



தமிழ்நாடு தமில்நாடு TAMILNADU

56540

Sri Ramachandra University

6 DEC 2016

porur

BA 338012
N.S. VISWANATH
STAMP VENDOR
L. No. 12/4/96-30-9-1
5/14A, Arcot Road, Porur
Chennai-116. Call: 94443 0

AGREEMENT

This Agreement (hereinafter referred to as the "Agreement") is made at Chennai on the _____, 2017 by and between

(i) The Tamil Nadu Pollution Control Board, located at No. 76, Mount Salai, Guindy, Chennai - 600 032 and represented herein by its District Environmental Engineer, Ambattur Division, Mr. D. Vasudevan, (hereinafter called as TNPCB);

(ii)locate at
.....

..... and represented herein by its
..... Mr.....(herein
after called as O&M Contractor); and

(iii) Sri Ramachandra University, Porur, Chennai -- 600116 and represented herein by its Dean (Research), Dr.S. P. Thyagarajan (hereinafter called as "Educational Institution").

EA Dept
1000
[Signature]

[Signature]
District Environmental Engineer,
Tamil Nadu Pollution Control Board
Ambattur, Chennai-58

[Signature]

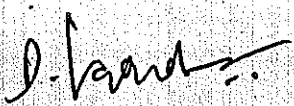
Prof. S. P. THYAGARAJAN
Ph.D., MD, D.Sc., FNASc, FAMS, FIMSA, FABMS
Professor of Eminence & Dean (Research)
Sri Ramachandra University
(Declared under Section 3 of the UGC Act. 1956)
Porur, Chennai-600 116, India


Monitoring Stations [hereinafter called as CAAQM Station(s)] in Tamil Nadu at 25 locations and run the CAAQM Stations through O & M Contractors selected and appointed by the TNPCB, with co-operation and participation of the identified Educational Institutions, in terms of the terms and conditions specified hereinbelow;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:-

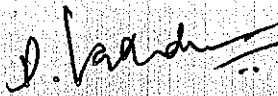
1.0 Role and obligations of the TNPCB


- 1.1. All the Instruments/Equipments will be purchased by calling Open Tenders by the TNPCB.
- 1.2. They will be established in the identified places/stations by the TNPCB.
- 1.3. The rent for the building identified for CAAQM Stations will be paid by the TNPCB as per the PWD rates, after entering into Rental Agreements with the owners of the buildings for a minimum period of 5 years, which may be renewed for further periods of 5 years, at the option of the TNPCB.
- 1.4. Three phase power supply provisions and telephone connection with internet facility for CAAQM stations will be arranged by the TNPCB. Internal wiring for the CAAQM stations will also be arranged by the TNPCB as per the requirements given by the O&M Contractor.
- 1.5. After complete establishment of the CAAQM stations by the supplier, the TNPCB will hand over them to the O & M Contractor on getting necessary Indemnity bond, as prescribed for this purpose in the Tender documents.
- 1.6. The TNPCB will issue Operation and Maintenance Contract (O&MC) to maintain the CAAQM stations initially for 5 years which may be renewed for further periods (in 5 years package) or up to the life period of the analyser, whichever is later, at the option of the TNPCB.
- 1.7. Periodical payments to the O&M Contractor towards O&MC will be made by the TNPCB as per the conditions prescribed in the Tender documents and also based on the monthly certificate issued by the Engineer/Authorized Officer of the TNPCB. Before making payment, the TNPCB will also consider adverse report, if any, received from the Educational Institution.


District Environmental Engineer,
Tamil Nadu Pollution Control Board
Chennai-58


Prof. S. P. THYAGARAJAN
Ph.D., MD, D.Sc., FNAsc, FAMS, FIMSA, FABA
Professor of Eminence & Dean (Research)
Sri Ramachandra University

- 2.1. The O & M Contractor will identify and recruit a qualified person, as per the qualifications specified by TNPCB, to attend to the daily maintenance of the CAAQM Station. Such staff will be under the direct supervision and control of the O&M Contractor and entirely responsible for the O&M of the CAAQM station. The O&M Contractor will pay salary and other benefits to the staff as per the O&MC Tender conditions/specifications. The O&M Contractor will provide necessary training to the staff for daily maintenance of the CAAQM station and seek necessary assistance from the Educational Institution concerned in this regard. All the staff recruited and employed by the O&M Contractor for the purpose stated herein, shall always be considered as the employee of the O&M Contractor for all purposes and that there shall not exist any employer-employee relationship between them and the TNPCB.
- 2.2. All the 25 CAAQM stations will be connected to the CAC, TNPCB Chennai, and IIT, Chennai for data analysis.
- 2.3. Each CAAQM station will also be connected to the Educational Institution concerned by Internet, by providing necessary softwares, computers and printers by the O & M Contractor to the Educational Institution concerned. The Educational Institution concerned will monitor the CAAQM station as to whether they are properly working or not and also furnish the periodical reports as per the formats prescribed by the TNPCB for this purpose.
- 2.4. The validated data generated by the O & M Contractor from the CAAQM stations will be utilized for 'source apportionment studies' by the Educational Institution which would suggest necessary 'action plans for abatement of pollution' in respect of the areas around the particular CAAQM station by using 'air monitoring models'. The TNPCB will also associate with other experts for this purpose as may be deemed necessary.
- 2.5. The Educational Institution concerned would carry out monthly inspection of the CAAQM station allotted to it and report to the TNPCB in the prescribed format as to whether the data obtained at the CAAQM station reflect accurate calibration or not, so that the O&MC and the Officials of the TNPCB would initiate necessary steps to ensure accuracy of the data generated in the related CAAQM station.


District Environmental Engineer,
Tamil Nadu Pollution Control Board
Ambattur, Chennai-58


Prof. S. P. THYAGARAJAN
Ph.D., MD, D.Sc., FNASc, FAMS, FIMSA, FABMS
Professor of Eminence & Dean (Research)
Sri Ramachandra University
(Declared under Section 3 of the UGC Act. 1956)
Porur, Chennai-600 116, India

year, to the TNPCB in regard to the real time data obtained at the CAAQM station assigned to it.

3.0 Role and responsibilities of the O&M Contractor:

3.1. The O&M Contractor will maintain the CAAQM station efficiently and effectively under the supervision and guidance of the Engineers/officials of the TNPCB and in terms of the conditions prescribed in the Tender documents. The O&M Contractor will be bound by and carry out such other directives as may be given by the TNPCB, from time to time, in relation to proper maintenance of the CAAQM station. The Educational Institution and the TNPCB nominees will also inspect CAAQM station and furnish inspection reports to the TNPCB giving complete details on the functioning status of the CAAQM station including giving specific narration in regard to shortcomings. The O&M Contractor shall be required to rectify immediately the deficiencies, if any, found during the inspections and for any failure on its part in this regard, liable to penalty, as may be decided by the TNPCB.

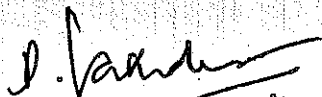
3.2. All the recurring expenditure such as electricity charges, insurance premium, salary to the staff and security personnel, housekeeping, monthly payment of internet and telephone charges, AMC for Instruments/Analysers/A.C/UPS, etc., will be incurred by the O&M Contractor during the O & M contract period, in accordance with the Tender conditions and the O & M Contractor shall be liable for penal action by the TNPCB for any violation in the matter.

4.0. Undertaking


4.1. The O&M Contractor shall give an undertaking to the TNPCB to carry out the above said activities in relation to operation and maintenance of the CAAQM station in accordance with the Tender conditions for the period specified by the TNPCB.

5.0 Publication:

5.1 The TNPCB recognizes that under its policy, the Educational Institution shall have the right, at its discretion, to release information or to publish any material resulting from the research provided that such material does not include any TNPCB's Confidential Information and that such publication would not disclose or otherwise jeopardize any potential patent rights in technology, developed hereunder. The data before publication shall be sent to IIT, Chennai for validation.



District Environmental Engineer



Prof. S. P. THYAGARAJAN

5.3 The TNPCB will be given full credit and acknowledgment for any support provided to the Educational Institution in any publication resulting from this Agreement, unless requested otherwise by the TNPCB.

6.0 Intellectual Property Rights

6.1 TNPCB shall retain ownership of all Intellectual property developed and / or purchased by TNPCB or on TNPCB'S behalf prior to this Agreement and to all Intellectual property developed and / or purchased by or on TNPCB's behalf without the active participation of the Educational Institution.

6.2 Except for the rights expressly granted to the Educational Institution under this Agreement, the TNPCB will retain all rights, titles and interests in and to the Intellectual property and proprietary rights.

7.0 Duration of Agreement

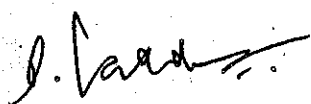
This Agreement will be in force for 3 years and is liable to be renewed for a further period of 3 years on mutual consent of the parties.


8.0 Surrender of Materials on Cessation

The Educational Institution agrees to deliver to TNPCB, and not to keep or deliver to any other person or entity, on the date of cessation of this Agreement, all documents and materials including but not limited to, Confidential Information. If documents and or materials pertaining to the business of TNPCB or originating with TNPCB come into Educational Institution's possession after cessation of this Agreement, it will be promptly delivered to the TNPCB.

9.0 Indemnity

9.1 The O & M Contractor is responsible for quality of data generated from the CAAQM Station.


District Environmental Engineer,
Tamil Nadu Pollution Control Board,
Ambattur, Chennai-58.


Prof. S. P. THYAGARAJAN
Ph.D.,MD,D.Sc.,FNASc,FAMS,FIMSA, FABMS
Professor of Eminence & Dean (Research)
Sri Ramachandra University
(Declared under Section 3 of the UGC Act. 1956)
Porur, Chennai-600 116, India