
**MEMORANDUM OF UNDERSTANDING BETWEEN MAHARASHTRA FOREST
DEPARTMENT AND SANT GADGE BABA AMRAVATI UNIVERSITY, AMRAVATI**

**Project titled “Assessment of Impact of Fire on Forest Vegetation and
to propose criterion for laying fire lines and their effective width”,**

This Memorandum of Understanding (MoU) is made at **Amravati** on **4th** day of **July, 2020**

BETWEEN

The Chief Conservator of Forests (Territorial) Amravati, Circle Amravati hereinafter referred to as **Party No.1.**

AND

Sant Gadge Baba Amravati University, Amravati, hereinafter referred to as **Party No.2.**

WHEREAS, the Memorandum of Understanding (MoU) shall be executed for implementation of research project titled “**Assessment of Impact of Fire on Forest Vegetation and to propose criterion for laying fire lines and their effective width**”, submitted by Dr Prashant A. Gawande (PI) and Shri. K.C. More (Co-PI) (**Party No.2**) with financial support from **Party No.1.**

WHEREAS, proposed project expects to generate scientific data to understand the serious environmental issues of related to Fire as well as to Assessment of Impact of Fire on Vegetation and Massive Plants. Whereas, the said research work intend for to understand criterion for fire line and to discuss about its effectiveness. In proposed research, **Party No.2** shall analyze holistic environmental issues related to fire in context with flora.

Project Objectives:

The main objectives of this proposal/study are:

- To study and recommend direct and indirect effect of forest fire on forest vegetation.
- To study the serious environmental issues related to Fire .

- To study and assess of Impact of Fire on forest Vegetation with its regeneration.
- To study and assess criterion for laying fire lines.
- To study the impact of existing fire lines in mitigating forest fire and recommend corrective measures.

Agreed Actions:

A. Maharashtra Forest Department

Provide funding support on the conditions specified hereafter for the research project titled '**Assessment of Impact of Fire on Forest Vegetation and to propose criterion for laying fire lines and their effective width** and any necessary permit under the prevailing laws to the team of Sant Gadge Baba Amravati University, Amravati for carrying the research work, and also field staff assistance as per requirement.

B. Sant Gadge Baba Amravati University, Amravati

- Implementation of Research Project titled '**Assessment of Impact of Fire on Forest Vegetation and to propose criterion for laying fire lines and their effective width**, by Dr Prashant A. Gawande, Principal Investigator and Shri. K.C. More Co-Principal Investigator, for the project.
- The **Party No.2** shall include study of the fire line and distribution of plant species and also concern with the impact of fire in Amravati (Territorial) Forest Circle and forest field staff respectively. In proposed research, **Party No.2** shall analyze specific fire prone zones/areas and information regarding forest fire.

Site of the Project:- Amravati (Territorial) Forest Circle. Sites for research project are selected from all divisions of Amravati Circle, on the basis of frequency and occurrence of fire incidences since last three years.

Sr. No.	Name of Division	Range	Beat	Compartment No.	Remarks/No. of Fires
1	Buldhana	Jalgaon Jamod	Jamod	627	2 incidences
2		Ghatbori	Mandwa	194,195	2 incidences

1	Melghat	Jarida	Rahu	401,406,407,396	3 incidences
2		Dharni	Sawalikheda	1225	3 incidences
3		Ghatang	Tawara	198,77,196	9 incidences
4		Anjangaon	Khirkund	1044,1064	3 incidences
1	Amravati	Warud	Shekdari	990	2 incidences
2		Wadali	Indla	70	3 incidences
1	Akola	Patur	Chondi-1	54,55	3 incidences
2		Aalegaon	Pandhurna-1	33	2 incidences

Deliverables and Output :-

The timeline for deliverables and outputs of the project will be six months and likely to be extended one year after signing of MoU. The date of signing of MoU will be considered as base for various dates for submitting outputs to the Department.

- Survey report of fire affected area under Satpura Hilly Ranges of Amravati District, Akola and Buldhana districts.
- Analysis pre fire and post fire vegetation report.
- Identification of Massive Species.
- Assessment impact of fire on distribution, growth, rejuvenation and germination.
- Assessment report of effect of fire line on forest fires.
- Establishment of method for construction of fire line.

The progress report with respect to above activities shall be submitted every month by **Party No.2** and the final report of all the activities will be submitted to the Department on 30th April, 2020.

Terms and Conditions:

1. Set out below are the terms and conditions under which the **Party No.2** has agreed for the research project titled '**Assessment of Impact of Fire on Forest Vegetation and to propose criterion for laying fire lines and their effective width,**

2. Funding assistance would be provided in following installments:-

First installment :- 20 % Within 15 days of signing of MoU.

Second Installment : - 40 % after output IInd is completed and report submitted.

Third Installment :- 30% after output IIIrd is completed and report submitted

Fourth Installment :- 10 % after submission of final report.

3. This MoU, its meaning and interpretation and the relations between the parties shall be governed by the Laws of Union of India and rules made there under from time to time.
4. Payments for the services will not exceed to the budget estimate of Rs. 2,00,000/- (In figure : Rs. Two Lakhs Only) this includes all the costs related to carrying out the services, including overhead and any taxes imposed on the **Party No.2**.
5. All final plans, drawings, specifications, designs, reports and other documents submitted by the **Party No.2** in the performance of the Services shall become and remain the property of the Maharashtra Forest Department, and cannot be used by **Party No.2** without permission of Party No.1.
6. The **Party No.2** undertakes to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regards to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under the **Party No.2**, will conduct themselves in a manner consistent herewith. **Party No.2** will collaborate / seek expertise from other agencies/experts as and when required.
7. **Party No.2** shall maintain independent account for project fund and keep all the receipt with them and submit utilization certificate to **Party No.1**.
8. The **Party No.2**, its employees, personals and agents shall observe and shall be responsible for ensuring the compliance of provisions of the Indian Forest Act, 1927 and the Wild Life (Protection) Act, 1972 and laws applicable and in force in the field.

9. Any labor/worker/personnel deployed/ used/ engaged by **Party No.2** for undertaking any activity under or pursuant to this MoU shall be solely employees/ agents of **Party No.2**. The **Party No.2** unconditionally and irrevocably agrees that neither it nor its employees or personnel or agent engaged by it shall have any claim against MFD in respect of any wages, salary, damages on any account, compensation and any statutory benefits due/ payable on any account engaged by **Party No.2** for the purpose.
10. The **Party No.2** shall at all the time during the tenure of this MoU not only be liable to pay wages to its employees, personnel or agents but also for all other payments admissible as per law. **Party No.2** shall indemnify, defend the **Party No.1** against any and all proceedings, actions and third party claims for any loss, cost or compensation in this regards.
11. Any casualty including human, animal, bird and damage to the property shall be the responsibility of **Party No.2**, **Party No.1** shall not be responsible in part or full or any such loss/cost/ damage/ litigation etc.
12. The **Party No.2** shall be responsible for ensuring the compliance of all terms and conditions as per the Memorandum of understanding (MOU) Signed between both parties. The **Party No.2** shall take care not to violate any Provisions of Indian Forest Act, 1927, Wildlife Protection Act, 1972, Forest Conservation Act, 1980. The **Party No.2** and their staff shall not enter on Forest Land after sunset and before sun rise and without the prior permission of the Forest Authority during the course of this Project.
13. The **Party No.1** shall provide necessary documents to **Party No.2** as and when required. As per the site project specified above, the **Party No.1** shall arrange official Staff of concerned Range and also make available documents, vehicle, residential facilities to Party No.2 during the course of field visits.

- 14.** If the **Party No.2** fails or neglect to carry out Project strictly in accordance with the MoU or commits a breach of any of the terms and conditions of this agreement, the Chief Conservator of Forest (Territorial) Amravati after giving 15 days prior notice in writing to the **Party No.2** and after considering the written say of **Party No.2**, if any, if Chief Conservator of Forest (Territorial) Amravati, is not satisfied by the Written say, will be empowered to terminate this agreement.
- 15.** This MoU can be modified/ amended by both the parties with prior approval in writing from each other.
- 16.** This MoU supersedes all prior oral and written understanding between the parties herein and this MoU is the sole understanding between the parties herein.

Funding for the project

The proposal is 100% funded by the Maharashtra Forest Department.

Total Cost of the Project :-

The total cost of the project is Rs 2,00,000/- (In figure : Rs. Two Lakhs Only)

Funding assistance will be provided in following installments:-

- First installment :- 20 % Within 15 days of signing of MoU.
- Second Installment :- 40 % after Midterm Evaluation Report.
- Third Installment :- 30% at the verge of completion
- Fourth Installment :- 10 % after submission of final report.

Force Majeure :-

No Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations under this Agreement results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of Governmental Authority, embargoes, epidemics, war, riots, insurrections, acts of terrorism, fires, explosions, earthquakes, floods, unusually severe weather conditions, labour problems or

unavailability of parts. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay

Dispute Resolution:-

The **Party No.2** and **Party No.1** shall undertake to act in good faith with respect to each other's right under the agreement and to adopt all reasonable measures to ensure the realization of the objectives of the project.

The entire dispute arising out of this MoU shall be resolved by the Chief Conservator of Forests (Territorial) Amravati.

The parties have signed the Memorandum of Understanding as a token of acceptance of terms mentioned above and have thus put their hands upon it with the signatures on **4th** day of **July, 2020**

For, **Party No. 1**

(Dr.Pravin D.Chavan)
Chief Conservator of Forests
(Territorial) Amravati Circle
Amravati.

Signed -----



1. Witness

Name: *H.S. Daghmode*
DFoC (Vigilance)

Signed



Seal in presence of



For, **Party no. 2**

(Registrar, Sant Gadge Baba
Amravati University, Amravati)

Signed -----



2. Witness

Name:

Vikrant Mahija

Signed



Seal in presence of

