

हिमाचल प्रदेश HIMACHAL PRADESH

C 764171

Memorandum of Understanding

This Memorandum of Understanding, hereinafter referred to as "MoU", is made on this 20th day of Oct. 2020.

AMONGST

The Governor of Himachal Pradesh through Shri. D.C Rana (Director-cum-Special Secretary) Department of Revenue (Disaster Management), Government of Himachal Pradesh (hereinafter referred to as the 'FIRST PARTY') which expression shall unless repugnant to the context or meaning thereof, include his successor(s) and permitted assigns, of the FIRST PART;

AND

The Indian Institute of Technology (IIT)-Mandi, through their authorized representative Dr. Venkata Krishnan, Dean (SRIC & IR), Kamand, District- Mandi (H.P.) - 175075 (hereinafter referred to as the 'SECOND PARTY') to execute this MoU, which expression shall, unless repugnant to the context or meaning thereof, include his successor(s) and permitted assigns of the SECOND PART;

WHEREAS the FIRST PARTY is committed to undertake Structural Safety Audit of Lifeline Buildings, Hospitals and Health Institutions, promote safe construction practices in the State and adopt mitigation measures to reduce the impact of various hazards (such as landslides, floods, snow avalanches etc.) that the State is prone to.

AND WHEREAS not only the Structural Safety Audit, the FIRST PARTY intends to develop standardized formats for undertaking Rapid Visual Screening/Simplified Vulnerability Assessment/Detailed Vulnerability Assessment; conduct Rapid Visual Screening of selective buildings and carry out retrofitting of shortlisted vulnerable buildings etc.; prepare a standardized module for training of engineers and architects from various departments of

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[Signature]
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Govt. of H.P. Shimla

[Signature]
V. Krishnan

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Government of Himachal Pradesh, creating Information Education and Communication (IEC) materials and activities, sending Resource Person(s) for trainings and meetings to generate awareness among general public about retrofitting and procedures for undertaking the same and overall supervision and guidance to the trained engineers and architects, and also promote safe construction practices in the State for which training and capacity building of masons, carpenters and bar binders etc is required; and adopt mitigation measures to reduce the impact of various hazards that the State is prone to.

AND WHEREAS the SECOND PARTY is committed towards generating, cultivating and promoting science and technology in the service of the country, and is willing to **extend technical support to the FIRST PARTY** to develop Standardized formats for undertaking Rapid Visual Screening and Simplified Vulnerability Assessment formats for three types of life-line structures, namely (i) Buildings (Masonry and Reinforced Cement Concrete [RCC]); (ii) Bridges and (iii) Water Tanks; and supervise conduct of Rapid Visual Screening, Simplified Vulnerability Analysis and Detailed Vulnerability Analysis, conduct Rapid Visual Screening of selective buildings and carry out retrofitting of shortlisted vulnerable buildings etc., provide technical support and supervision for the activities for undertaking retrofitting activities in the State by State Disaster Management Authority (SDMA) and District Disaster Management Authority(s) (DDMAs); prepare a standardized module for training of engineers; conduct training of engineers and architects from various departments; creating Information Education and Communication(IEC) materials and activities, sending Resource Persons(s) for trainings/meetings to generate awareness among general public about retrofitting and procedures for undertaking the same; and provide support in training and capacity building of masons, carpenters, bar binders etc. to promote safe construction practices in the State; provide technical assistance and collaboration for adopting mitigation measures to reduce the impact of various hazards that the State is prone to.

NOW THESE PRESENT WITNESSES and the parties hereto hereby agree as follows:

1. SCOPE OF THE MoU


The parties in order to develop their relation in the interest of each other as well as society in general intend to gain their skill, experience and resources to work together.

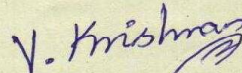
The parties intend and desire to enter into a Memorandum of Understanding for providing a framework for the following objective:

2. OBJECTIVE OF THE AGREEMENT

- a) The SECOND PARTY will provide all necessary support for the Structural Safety Audit of Lifeline Buildings including health and educational facilities in the three districts of Himachal Pradesh namely: Mandi, Kullu, Lahaul & Spiti.
- b) The SECOND PARTY will develop standardized formats for undertaking Rapid Visual Screening and Simplified Vulnerability Assessment. The formats will be devised for mainly three types of life-line structures, namely (i) Buildings (Masonry and Reinforced

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- Cement Concrete [RCC]); (ii) Bridges and (iii) Water Tanks. They will also render technical support for undertaking Detailed Vulnerability Assessment.
- c) The SECOND PARTY will develop standardized module for training of engineers; which will be vetted jointly with other Technical Institutions.
 - d) The SECOND PARTY will also support the FIRST PARTY in creating Information Education and Communication (IEC) materials/activities (e.g. simple visuals showcasing measures for retrofitting) and send Resource Persons(s) for trainings/meetings to generate awareness among general public about retrofitting and procedures for undertaking the same.
 - e) The SECOND PARTY will train and provide technical support such as preparation of designs and drawings regarding execution of Simplified Vulnerability Assessment, Detailed Vulnerability Assessment and retrofitting of selected lifeline buildings across the State, for selected districts. The overall supervision will also be the responsibility of the SECOND PARTY.
 - f) The SECOND PARTY will provide support in training and capacity building of masons, carpenters, bar-binders etc. to promote safe construction practices in the State.
 - g) The SECOND PARTY will offer recommendations for retrofitting and supervise the same.
 - h) The SECOND PARTY will offer technical support and guidance for implementing various mitigation measures to reduce the impact of various hazards that the State is prone to.

3. SCOPE OF ACTION FOR EITHER PARTY

- a) The SECOND PARTY shall study the various formats shared for undertaking Rapid Visual Screening/Simplified Vulnerability Analysis /Detailed Vulnerability Analysis and develop a standardized format for the same.
- b) The SECOND PARTY shall train engineers and architects from the departments of Public Works, Irrigation and Public Health, Urban Development, Rural Development, Himachal Pradesh Housing and Urban Development Authority (HIMUDA) in training events organized by the FIRST PARTY.
- c) The SECOND PARTY shall visit the sites of life-line buildings during the project period to provide on-site training-cum-guidance for execution of Rapid Visual Screening, Simplified Vulnerability Assessment and Detailed Vulnerability Assessment by trained engineers/architects.
- d) The SECOND PARTY shall provide technical assistance to the FIRST PARTY for adopting mitigation measures to reduce the impact of various hazards that the State is prone to.
- e) The FIRST PARTY shall arrange transport and logistic support for the SECOND PARTY.
- f) The FIRST PARTY shall provide consultancy/institutional charges to the SECOND PARTY as may be mutually settled.

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- g) Any other technical assistance may be incorporated as per requirement of FIRST PARTY upon mutual agreement.

4. COST OF THE PROJECT

The cost of the project for various tasks laid out in paragraph 2 (b) to (h) will be decided mutually by the parties to this MoU. The amount shall be paid by the FIRST PARTY through Demand Draft/NEFT to the SECOND PARTY through its Head of the Institution.

- a) After signing this MoU, 20% of the total cost of this project will be provided to the SECOND PARTY to initiate the tasks mentioned under paragraph 2 clauses (b) and (c) and for ensuring its satisfactory completion;
- b) Thereafter, 50% of the total cost of the project will be provided to the SECOND PARTY for satisfactory completion of the tasks laid out in paragraph 2 clauses (c) to (f); for the districts allotted.
- c) The remaining 30% of the total cost will be provided to the SECOND PARTY, for satisfactory completion of the tasks laid out in paragraph 2 clause (g) and (h).

5. UTILIZATION CERTIFICATE

The SECOND PARTY shall quarterly submit a statement of utilization of funds to the FIRST PARTY. The quarter shall be according to the Financial Year.

6. AUDIT

The funds shall be subjected exclusively to the internal and external auditing procedures provided for in the financial regulations, rules, policies and procedures of SECOND PARTY and documents and transactions regarding this project shall be made available by the SECOND PARTY to the FIRST PARTY during audit requirements of FIRST PARTY.

7. FORCE MAJEURE

That none of the parties shall be liable to the other for any delay or failure of its obligation under this MoU caused by the occurrence beyond its control including occurrence of fire, flood, war, insurrection, riots, strikes, sabotage or regulation of the Central Government or any compliances herewith and, such party shall, promptly but not later than seven days, notify the other parties of the commencement and cessation of such contingency and prove that such cessation is beyond its control and affects the implementation of this MoU adversely and further, if such contingency continues beyond one month, parties agree to discuss and arrive upon equitable solution for termination of this MoU or otherwise the course of action to be adopted.

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All the parties are at liberty to explore and identify new areas of co-operation with each other or with any other parties whether jointly or singly so long as such co-operation does not derogate from the provisions of this MoU.

9. DISCLAIMER

All the parties shall be solely responsible for their own acts and omission (and the acts and omission of its employees and other agents) and none of the parties shall have authority and support to act for, or legally bind, the other party in this project with third party except as agreed in writing by the parties.

10. AMENDMENT IN THE MOU

That no amendment(s) to this MoU shall be effective, unless it is in writing and signed by duly authorized representative of both parties.

11. DURATION OF THE MOU

This MoU shall come into force for all purposes as soon as it is signed and shall remain in force for a period of 05 (five) years from the date of its signing, unless terminated earlier by mutual consent and period may be extended by mutual consent of the parties, in writing.

Any funds that remain unexpended after such commitments and liabilities will be refunded to the FIRST PARTY.

12. SEVERABILITY

If any provision or condition of this MoU is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or unenforceability of any other provisions and conditions of this MoU.

13. UTILIZATION OF PROJECT OUTCOME

Any new knowledge or intellectual property generated in the course of the project shall be owned by SECOND PARTY. The FIRST PARTY shall however be free to utilize the project outcomes in their future projects, if so desired.

14. SECRECY

The documents and information and data shared by the FIRST PARTY with the SECOND PARTY shall not be disclosed by the SECOND PARTY to anyone without the consent of the FIRST PARTY. Non-maintenance of confidentiality by the SECOND PARTY shall attract legal implications. The materials developed by the SECOND PARTY shall be the property of FIRST PARTY who will be the legal owner of these materials.

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15. TERMINATION

In case it is found by any of the parties that the desired objectives cannot be achieved due to any reason(s) whatever, this MoU may be terminated by the parties by giving a written notice of 30 days in advance.

16. NOTICES

Any notice to be given under this MoU shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by registered post with acknowledgement due, addressed to the parties herein at the addresses detailed below, or such changed addresses as will be duly notified by the parties, from time to time.

17. SETTLEMENT OF DISPUTES

17.1 All disputes and/or differences arising out of this MoU shall in the first instance be settled amicably.

17.2 This MoU shall be governed by Indian laws and the Competent Court shall have exclusive jurisdiction.

In WITNESS WHEREOF, the parties have executed this MoU by their duly authorized representatives as on the date first written above at Shimla.

Signed at Shimla in the presence of witnesses

FIRST PARTY
Complete Address

Dir. cum-Spl. Secy. (Revenue)
Govt. of H.P. Shimla

SECOND PARTY

Dr. Venkata Krishnan Dean SRIC
Dean (SRIC & IR) IIT Mandi
IIT Mandi, Kamand Kamand - 175005,
Himachal Pradesh H.P., India

Name and address of witnesses

Dr. Kaustav Sarkar
Asst. Professor
IIT Mandi, Kamand
Himachal Pradesh