



गोवा GOA

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Value of stamp paper 100
Name of Purchaser V. Gowde
Residing at Tale, son / wife of Mr. Gowde

Signature of vendor
L. No. 23 (R.S.E. Dassa)

Signature of Purchaser

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

GOA UNIVERSITY



AND



GOA STATE BIODIVERSITY BOARD, SALIGAO-GOA

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[Signature]
26/05/23

[Signature]

This Memorandum of Agreement (hereinafter referred to as 'MoA') is executed on this **26th day of May 2023** at Saligao, Goa.

BY AND BETWEEN:

Goa State Biodiversity Board (GSBB) an Autonomous Statutory body Govt. of Goa having its registered office at Saligao-Goa 403511, through its authorized representative **Dr. Pradip Sarmokadam**, Member Secretary, GSBB hereinafter referred as "**GSBB**", which term unless repugnant to the context thereof shall mean and include its successors and permitted assigns, of the First Part,

AND

GOA UNIVERSITY, TALEIGAO-GOA (hereinafter referred to as "**GOA UNIVERSITY**") whose address is Taleigao- Goa is duly represented by **Dr. Nitin Sawant**, **Principal Investigator**, Goa University 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 **GSBB** is an autonomous body of Government of Goa constituted by the State Government as per the provision made in Section 22 of the Biological Diversity Act, 2002, situated in the premises of Department of Science, Technology and Environment, Saligao, Bardez - Goa is supported by Department of Environment & Climate Change, Government of Goa. **GSBB** has its presence in every Local Body (LB) and Urban Local Body (ULB) by way of Biodiversity Management Committees (BMC) constituted under Section 41 of Biological Diversity Act, 2002, which are mandated with conservation, sustainable utilization and fair and equitable sharing of benefits derived from biodiversity and its components.

AND WHEREAS **GSBB** has awarded a sanction order to **Goa University** for a project on : **Impact of Climate Change on Ichthyofauna along the coast of Goa, India.**

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:-

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Dr. Pradip Sarmokadam
26/05/23

Dr. Nitin Sawant

1. SCOPE:

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

1. Assessment of fish catch during the study period
2. Understanding the trends of fish catch for the past decade
3. To evaluate the impact on livelihood through secondary data survey
4. To study fish diversity along the coastline of Goa.

2. DR. NITIN SAWANT, PRINCIPAL INVESTIGATOR, GOA UNIVERSITY'S

RESPONSIBILITIES UNDER THIS MOA

- a) To compile Literature Survey and permissions
- b) Conduct of field survey for fish and related areas of project
- c) Compilation and submission of monthly progress report
- d) Conduct of awareness programmes capacity building workshops/seminars on fish and related areas of project
- e) Compilation, Preparation and Submission of final project report to **GSBB**.

3. GSBB'S RESPONSIBILITIES UNDER THIS MOA

GSBB shall undertake to provide necessary funds with due approval from Government of Goa through Department of Environment and Climate Change.

GSBB through the Department of Environment and Climate Change, Government of Goa may sanction a total project budget amounting to Rs. 3.00 lakhs (Rupees three lakhs only) as per the received proposal from **GOA UNIVERSITY** dated: 8/4/2022. Although the project cost was Rs.4,94,500.00 , the funding could be sanctioned only up to to Rs. 3.00 lakhs by **GSBB**.

4. PAYMENT TERMS

Out of the estimated project cost submitted by **GOA UNIVERSITY** to **GSBB** the payment to Second part will be executed as per sanction order terms.

5. PERIOD OF MoA:

The MoA will come into effect from **26th May 2023** and remain valid till the period of 01 year, i.e upto **26th May 2024** unless terminated earlier in accordance with the provision of the MoA

N. Sawant
26/05/23

[Signature]

or unless the period is mutually extended through an amendment to this MoA however without further financial implications for the extended period.

6. 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 non performance of any obligation under this MoA.

7. RIGHT OF TERMINATION:

In case the GOA UNIVERSITY represented by Dr. Nitin Sawant in this MoA 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 6 above, GOA UNIVERSITY shall intimate GSBB by giving thirty (30) days notice in writing to rectify the breach. If GOA UNIVERSITY fails to rectify the said breach within a period of 30 days GSBB shall have the right to terminate this MoA and in such an event, the GOA UNIVERSITY shall refund entire amount received from GSBB up to the date of termination with Fund Utilisation Certificate(s). The GOA UNIVERSITY shall not be entitled to payment of any amount by way of compensation for termination of Agreement.

8. SEVEREBILITY:

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.

9. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION:

Nitin Sawant
21/05/23

(Signature)

The GOA UNIVERSITY shall not during or after the termination of the agreement disclose to any third party any confidential information shared by GSBB or arising from the agreement except with the prior written permission of GSBB.

10. PROJECT COMPLETION PERIOD:

The Purpose indicated in the MoA will be completed by the GOA UNIVERSITY 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.

11. 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 representative of the parties hereto have caused this agreement to be signed in their respective names.

For and on behalf of GOA UNIVERSITY

Name: **Dr. Nitin Sawant**
Assistant Professor

Designation:

Signature: *N Sawant*

In the presence of:

(1) Witness:

Name: *Reshma Kerkar*

Designation: *SAO, GSBB*

Signature: *R Kerkar*

For and on behalf of GSBB

Name: **Dr. Pradip Sarmokadam**

Designation: Member Secretary, GSBB.

Signature: *Pradip Sarmokadam*

(2) Witness:

Name: *MICHELLE FERNANDES*

Designation: *PROJECT SCIENTIST - II*

Signature: *M Fernandes*

