

गोवा GOA

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MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

GOA UNIVERSITY,

School of Biological Sciences and Biotechnology (Microbiology Programme)

AND

GOA STATE WETLAND AUTHORITY, SALIGAO-GOA

This Memorandum of Agreement (hereinafter referred to as 'MoA') is executed on this 5<sup>th</sup> day of May, 2023 at Saligao, Goa.

BY AND BETWEEN:

Goa State Wetland Authority (GSWA), a body of Government of Goa constituted as per Wetland (Conservation and Management) Rules 2017 having its registered office at Saligao-Goa 403511, through its authorized representative Dr. Pradip Sarmokadam, Head of Nodal Agency, GSWA hereinafter referred as "GSWA", which term unless repugnant to the context thereof shall mean and include its successors and permitted assigns, of the First Part,

*Pradip Sarmokadam* (S)

*Ravi De xavier corvalho*



AND

Goa University, School of Biological Sciences and Biotechnology (Microbiology Programme) (hereinafter referred to as "PROJECT PROPONENT") whose address is Microbiology Programme, School of Biological Sciences and Biotechnology, Goa University is duly represented by Dr. Judith Noronha, Principal Investigator which term unless repugnant to the context thereof shall mean and include its successors and permitted assigns, of the Second Part.

The Parties to this MoA are individually referred to as the "Party" and collectively referred to as "Parties".

WHEREAS GSWA is a body of Government of Goa constituted as per Wetland (Conservation and Management) Rules 2017 and as per the provision made in Part II – Sec. 3 (i) Rule 5 (1) of "The Gazette of India : Extraordinary". The State Government of Goa constituted the Goa State Wetland Authority in the year 2016, (Corrigendum No. GSWA/2017-18/WC/013/026/836 in Official Gazette of Government of Goa. Dated: 09th February 2018) Goa State Biodiversity Board (GSBB) is the Nodal Agency for GSWA, situated in the premises of Department of Science, Technology and Environment, Saligao, Bardez- Goa.

AND WHEREAS GSWA has awarded a sanction order to the Project Proponent for a project on: Assessment of Microbial Contributions to the Health of Wetlands in Goa

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of their agreement in writing.

NOW THIS MEMORANDUM OF AGREEMENT WITNESSETH AS UNDER: -

1. Scope and Plan of work:

The purpose of this Memorandum of Agreement (MoA) is as given below: -

- a. To assess the microbial taxonomic diversity and community structure in various habitats existing in the wetland ecosystem, such as sediment, water column and root zones of macrophytes.
- b. To study the functional contributions of microbes to the health of wetland ecosystems.
- c. To compare the above parameters between two wetland sites located in Goa, i.e., Sarzora Lake and Nanda Lake, representing pristine and semi- urban wetlands respectively.



Work plan and timetable (May 2023-April 2024):

The project would commence from the date of receipt of fund from Goa State Wetland Authority and the study will be completed as per work plan as below:

- i. First to fifth month – Sample collection, processing and DNA extraction
- ii. Fourth to seventh month – DNA sequencing
- iii. Sixth to eighth month – Bioinformatics analysis
- iv. Ninth to twelfth month – Statistical analysis, data interpretation and compilation of results.

**2. OBJECTIVE OF THE PROJECT/ STUDY (derived from the submission of the Project Proponent as mentioned above): -**

- a. Shotgun metagenomic analysis of total microbial communities in various habitats (sediment, water column and root zones of macrophytes) of a pristine and semi-urban wetland, i.e., Sarzora Lake and Nanda Lake.
- b. Comparison of the respective microbial communities at the taxonomic and functional level.

**3. RESPONSIBILITIES UNDER THIS MOA OF PROJECT PROPONENT**

- a. Achieve all the objectives mentioned under clause 2- "Objective of the Project/ Study".
- b. Conduct field surveys as per the objectives of the study.
- c. The Project Proponent will be required to present this study whenever required and also has to submit monthly reports to Goa State Wetland Authority.
- d. To strictly adhere to the schedule and activities mentioned in the project proposal as per the work plan in clause 1. The outcome of the research study shall be the Joint Rights of both project proponent and the Goa State Wetland Authority and the GSWAs permission is essential for publishing any Research Papers, on the findings of the project.
- e. Any important findings as part of the study should be shared with GSWA.

**4. GSWA's RESPONSIBILITIES UNDER THIS MOA**

- a. To provide all the necessary assistance as may be reasonably required by the project proponent for carrying out the project successfully.





- b. If at any given point of time GSWA is not satisfied with the progress of the study, the department will stop releasing the subsequent instalment and the amount which has already been released to the Project Proponent shall be refunded by the Project Proponent with a prevailing rate of interest.
- c. GSWA shall undertake to provide necessary funds with due approval from the Government of Goa through the Department of Environment and Climate Change.
- d. GSWA through the Department of Environment and Climate Change, Government of Goa may sanction the total project budget amounting to **Rs. 3,55,000 (Rupees three lakh fifty-five thousand only)** as per the received proposal from Project proponent dated: 06.09.2022

#### 5. PAYMENT TERMS

Out of the estimated project cost submitted by the **Project proponent** to GSWA, the payment to the project proponent will be executed as per sanction order terms. It is necessary to ensure by the project proponent that the funds disbursed shall be at the disposal of the **Project Investigator** and the institution shall ensure the necessary procedures for timely availability of funds to the Project Investigator.

#### 6. PERIOD OF MoA:

The MoA will come into effect from **5th May 2023**, and remain valid till **31<sup>st</sup> March 2024** unless terminated earlier in accordance with the provision of the MoA or unless the period is mutually extended through an amendment to this MoA however without further financial implications for the extended period.

#### 7. FORCE MAJEURE:

In case the project is delayed by reason of war, civil commotion or any act of God, or any other circumstances, the occurrence of the event which materially interferes with the ability to perform its obligations or duties hereunder which is not within the reasonable control of the Parties, in such a case the Parties shall not be held responsible or liable nor be deemed to have defaulted under or breached the conditions of the MoA. Party affected by Force Majeure event shall intimate the other Party about occurrence of such an event and the reasonable steps taken. Parties shall be excused from liability for failure or delay in performance or nonperformance of any obligation under this MoA.

**8. RIGHT OF TERMINATION:**

In case the **PROJECT PROPONENT** fails to progress with the project as per the time schedule herein above, or there is a breach of any of the terms & conditions of this MoA, except for the grounds stated in clause 7 above, **PROJECT PROPONENT** shall intimate **GSWA** by giving thirty (30) days' notice in writing to rectify the breach. In **PROJECT PROPONENT** fails to rectify the said breach within a period of 30 days **GSWA** shall have the right to terminate this MoA and in such an event, the **PROJECT PROPONENT** shall refund entire amount received from **GSWA** up to the date of termination with Fund Utilisation Certificate(s). The **PROJECT PROPONENT** shall not be entitled to payment of any amount by way of compensation for termination of Agreement.

**9. SEVERABILITY:**

Should any portion of this MoA be judicially determined to be illegal or unenforceable, the remainder of the MoA shall continue to be in force and effect and either party may renegotiate the terms. It is made clear that renegotiated terms may be stipulated either by separate addendum document or a separate MoA as the circumstances may require.

**10. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION:**

The **Project Proponent** shall not during or after the termination of the agreement disclose to any third party any confidential information shared by **GSWA** or arising from the agreement except with the prior written permission of **GSWA**.

**11. PROJECT COMPLETION PERIOD:**

The Purpose indicated in the MoA will be completed by the **PROJECT PROPONENT** during the specified period as mentioned at clause 1 of the MoA i.e. with 1 year from the date of signing of this MoA.

**12. ARBITRATION:**

In the event of any question, dispute or differences arising under the MoA (including a dispute relating to the validity or existence of this MoA), the parties agree to settle the same amicably by mutual discussions within a period of 30 (Thirty) days of service of a written



notice from either party to the other party, referring/raising the dispute, to resolve the dispute in good faith.

IN WITNESS whereof, the authorized representatives of the parties hereto have caused this agreement to be signed in their respective names.

**For and on behalf of GOA UNIVERSITY**  
School of Biological Sciences and Biotechnology  
(Microbiology Programme)

Name: **Dr. Judith Noronha**



Designation: Assistant Professor in Microbiology

Signature: 

**In the presence of:**

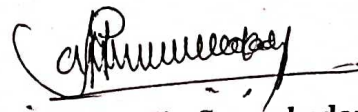
(1) Witness:

Name: Samiksha Chari

Designation: Programme Officer

Signature: 

**For and on behalf of GSWA**



Name: **Dr. Pradip Sarmokadam**

Designation: Head of Nodal Agency,  
GSWA.

Signature: 

(2) Witness:

Name: Vivek K. Kurtiker

Designation: LDC

Signature: 