



महाराष्ट्र MAHARASHTRA

2023

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मुद्रांक विवरी नोंदवही अनुक्रमांक 132084 दिनांक 13/09/2023
दस्तावा प्रकार/अनुच्छेद क्रमांक _____
दस्त नोंदणी करणार आहेत का? होय/नाही - नोंदणी होणार असल्यास
दुय्यम निबंधक कार्यालयाचे नांव _____ मोबदला रक्कम Rs. _____
मिळकतीचे वर्णन _____

मुद्रांक विकत घेणाऱ्याचे नाव T J S S
दुसऱ्या पक्षाचा नाव Uttar Pradesh State
हस्त असल्यास त्याचे नाव व पत्ता Rakesh
मुद्रांक शुल्क रक्कम Rs. 5000

मुद्रांक विकत घेण्याच्यासाठी सही
श्री. रविन्द्र विष्णू शिंगाडे, परवाना क्र. 13/2000, नविन प.क्र. : 1201043
मुद्रांक विवरीचे ठिकाण : सुविता खडिगिस, जाँप नं. 23, प्रभात सेंटर एनेक्स
फ्लॉट नं. 7, सेक्टर-1ए, सी.बी.डी. देलापूर, नवी मुंबई, मो. 09324704124
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांचा कारणासाठी
मुद्रांक खरेदी केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे

MEMORANDUM OF UNDERSTANDING

Between

The Uttar Pradesh State Disaster Management Authority,
Lucknow, Uttar Pradesh

and

The Tata Institute of Social Sciences, Mumbai,
Maharashtra



MEMORANDUM OF UNDERSTANDING
between

The Uttar Pradesh State Disaster Management Authority, Lucknow, UP

and

The Tata Institute of Social Sciences, Mumbai, Maharashtra

This Memorandum of Understanding (MoU) made and entered into at Lucknow, on
13TH October, 2023

BETWEEN

Uttar Pradesh State Disaster Management Authority, Lucknow, UP represented by Vice Chairman having its office at Picup Bhavan, Vibhuti Khand, Gomti Nagar, Lucknow – 226010, Uttar Pradesh, hereafter referred to as UPSDMA.

Whereas the Uttar Pradesh State Disaster Management Authority (UPSDMA) is a statutory body created under the provisions of Disaster Management Act, 2005 passed by the Parliament. The Act has led to the creation of a three-tier system of disaster management in India comprising of the National, State and District Disaster Management Authority. As per the provisions of the Act, UPSDMA has been created at state level which is headed by Hon'ble Chief Minister of UP, a full time Vice Chairman and ministers and government officials from the UP government as Members. The UPSDMA works on Disaster Risk Reduction in Uttar Pradesh.

AND

Tata Institute of Social Sciences, a deemed to be University, registered under Section 3 of the University Grants Commission Act, 1956, represented by the officiating Registrar, TISS having its principal administrative office at the TISS, Sion-Trombay Road, Deonar, Mumbai - 400088, hereafter referred to as TISS.

Whereas the Tata Institute of Social Sciences (TISS) was established in 1936 as the Sir Dorabji Tata Graduate School of Social Work. In 1944, it was renamed as the Tata Institute of Social Sciences. The year 1964 was an important landmark in the history of the Institute, when it was declared Deemed to be a University under Section 3 of the University Grants Commission Act (UGC), 1956. The University is fully funded by the University Grants Commission under Ministry of Education, Government of India and has campuses at Tuljapur, Guwahati and



Hyderabad.

Since its inception, the Vision of the TISS has been to be an institution of excellence in higher education that continually responds to changing social realities through the development and application of knowledge, towards creating a people-centred, ecologically sustainable and just society that promotes and protects dignity, equality, social justice and human rights for all.

Whereas the Jamsetji Tata School of Disaster Studies, TISS was established in 2006 with a generous grant from the Jamsetji Tata Trust. The school functions with the goals of developing qualified, skilled and committed human resources for addressing the global challenges of environmental crisis, resulting in climate change and increasing disasters, and supporting research, training, networking and policy advocacy related to disasters in the country and globally;

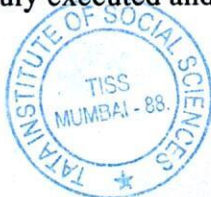
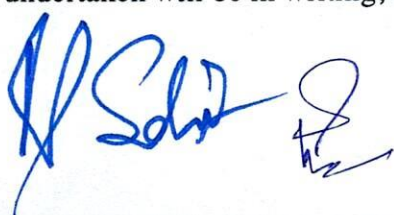
Whereas both UPSDMA and TISS have large areas of common interests and objectives, and collaboration between these two organizations shall be beneficial to both the organizations as also to many stakeholders in disaster risk reduction and resilience building;

Therefore, this Memorandum of Understanding (hereinafter called 'MoU') is signed between UPSDMA and TISS (hereinafter jointly referred to as 'the Parties') to provide an institutionalized framework for collaboration on mutually beneficial and agreed upon initiatives.

NOW, THEREFORE, BY THIS MoU, BOTH THE PARTIES, AGREED TO WORK TOWARDS:

1. Scope of the MoU

- 1.1. The parties will collaborate to promote research, innovations, and capacity building in the field of disaster risk reduction and climate change adaptation in UP . A list of possible collaborative activities is mentioned at 2.2. The scope of this MoU will not be limited by the list of activities given in 2.2. The UPSDMA and TISS may mutually agree to undertake additional activities pertaining to disaster risk reduction and climate change adaptation under the auspices of this MoU. The said additional activities to be undertaken will be in writing, duly executed and form an integral part of this MoU.



1.2. The intent of this agreement is to provide a mechanism for the Parties to work together in mutually progressive and supportive activities, which do not compromise either party or their relations with other parties not named in this agreement.

1.3. Specific initiatives, activities, projects, programs, etc., to be taken up under this MoU would be decided on a case-by-case basis by both parties through mutual consent. Detailed terms and modalities of such activities, as agreed upon mutually from time to time, would form addendums to this MoU with the estimated budget.

2. Both the parties have agreed to collaborate with each other on the following areas of collaboration (but are not limited to):

2.1. Knowledge Partnership between the two parties which will include but not limited to collaborative workshops, academic engagement, internship opportunities among others.

2.2. Developing analytical reports, guidelines and documents in collaboration between the two parties, on any activity determined by the two parties on issues connected to disaster risk reduction and climate change adaptation in UP. The activity may include but is not limited to Vulnerability Assessment, Gram Panchayat Development Plans, Heatwave Action Plan, Guidelines for different hazards, Guidelines for Crowd Management, Framework for data collection of social welfare indicators, River water management and Climate Change Adaptation.

2.3. Data collection for the mutually agreed activities.

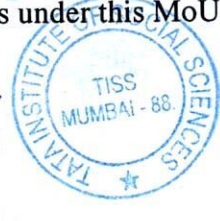
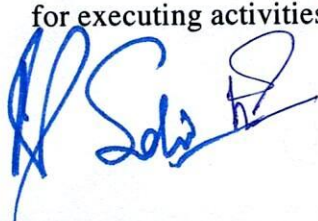
2.4. Training and Capacity Building of State and Non-State Actors at all Levels for mainstreaming and integrating disaster risk reduction and climate change adaptation in the governance process.

3. Roles, Responsibilities, and Obligations of UPSDMA

3.1. UPSDMA will identify a person and communicate the name to TISS in order to coordinate the activities under this MoU and also project or activity-specific lead person to interact with the TISS.

3.2. UPSDMA will provide access to the data, report, facilities, and personnel under their control, required for executing activities under this MoU. Wherever possible, UPSDMA will assist in logistics, such as travel and accommodation of TISS personnel.

3.3. UPSDMA will provide support to TISS for obtaining necessary permissions, approvals, cooperation, and assistance in a timely manner, from other allied agencies for executing activities under this MoU.



3.4. UPSDMA will ensure timely completion of formalities, administrative approvals, and review of data/ work, if required, to match the requirements of pre-decided schedules of activities planned and executed under this MoU.

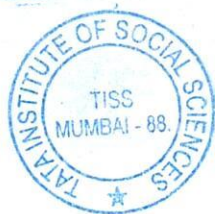
4. Roles, Responsibilities, and Obligations of TISS

- 4.1. TISS will identify a suitable person to lead the activities of the MoU and lead person specific to the project or activity.
- 4.2. TISS will form a project team to execute the activities planned under this MoU. The project team will consist of faculty, project staff, and students.
- 4.3. TISS will use the data and reports provided by UPSDMA on case to case basis after approval from UP SDMA/ State Govt and will follow due diligence and use the same for academic purposes.
- 4.4. TISS will use the collected data, analysis performed, and reports produced under various activities executed as a part of this MoU for academic dissemination, including journal articles, monographs, opinion pieces, books etc, after approval from UP SDMA/ State Govt. In all such publications, once UP SDMA agrees, TISS will acknowledge the financial support UPSDMA provides.

5. Dispute Resolution

- 5.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this MoU or the interpretation thereof.
- 5.2. Any dispute between the Parties as to matters arising pursuant to this MoU which cannot be settled amicably within thirty (30) days after the official communication may be settled by mutually appointing a Sole Conciliator in accordance with the prevalent law. The Sole Conciliator may be a Senior Officer in the Government of Uttar Pradesh or the Government of India. If the parties reach an agreement on the settlement of the dispute through the intervention of the Sole Conciliator, they shall draw up a Settlement Agreement or consent terms duly signed by the Sole Conciliator and both parties. The said agreement will be binding on both the parties.

6. Other Covenant



6.1. The use of the name, logo, or official emblem of any of the parties or any publication, documents, and paper concerned under this MoU may be allowed only after seeking explicit permission in writing.

6.2. This MoU does not give any authority to either party, to represent or exercise opinion or decision, on behalf of the other party hereto.

7. Intellectual Property Rights

7.1. All rights pertaining to any intellectual property generated, created, or invented in the due course of this MoU, will be the property of UPSDMA and TISS based on their contribution.

8. Terms and Termination

8.1. Unless extended by the parties' mutual written agreement, this MoU shall expire five (5) years after the effective date specified in the opening paragraph.

8.2. The MoU may be amended or terminated earlier by mutual written agreement of the parties giving ninety (90) days prior notice at any time.

8.3. No parties shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this agreement when and to the extent such failure or delay is caused by all results from acts beyond the impacted Party's reasonable control.

9. Relationship

9.1. Nothing in this MoU shall be construed to make either party a partner, an agent, or legal representative of other for any purpose.

10. Signed in Duplicate

10.1. This MoU is executed in duplicate, with each copy being an official version of the MoU and having equal legal validity.

11. General

11.1. The parties undertake that this MoU legally binding on each of them and is entered into by each such party in good faith.





For TISS

Sign:-

 13.10.23

Officiating Registrar
Tata Institute of Social Sciences, Mumbai

Name: Prof. Sasmita Palo

Designation: Officiating Registrar, TISS

Place: Mumbai

Date:

For UPSDMA

Sign:-

Name :

Lt. Gen. Ravindra Pratap Sahi, AVSM

Designation :

Vice chairperson

Place :

Lucknow

Date :

13 Oct. 2023