

**Memorandum of Understanding  
Between  
The Earth Institute, Columbia University, United States of America  
And  
Assam State Disaster Management Authority**

This Memorandum of Understanding (MoU) is between the Assam State Disaster Management Authority (hereinafter referred to as ASDMA), Guwahati, Assam and The Earth Institute, Columbia University, United States of America (hereinafter referred to as Earth Institute).

**About the Earth Institute of Columbia University:**

The Earth Institute of Columbia University is one of the world's leading centres for integrated study of the protection of the earth's environment and the spread of social and economic opportunities for all people. The Institute comprises more than 30 research centers and some 850 scientists, postdoctoral fellows, staff and students, working across many disciplines to provide solutions for problems in public health, poverty, energy, ecosystems, climate, natural hazards and urbanization. It mobilises science and technology to advance sustainable development with emphasis on the needs of the world's poor.

**About ASDMA:**

Assam is one of the most hazard prone regions in the Asian Sub-Continent with different areas being vulnerable to multiple hazards like earthquakes, floods, landslides, cyclonic storms besides human induced disasters. The Assam State Disaster Management Authority has been set up as mandated by the Disaster Management Act 2005 to bring about the paradigm shift in Disaster Management approach from post disaster relief centric approach to the pre-disaster preparedness, prevention and mitigation approach.

**Article I: Purpose:**

The purpose of this MoU between the ASDMA and Earth Institute is to provide a framework for the parties to explore possible areas of research and collaboration on sustainable development towards building a disaster resilient Assam.

**Article II: Scope:**

Subject to this MoU, the scope of activities to be enabled would include the following:

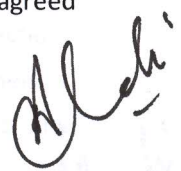
1. Disaster Risk Reduction, including climate adaptation, of Guwahati in the context of Dynamic Growth.
2. Water Resources and Flood and Erosion Risk Mitigation Planning in Assam, taking into account climatic factors.

3. Joint Research on Earthquake Hazard & Risk Management, Climate Change Adaptation and Urban Risk Reduction.
4. Developing & Initiating joint research and demonstration projects for Disaster Risk Mitigation in the context of Sustainable Development Goals
5. Help in designing a new Centre for Disaster Management for undertaking capacity building, research activities and developing suitable disaster management strategies for the state of Assam.
6. Promoting methodologies and best practices to develop & Implement participative risk reduction and disaster management practices & policies.
7. Visits by and exchanges of Faculty Members, Students and Officers of ASDMA and the Earth Institute.
8. Consultancy / advisory service on relevant matters as and when required

**Article III: Duration, Termination and Amendment of the MoU**

1. This MoU will be effective from the date of signing by both parties up to a period of 5 years, and may be subject to extensions signed by authorized representatives of both parties.
2. Either party may terminate this MoU by giving three months advance notice in writing provided, however, that either party may immediately terminate this MoU upon written notice if it determines that its continued participation would violate any laws, regulations, policies, or rules applicable to such party, jeopardize the health or safety of its faculty, students, or staff, or adversely affect its accreditation, licenses, or tax status.
3. The provisions of this MoU may be amended at any time with the mutual consent of the parties in writing.
4. The amendment, termination and expiration of this MoU will not affect the terms of activities ongoing under formal project agreements (as described below) at the time of notification of amendment, termination and expiration unless otherwise agreed between the parties.

**Article IV: Special Provisions**



1. This MoU is an expression of intent and provides a framework for exploring areas of mutual interest, but does not itself establish any work obligation or financial commitment. From time to time, if the parties identify projects, activities, or exchanges of mutual interest, they will develop written agreements and workplans with appropriate project commitments and details, including roles and responsibilities, financial arrangements, and other terms and conditions as appropriate for such endeavor. Neither party will have any legal or financial obligation to perform any activity, exchange any information, or incur any expense or cost under this MoU except as may be set forth in written project agreements signed by authorized representatives of both parties. A party may decline in its discretion to participate in a proposed project, activity, or exchange.
  
2. The projects under discussion may require the interaction with governmental entities, local non-governmental organizations, and other collaborators. The parties recognize and agree that each project under consideration will need planning, further design, review, and agreement within each participating institution or agency, and the decision to proceed with any project will depend upon, among other things, requisite approvals and clearance on either side, an agreement on project personnel, allocation of responsibilities and funding availability. At all times, Earth Institute's role will be consistent with that of an academic research institution, and Earth Institute will at no time assume any responsibility for governmental functions.
  
3. Each of the parties is dedicated to the principles of non-discrimination and academic freedom. Nothing in this MoU shall restrict either party from publishing, disseminating, and disclosing the results of its research and academic initiatives.
  
4. All research and other collaborative activities contemplated by this MoU shall be conducted in accordance with the laws and regulations applicable to each party. In the case of Earth Institute, these include the laws of the United States of America and of the State of New York, and the rules, regulations, and policies of Columbia University. In the case of ASDMA, these include the rules and regulations of the Government of Assam and the Government of India, as appropriate. Each party agrees that in connection with this MoU it will take no action, or omit to take any action, that would cause the other party to be in violation of applicable laws, including those of India and the United States including, without limitation, the U.S. Foreign Corrupt Practices Act and anti-bribery laws of India. In that connection, each party agrees that in connection with this MoU and each project agreement it will not offer, promise or give, directly or indirectly, anything of value to any

government official, political party official, political candidate, or employee thereof or to any third party for the purpose of obtaining or retaining business or obtaining any illegal benefit or advantage.

5. Although the parties envision a cooperative and productive collaboration, each is an independent entity with respect to one another, and nothing in this MoU constitutes the parties as partners (in the legal sense), or joint venturers, or allows a party to create or assume any obligation on behalf of the other party for any purpose whatsoever. Neither party will assign, delegate, or subcontract this MoU to any third party without the prior written consent of the other party, and any attempt to do so without consent shall be void.
6. Neither party will make any public announcement or press release regarding the existence or contents of this MoU, or use the name, insignia, or symbols of the other party, its faculties or departments, or any variation or combination thereof, or the name of any trustee, faculty member, other employee, or student of a party for any purpose whatsoever without the other party's prior written consent.
7. Nothing in this MoU will establish an exclusive relationship between the parties, and each party may freely elect to engage in research and other initiatives with others.
8. Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate formal project agreements.
9. The two parties will consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this MoU or any subsequent associated agreement informally.

**Article V: Contact Persons**

Name: Shri Atul Chaturvedi	Name: Shiv Someshwar
Title: Chief Executive Officer	Title: Director, Climate Policy, Center on Globalization and Sustainable Development
Assam State Disaster Management Authority Assam Secretariat , Dispur, Guwahati, Assam	475 Riverside Drive, Ste 825 New York, NY 10015

PIN :781 006	
Telephone: +91-361-2237010	Telephone: +1. 845-664-0029
Fax: +91-361-2237011	Fax: +1. 212-851-1078
Email: <a href="mailto:asdmaghy@gmail.com">asdmaghy@gmail.com</a>	Email: <a href="mailto:ssomeshwar@ei.columbia.edu">ssomeshwar@ei.columbia.edu</a>
URL: <a href="http://www.asdma.gov.in">www.asdma.gov.in</a>	URL: <a href="http://www.earth.columbia.edu">www.earth.columbia.edu</a>

This MoU is prepared in two identical copies. Each party holds one original copy duly signed by the ASDMA and Earth Institute.

Signed for and on behalf of

Assam State Disaster Management Authority



Name: Shri Atul Chaturvedi  
Designation: Chief Executive Officer

Date:

The Trustees of Columbia University in the City of New York for The Earth Institute of Columbia University



Name: John Coatsworth  
Designation: Provost, Columbia University

Date:



Name: Jeffrey D. Sachs  
Designation: Director, The Earth Institute, Columbia University

Date: