and Technology, Solapur, shall furnish to the MPC Board, a utilization certificate in respect of the grant released in a financial year within a month from the end of the financial year and an audited statement of accounts pertaining to the grant, within two months, following end of the financial year.(Annexure III)

#### 7. Progress Report:

- The Principal Investigator (P.I.) shall submit daily/weekly air quality data as specified in the Annexure – I and shall produce first draft report at the end of financial year giving full details about the scope, methodology, results, findings, recommendations etc. The report will include maps, figures and photographs wherever necessary.
- P. I. shall submit the first report of the commencement of the project within a month which may be brief. However, the subsequent reports should be sufficiently detailed, to enable MPCB to evaluate the progress of the project.
- Subsequently, you shall submit the annual reports after Twelve months from the date of acceptance of the work order.

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- The institute must submit a final draft report within a month after one year before the balance payment of the project. Nagesh Karajagi Orchid College of Engineering and Technology, Solapur, will submit the final report incorporating all the suggestions/modifications if any, as suggested by MPCB within one month.
- The officers of the MPC Board shall periodically visit the institutions where the projects are located to check the progress and render such advice and help as may be required.
- The Principal Investigator shall make himself available for such discussion and as may be necessary with the officers of the MPC Board.
- If the Principal Investigator leaves the institution where the project is located, then he shall submit to MPC Board a complete and detailed report stating the work done, amount spent, amount left in balance, possibility of his continuing the work in other institutions etc.

#### 8. Results of Research and Patent Rights:

- The Principal Investigator or his co-workers, or any person connected with the institution to which the project is entrusted shall not publish the results of the research on the project in any of the Indian or foreign journals or in any other way without prior permission of the Member Secretary, MPC Board.
- No Investigator or Institution shall commercially exploit the result (partially or fully) of the research on the project either by patent or otherwise.
- The MPC Board shall have the exclusive right to determine whether any patent should be obtained for the results of the project or whether any commercial use of the results of the research should be made.
- The MPC Board shall have the right to call for drawing specifications and other data necessary to enable the transfer of know-how and the institution shall supply all the necessary information on a written request from MPC Board, in this behalf.



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#### 8. Project Staff:

- The Principal Investigator may appoint Research Assistants, Fellows or Associates for the project, on such terms and conditions as per rules of CSIR/MoEF, Gol for the project duration.
- Before making any proposal for additional staff as at above, the Principal Investigator shall utilize all the spare capacity of staff available in the institution itself where the project is located.
- Such employees shall not be eligible for any contributory or general provident fund benefits or any other benefits, which the permanent employees of the concerned institution get under the rules and regulations of the institution concerned.
- The MPC Board shall allow the Principal Investigator to engage the services of casual workers which he feels necessary, provided the expenditure is met from the sanctioned grant for payment to the casual workers.
- The staff specifically appointed as indicated above for research projects will, for purposes such as leave, T.A., D.A. etc. be subject to the administrative control and service rules of the institution where the project is located.
- The safety, security, insurance and other liabilities, if any, of the personnel working on the project shall be sole responsibility of Nagesh Karajagi Orchid College of Engineering and Technology, Solapur.

#### 9. Other Terms & Conditions:

- All payment shall be made through A/c. Payee Cheque or Demand Draft at the City / Town in which Nagesh Karajagi Orchid College of Engineering and Technology, Post Box No. 154, Gut No:16, Solapur – Tuljapur road, Tale Hipparga, Solapur-413002, has registered office on the submission of pre-receipted bills in triplicate for respective stages.
- Financial assistance shall not be provided for conducting or attending seminars, conferences, etc.

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- Any unutilized part of the amount sanctioned would be surrendered to the MPC Board and carry forward of funds to the next financial year for utilization for the same project may be considered only after the specific approval of the MPC Board is obtained.
- The MPC Board reserves the right to terminate the grant at any stage, if in the MPC Board's opinion the grant has not been or is not being properly utilized for the purpose for which it was sanctioned or that the progress of work is not satisfactory.
- In case of applicability of above clause, the Institution shall refund forthwith to MPC Board the entire amount of grant-in-aid received by it. In exceptional cases, this condition may be relaxed by the MPC Board.
- The overhead charges may include the purchase of photographic materials, computation charges, typing, stationery, postage, remuneration to casual workers etc.
- All equipments and stores purchased from the grant shall remain
  with the institutions concerned and shall be utilized by the staff of
  the project only for the purposes of the research project entrusted
  to the institution, and will be the property of MPC Board and should
  not without the prior sanction of the MPC Board be disposed of,
  eliminated or encumbered or utilized for the purpose other than
  those for which grant has been sanctioned.
- The MPC Board reserves the right to transfer any equipment and; or stores purchased from the grant to any other department or institution in the State of Maharashtra.
- An inventory of equipment purchased should be sent along with the progress report. The inventory should give the description of equipment cost, date of purchase and the name of the supplier.
- All equipments purchased out of the grant will have to be got entered in a stock register to be maintained by the institution and certified by the Principal Investigator.



#### **AGREEMENT**

#### Form: for the Principal Investigator Undertaking

<u>Title of the Scheme:</u> "Operation and Maintenance of Ambient Air Quality Monitoring Stations under NAMP at Barshi, Pandharpur and Osmanabad regions".

In consideration of financial and other assistance and facilities received or to be received by me, the direction of the MPC Board (hereinafter called as MPC Board), I Dr. Vinayak Krishnaji Patki son of Krishnaji Patki At Solapur working at N. K. Orchid College of Engg. & Tech., Solapur as one of the terms on which I received, or I am about to receive such financial and other assistance and facilities agree and declare as follows:

- 1. I shall from time to time disclose fully to the MPC Board or as the MPC Board may direct the progress of any investigations undertaken by me while in receipt of such assistance as aforesaid (hereinafter referred to as the said investigation) and if at any time during the course of such assistance or within period of one year after the termination of receipt of such assistance as aforesaid I shall make any invention arising out of or in connection with the said investigation I shall hold the scheme in trust on behalf of the MPC Board may direct a full and complete description of the nature of the said invention and the mode of performing the same.
- 2. I shall **not** publish the results of the said investigations without the prior approval of the MPC Board.
- 3. The said investigation and all improvements thereon discovered or invented by me during the course of receipt of such assistance or within a period of one year after the termination of such assistance as aforesaid shall subject to such reservations (if any) in receipt of said invention of the proceeds thereof for my benefit as the MPC may in its absolute discretion permit, be the sole and absolute properly of the MPC Board, and I shall if and whenever required by MPC Board at the expense of the MPC Board join with the patents in the above scheme in India and other countries for said invention or any such improvement thereon and shall on request by and at the cost of the MPC Board, execute and do, all such instruments and things necessary to vest the said inventions and improvements and any letters patents that may be obtained in receipt thereof in the MPC Board or any person appointed by the MPC Board in that behalf.

Dated the 25th Day of January 2021

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(Signature of Principal Investigator)
Dr. Vinayak K. Patki

#### **AGREEMENT**

#### Form: for the Principal Investigator Undertaking

<u>Title of the Scheme:</u> "Operation and Maintenance of Ambient Air Quality Monitoring Stations under NAMP at Barshi, Pandharpur and Osmanabad regions".

In consideration of financial and other assistance and facilities received or to be received by me, the direction of the MPC Board (hereinafter called as MPC Board), I Dr. Shrikant Sitaram Jahagirdar son of Sitaram Jahagirdar At Solapur working at N. K. Orchid College of Engg. & Tech., Solapur as one of the terms on which I received, or I am about to receive such financial and other assistance and facilities agree and declare as follows:

- 4. I shall from time to time disclose fully to the MPC Board or as the MPC Board may direct the progress of any investigations undertaken by me while in receipt of such assistance as aforesaid (hereinafter referred to as the said investigation) and if at any time during the course of such assistance or within period of one year after the termination of receipt of such assistance as aforesaid I shall make any invention arising out of or in connection with the said investigation I shall hold the scheme in trust on behalf of the MPC Board may direct a full and complete description of the nature of the said invention and the mode of performing the same.
- I shall not publish the results of the said investigations without the prior approval of the MPC Board.
- 6. The said investigation and all improvements thereon discovered or invented by me during the course of receipt of such assistance or within a period of one year after the termination of such assistance as aforesaid shall subject to such reservations (if any) in receipt of said invention of the proceeds thereof for my benefit as the MPC may in its absolute discretion permit, be the sole and absolute properly of the MPC Board, and I shall if and whenever required by MPC Board at the expense of the MPC Board join with the patents in the above scheme in India and other countries for said invention or any such improvement thereon and shall on request by and at the cost of the MPC Board, execute and do, all such instruments and things necessary to vest the said inventions and improvements and any letters patents that may be obtained in receipt thereof in the MPC Board or any person appointed by the MPC Board in that behalf.

Dated the 25<sup>th</sup> Day of January 2021

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(Signature of Principal Investigator)
Dr. Shrikant S. Jahagirdar

#### **FORM OF UTILISATION CERTIFICATE**

Sr	No.	Letter No.	A
OI.	INO.	Lettel No.	Amount

Certified that out of Rs of grants-in-aid sanctioned during the yearunder
MPC Board Letter Number given in the margin
and Rs on account of unspent
balance of the previous year, a sum of Rshas been utilized for the
nurnose of
canctioned and that the balance of
RsRemaining unutilized at the end
of the year has been surrendered to MPC Board (vide Nodated
) / will be adjusted towards the
grants-in-aid payable during the next year

 Certified that I have satisfied myself that the conditions on which the grants-in-aid was sanctioned have been duly fulfilled / are being fulfilled and that I have exercised the following checks to see that the money was actually utilized for the purpose for which it was sanctioned.

#### Kinds of check exercised:

- On salary of Research Assistant, etc.
- 2. Equipment.
- 3. Contingency.
- 4. Chemicals, etc.
- 5. Books, Traveling, etc.



Signature : Designation : Date :



## MEMORANDUM OF UNDERSTANDING Between

Pradnya Niketan Education Society, Pune.

### NAGESH KARAJAGI ORCHID COLLEGE OF ENGG. AND TECH., SOLAPUR.

Gut No. 16, Solapur-Tuljapur Road, Tale Hipparaga, Solapur- 413 002. Phone: (0217) 2735001/02, Fax. 2735004. Website. www.orchidengg.ac.in

#### And

#### VASANT VIHAR REALITY PRIVATE LIMITED

No. 202, Plot No. X-5/3, MAHAPE, MUMBAI 400701.

email: vasantviharrealitypvtltd@gmail.com

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding hereinafter referred to as "MOU" is entered on this 26th February of 2021 by and between. VASANT VIHAR REALITY PRIVATE LIMITED No. 202, Plot No. X-5/3, MAHAPE, MUMBAI 400701, group of highly qualified personals in various field of engineering application including Structural Design, Software Development and Quantity Estimation (BOQ - BBS). Which expression shall include its successor and assigns through its authorized signature, Principal on the first Part.

#### And

DEPARTMENT OF CIVIL ENGINEERING, N. K. ORCHID COLLEGE OF ENGINEERING AND TECHNOLOGY, SOLAPUR. authorized signature, Principal on the other Part.

The responcibility of VASANT VIHAR REALITY PRIVATE LIMITED No. 202, Plot No. X-5/3, MAHAPE, MUMBAI 400701, and N. K. ORCHID COLLEGE OF ENGINEERING AND TECHNOLOGY, SOLAPUR under this MOU are as follows:

- 1. Responcibilities of VASANT VIHAR REALITY PRIVATE LIMITED No. 202, Plot No. X-5/3, MAHAPE, MUMBAI 400701,
  - a) Exchange Industry/ Academic Knoweldge.
  - b) Placement of Students as per need & procedure of company.
  - c) Conduct joint research in the areas of mutual interest.
  - d) Consultancy
  - e) Sponsirship for students projects and resaerch projects
  - f) Industrial Visits
  - g) Training to students and faculty members
  - h) Resource Sharing.
  - i) Arrangement of Seminar/conference/Workshops/short term courses.

- j) Student's record will be maintained by VASANT VIHAR REALITY PRIVATE LIMITED No. 202, Plot No. X-5/3, MAHAPE, MUMBAI 400701,
- 2. Both parties will decided plan of action for the academic year. Make concrete proposal for the implementation of these exchange and work towards their realization in close contact with each other.
- 3. This memorandum may be altered or cancelled by mutual written consent of both parties by the reust of Nagesh Karajgi Orchid College of Engineeirng & Technology, Solapur or VASANT VIHAR REALITY PRIVATE LIMITED No. 202, Plot No. X-5/3, MAHAPE, MUMBAI 400701,
- 4. Term of the MOU: This MOU will be in force for a period of Three years from the date of signing. Either party may terminates this MOU by giving a prior eritten notice of 30 days to the other party. In the event of this MOU being terminated VASANT VIHAR REALITY PRIVATE LIMITED No. 202, Plot No. X-5/3, MAHAPE, MUMBAI 400701, and N. K. ORCHID COLLEGE OF ENGINEERING AND TECHNOLOGY, SOLAPUR: will not be responsible for providing ther further education services to students.
- 5. This MOU can futer be extended, subject to mutual agreements of term and conditions at the end of three years, on the expiry of this MOU. The intimation of desire to continue should be intimated in writing to SVIT, Solapur two months perior to the date of expiry of this MOU.
- **6.** This **MOU** or any action of the parties with respect to does not constitute legally binding obligations by both the parties. It only intends to lay out the spirit and understanding of the arrangement for mutual benefit of the respective parties.
- 7. The parties shall be responsible for their respective costs, loss expense and no party shall be responsible to the other for any loss, cost, expense or damages.

IN WITNESS WHEREOF, The parties have caused this Memorandum of Understanding to be signed, in duplicate, with each being treated as original, in their names as of date first mentioned above.

The period of MOU will be two years effective from 26/02/2021 to 25/02/2024.

Date:

Place:

N.K. Orchid College of Engineering & Technology Solapur

Vasant Vihar Reality Pvt. Ltd., Mumbai





#### MINISTRY OF CORPORATE AFFAIRS

#### Office of the Registrar of Companies

Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Corporate Identity Number: U45200MH2014PTC310304

SECTION 12(5) OF THE COMPANIES ACT, 2013

### CERTIFICATE OF REGISTRATION OF THE ORDER OF REGIONAL DIRECTOR CONFIRMING TRANSFER OF THE REGISTERED OFFICE WITHIN THE SAME STATE

"M/s VASANT VIHAR REALTY PRIVATE LIMITED"having by Special Resolution altered the provisions of its Memorandum of Association with respect to the place of the registered office by changing it from the jurisdiction of RoC - Pune, Pune to the junction of RoC - Mumbai, Mumbai and such alteration having been confirmed by an Order of the Regional Director and Form INC-22 filed in this office on 24/05/2018.

I hereby certify that a certified copy of the said order has this day been registered.

Given under my hand at Mumbai this Fourth day of June Two thousand eighteen V T SAJEEVAN.

DS MINISTRY OF CORPORATE AFFAIRS 23

V T SAJEEVAN

Registrar of Companies RoC - Mumbai

Mailing Address as per record available in Registrar of Companies office:

VANT VIHAR REALTY PRIVATE LIMITED

OFFICE 202, PLOT NO X-5/3, MAHAPE MIDC, MUMBAI, Mumbai City, Maharashtra, India, 400701





#### Government of India Form GST REG-06 [See Rule 10(1)]

#### Registration Certificate

Registration Number: 27AAECV8593Q1Z6

	Legal Name	VASANT VIHAR REALTY PRIVATE LIMITED					
2.	Trade Name, if any	VASANT VIHAR REALTY PRIVATE LIMITE		TED			
3.	Constitution of Business	Private Limited Company					
4.	Address of Principal Place of Business	723, RAY NAGAR, SOLAPUR SOUTH, KUMBHARI, Solapur. Maharashtra, 413006					
5.	Date of Liability						
6.	Date of Validity	From		11/10/2017	То	Not Applicable	
7.	Type of Registration	Regula	ır				
		rity	Maharas	shtra Goods and Services Tax Act, 2017			
8.	Particulars of Approving Author						
	Particulars of Approving Authorature	літу					
	alure	Balasahet					
Sign	ature	Balasahet					
Sign. Nam Desi	ature ne ignation	Balasahet	Lawate				

This is a system generated digitally signed Registration Certificate issued based on the approval of application granted on null by the jurisdictional authority.



## VITARAG ASSOCIATES STRUCTURAL CONSULTANTS RESEARCH CENTER

# MEMORANDUM OF UNDERSTANDING Between

Pradnya Niketan Education Society, Pune.

## NAGESH KARAJAGI ORCHID COLLEGE OF ENGG. AND TECH., SOLAPUR.

Gut No. 16, Solapur-Tuljapur Road, Tale Hipparaga, Solapur- 413 002. Phone: (0217) 2735001/02, Fax. 2735004. Website. www.orchidengg.ac.in

#### And

#### **VITRAG ASSOCIATES**

Structural Consultant & Research Centre
New Paccha Peth, Solapur 413005
TEL: 9552529235

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding hereinafter referred to as "MOU" is entered on this 17th February of 2021 by and between VITRAG ASSOCIATES, Structural Consultant & Research Centre, New Paccha Peth, Solapur 413005, group of highly qualified personals in various field of engineering application including Structural Design, Software Development and Quantity Estimation (BOQ - BBS). Which expression shall include its successor and assigns through its authorized signature, Principal on the first Part.

#### And

N. K. ORCHID COLLEGE OF ENGINEERING AND TECHNOLOGY, SOLAPUR. authorized signature, Principal on the other Part.

The responcibility of VITRAG ASSOCIATES, Structural Consultant & Research Centre, New Paccha Peth, Solapur 413005 and N. K. ORCHID COLLEGE OF ENGINEERING AND TECHNOLOGY, SOLAPUR under this MOU are as follows:

- 1. Responcibilities of VITRAG ASSOCIATES, Structural Consultant & Research Centre, New Paccha Peth, Solapur 413005
  - a) Exchange Industry/ Academic Knoweldge.
  - b) Placement of Students as per need & procedure of company.
  - c) Conduct joint research in the areas of mutual interest.
  - d) Consultancy
  - e) Sponsirship for students projects and resaerch projects
  - f) Industrial Visits
  - g) Training to students and faculty members
  - h) Resource Sharing.
  - i) Arrangement of Seminar/conference/Workshops/short term courses.

- j) Student's record will be maintained by VITRAG ASSOCIATES, Structural Consultant & Research Centre, New Paccha Peth, Solapur 413005.
- 2. Both parties will decided plan of action for the academic year. Make concrete proposal for the implementation of these exchange and work towards their realization in close contact with each other.
- 3. This memorandum may be altered or cancelled by mutual written consent of both parties by the reust of Nagesh Karajgi Orchid College of Engineeirng & Technology, Solapur or VITRAG ASSOCIATES, Structural Consultant & Research Centre, New Paccha Peth, Solapur 413005.
- 4. Term of the MOU: This MOU will be in force for a period of Three years from the date of signing. Either party may terminates this MOU by giving a prior eritten notice of 30 days to the other party. In the event of this MOU being terminated VITRAG ASSOCIATES, Structural Consultant & Research Centre, New Paccha Peth, Solapur 413005 and N. K. ORCHID COLLEGE OF ENGINEERING AND TECHNOLOGY, SOLAPUR will not be responsible for providing ther further education services to students.
- 5. This MOU can futer be extended, subject to mutual agreements of term and conditions at the end of three years, on the expiry of this MOU. The intimation of desire to continue should be intimated in writing to SVIT, Solapur two months perior to the date of expiry of this MOU.
- 6. This MOU or any action of the parties with respect to does not constitute legally binding obligations by both the parties. It only intends to lay out the spirit and understanding of the arrangement for mutual benefit of the respective parties.

7. The parties shall be responsible for their respective costs, loss expense and no party shall be responsible to the other for any loss, cost, expense or damages.

**IN WITNESS WHEREOF,** The parties have caused this Memorandum of Understanding to be signed, in duplicate, with each being treated as original, in their names as of date first mentioned above.

The period of MOU will be three years effective from 17/02/2021 to 16/02/2024.

Date:

Place:

Principal

N.K. Orchid College of Engineering & Technology Solapur

NSVarge

**Director** 

Vitrag Associates, Solapur





#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into on <u>06th</u> day of November 2020 between the **Maharashtra Pollution Control Board**, **Mumbai** {A statutory Board constituted by the State Government of Maharashtra under provisions of Water (P. & C.P.) Act, 1974} and having its registered office at Kalpataru Point, 3<sup>rd</sup> Floor, Sion (E), Mumbai – 400 022 (here in after referred to as MPCB, which expression shall include its representatives, successors and assignees) of the first part.

#### AND

Nagesh Karajagi Orchid College of Engineering and Technology, Post Box No. 154, Gut No:16, Solapur – Tuljapur road, Tale Hipparga, Solapur -413002, Affiliated to Dr. Babasaheb Ambedkar Technological University, Lonere.

#### PREAMBLE

WHEREAS, Nagesh Karajagi Orchid College of Engineering and Technology, Post Box No. 154, Gut No:16, Solapur – Tuljapur road, Tale Hipparga, Solapur -413002, having experience in various engineering disciplines.

MPCB is responsible for enforcement of the Acts for Prevention and Control of pollution of Water (1974) and Air (1981) as also of the Water (P&CP), (Cess) Act, 1977, etc.

AND WHEREAS, MPCB desires to execute the Project of "Ambient Air Quality Monitoring at two stations under National Ambient Air Quality Monitoring Program (NAMP) at Solapur.

THEREFORE, it is agreed by and between the parties through the instrument of this Memorandum of Understanding (MoU) as follows:

...21



#### CLAUSE 1: SCOPE OF THE MoU

This MoU details the modalities and general conditions regarding the collaboration between MPCB and for takeover the Project of "Ambient Air Quality Monitoring Stations under NAMP at Solapur".

The MoU shall serve as an instrument to pool the Research and Development efforts of Nagesh Karajagi Orchid College of Engineering and Technology, Post Box No. 154, Gut No:16, Solapur – Tuljapur road, Tale Hipparga, Solapur -413002, and MPCB by collaborative projects.

#### CLAUSE 2: MODALITIES OF COLLABORATION

- 2.1 MPCB and Nagesh Karajagi Orchid College of Engineering and Technology, Post Box No. 154, Gut No:16, Solapur – Tuljapur road, Tale Hipparga, Solapur -413002, have jointly identified the scope and inputs for collaborative work, which form Annexure-I to this MoU.
- 2.2 There will be a joint project monitoring Group for the project approved for study. The Monitoring Group will consist of at least one person each from MPCB and Nagesh Karajagi Orchid College of Engineering and Technology, Post Box No.154, Gut No:16, Solapur-Tuljapur road, Tale Hipparga, Solapur-413002. The project-monitoring group will review the progress of the work at predetermined intervals mutually agreed upon to evaluate the work being carried out by and suggest changes, if any.
- 2.3 At the end of project tenure/the calendar year, whichever is earlier, the officials of MPCB and Nagesh Karajagi Orchid College of Engineering and Technology, Post Box No.154, Gut No.16, Solapur-Tuljapur road, Tale Hipparga, Solapur-413002, will meet to review the findings of work executed and to bring out a consolidated report.

### CLAUSE 3: RESPONSIBILITIES OF NAGESH KARAJAGI ORCHID COLLEGE OF ENGINEERING AND TECHNOLOGY, SOLAPUR.

3.1 Nagesh Karajagi Orchid College of Engineering and Technology, Solapur, shall abide by the conditions of MoU for the project and conduct studies as defined in it to achieve the objectives of the project and conduct studies as per scope identified in Annexure-I.

#### CLAUSE 4: RESPONSIBILITIES OF MPCB.

- MPCB will nominate a coordinator who will coordinate for any assistance required by Nagesh Karajagi Orchid College of Engineering and Technology, Solapur with the concerned authorities.
- MPCB will provide all the information pertaining to the project work.
- MPCB will provide all the information to visiting Nagesh Karajagi Orchid College of Engineering and Technology, Solapur, scientists or project leader.



...3/-

#### CLAUSE 5: FINANCIAL ARRANGEMENTS.

MPCB will provide a sum not exceeding Rs. 20,88,534 /- for the total project duration of TWO years to Nagesh Karajagi Orchid College of Engineering and Technology, Solapur which shall include expenditure on TA / DA of the personnel engaged on the project, chemicals and consumables, salaries of the project fellows, as given in the project sanction letter dtd.09.09.2020 towards the execution of work.

#### 5.1 TERMS OF PAYMENT:

Total cost of the project shall not exceed Rs. 20,88,534/- (Rupees Twenty-two lakhs, Eighty-eight thousand, five hundred and thirty-four only), for the project duration of Two years.

#### **CLAUSE 6: INTELLECTUAL PROPERTY RIGHTS**

6.1 If the results of the investigations are such as to justify taking a patent, it shall be decided by the project Monitoring Committee. Any patents arising out of this MoU shall be the joint property of MPCB and Nagesh Karajagi Orchid College of Engineering and Technology, Solapur, shall file the patent and other applications and patents shall be shared equally. Should any patent be leased for commercial exploitation, the income from such exploitation shall be shared on a mutually agreed basis.

#### CLAUSE 7: EFFECTIVE DATE AND DURATION OF MoU

- 7.1 This MoU shall be effective form the date of signing.
- 7.2 The MoU shall be valid for a period of one year from the date of signing the agreement.





#### **CLAUSE 8: FORCE MAJEURE**

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as, but not limited to acts of God, War, Flood, Earthquakes, Strikes, Lockouts, Epidemics, Riots, Civil Commotion, etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

#### **CLAUSE 9: AMENDMENT OF THE MoU**

No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The amendment shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

#### **CLAUSE 10: ARBITRATION**

In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation between Chairman, MPCB & Principal, Nagesh Karajagi Orchid College of Engineering and Technology, Solapur. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Chairman, MPCB/Secretary, Department of Environment, MPC Board. The Arbitration Act 1940 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute.

IN WITNESS WHEREOF PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

#### **CLAUSE 11: EXECUTION OF MoU**

This MoU has been executed in two originals; one of these has been retained by MPCB and the other by Nagesh Karajagi Orchid College of Engineering and Technology, Post Box No. 154, Gut No:16, Solapur -Tuliapur road, Tale Hipparga, Solapur -413002.

IN WITNESS WHEREOF, the undersigned duly authorized thereto have signed this Memorandum of Understanding.

(Nagesh Kardjagi Orchid College) NCIPAL

NAGESH KARAJAGI ORCHIO COLLEGE OF ENGG. & TECH., SOLAPUR.

(Dr. V.M. Motghare) Joint Director, APC Division

#### 1. Project Title:

"Operation and Maintenance of Ambient Air Quality Monitoring Stations under NAMP at Solapur region".

#### 2. Contributors:

- MPCB, Mumbai and Nagesh Karajagi Orchid College of Engineering and Technology, Post Box No. 154, Gut No:16, Solapur – Tuljapur road, Tale Hipparga, Solapur -413002, will be responsible for the overall execution of project of "Ambient Air Quality Monitoring Stations under NAMP at Solapur region".
- Dr. Vinayak K. Patki, Professor & Head, Department of Civil Engineering, will be the Project Coordinator / Principal Investigator (P.I) for the project and shall abide by the conditions mentioned in Annexure-II.

#### Project Duration:

- The project duration is Two year and will become operative with effect from the date on which the grant is received by the institutions. This date will be communicated to the Heads of the Institutions such as Director/ Principals/ Registrars/ Competent Authority and the Principal Investigator/ Project coordinator.
- The research project is sanctioned for the period as indicated above. However, extension may be granted by MPC Board as may be necessary on the recommendation of the Project Co-ordination Committee. The Principal Investigator/ project coordinator shall submit an application for such extension at least two months before the scheduled completion date of the project along with the necessary justification.

#### 4. Scope of Work:

Scope of proposed work includes following:

- A) To monitor status of ambient Air Quality at Two selected fixed locations, identified are as follows:
  - 1) Indradhanu (backside), Devgaon road, Solapur- 413002 (Lat: 17°39'55"N, Long:75°53'26" E)
  - 2) Rupa Bhavani Chowk, Solapur -413002 (Lat: 17°41'18" N, Long: 75°54'43" E)



B) Parameters:

- SO<sub>2</sub>, NO<sub>x</sub>, -4 Hourly for 24 hrs round the clock twice a week at each location
- SPM & RSPM 8 Hourly for 24 hrs round the clock twice a week at each location
- PM<sub>2.5</sub> one sample for 24 Hourly basis, twice a week at only one location

#### D) Meteorological Data:

Wind Speed & direction, Temperature & Humidity data will be monitored at respective site during the sampling.

E) Method & Frequency of Sampling:

Notified methods & procedures will be used for sampling & analysis of gaseous and particulate pollutants. Sampling will be done throughout the year twice a week.

F) Reporting:

P.I. will ensure submission of daily/weekly air quality data for all the parameters to MPCB & CPCB through E-mail/Fax in given format and shall submit the hard & soft copy (2 + 1 copies) of the data by weekly basis to CPCB & MPCB.

G) Quality Assurance:

All necessary measures shall be adopted by the P.I. of the university to ensure quality of data including calibration of instruments & internal quality control.

#### 6. Project cost & financial terms:

MPCB will provide a sum not exceeding Rs. 20,88,534/- (Rs. Twenty Lakhs, Eighty Eight thousand five hundred and thirty – four only.) for the project duration of Two year to Nagesh Karajagi Orchid College of Engineering and Technology, Solapur, towards the total expenditure of the project from Cess funds of the Board which shall include expenditure on experimental set up, TA / DA of the personnel actually engaged on the project, chemicals and consumables, salaries of the project fellows etc. for execution of work.

MPCB shall release Rs.8,27,370/- (Rupees Eight lakhs, twenty-seven thousand, three hundred and seventy only) on receipt of signed MoU from Nagesh Karajagi Orchid College of Engineering and Technology, Solapur as advance for first half year to commence the project. (after deducting the cost of filter paper)



...3/-

- The balance of grant of Rs. 12,61,164/- (Rupees Twelve lakhs, sixty-one thousand, one hundred and sixty-four only) will be released in equal half yearly installments after one year from the date of commencement of the project on submission of Annual reports along with SoE/ Utilization Certificate certified by Finance and Accounts Officer of Nagesh Karajagi Orchid College of Engineering and Technology, Solapur, (unsuited) for the respective year.
- The grants shall be exclusively utilized for the purpose for which they are sanctioned, and the Institute will maintain separate audited account for the project.
- The Chief Accounts Officer or his representative shall monitor the project expenditure to ensure that the funds are properly and effectively utilized at his discretion and shall have the right of access to the books and accounts of the institute for the grant received from the MPC Board.
- All accounts maintained by the institutions will be audited annually and on completion of the project by the auditors of the institutions. Any balance out of the grant made by MPC Board shall be remitted to MPC Board.
- The Principal Investigator, Nagesh Karajagi Orchid College of Engineering and Technology, Solapur, shall furnish to the MPC Board, a utilization certificate in respect of the grant released in a financial year within a month from the end of the financial year and an audited statement of accounts pertaining to the grant, within two months, following end of the financial year.(Annexure III)

#### 7. Progress Report:

- The Principal Investigator (P.I.) shall submit daily/weekly air quality data as specified in the Annexure – I and shall produce first draft report at the end of financial year giving full details about the scope, methodology, results, findings, recommendations etc. The report will include maps, figures and photographs wherever necessary.
- P. I. shall submit the first report of the commencement of the project within a month which may be brief. However, the subsequent reports should be sufficiently detailed, to enable MPCB to evaluate the progress of the project.
- Subsequently, you shall submit the annual reports after Twelve months from the date of acceptance of the work order.



- The institute must submit a final draft report within a month after one year before the balance payment of the project. Nagesh Karajagi Orchid College of Engineering and Technology, Solapur, will submit the final report incorporating all the suggestions/modifications if any, as suggested by MPCB within one month.
- The officers of the MPC Board shall periodically visit the institutions where the projects are located to check the progress and render such advice and help as may be required.
- The Principal Investigator shall make himself available for such discussion and as may be necessary with the officers of the MPC Board.
- If the Principal Investigator leaves the institution where the project is located, then he shall submit to MPC Board a complete and detailed report stating the work done, amount spent, amount left in balance, possibility of his continuing the work in other institutions etc.

#### 8. Results of Research and Patent Rights:

- The Principal Investigator or his co-workers, or any person connected with the institution to which the project is entrusted shall not publish the results of the research on the project in any of the Indian or foreign journals or in any other way without prior permission of the Member Secretary, MPC Board.
- No Investigator or Institution shall commercially exploit the result (partially or fully) of the research on the project either by patent or otherwise.
- The MPC Board shall have the exclusive right to determine whether any patent should be obtained for the results of the project or whether any commercial use of the results of the research should be made.
- The MPC Board shall have the right to call for drawing specifications and other data necessary to enable the transfer of know-how and the institution shall supply all the necessary information on a written request from MPC Board, in this behalf.



#### 8. Project Staff:

- The Principal Investigator may appoint Research Assistants, Fellows or Associates for the project, on such terms and conditions as per rules of CSIR/MoEF, GoI for the project duration.
- Before making any proposal for additional staff as at above, the Principal Investigator shall utilize all the spare capacity of staff available in the institution itself where the project is located.
- Such employees shall not be eligible for any contributory or general provident fund benefits or any other benefits, which the permanent employees of the concerned institution get under the rules and regulations of the institution concerned.
- The MPC Board shall allow the Principal Investigator to engage the services of casual workers which he feels necessary, provided the expenditure is met from the sanctioned grant for payment to the casual workers.
- The staff specifically appointed as indicated above for research projects will, for purposes such as leave, T.A., D.A. etc. be subject to the administrative control and service rules of the institution where the project is located.
- The safety, security, insurance and other liabilities, if-any, of the personnel working on the project shall be sole responsibility of Nagesh Karajagi Orchid College of Engineering and Technology, Solapur.

#### Other Terms & Conditions:

- All payment shall be made through A/c. Payee Cheque or Demand Draft at the City / Town in which Nagesh Karajagi Orchid College of Engineering and Technology, Post Box No. 154, Gut No:16, Solapur – Tuljapur road, Tale Hipparga, Solapur-413002, has registered office on the submission of pre-receipted bills in triplicate for respective stages.
- Financial assistance shall not be provided for conducting or attending seminars, conferences, etc.
- If the Principal Investigator or his representative working under this scheme attends seminars / symposia / conferences, with the prior permission of MPC Board to present the work carried out under the sanctioned project, then the normal Bombay Civil Services Rules shall apply for the purpose of Traveling Allowance and Dearness Allowance



- Any unutilized part of the amount sanctioned would be surrendered to the MPC Board and carry forward of funds to the next financial year for utilization for the same project may be considered only after the specific approval of the MPC Board is obtained.
- The MPC Board reserves the right to terminate the grant at any stage, if in the MPC Board's opinion the grant has not been or is not being properly utilized for the purpose for which it was sanctioned or that the progress of work is not satisfactory.
- In case of applicability of above clause, the Institution shall refund forthwith to MPC Board the entire amount of grant-in-aid received by it. In exceptional cases, this condition may be relaxed by the MPC Board.
- The overhead charges may include the purchase of photographic materials, computation charges, typing, stationery, postage, remuneration to casual workers etc.
- All equipments and stores purchased from the grant shall remain
  with the institutions concerned and shall be utilized by the staff of
  the project only for the purposes of the research project entrusted
  to the institution, and will be the property of MPC Board and should
  not without the prior sanction of the MPC Board be disposed of,
  eliminated or encumbered or utilized for the purpose other than
  those for which grant has been sanctioned.
- The MPC Board reserves the right to transfer any equipment and; or stores purchased from the grant to any other department or institution in the State of Maharashtra.
- An inventory of equipment purchased should be sent along with the progress report. The inventory should give the description of equipment cost, date of purchase and the name of the supplier.
- All equipments purchased out of the grant will have to be got entered in a stock register to be maintained by the institution and certified by the Principal Investigator.



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#### **AGREEMENT**

Form: for the Principal Investigator Undertaking

<u>Title of the Scheme:</u> "Operation and Maintenance of Ambient Air Quality Monitoring Stations under NAMP at Solapur region".

In consideration of financial and other assistance and facilities received or to be received by me, the direction of the MPC Board (hereinafter called as MPC Board), I Dr. Vinayak Krishnaji Patki son of Krishnaji Patki At Solapur working at N.K. Orchid College of Engg. & Tech., Solapur as one of the terms on which I received, or I am about to receive such financial and other assistance and facilities agree and declare as follows:

- 1. I shall from time to time disclose fully to the MPC Board or as the MPC Board may direct the progress of any investigations undertaken by me while in receipt of such assistance as aforesaid (hereinafter referred to as the said investigation) and if at any time during the course of such assistance or within period of one year after the termination of receipt of such assistance as aforesaid I shall make any invention arising out of or in connection with the said investigation I shall hold the scheme in trust on behalf of the MPC Board may direct a full and complete description of the nature of the said invention and the mode of performing the same.
- 2. I shall **not** publish the results of the said investigations without the prior approval of the MPC Board.
- 3. The said investigation and all improvements thereon discovered or invented by me during the course of receipt of such assistance or within a period of one year after the termination of such assistance as aforesaid shall subject to such reservations (if any) in receipt of said invention of the proceeds thereof for my benefit as the MPC may in its absolute discretion permit, be the sole and absolute properly of the MPC Board, and I shall if and whenever required by MPC Board at the expense of the MPC Board join with the patents in the above scheme in India and other countries for said invention or any such improvement thereon and shall on request by and at the cost of the MPC Board, execute and do, all such instruments and things necessary to vest the said inventions and improvements and any letters patents that may be obtained in receipt thereof in the MPC Board or any person appointed by the MPC Board in that behalf.

Dated the 06<sup>th</sup> Day of November 2020.

(Signature of Principal Investigator)
(Dr. Vinayak K. Patki)

CIVIL ENGG. DEPT NAGESH KARAJAGI OPCHIO OLLEGE OF ENGG. & TECH., SOLAPUR.



#### FORM OF UTILISATION CERTIFICATE

Sr	No.	Letter	No.	Amount
$o_1$ .	I VO.	LCIICI	140.	Allioulit

Certified that out of Rs of grants-
in-aid sanctioned during the year
In favor ofunder
MPC Board Letter Number given in the margin
and Rs on account of unspent
balance of the previous year, a sum of
Rs has been utilized for the
purpose of For which it was
sanctioned and that the balance of
Rs Remaining unutilized at the end
of the year has been surrendered to MPC
Board (vide No dated
) / will be adjusted towards the
grants-in-aid payable during the next year
o in it is now your

Certified that I have satisfied myself that the conditions on which the grants-in-aid was sanctioned have been duly fulfilled / are being fulfilled and that I have exercised the following checks to see that the money was actually utilized for the purpose for which it was sanctioned.

#### Kinds of check exercised:

- 1. On salary of Research Assistant, etc.
- 2. Equipment.
- Contingency.
- 4. Chemicals, etc.
- Books, Traveling, etc.

Signature : Designation : Date :