



ST. XAVIER'S COLLEGE
(AUTONOMOUS)
5, Mahapalika Marg, Mumbai - 400 001,
INDIA.
☎ 2262 0661/65

7.1.6: QUALITY AUDITS ON ENVIRONMENT AND ENERGY

❖ MoU

- Centre of Environmental Research & Education (CERE) & St. Xavier's College (Autonomous), Mumbai (19th Mar. 2020)

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made and executed on 19 March 2020 at Mumbai.

BETWEEN

St. Xaviers College – Autonomous, Mumbai, unit of The Bombay St. Xavier's College Society, registered under the Bombay Public Trusts Act of 1950 (Regd. No. F-2164 (Bom)) situated at 5, Mahapalika Marg, Dhobi Talao, Fort, Mumbai 400 001 (herein referred to "**St. Xaviers College**" which expression shall mean and include its successors and permitted assigns) of the Other Part.

And

Centre for Environmental Research and Education (CERE) a not-for-profit organization, registered under the Bombay Public Trusts Act of 1950 (Regd. No. E – 20674) having its registered office at S-11, Ground Floor, Jamasji Apartments, 32 Naushir Bharucha Marg (Sleater Road), Grant Road (W), Mumbai – 400 007 (hereinafter referred to as "**CERE**" which expression shall mean and include its successors and permitted assigns) of the One Part

WHEREAS

1. St. Xavier's College is an autonomous teaching and research institution with NAAC accreditation A:3.63 and a designated UGC College of Excellence from 1st April 2014.
2. CERE is a non-profit organization working in the field of education for sustainability and social welfare leading to public benefit since 2002.
3. St. Xavier's College desires to undertake an environmental audit of the college campus to determine the carbon footprint of the institution and develop mitigation strategies to reduce its natural resource consumption ("**Project**").
4. CERE has considerable knowledge and expertise in the field of environmental sustainability and carbon management systems and has expressed a desire to assist St. Xavier's College in executing the Project.
5. The Parties are desirous of entering into an arrangement whereby St. Xavier's College will bear full Project costs while CERE will undertake the environmental audit, as per the details set out in **Schedule A** hereto.
6. The Parties are desirous of recording the terms and conditions of their partnership with this agreement.

NOW THIS MOU WITNESSETH AS FOLLOWS:

1. **Terms and Conditions of Funding of the Project:**
 - a) As per the mutual agreement between the Parties, St. Xavier's College shall pay CERE Project costs of the amount and in the manner set out in **Schedule B** hereto ("**Details & Terms of the Project Payment**") for the Project.

2. Effective Date and Tenure:

This MOU shall be deemed to be effective from 19 March 2020 ("**Effective Date**"). Unless terminated earlier, this MOU shall be initially valid upto the end of the project or latest 31st October, 2020 ("**Termination Date**"). This MOU may be extended for such further period as may be mutually agreed to in writing between the Parties. In case of termination of this MOU prior to its expiry, the Parties shall be bound to fulfill their obligations due upto the date of termination of the MOU. Any excess/advance amount which St. Xavier's College may have provided to CERE by way of Project payment shall be refunded to St. Xavier's College, forthwith upon such early termination but no later than 30 days from the date of termination.

3. Roles & Obligations of St. Xavier's College under the Project:

- a) St. Xavier's College role in the Project shall be to issue prompt Project payments as set out herein.
- b) St. Xavier's College must appoint a one-point contact person for CERE to closely coordinate with for the entire duration of the project.
- c) St. Xavier's College shall allow CERE researchers full access to the campus in order to undertake the physical audit of the premises.
- d) St. Xavier's College shall, in a timely manner, provide CERE scanned copies of all utility bills including electricity, water etc. and to provide CERE with any such primary data sets, data analysis, information, reports, etc. as it may require from time to time in connection with the Project.
- e) St. Xavier's College shall extend full cooperation to CERE during the entire duration of the Project to ensure all audit work is completed in a scientific, professional and expeditious manner in order to meet set project schedule and deadlines.

4. Roles & Obligations of CERE under the Project:

- a) It shall be the responsibility of CERE to professionally undertake the environmental audit and complete the Project with submission of report within the timelines set out in Schedule A.
- b) CERE shall appoint a one-point contact person, Project In-charge for CERE to supervise the entire project and coordinate with St. Xavier's College during the entire duration of the project.
- c) CERE shall conduct the Project in the most ethical manner and with due scientific rigour and strictly in accordance with the terms agreed to herein. Any modification to the Project or its details shall be done only with the mutual consent of the Parties to be recorded in writing.

5. Communication:

- a) Neither Party will use the trade name, trademark, logo or other marks or representations of the other Party without prior written approval of the other Party.
- b) Neither Party shall issue any formal public statement, press release or announcement or publication regarding this MOU and/or Project without prior written approval from the other Party.
- c) However, both parties may publish the details of the Project and its association with the Project in its internal newsletters, house journals, annual report and websites without approval from the other Party.

6. Copyrights:

The entire copyright and all other intellectual property rights in the entire Project shall solely vest with St. Xavier's College.

7. Confidentiality and Non-Disclosure:

CERE and St. Xavier's College agree not to disclose any information of a confidential nature received from the other party, including but not limited to college plans, institutional data, utility payment amounts, CERE methodology, Project payments, report findings etc.

8. Excusable Delays (FORCE MAJEURE):

- a) Neither Party shall be responsible for delays or failures in performance resulting from acts of nature beyond its reasonable control and without its fault or negligence. Such excusable delays or failures may be caused by, among other things, riots, rebellions, accidental explosions, floods, storms, pandemics, national lockdowns, curfews, acts of God and similar occurrences.
- b) The Party, if claiming such force majeure condition, shall notify the other Party, in writing, as promptly as practicable after it becomes aware of the occurrence of such force majeure condition.
- c) If there is any such delay, then the periods for the completion of the obligations hereunder shall be automatically extended by the period of such delay.
- d) Notwithstanding the provisions hereof, in every case, the party claiming excusable delay shall exercise all reasonable efforts to mitigate the extent and the effect of such delay or failure.

9. Termination of MOU and Consequences:

- a) The MOU shall terminate on the Termination Date unless terminated sooner as per the provisions hereof or unless the Project comes to an end before the Termination Date.
- b) Upon termination, each Party shall be bound to fulfill its obligations under this MOU up to the date of termination of the MOU.
- c) This MOU can be terminated by either Party by serving at least 30 days prior written notice to the other Party.

10. Severability:

The Parties hereto agree that if at any time, any of the terms, conditions and/ or provisions of this MOU are declared to be invalid or unenforceable to any extent under applicable law or under directions or orders of any judicial or other competent authority, this MOU shall continue to be in force, as if such clause was never in existence.

11. Supersession:

The terms and conditions of this MOU shall supersede all the previous communications.

12. Binding MOU:

This MOU shall be binding upon the Parties hereto and the Parties agree to be bound by their respective rights and obligations herein.

13. Governing Laws:

This MOU shall be construed, governed and enforced in accordance with the laws of India. Subject to the provision of Clause 13, the courts at Mumbai shall have exclusive jurisdiction for all matters pertaining to or arising out of this MOU.

14. Disputes:

Any dispute, differences, claim or question of interpretation of any nature arising between the Parties with respect to this MOU as to the respective rights, claims, liabilities and obligations under this MOU, including any question regarding its existence, validity or termination which is not resolved by amicable settlement shall be referred to and finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendment thereto. The matter shall be referred to a sole arbitrator to be jointly appointed by both Parties. The venue of such proceedings shall be at Mumbai and the language of arbitration shall be English. The award of the arbitration shall be final and binding on the Parties. For all matters which can be referred to the courts pursuant to the Arbitration and Conciliation Act, 1996 or otherwise, including without limitation an application under section 11 of the said Act, the courts of law at Mumbai shall have exclusive jurisdiction. The costs of Arbitration shall be borne in such manner as the arbitrator may direct.

15. Exclusivity:

It is agreed and clarified that St. Xavier's College shall not, while this MOU is in force, enter into a similar arrangement/agreements with others to undertake an environmental audit.

16. Notice:

All notices to be given under this MOU shall be made in writing and shall be delivered either (a) by registered post (b) by courier service or (c) e-mail to their respective following addresses, unless otherwise designated or changed by written notice by the Parties hereto.

For St. Xavier's College:

Address: 5, Mahapalika Marg, Dhobi Talao, Fort, Mumbai - 400 001
Addressed to: Fr. Conrad Pessa,
Designation: Secretary & Treasurer, The Bombay St. Xavier's College Society
Tel No.: 2262 0661
E-mail: keith.dsouza@xaviers.edu

For CERE:

Address: S-11, Ground Floor, Jamasji Apartments, 32 Naushir Bharucha Marg (Sleater Road), Grant Road (W), Mumbai – 400 007
Addressed to: Dr. (Ms.) Rashneh N. Pardiwala
Designation: Founder & Director
Tel No.: 2381 1522 / 2381 1581
E-mail: rashneh.pardiwala@cere-india.org

17. Miscellaneous:

- a) This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same MOU.

- b) The arrangement contemplated under this MOU between the Parties is on a principal to principal basis and nothing contained herein shall be construed as creating a principal agent relationship between the Parties. This MOU is not intended to directly or indirectly constitute, create, or give effect to or to otherwise imply a joint venture, corporation, partnership, contract, or any form of formal business entity, other than the collaborative relationship set forth herein. Each entity signing this MOU is acting as an independent entity. Neither Party to this MOU is intended to have, or is granted by the other Party, any authority or control over the other Party nor shall either Party have the power to bind the other Party.
- c) This MOU expresses fully the understanding between the Parties and all prior understandings, representations, agreements, licenses or agreements, oral or written, are hereby cancelled. The terms or provisions of this MOU may be modified, amended, supplemented, waived, or discharged only in writing signed by the Parties hereto.

SCHEDULE A
DETAILS OF THE PROJECT

1. **Title of Project:** To conduct an environmental audit of St. Xavier's College Campus in Mumbai.
2. **Aim & Objectives:**
 - a. To conduct an environmental audit at the St Xavier's College Campus, Mumbai.
 - b. To review the following resources:
 - i. Energy (Electricity, Fuel and Gas)
 - ii. Water
 - iii. Paper
 - iv. Food
 - v. Waste
 - vi. Carbon dioxide emissions
 - vii. Biodiversity
 - c. To identify simple and easy to implement interventions to reduce energy and resource consumption at the St Xavier's campus, based on the results of the site visit and audit.
3. **Duration of Field Work:** 2 months from receipt of Advance Payment by CERE.
4. **Audit Activities:** As part of the Environmental Audit, CERE will undertake the following activities:
 - a) A site visit to the St. Xavier's to visually assess the energy and resource use patterns and waste management processes.
 - b) Develop a basic understanding of the operations and activities of the college to enable the mapping of areas of high, medium and low environmental impact.
 - c) A meeting with key stakeholders such as the administration department, facilities manager and / or the housekeeping staff to better understand processes and activities that impact resource consumption, as and when required.
 - d) Conduct an audit of the pattern of consumption for the following resources:
 - i. Energy Use (Electricity, Fuel & Gas)
 - ii. Water Consumption (Drinking Water Facilities, Kitchens, Restrooms, Laboratories)

- iii. Paper (Administrative, Use by Students)
 - iv. Food (Canteen)
 - v. Waste (Paper Waste, Food Waste, E-waste, Other Waste)
 - vi. Carbon dioxide emissions (based on the energy and resource data supplied by St. Xavier's college)
 - vii. Biodiversity (CERE will review the local floral diversity and species count only)
- e) Environmental Audit Report with findings and recommendations.

The above tasks will be undertaken by an experienced team of CERE comprising of an ecologist, environmental engineer, botanist of plant taxonomist, carbon auditor and overseen by the Head of Sustainability services.

SCHEDULE B
DETAILS & TERMS OF PROJECT PAYMENT

- i. St. Xavier's College shall pay Project costs of an amount of Rs. 4,25,000/- (Rupees Four Lakhs Twenty Five Thousand Only) + 18% GST for the Project.
- ii. CERE shall raise official GST invoices to St. Xavier's College.
- iii. The Total Project cost of Rs. 5,01,500/- (including 18% GST) shall be paid in 3 installments as follows:
 - a) Rs. 2,00,600/- ie 40% Advance prior to commencement of Project
 - b) Rs. 2,00,600/- ie 40% Upon completion of site audit and data mining
 - c) Rs. 1,00,300/- ie 20% upon submission of Environmental Audit Report
- iv. St. Xavier's College shall remit the Project costs to CERE vide cheque or NEFT.

IN WITNESS WHEREOF the Parties hereto have signed this MOU on the day, month and year first hereinabove written.

Signed and delivered by the within named
St. Xavier's College – Autonomous, Mumbai
through its Authorised Signatory
Fr. Conrad Pessa,
Secretary & Treasurer, The Bombay St. Xavier's College Society



In the presence of: Dr. KEITH DSOUZA.

Signed and delivered by the within named
Centre for Environmental Research and Education (CERE)
through its Authorised Signatory
Dr. (Ms.) Rashneeh N. Pardiwala
Founder & Director

**For Centre For Environmental-
Research and Education**
Rashneeh Pardiwala
Trustee / Authorised Signatory



In the presence of: Kitayun Rustom