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CB 054574

AGREEMENT

This agreement executed at Thiruvananthapuram on the ...^{22nd}...day of March 2019 between the State Wetland Authority Kerala (SWAK) (housed in Directorate of Environment and Climate Change, Government of Kerala) having its office at 4th floor KSRTC Bus Terminal, Thampanoor, Thiruvananthapuram – 695 001 represented by its Member Secretary (hereinafter referred as 'FIRST PARTY' which expression shall include its successors and assignees) Dr. Sulekha B T, Assistant Professor, Dept of Zoology, Sree Narayana College, Kollam- 691 001. (hereinafter referred as OBLIGOR which expression shall include his successors and assignees) AND Dr.Anitha Sankar C, Principal, Sree Narayana College, Kollam (herein after referred as THIRD PARTY which expression shall include its successors and assignees)

WHEREAS the obligor submitted the proposal 'Critical evaluation of heavy metal pollution and E.coli concentration of Ashtamudi Lake, the Ramsar site 1204 and effective conservation & Management through awareness programmes' to the first party under awareness on Wetland Conservation & Management Scheme of the first party (The project proposal with endorsement is annexed as Annexure I and forms the part of the agreement).

Vijay
22/03/19
Dr. V. S. N. MADHAVAN IAS
Member Secretary
State Wetland Authority Kerala (SWAK)
Thiruvananthapuram- 695 001

Sulekha
Dr. SULEKHA B.T.
Asst. Professor.



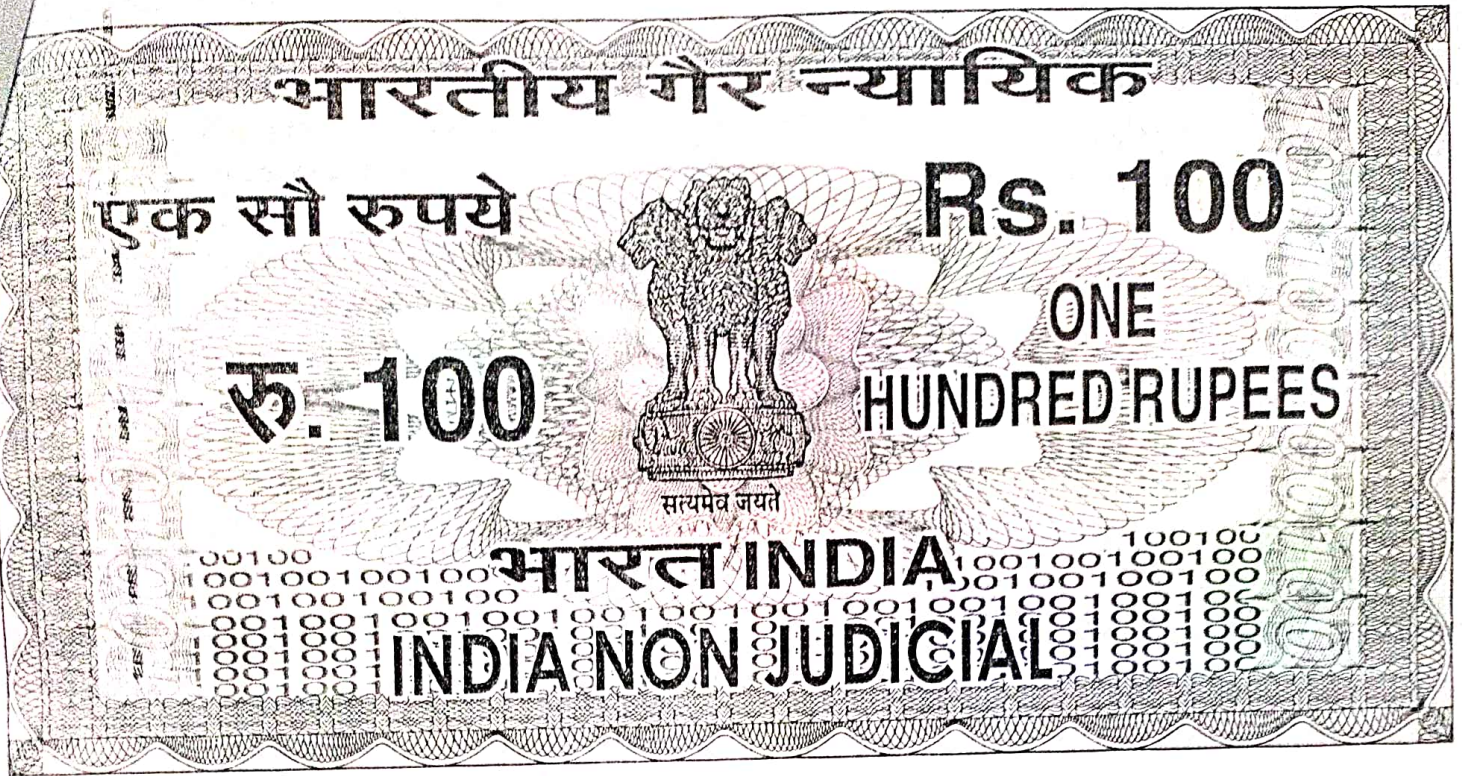
A.U.M.
Dr. Anitha Sankar.C
Principal
Sree Narayana College
Kollam



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ate 19-03-19. Rs. 100/-

Dr. B. T. Sulekha.
Asst. Professor.
D.G. Research Dept. of Zoology

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AND WHEREAS the meeting of the State Wetland Authority Kerala (SWAK) held on 15/02/2018 in the Chief Minister Conference hall, Government Secretariat headed by the Chief Minister of Kerala, approved the awareness proposal on wetland conservation and the Government vide GO (Rt)No.98/2018/Envtd dtd 08/08/2018 accorded administrative sanction for the awareness programme on wetland conservation. (The GO is annexed as Annexure II and also forms the part of the agreement).

NOW THEREFORE the parties hereby agree as follows.

OBJECTIVES OF THE PROJECT

1. To assess the physic-chemical parameters of water samples
2. To analyse heavy metal in water , sediment and bivalve samples
3. To conduct awareness programmes for disseminating the ill effects of pollution, responsibility of citizens to protect Ashtamudi lake.

TERMS AND CONDITIONS

1. The project is sanctioned for a maximum period of 8 months (October 2019) and the fund allotted shall be utilized only for the purpose of the sanctioned project as stated in the proposal/revised proposal.
2. The project becomes operative with effect from the date of release of fund. This date should be intimated by the Institution Authorities/ Project Coordinator to the FIRST PARTY within 15 days.

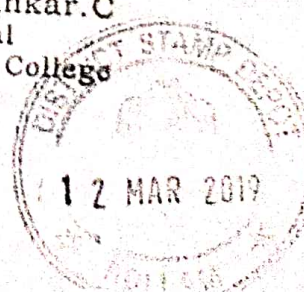
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22/03/19

DR. V. N. MADHAVAN IAS
Member Secretary
State Wetland Authority Kerala (SWAK)
Phone: 98461 696 001

Handwritten signature
Dr. SULEKHA B.T.
Asst. Professor



Handwritten signature
Dr. Anitha Sankar.C
Principal
Sree Narayana College
Kollam



Number 19374
Date 19-03-19

Dr. B. T. Sulekha
Asst. Professor
Research Dept. of Zoology

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3. The agreement shall be in force from the date of signing to 8 months (October 2019) or till the end of the project, whichever is earlier.
4. The OBLIGOR should inform the initiation of the project activity to the SWAK and ensure the presence of Officials of SWAK or DoECC.
5. If the OBLIGOR commits a breach of any of the terms of this agreement at any time during the period of the agreement, FIRST PARTY shall have the right to forthwith terminate this agreement without prejudice to its rights and remedies.
6. The OBLIGOR if fails to implement the project within the stipulated time in accordance with the proposal furnished shall refund the funds received from FIRST PARTY with 18% penal interest.
7. The implementing institution and the OBLIGOR have the responsibility for completion of the project and to achieve the expected outcomes and deliverables of the project. In case any Investigator/ Coordinator (including Lead or Principal Investigator) leaves the Institute on account of superannuation, unforeseen circumstances, the responsibility for the completion of the project may be entrusted to another equally qualified Investigator by the Head of the Institution with approval of the FIRST PARTY at no extra cost.
8. In case the OBLIGOR is shifting to another institution due to a new appointment/transfer/long-term deputation, the project could be transferred to that Institution with mutual consent of both the institutions and with the approval of the FIRST PARTY.
9. The FIRST PARTY have the right to depute empanelled Expert Peer Viewers/Scientists/ Specialists/Finance persons of the Department of Environment & Climate Change and staff of SWAK to visit the grantee organization periodically for reviewing the progress of the work and for suggesting such measures as to ensure early realization of the objectives of the project
10. Investigators who wish to publish papers based on the project work done under the Project or to present such papers at conferences need to duly inform the FIRST PARTY. Three copies of the publications/papers shall be sent to the FIRST PARTY.
11. In respect of particular projects, at the time of sanction, FIRST PARTY may prescribe requirements of its prior approval before submitting the results for publication or conference presentation, papers or articles based on the Project.
12. FIRST PARTY should be duly acknowledged for financial assistance in all the publications including digital deliverables that has derived from the research work during or after completion of the investigation.
13. On termination of the project, the duly audited accounts shall be submitted and the unspent balance, if any shall be refunded to the FIRST PARTY within three calendar months of completion of the projects.

Veena
22/03/19
Dr. VEENA NARAYANIAS
Member Secretary
State Wetland Authority Kerala (SWAK)
Thiruvananthapuram- 695 001

Sulekha B.T.
Dr. SULEKHA B.T.
Asst. Professor



A U M
Dr. Anitha Sankar.C
Principal
Sree Narayana College
Kollam

14. OBLIGOR has to furnish interim report, 3 copies of the Final Technical Report (FTR), including Executive Summary and photographs, along with a soft copy and other useful digital deliverables as demanded by the FIRST PARTY.

TERMS OF PAYMENT

- i) The total amount sanctioned to this project is Rs.3 lakhs (Rupees Three Lakhs only) which include Rs. 80,000/- (Rs. Eighty Thousand only) for Awareness Component and Rs.2,20,000/- (Rs. Two lakh Twenty Thousand only) for Action Component.
- ii) The FIRST PARTY shall pay an amount of Rs.3 lakhs (Rupees Three Lakhs only).
- iii) The recipient institution shall forward the final completion report (3 copies) along with an audited Utilization Certificate (in KFC Form 44) and Statement of Expenditure (UC & SE) signed by Project coordinator and countersigned by the Head of the Institution to the effect that the grant has been utilized for the Project works for which it was granted, to the Member Secretary, State Wetland Authority Kerala (SWAK).
- iv) The Institution should maintain separate audited accounts for the project.
- v) The unutilised portion of the grant amount if any, at the end of the project period shall be refunded to the FIRST PARTY forthwith by D.D in favour of the Member Secretary, FIRST PARTY of State Wetland Authority Kerala.

Force Majeure

Either of the parties shall not be considered defaulting in performance of their obligations under the terms listed in this agreement, if such performance is prevented or delayed for any cause beyond the responsible control of the party affected such as natural calamities, riots, fire, explosion, flood or because of any law or other proclamations, regulations or ordinance of any Government or sub-division there of or any other cause beyond the control of the concerned parties which could not have been foreseen or avoided by the exercise of due diligence; provided notices of any such cause with necessary evidence is given within a period of 14 days or if it is not possible, within a reasonable period without delay. As soon as the cause of force majeure has been removed the party whose liability to perform its obligation has been affected shall notify the other party, the actual delay that might have occurred in such affected activity.

Dispute Redressal

In case of any disputes arising between the parties to this agreement or any of the matters covered under this agreement the same shall be settled by mutual discussion and if it is not possible the matter shall be referred to the Member Secretary, State Wetland Authority Kerala, whose decision will be final and binding on the parties

Veena
22/03/19
Dr. VEENA MADHAVAN IAS
Member Secretary
State Wetland Authority Kerala (SWAK)
Thiruvananthapuram - 695 001

Sulekha B.T.
Dr. SULEKHA B.T.
Asst. Professor



ANIL
Dr. Anitha Sankar.C
Principal
Sree Narayana College
Kollam

SEAL OF PARTIES

IN WITNESS WHERE OF the parties have signed this agreement on the day, month and year mentioned herein before

Parties

For and on behalf of

FIRST PARTY

For and on behalf of OBLIGORS

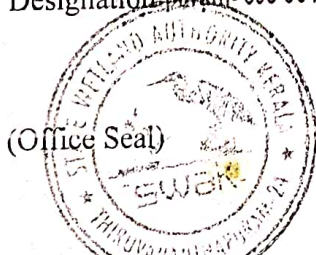
For and on behalf of

THIRD PARTY

Signature *Veena*
22/03/19

Name

Dr. VEENA N MADHAVAN IAS
Member Secretary
State Wetland Authority Kerala (SWAK)
Designation: Thiruvananthapuram - 695 001



Witness: (Name & Address)

Manjusha
Manjusha. 21
Project Scientist
SWAK

Date 22/3/19

Place Thiruvananthapuram

Signature *Sulekha*

Name **Dr. SULEKHA B.T.**

Asst. Professor

Designation



(Office Seal)

Witness: (Name & Address)

Sanjo
Dr. Lajin S.
Asst. Prof.
Dept. of Psychology
SNC, Kollam.

Date 22/3/19

Place Thiruvananthapuram

Signature *Anitha*

Name **Dr. Anitha Sankar. C**
Principal
Sree Narayana College
Kollam

Designation

Witness: (Name & Address)

Lalitha
Dr. Letha T.S.
HOD + Asst Prof.
Dept. of Philosophy
S.N. College, Kollam.

Date 22/3/19

Place Thiruvananthapuram