



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on the 7th day of July 2014 by and between;

Surana & Surana International Attorneys [established 1971] (hereinafter called "SSIA") situated at International Law Centre, 61-63, Dr. Radhakrishnan Salai, Mylapore, Chennai - 600 004, Tamil Nadu, a law firm engaged in providing professional legal & consulting services in India & abroad.

AND

College Of Legal Studies, (hereinafter called "COLS") a constituent college of **University of Petroleum & Energy Studies**, a University enacted by the State of Uttarakhand, situated at Energy Acres, P.O. Bidholi via Prem Nagar, Dehradun 248007, Uttarakhand.

The aforesaid parties are hereinafter collectively referred to as "the Organisers".

1. Objective of the MOU:

- a. SSIA and COLS agree to jointly conduct an International Essay Competition, subject to and in accordance with, the terms contained in this MOU.
- b. This competition is to promote original research and thinking on emerging legal framework & legal trends on environment & energy laws and is meant to recognise genuine research, in-depth analysis of the issues and original recommendations/conclusions.

2. Title of the Competition:

The title of the competition shall be "Surana & Surana International Essay Competition on Environment & Energy Laws".

3. Prizes:

- a. First Prize – Rs. 25000/- Second Prize – Rs. 15000/- & Third Prize – 10000/- (Surana & Surana Award- Cash Prize + Certificate).
- b. 12 consolation prizes of Rs. 1000/ each for essays selected for publication (Surana & Surana).

University of Petroleum & Energy Studies

Registrar

- c. Each entry will get a participation certificate issued jointly by SSIA & COLS
- d. COLS may have an awards ceremony on a mutually convenient date or in conjunction with any other program in case it desires to have one.

4. Publication:

- a. Top 15 papers will be published in the form of an edited book with an ISBN No. The publication expenses will be taken care of by COLS.
- b. Copyright in all essays (winning or any other) submitted in print/online will belong to Surana & Surana International Attorneys (SSIA) & College Of Legal Studies, University Of Petroleum & Energy Studies (COLS) jointly. SSIA and COLS will have the right to put all or any of the essays on their respective websites or print / publish the same.

5. Jury, criteria and scheme of evaluation:

- a. Preliminary evaluation of entries will be done by a screening committee consisting of a distinguished panel of impartial judges, professionals & academicians, under the leadership of the Vice-Chancellor of University of Petroleum & Energy Studies & assisted by the Associate Director of the COLS. The top 25 submissions will be given to the jury for selection of winners & for publication.
- b. The Jury shall consist of a minimum of 5 and a maximum of 7 distinguished members. The jury will be jointly selected by SSIA & COLS. The jury shall consist of one member each from COLS & SSIA, one leader of the bar, one retired member from higher judiciary and one renowned expert from the subject area

University of Petroleum & Energy Studies

- c. Entries will be judged on the basis of originality, style & organisation, quality of analysis quality of research & recommendations / findings.

Registrar

- d. The Scheme of evaluation shall be in three stages as follows:

- i. First stage : Preliminary marking (Screening committee)
- ii. Second Stage : Second marking (Screening committee)



ds



iii. Third Stage: Final marking (The jury)

6. Obligations of SSIA and COLS:

- a. COLS will be responsible for total execution and administration of the competition.
- b. SSIA will receive at no cost, from COLS 20 volumes of the journal and & soft copies of all submissions in a USB/CD within a week of the results
- c. All score sheets (originals) will be scanned and sent to SSIA on USB/ CD for it's records
- d. SSIA will print the certificates and send it to COLS on declaration of results.
- e. Apart from the prize money & certificates SSIA will have no other obligation under this MOU. SSIA will send the prize money cheques/ DD's to COLS on declaration of results.
- f. SSIA will promote the event through its academic initiative website functioning in the name & style of www.moot.in / www.mootsite.com. COLS will endeavour to promote this competition towards increasing the participation year on year.

7. Duration and amendment of the MOU:

- a. This joint venture is agreed for 9 years (up to 2022) and may be extended for a further period on mutual satisfaction.
- b. The organisers may, in future, by mutual written agreement
 - i. Increase the number of prizes and /or the prize money; and
 - ii. Decide to accept other lawyers/law firms/corporate as sponsors of the individual prizes. In any situation, only the respective prizes will be named after the sponsor of that prize. At no point will the title of the competition be changed.

University of Petroleum & Energy Studies

8. Signed in Duplicate:

This MOU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the Organisers acting by

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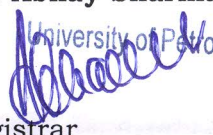


their duly authorized officers have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written

Dr. S. Ravichandran


Advocate & Head, Academic Initiatives
Surana & Surana International Attorneys

Mr. Abhay Sharma


Registrar
University of Petroleum & Energy Studies

First Distinguished Lecture on 'Doing Science in India' – 26th March 2015



UPES was proud to welcome **Bharat Ratna Professor C.N.R Rao** for delivering two distinguished lectures on the facets of Science. The lectures were planned during the **26th and 27th of March 2015**. The event was started off with Traditional Lamp Lighting ceremony followed by the Saraswati Vandana.

The introduction of the Chief Guest was done by **Professor Utpal Ghosh**, the honourable Pro-Vice Chancellor of UPES. Professor Rao gave a splendid lecture on **'Doing Science in India'**. Professor Rao advised researchers to focus on new and niche areas of research where exploration has been minimal. His talk was welcomed by all the faculty and students of UPES and he received a standing ovation after the lecture for his contribution to the field of research and development in India.



Second Distinguished Lecture on 'Celebration of Science' – 27th March 2015



The second of his two lectures was aimed at motivating school students of Dehradun to enrich them with the idea of research and inventions. Dr. R Dobhal (Director General, UCOST) invited Professor Rao for delivering the talk. **Dr. S K Gupta**, Distinguished Professor (Chemical Engineering Department) introduced Professor C.N.R. Rao, FRS. This was followed by a splendid lecture on 'Celebration of Science' by Professor Rao.

Around **75 school students** of the XI grade from **Ann Mary** and **Doon School** attended the lecture session and were enthralled by the inputs given by Professor Rao on the various discoveries and inventions by various eminent scientists of yester years. **Dr. Shrihari Honwad**, honourable Campus Director of UPES handed over the token of appreciation to Professor Rao for his motivation provided to everybody at UPES.



Workshop on 'Challenges and Opportunities in North East Region' – 12th September 2014

The **North East Excellence Group (UNEEG)** at UPES is a multidisciplinary group of researchers of University of Petroleum and Energy Studies, Dehradun working in the area of development energy, infrastructure and transportation of the North Eastern Region. On Sat, 12th September 2014, NEEG organized a Workshop on '**Challenge and Opportunities in North East Region (NER)**' at Bidholi Campus, UPES, Dehradun. The workshop was inaugurated by our **Chief Guest Mr. A.M. Singh. Dr. S.J. Chopra** presented the welcome address for the Chief Guest of the event. **Mr. Arvind Mohan Singh** gave an interactive talk on Infrastructure Development in NER. He threw light on the various schemes which the central government has introduced long time back for the up-liftment of the North East Region. He shared his concern about the slow and tardy implementation of the projects due to which the region suffered a lot.

Dr K S Misra shared his expertise on how a model for integrated remote sensing for planning road network in Uttarakhand, can be replicated in the NER of India. **Mr. M V Kishore** presented on Road Alignment and Road Construction in North Eastern Region based on his recent visit to Nagaland. **Dr. Hiranmoy Roy** spoke about Education in North Eastern Region. His main focus was 'Potential of Higher Education' in NER. **Dr Alka Dwivedi** presented a talk on Public Community Participation: A Model for NER, through a case study on Sagar islands wherein through community participation electricity for all was ensured via standalone generation methods using renewable energy.

The workshop was concluded with an idea to develop proposals for the development of NER in the most desired sector i.e. EIT sector. **Dr. Sanket Goel** delivered the Vote of Thanks and reiterated NEEG's commitment to contribute in the economic development of NER especially in the EIT sector through conducting research studies, by organizing capacity building, training program and skill enhancement programs for various stakeholders such as students, local residents etc. Total **18 faculty members and 25 North East students** participated in the workshop.



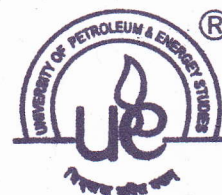
Distinguished Lecture by Dr. B K Gairola – 28th July 2014



R&D Department and Computing Research Institute (CRI) - research centre, organized the visit of Dr. B.K. Gairola, Mission Director (e-Governance), Department of Electronics & Information Technology (DeitY) and Member Secretary, National Innovation Council on 28th July, 2014. Dr. Gairola delivered a distinguished lecture on 'ICT for masses, ICT indigenization and Research Opportunities available with e-Governance' to the faculty members and students from the Computer Science Department of UPES.

**LARSEN & TOUBRO INFOTECH LTD.AND
UNIVERSITY OF PETROLEUM & ENERGY STUDIES, DEHRADUN**

MEMORANDUM OF UNDERSTANDING



This Memorandum of Understanding ("MOU") is executed on 9th April, 2014 between:

Larsen & Toubro Infotech Ltd. having its registered office at L&T House, Ballard Estate, Mumbai 400001, India, hereinafter called **Party -I**

And

UNIVERSITY OF PETROLEUM & ENERGY STUDIES, DEHRADUN represented by its **Vice Chancellor, Dr. Parag Diwan**, Energy Acres, P.O. Bidholi, Via Prem Nagar, Dehradun 248 007, Uttarakhand hereinafter called **Party -II**

The parties hereby agree to extend cooperation for furthering the Industry academia linkage for mutual benefit.

Responsibilities of Party- I

1. To provide industrial exposure to the students of Party - II by way of Internships/Project Works/Industrial Visits etc to the extent of feasibility and availability.
2. Placements-To consider Party-II as a preferred campus for recruitment of domain trained professionals.
3. To nominate experts to deliver special lectures to the students of Party - II on mutual agreement of both parties
4. To provide Industry Orientation / Practical Training to the Faculty & Staff of Engineering and Management Disciplines of Party- II with mutual agreement of both the parties.
5. To provide necessary support to the extent of feasibility for improvement of the quality of education imparted by Party- II on mutual agreement of both parties.
6. To provide suggestions from an industry perspective for design / modification of course curriculum of the Post Graduate Degree/ Degree / Diploma / Certificate Programs run by Party- II.
7. To undertake the Identification of the development projects, fixation of time frame and allocation of resources including financial to the extent of feasibility.
8. To undertake joint R&D and consultancy projects with the faculty of Party-II and involvement of specialists at National and International Level whenever possible.
9. To allow access to designated staff and students of party II to visit the premises of party I in connection with Industry orientation programs to the extent of feasibility and availability.



10. To consider various training/MDP programs conducted by Party II for designated staff of Party I.

Responsibilities of Party -II

1. To incorporate the mutually agreed suggestions made by Party-I for improvement of the quality of education imparted.
2. To take necessary steps to implement the suggestions made by Party -I for design and modification of the curriculum of its Post graduate/Degree/Diploma and Certificate programs and will also conduct the suggested bridge courses to make its graduates industry ready.
3. To assign the students, staff and faculty for any of the mutually agreed joint projects.
4. To provide the required support for survey, design, testing and methods of evaluation for the mutually agreed development projects.
5. To offer special lectures and training programs for the benefit of the staff and Engineers of Party I on mutually agreed terms.
6. To organize certificate and diploma programs for the engineers of Party I as per the mutually agreed curriculum. The timing, duration of the course and the financial aspects will be jointly worked out by the two parties.

Joint Responsibilities:

1. Areas of cooperation / collaboration will be identified jointly.
2. For each area of cooperation specific projects will also be identified. The project title and the scope of work will be discussed and decided between both the coordinators and a preliminary project report indicating the scope, resources, facilities, test and evaluation, etc., will be prepared and signed by both the parties.
3. Both the parties agree to maintain confidentiality of information and the release of any information will be with mutual agreement of both parties. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential, except such information as is (a) previously known to the receiving party at the time of disclosure, or (b) independently developed by the receiving party without reference to Confidential Information of the disclosing party, (c) disclosed to the receiving party by a third party without an obligation of confidentiality, or (d) already in or subsequently comes into the public domain (other than as a result of a breach of this MOU); (e)



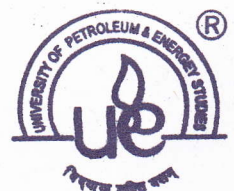
required to be disclosed by the receiving party by law, regulation, court order or other legal process.

The receiving party shall hold such Confidential Information in strict confidence for the disclosing party and shall not use it except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by the disclosing party in writing. The receiving party shall further be responsible for the compliance of the foregoing by its employees or agents.

4. Neither party shall have any liability except what is expressly mentioned herein.
5. While undertaking a joint project the expertise, software, hardware, data, etc available with either party will be made available for completion of the project
6. This MOU is valid for a period of three years from the date of execution and can be terminated by either party with one month prior notice and written information without any liability on each other.
7. The Parties agree that neither of them shall gain by virtue of this MOU any rights of ownership or any other interest, right, or title of copyrights, patents, trade secrets, trade marks, or any other intellectual property rights owned by **Party – I**.
8. Each Party represents and warrants that such Party has all necessary corporate power and authority to enter into this MOU and to perform its obligations hereunder.

Each Party warrants to the other Party that all materials, data, information and other assistance provided by it shall not infringe third party rights and agrees to hold the other Party fully indemnified and harmless and at all times keep the other Party indemnified against any loss, damages, costs and expenses including attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it as result of any action on the part of the first Party.

9. Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party.
10. Each party warrants to the other party that in performing their duties required under this MOU, they will comply with the applicable law and shall take no action which constitutes a violation of applicable law and which would subject other party to penalties under applicable law.
11. Except for breach of confidentiality obligations and intellectual property right infringement indemnification obligation, neither party shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of



profits, revenue, data or use, incurred by either party or any third party in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory, even if the party has been advised of the possibility of such damages.

12. **Governing Law and Arbitration: The laws of India shall govern this MoU.** Except for seeking interim injunction in the Court of competent jurisdiction all disputes and differences, if any, arising between the Parties relating to any of the provisions of this Agreement, either during its term or upon expiration or termination, shall be settled by mutual accord within 30 days of the arising of such dispute. In the event, the Parties fail to resolve the disputes/differences within 30 days; such disputes/differences shall be settled through Arbitration to be conducted in terms of Arbitration & Conciliation Act, 1996 and/or any statutory modification or re-enactment thereof. Arbitration shall be conducted by the sole Arbitrator appointed by the Parties and the venue of the Arbitration proceedings shall be at New Delhi and language of Arbitration shall be in English. The expenses of the Arbitration proceedings shall be borne equally by the Parties or as may be decided by the Arbitrators.

13. The address for correspondence between two parties will be as under:

Executive Vice President
Larsen & Toubro Infotech
Navi Mumbai, Maharashtra

Pramod.Kulkarni@Intinfotech.com

Vice Chancellor
University of Petroleum & Energy Studies
Energy Acres, P.O. Bidholi, Via Prem Nagar
Dehradun 248 007
Uttarakhand
vc@upes.ac.in

Signed



Mr.

Witness:

1.

2.

Vice Chancellor

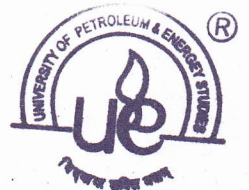
University of Petroleum & Energy Studies
Energy Acres, P.O. Bidholi, Via Prem Nagar
Dehradun 248 007
Uttarakhand
vc@upes.ac.in

Mr.

PARAG DIWAN

1.

2.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is hereby made and entered into on the [DATE], by and between

Zeus Numerix Private Limited, a private limited company incorporated under the Companies Act 1956 and having its registered address as I2IT Campus, Plot no -14 Hinjewadi Phase 1, Pune – 411057 India (hereafter "Zeus Numerix") and engaged in the business of R&D/D&D services for various industry verticals like Aerospace, Industrial and Fluid Machinery, Heavy Industry, Marine, Nuclear, Construction and Infrastructure etc.

AND

University of Petroleum and Energy Studies, a University established under the University of Petroleum & Energy Studies Act, 2003, enacted by the State of Uttarakhand, having University Campus at Energy Acres, village Bidholi, Dehradun, Uttarakhand, hereinafter referred to as the "**UPES**", through its Registrar, Mr. Abhay Sharma, which expression shall include its heirs, successors and assignees of the One Part;

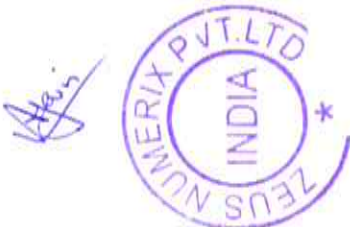
WHEREAS, UPES and Zeus Numerix commit to work together to provide common academic and research solutions to the industry and to the research community, and also for UPES to work together with Zeus Numerix for academic related consulting projects, and this MoU will establish the responsibilities of each party and the compensation procedures for the research conducted jointly.

WHEREAS, the Parties have discussed the furtherance of these interests and now desire to record their mutual understanding in this regard;

NOW THEREFORE both the Parties agree to enter into this MoU as follows:

A. ZEUS NUMERIX RESPONSIBILITIES:

1. Zeus Numerix will obtain mutually agreed upon projects for joint execution by UPES and Zeus Numerix.
2. Zeus Numerix will provide the general and legal framework for the projects obtained through Zeus Numerix and it will take any legal and financial responsibility for the projects along with any liabilities that may be deemed.
3. Zeus Numerix will make best case effort to provide opportunity for UPES students to work upon mutually agreed upon projects at UPES campus or at their facility.



A handwritten signature in blue ink, likely belonging to the Registrar, is written over the printed name.

4. Zeus Numerix agrees to take M. Tech CFD students (on mutually agreed upon number, but not less than 2) for summer and/or research internships at their facility. The students selected for summer and/or research internship shall be exclusive of the students working on joint projects under this MOU.
5. Zeus Numerix will provide clear timelines on any mutually agreed upon project and shall seek guidance from UPES in agreeing upon these timelines.
6. Any Intellectual Property in geometry or data shared by Zeus Numerix with UPES (or vice versa) for consulting and joint projects will be protected under an NDA.
7. Zeus Numerix shall train the faculty and students on the use of any special software and techniques that may be needed, and support related queries will be entertained only if they originate from the UPES faculty members.
8. Zeus Numerix will provide suitable training material with example cases for use as course curriculum at UPES.
9. Each case will be treated separately and a short memorandum will be prepared for each joint project, but in general Zeus Numerix will take the major share of the joint research projects as majority of the work will be with Zeus Numerix.

B. UPES RESPONSIBILITIES:

1. UPES will support Zeus Numerix on mutually agreed upon projects.
2. UPES will provide students and if mutually agreed upon faculty assistance to the projects as well and they shall be compensated within the stipulated guidelines of each project which will be mutually agreed upon.
3. UPES will provide background research, literature survey, documentation help and technical report assistance for each project rendered together.
4. In case UPES brings in any consulting work, research project (Indian originated or of foreign origin such as the H2020 Framework Program); it will be responsible for providing the joint framework for such a project.
5. UPES agrees to provide mutually agreed upon assistance on the mutually agreed upon timelines of any joint project between UPES and Zeus Numerix.
6. UPES will provide its guesthouse facilities, meals and local transportation to Zeus Numerix officials when they are visiting UPES as part of this MoU for joint research projects and/or for providing training to UPES students and Faculty.



7. In case the research projects can be awarded only to Academic institutes, UPES will provide administrative support to Zeus Numerix in getting the project.

C. JOINT RESPONSIBILITIES

1. Both parties agree to provide mutual cooperation and interest in any jointly agreed upon research projects for the government and / or private research facilities.
2. The projects will be jointly guided by UPES faculty and Zeus Numerix employees.
3. Any research paper which is a product of the jointly conducted research, UPES faculty (and students if permitted) would be co-authors on any joint publication or conference proceedings. The cost of such publication or conference proceedings will be deducted from the overall joint project budget as mutually agreed upon.
4. For any mutually agreed upon joint projects, Zeus Numerix will be represented by Abhishek Jain (VP Strategic Partnerships) on all technical related matters and UPES will be represented by Prof. Dr. Ugur GUVEN (M.Tech CFD Program Director). Both persons will be responsible for the smooth execution of the MoU. In the case that any of the aforementioned persons leave their respective organizations; each organization will appoint a new representative/executor to this MoU.
5. If any travel and/or other logistical costs are associated for joint research projects (such as travel to the client site for presentation, travel to other research institutes etc.) conducted by both parties, the cost of travel and stay along with any other logistical costs will be deducted from the overall joint research project budget.
6. The specific Activities shall be further developed and materialized under a separate written Agreement for each Activity when an Activity will be organized jointly. Both Parties will determine the feasibility of each Activity according to their requirements and enter into a separate written Agreement prior to its implementation, such Agreement shall consist of the legal obligations and responsibilities of both the Parties relating to the management and organization of the Activity, ownership, management and exploitation of Intellectual Property, fees, maintenance and expenses where applicable, start date and duration of Activity and surviving obligations following termination of the Activity. Both Parties will actively pursue funding in order to enable the above Activities. Each Party will nominate a representative to supervise that Party's involvement in an Activity, name and contact details of said representatives will be issued to both Parties.



A handwritten signature in blue ink, appearing to read "Abhishek Jain", written over the text "For University of Petroleum & Energy Studies".

D. It is mutually understood and agreed by and between the parties that:

1. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

E. COMMENCEMENT/EXPIRATION DATE/EXTENSION.

This MOU shall be effective from the date of execution until May 31, 2016. This MOU will be renewed on mutually agreed term for further period. Either Party may terminate this MOU by giving 2 months written notice to other Party. Notwithstanding, the termination of this MOU by either Party, or it expires by efflux of time, provided however that any such termination shall not affect any existing contracts that may have been entered into by the parties and any such contracts shall be completed in accordance with the terms as mutually agreed upon.

F. COMMUNICATION

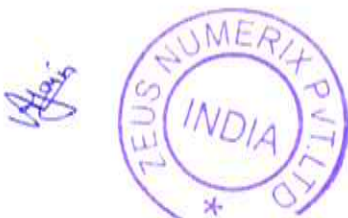
The parties agree that any official communication related to the projects in scope of this MoU will take place between concerned parties through official emails, fax or through courier of official signed documents.

G. NON DISCLOSURE AGREEMENT

In case the Sponsoring Agency requires some NDA to be signed, both parties will sign it separately and the project will be bound by rules of Sponsoring Agency superseding the rules of NDA between parties.

H. TRADE MARKS, LOGOS, ETC.

- a. It is expressly agreed and clarified that each Party shall retain all right, title and interest in their respective trademarks and logos and that nothing contained in this Agreement, nor the use of the trademark / logos on the publicity, advertising, promotional or other material in relation to the Services shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party's trademarks and / or logos.
- b. Upon termination of this Agreement, the Parties to this Agreement shall forthwith cease to use all trademarks / logos belonging to the other Parties,



whether in relation to the Programs offered hereunder or otherwise as were permitted to be used for the purpose of this Agreement.

I GENERAL CLAUSES

- a. Zeus Numerix shall comply with UPES "zero tolerance" practice towards bribery and corruption and ensure that any overt or covert attempt by any employee of UPES seeking illegal gratification, whether in cash or in kind is reported to UPES immediately.
- b. Zeus Numerix shall ensure that Gift, Meal, Entertainment or any other form of business courtesy is not extended to any employee of UPES or any other person acting or purporting to act on behalf of UPES.
- c. Zeus Numerix shall protect all assets of UPES that come within its control and ensure that all information respecting UPES that comes to its knowledge on account of this Agreement is protected, kept confidential and not disclosed to any third party unless required to do so in due course of law after prior intimation of such proposed disclosure to UPES.
- d. Zeus Numerix may transact any other financial business with UPES, other than the contracted one, provided both the Parties reduced to writing the terms of financial business as mutually agreed.

By signing below, the parties indicate their agreement with terms mentioned herein.

Zeus Numerix Private Limited

Jain

Signature

Name *Abhishek Jain*
Title *Strategic Partnerships*

Date *6 May 2015*



UPES

Abhay Sharma

Signature

Name *Abhay Sharma*
Title *Registrar*

Date *14 May 2015*

For University of Petroleum & Energy Studies

Registrar

MEMORANDUM OF UNDERSTANDING

(For furtherance of Industry academia linkage for mutual benefit.)

That this Memorandum of Understanding ("MoU") is executed on this ___2nd___ day of April, 2015 between:

ALLIANCE FOR AN ENERGY EFFICIENT ECONOMY a Society registered under the Societies Registration Act 1860, represented by its authorized signatory, **Dr. Koshy Cherail, President**, having its registered office at 404 SKYLARK, 60 Nehru Place, New Delhi 110019, an industry led, membership based, not-for-profit organization involved in promoting Energy Efficiency norms and best practices among its member organizations, hereinafter called **AEEE**,

AND

UNIVERSITY OF PETROLEUM & ENERGY STUDIES, DEHRADUN represented by its authorized signatory **Mr. Abhay Sharma, Registrar**, having its main campus at Energy Acres, PO Bidholi Via Prem Nagar, Dehradun- 248 007 (Uttarakhand), and its corporate office at 210, 2nd Floor, Okhla Industrial Area, Phase-3, New Delhi – 110020, a University inter-alia, specializing in imparting education in the oil and gas, power and infrastructure sectors, hereinafter called **UPES**.

AEEE and **UPES** have mutually agreed to a proposal to collaborate for developing, marketing and jointly conducting / mutually supporting the following activity:-

1. Conduct of Cobranded Management Development Programs and certificate programs etc. for the energy professionals to be conducted in **UPES**.
2. Conduct of Workshops, seminars, conferences, education and training programs and Guest lectures (including summer internships, placements etc.) conducted by **UPES**/both parties.
3. Initiation of Research Projects / activities in the field of energy efficiency/related field whether industry funded or otherwise.
4. Enhance scope of internship / placement of **UPES** students with **AEEE** member companies notified as designated customers by the Bureau of Energy Efficiency (Govt of India) under the Perform Achieve and Trade (PAT) mechanism and others.

Now this MOU between the Parties witnesseth as follows:-

RESPONSIBILITIES OF AEEE

1. **AEEE** will provide **UPES** Database support and assist **UPES** in accessing DENAs (Designated Energy Auditors) with a view to convince them to promote the MDPs/Cobranded certificate programs offered by **UPES** to the target customers of such programs (chiefly, the energy managers of the organizations identified as Designated Customers under the PAT mechanism floated by the Bureau of Energy Efficiency (BEE), the nodal agency of the Government of India among others).
2. **AEEE** will lend its support to **UPES** in conducting workshops, seminars, conferences, education and training programs and Guest lectures (including summer internships, placements etc.) by providing **UPES** with speakers for these programs. They will also refer **UPES** students for summer internships, placements etc.
3. **AEEE** will lend its support to **UPES** in conducting Research Projects/activities in the field of energy efficiency/related field, leading to the award of Ph.D. degree(s) awarded by **UPES** or otherwise.

Such support includes, helping the **UPES** research team with access to **AEEE** member organizations/individuals for providing relevant data/interviews and research papers/databases available with **AEEE** in the field of Energy Efficiency/related field depending upon the sensitivity of the data and approval of the member organization.

4. That the **AEEE** shall ensure that all information respecting to **UPES** that comes to its knowledge on account of this agreement is protected, kept confidential and not disclosed to any third party unless required to do so in due course of law after prior intimation of such proposed disclosure to **UPES**.
5. That the **AEEE** shall comply with “**zero tolerance**” practice of the **UPES** towards bribery and corruption and ensure that any overt or covert attempt by any of First Party’s employee of seeking illegal gratification, whether in cash or in kind, is reported to the **UPES** immediately.
6. That the **AEEE** shall ensure that **Gift, Meal, Entertainment** or any other form of business courtesy is not extended to any employee of the **UPES** or any other person acting or purporting to act on behalf of **UPES**.
7. The **AEEE** shall immediately disclose to the **UPES** in case it has any relationship or connection howsoever remote it may be, with any official or employee of the **UPES** and also of any other situation which may give rise to a possible **conflict of interest**, during the course of this agreement.

RESPONSIBILITIES OF UPES

1. That **UPES** will provide for boarding, lodging and local transportation to the participants and guest faculty of the MDP/Certificate Programs deputed by **AEEE** for this purpose and it shall bear the cost of the same. **UPES** will bear the Fees and/ Honorarium to be paid to the speakers.
2. That **UPES** shall subscribe to an “**Associate Membership**” of **AEEE** and shall agree to allow **AEEE** to project **UPES** as one of its member institutions on their official website. The annual membership fee shall be INR. 10000/- + 12.36% taxes, amounting to a total of INR. 11,236/- which shall be paid by **UPES** by an account payee cheque.
3. That in case of any activity arising out of this MoU has any financial implication the same shall be mutually decided between the Parties hereto through a separate arrangement.
4. That the **UPES** shall ensure that all information respecting to **AEEE** that comes to its knowledge on account of this agreement is protected, kept confidential and not disclosed to any third party unless required to do so in due course of law after prior intimation of such proposed disclosure to **AEEE**.

JOINT RESPONSIBILITIES:

1. Neither Party shall have any liability except what is expressly mentioned in this MOU.
2. Each Party represents and warrants that such Party has all necessary corporate power and authority to enter into this MOU and to perform its obligations hereunder.

3. Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither Party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party.
4. Each Party warrants to the other Party that in performing their duties required under this MOU, they will comply with the applicable law and shall take no action which constitutes a violation of the same.
5. Either Party may terminate this MoU by giving one week's notice to the other Party provided however that such termination shall not affect the ongoing training of any batch of participants in terms of this MoU.

DISPUTE RESOLUTION

Except for seeking injunction from the court of competent jurisdiction, every dispute, difference, or question which may at any time arise between the parties AEEE and UPES hereto or any person claiming under them, touching or arising out of or in respect of this MoU or the subject matter thereof shall be referred to a sole arbitrator to be appointed by a mutual agreement between the parties and if failing to agree to appoint such mutually acceptable arbitrator, to two arbitrators one to be appointed by each party to the difference and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference and the decision of the arbitrator (or such arbitrators, or umpire as the case may be) shall be final and binding on the parties.

The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996, the seat of arbitration shall be Delhi and the jurisdiction of courts at Delhi shall be applicable.

The address for correspondence between two parties will be as under:

ALLIANCE FOR AN ENERGY EFFICIENT ECONOMY
404 SKYLARK, 60 Nehru Place
New Delhi 110019

UNIVERSITY OF PETROLEUM & ENERGY STUDIES
Energy Acres, P.O. Bidholi, Via Prem Nagar
Dehradun 248 007, Uttarakhand.

Signatories:


For AEEE



(Dr. Koshy Cherail, President)

For UPES

For University of Petroleum & Energy Studies



(Mr. Abhay Sharma, Registrar) Registrar

Witness:

1.

2.



DOCUMENT REVIEW AND APPROVAL FORM

Type of Document / Contract: Memorandum of Understanding (MOU)

Ref: _____

Laureate entity/ies: UPES, Dehradun (CMES)

Supplier/Vendor/Other/s: ALLIANCE FOR ENERGY EFFICIENT ECONOMY

New Contract Amendment/ Exhibit Corporate document Letter/communication Other

Effective Date: April 2015 Expiration Date: April 2016 Automatic renewals

Short Description / Purpose: Collaboration between AEE and UPES for developing / marketing Management Development Programs, certificate programs, guest lectures, placement & internship of UPES students, Research activity etc

Part I (Finance / Treasury)

Institution/Business Unit: UPES Department: Finance etc.

GL Account: 440110 Total Amount: Rs. 11,236/-

Budgeted Yes No N/A

Op. Ex. Single Payment Amount: _____ Date Required: _____

Op. Ex. Multiple Payments: # of Payments: _____ Start Date: _____

Amount of each Payment: _____

From: _____ To: _____

Cap. Ex. Amount: _____

Project #: _____ Phase: _____

Part II (Checklist)

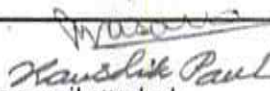
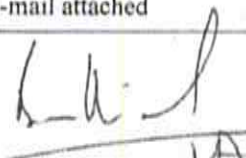

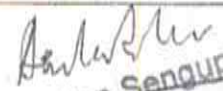
Internal Comments Received from Project Team? Yes No



Contract(s) Fully Negotiated? Yes No N/A

Bid Submitted? Yes No N/A

REVIEWS & APPROVALS

Your signature below attests to the fact that you have read the Contract in its entirety, understand its provisions and believe that it meets the programmatic and business goals of your business unit and if policy requires your review, you have completed that review.

	Required?	Name	Title	Date	Signature & Comments
Initiator	X	Prasoon Dasivadi KAUSHIK PAUL	Asst. Associate Professor INDUSTRY FELLOW LSCM, COMES	24/3/15	 Kaushik Paul <input type="checkbox"/> e-mail attached
Treasury	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Legal	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Cdr (Retd) P. Barthwal	Legal Advisor		 LA <input type="checkbox"/> e-mail attached
Tax	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Finance	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	RAVENBER SHARMA	Sr. Manager - Finance A/c.	31.03.2015	 <input type="checkbox"/> e-mail attached
Academic	<input type="checkbox"/> <input type="checkbox"/> N/A	Anirban Sengupta	Dean COMES		 Dr Anirban Sengupta DEAN College of Management & Economics Studies UNIVERSITY OF PETROLEUM AND ENERGY STUDIES Dehradun <input type="checkbox"/> e-mail attached

	Required?	Name	Title	Date	Signature & Comments
Accounting	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	RAUF ADEER SHAH Sanjeev Royyal	Sr. Manager w- Finance a He.	31/03/2015	 <input type="checkbox"/> e-mail attached
Marketing	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
CFO	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sachin Jain	CFO	3/04/2015	 <input type="checkbox"/> e-mail attached
President/ CEO	<input type="checkbox"/> President <input type="checkbox"/> CEO <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Capital Committee	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Board of Directors	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached

**UNIVERSITY and LOCKHEED MARTIN CORPORATION
CORPORATE UNIVERSITY RESEARCH AGREEMENT**

For research entitled
Roll-on / Roll-off Design Challenge

JS This Corporate University Research Agreement (the "Agreement") is entered into this day of December, 2014 (the "Effective Date"), by Lockheed Martin Corporation ("LMC"), a Maryland Corporation with a principal place of business at 6801 Rockledge Drive, Bethesda, Maryland 20817, and University of Petroleum and Energy Studies, having its office at "Energy Acres," Bidholi, Dehradun, 2480087 (Uttarakhand), India ("UNIVERSITY"). LMC and UNIVERSITY shall be known as a "Party" individually and as the "Parties" jointly throughout this Agreement.

1. OBJECT

The object of this Agreement shall be to support research project(s) as generally described in EXHIBIT A and as specifically performed by UNIVERSITY's Principal Investigator, students and staff. The Individual Project Agreement attached hereto as EXHIBIT B (hereinafter the "Project"). As used in this Agreement, the term "Researchers" shall include all persons who perform any research activities on a Project, including, but not limited to, professors and staff of the UNIVERSITY, any other faculty member of the UNIVERSITY assisting on a Project, any graduate or undergraduate students assisting on a Project, and any other person not previously mentioned who acts as an agent for any of the previously named persons in performing research activities on a Project.

2. CONDUCT OF PROJECT

A research Project shall be the responsibility of the UNIVERSITY and shall be conducted under the direction of the Principal Investigator in accordance with the research policies, procedures and practices of the UNIVERSITY. Contact Information for each is as follows:

Lockheed Martin Corporation

Prakash Sessa
Senior Manager
CETO
6801, Rockledge Blvd
Bethesda, MD 20817
USA
Ph: +1-301-214-3242
Email: prakash.m.sessa@lmco.com

University

Prof. Sudhir Joshi or Linsu Sebastian,
Department of Aerospace Engineering,
University of Petroleum & Energy Studies,
Dehradun - 2480087
Uttarakhand
India
Ph: +91-9456533675 or +91-7895636969
Email: sjoshi@ddn.upes.ac.in or
lsebastian@ddn.upes.ac.in

LMC's technical contact shall confer with the Principal Investigator at reasonable times and at reasonable length to discuss the direction and progress of the Project until its completion. Neither Principal Investigator nor UNIVERSITY shall subcontract or otherwise provide any

**UNIVERSITY and LOCKHEED MARTIN CORPORATION
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work under this Agreement to any person or any entity who is not a faculty member, employee or student of UNIVERSITY without the prior, written agreement of LMC.

3. STAFFING

a. To carry out a Project, UNIVERSITY will provide and use its own personnel, who are considered employees or students of the UNIVERSITY. All salary and wage payments to such personnel will be at rates consistent with their UNIVERSITY salaries as determined by the UNIVERSITY.

b. If for some reason the UNIVERSITY's Principal Investigator is unable to continue to serve in this capacity and a successor acceptable to both parties is not available, the Individual Project Agreement may be terminated by LMC as provided herein.

c. UNIVERSITY warrants that it is and shall remain free of any obligation or restriction which would interfere with or be inconsistent with UNIVERSITY's performance of, and ability to perform a Project in accordance with this Agreement.

d. UNIVERSITY shall ensure that each employee, student and/or agent working on a Project shall sign EXHIBIT C ACKNOWLEDGEMENT OF OBLIGATIONS, attached to the Individual Project Agreement.

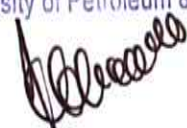
e. UNIVERSITY shall ensure that any person who shall work on, be associated with or be informed of the results of a Project or have any access to any LMC Proprietary Information provided under this Agreement shall comply with the provisions of Section 11 of this Agreement.

4. REPORTS

UNIVERSITY will submit to LMC written technical progress reports as specified in Exhibit B. As a minimum, one final report for a Project shall be submitted, in UNIVERSITY's format, no later than 60 days following completion of the effort described in Exhibit B. LMC's technical contact and the Principal Investigator shall mutually agree upon the content and level of detail of any such reports.

5. FUNDS

- a. LMC agrees to pay UNIVERSITY the amount set forth in Exhibit B. The sum shall be payable in U. S. Dollars to the UNIVERSITY and sent to the name and address set forth in Article 2 above unless otherwise specified by UNIVERSITY.
- b. Only compensation that is allowable and not prohibited or subject to penalty under applicable laws, regulations, or administrative, contractual or tender requirements shall be due and payable by LMC. Any payments made to UNIVERSITY which are later disallowed, reduced, regulated, prohibited or declared unlawful, or that result in any penalty, shall be promptly returned by UNIVERSITY to COMPANY.



W.H.
20/10/15

**UNIVERSITY and LOCKHEED MARTIN CORPORATION
CORPORATE UNIVERSITY RESEARCH AGREEMENT**

6. TERM OF AGREEMENT AND CHANGES

a. The term of this Agreement shall commence on the Effective Date and terminate on 31st December 2016, but may be shortened or extended by mutual agreement of the UNIVERSITY and LMC. The term of Individual Project Agreements shall be as set forth in Exhibit B. LMC may terminate this Agreement, or any Individual Project Agreement, at any time for default if University fails to comply with any terms of this Agreement, or any Individual Project Agreement, and such default has not been cured within thirty (30) days after receipt of written notice from LMC. In the absence of a UNIVERSITY default, either Party may terminate this Agreement, or an Individual Project Agreement by providing at least sixty (60) days prior written notice to the other Party; provided, however, such termination shall not affect the required fulfillment of the Parties' rights and obligations associated with a Project up to the termination date. In the event that any termination by either Party establishes a termination date on or prior to the next scheduled payment as set forth in Exhibit B, then notwithstanding any other provision of this Agreement, LMC shall have no obligation to make such payment to UNIVERSITY and the total amount of funding to be provided to the UNIVERSITY shall be limited to the amount of the first payment. In the event this Agreement or an Individual Project Agreement is terminated for any reason other than a UNIVERSITY default, the Parties commit to working together in good faith to ensure that there is either no or minimized disruption and that each Party continues to provide necessary administrative and managerial support to the ongoing funded Project until the earlier of the termination date or associated funding is exhausted. In the event of any termination, University shall only be compensated for work actually completed prior to the date of termination. In the event of any termination of this Agreement or an Individual Project Agreement, LMC shall be provided with all of the results for the research performed prior to the termination date in accordance with the STATEMENT OF WORK set forth in Exhibit B.

b. LMC may, by written notice, request changes to a Project. If such changes cause an increase or decrease in the cost of performance, an equitable adjustment shall be made. If the changes are unacceptable to UNIVERSITY, LMC and UNIVERSITY shall attempt to negotiate a mutually agreeable modification or, failing that, LMC may terminate the Agreement.

7. PUBLICATION

- a) UNIVERSITY shall have no right to publish LMC proprietary or confidential information (LMPI).
- b) In the event UNIVERSITY desires to publish the works, data, information, inter-alia related to this Agreement, UNIVERSITY shall formally submit their request with the information in its final (to be published) form to LMC for approval. LMC has unilateral approval rights. Approval shall not be unreasonably withheld. LMC shall work with UNIVERSITY to modify the proposed publication in the event it requires modification in order for it to be approved for publication. LMC will endeavor to provide its approval or rejection within sixty (60) days after receiving the request. If LMC approval is provided, UNIVERSITY may publish said information.



**UNIVERSITY and LOCKHEED MARTIN CORPORATION
CORPORATE UNIVERSITY RESEARCH AGREEMENT**

- c) Neither Party shall use the name of the other Party in any promotional materials or advertising without the prior express written permission of the other Party. However, UNIVERSITY shall be entitled to appropriately utilize such information for academic purposes.

8. INTELLECTUAL PROPERTY

8.1

- a. LMC shall own all intellectual property, including without limitation any patentable or unpatentable inventions, technology, designs, concepts, ideas, works of authorship or expression, mask works, technical information, computer software, business information and other information conceived, developed or otherwise generated in the performance of this Agreement by or on behalf of UNIVERSITY (hereinafter "Project Intellectual Property").
- b. UNIVERSITY hereby assigns and agrees to assign all right, title, and interest in Project Intellectual Property to LMC, including without limitation all copyrights, patent rights and other intellectual property rights therein and further agrees to execute, at LMC's request and expense, all documentation necessary to perfect title therein in LMC.
- c. UNIVERSITY shall maintain and disclose to LMC written records of, and otherwise provide LMC with full access to, the subject matter covered by this section 8 and that all such subject matter will be deemed information of LMC and subject to the protection provisions of section 9 Protection of Proprietary Information. UNIVERSITY shall assist LMC, at LMC's expense, in every reasonable way, in obtaining maintaining, and enforcing patent and other intellectual property protection on the subject matter covered by this section 8. The Parties agree that where any sole inventor or a co-inventor to an invention developed in the performance of this Agreement is a resident of India, written permission to file shall first be obtained from the Controller General of Patents in India under Section 39 of the Indian Patents Act in the event that any application for a Patent for such invention is sought to be first filed in any country outside India. The Parties also agree to comply with Section 39 of the Patents Act wherein, if an application for a Patent has first been filed in India, an application for a Patent in respect of the same invention outside India shall be made not less than six weeks after the said application was first filed in India.
- d. LMC hereby grants UNIVERSITY a non-exclusive, royalty-free, paid-up license to make, have made (including to sublicense), use, sell, offer for sale, reproduce, make derivative works from, distribute and otherwise practice Project Intellectual Property for UNIVERSITY's internal research and development and for commercialization in India.

- 8.2 UNIVERSITY warrants that any intellectual property delivered under this Agreement will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. UNIVERSITY agrees to defend, indemnify, and hold harmless LMC and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any action by a third party that is based upon a claim that LMC or its customers violate the intellectual property rights of any person or third party.

**UNIVERSITY and LOCKHEED MARTIN CORPORATION
CORPORATE UNIVERSITY RESEARCH AGREEMENT**

- 8.3 To the extent that any pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials are used, included, or contained in the intellectual property or deliverable items and not owned by LMC pursuant to this or a previous agreement with UNIVERSITY, UNIVERSITY grants to LMC an irrevocable, nonexclusive, world-wide, royalty-free license to: (i) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon, such pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials and derivative works thereof; and (ii) authorize others to do any, some or all of the foregoing.
- 8.4 All reports, memoranda or other materials in written form, including machine readable form, embodying Project Intellectual Property pursuant to this Agreement and furnished to LMC by UNIVERSITY hereunder shall become the sole property of LMC.
- 8.5 UNIVERSITY shall have, for its own internal research and development efforts only, a personal nontransferable royalty-free nonexclusive license to the intellectual property and documentation that will be created from this Project.
- 8.6 Except as specifically provided above, nothing contained in this Agreement shall be deemed to grant either directly or by implication, estoppel, or otherwise, any license under any existing rights of Intellectual Property owned by either Party, their employees, and/or their agents.

9. PROTECTION OF PROPRIETARY INFORMATION

- a) LMC and UNIVERSITY shall protect all proprietary information in accordance with the provisions of the Non-Disclosure Agreement attached to this Agreement as EXHIBIT D.
- b) UNIVERSITY shall not obtain on LMC's behalf or provide to LMC any information which is not legally available or which is sensitive, proprietary or classified where there is reason to believe that possession of such information is unauthorized, illegal or unethical.

10. ADVERTISING

The name of either Party to the Agreement will not be used by the other in any advertising, publicity or news media releases related to the research Program without the prior written consent of the other Party.

11. EXPORT CONTROL OF INFORMATION

UNIVERSITY acknowledges that the Lockheed Martin provided information and subsequent derived information from such disclosed hereunder may be subject to export control, and that compliance with appropriate U.S. Government regulations (e.g. International Traffic in Arms Regulations (ITAR) from the Department of State, the Export Administration Regulations (EAR) from the Department of Commerce, etc.) may be necessary to obtain required approvals



Registrar
D.D.A.
20/11/15

**UNIVERSITY and LOCKHEED MARTIN CORPORATION
CORPORATE UNIVERSITY RESEARCH AGREEMENT**

from one or both of these agencies before disclosing Proprietary Information to foreign persons, businesses or governments. UNIVERSITY agrees to comply with all applicable U.S. export control laws and regulations, specifically the requirements of ITAR, 22 CFR 120 et seq., and the Export Administration Act, 50 U.S. Code App. 2401 et seq.; including the requirement for obtaining any export license, if applicable. Without limiting the foregoing UNIVERSITY agrees that it will not transfer any export controlled item, data or services, to include transfer to foreign persons employed by or associated with, or under contract to UNIVERSITY, without the authority of any export license or applicable license exemption. LMC's license application will need to identify all of the nationalities of participants (place of birth is considered part of nationality for the ITAR).

The United States Government's current policy is a presumption of denial for participants from 22 U.S.C §126.1 nationalities to include but not limited to Cote d'Ivoire, Democratic Republic of Congo, Eritrea, Iraq, Iran, Lebanon, Liberia, Libya, North Korea, Somalia, The Republic of the Sudan, Cuba, Syria, Afghanistan, Myanmar, Venezuela, Belarus, and China. LMC may request authorization, but may need personal data for each for 22 U.S.C §126.1 nationals participants to support the request to the United States Government. UNIVERSITY shall obtain the written consent of the LMC prior to submitting any request for authority to export any such Proprietary Information. The retransfer and re-export of data that UNIVERSITY receives from LMC to parties not included on the export license requires additional United States Government authorization. UNIVERSITY shall indemnify and hold LMC harmless from all claims, demands, damages, costs, fines, penalties, attorneys' fees and all other expenses arising from failure of UNIVERSITY to comply with this clause or applicable U.S. export control laws and regulations.

12. INDEPENDENT CONTRACTORS

- a) UNIVERSITY and LMC agree that this Agreement does not form any corporation, partnership, joint venture or other legal entity or relationship between the parties other than that of a sponsored research effort as established pursuant to this agreement, and that UNIVERSITY and LMC shall be independent contractors for all purposes under this Agreement. Neither Party may act for or on behalf of the other Party in any way or bind the other Party to any obligation of any nature whatsoever without the express, prior written permission of the other Party.
- b) UNIVERSITY shall comply with the laws, regulations and administrative requirements of the Government of India and shall take no action which would subject LMC to penalties under United States or Indian laws, regulations or administrative requirements.
- c) UNIVERSITY, including any in-country agents and/or representatives in India, shall not make any improper payments or gifts or any offers or promises of payments or gifts of any kind, including, but not limited to facilitating or expediting payments, directly or indirectly, to any official or employee of any Indian government or any agency or instrumentality thereof.
- d) UNIVERSITY shall not provide any improper hospitality (e.g., meals, gifts, entertainment, etc.) to any military or government official or employee or any



Registrar
D.A.L.
20/4/15

**UNIVERSITY and LOCKHEED MARTIN CORPORATION
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customer on behalf of LMC or in connection with this Agreement without the prior written approval of LMC.

- e) UNIVERSITY agrees to give prompt written notice in the event that, at any time during the term of this Agreement, UNIVERSITY has failed to comply with or has breached any of its obligations hereunder or any of the certifications hereunder become inaccurate. In the event UNIVERSITY has not so complied or has breached any of its obligations hereunder or any other certifications hereunder become inaccurate, this Agreement shall be null and void from the time of such non-compliance, breach or inaccuracy.

13. RELEASE OF LIABILITY

UNIVERSITY acknowledges and agrees that it is solely responsible for all activities of any nature whatsoever undertaken by the UNIVERSITY or its personnel pursuant to, in furtherance of or in any way connected with a Project, and further acknowledges and agrees that it is solely responsible for any results of any such activities, including but not limited to any harm or damage of any kind to any persons or property that may arise from or in connection with a Project. UNIVERSITY hereby releases LMC, its officers, directors, employees, contractors, consultants and agents (hereinafter, the "indemnified parties") from any liabilities or damages of any kind that may arise in connection with a Project and agrees to indemnify and hold harmless the indemnified parties from any costs, liabilities or damages of any kind that may arise in connection with a Project, including but not limited to reasonable attorneys' fees and costs that may be incurred by the indemnified parties in responding to or defending any claims or actions that may allege that any of the indemnified parties are liable to any person or entity for any harms suffered by such person or entity in connection with a Project.

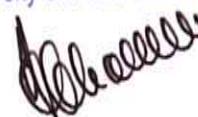
14. RESERVATION OF RIGHTS

Either Party's failure to enforce at any time or for any period any one or more of the terms of this Agreement shall not be a waiver of them or of the Party's right to enforce all terms and conditions of this Agreement or an Individual Project Agreement. If any provision of this Agreement or an Individual Project Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall remain in full force and effect.

15. DISPUTES

The Parties shall take good faith efforts to resolve any differences between them. If the Parties are unable to resolve any disputes, the issue shall be resolved by arbitration in accordance with the rules of the London Court of International Arbitration (LCIA) which has a seat in New Delhi, India. The forum for all arbitration under this agreement shall be in the LCIA sitting at New Delhi, India. Any such arbitration shall be conducted in the English language.

16. NOTICE



5/27/2015

UNIVERSITY and LOCKHEED MARTIN CORPORATION
CORPORATE UNIVERSITY RESEARCH AGREEMENT

Notices and communications hereunder shall be deemed made if given by registered or certified mail, postage prepaid and addressed to the Party to receive such notice or communication at the address given in Article 2 above, or such other address as may hereafter be designated by notice in writing.

17. SOLE AGREEMENT

This Agreement shall supersede all prior agreements and understandings between the Parties respecting the subject matter hereof. This Agreement may not be changed or terminated orally by or on behalf of either Party.

18. NON-WAIVER OF BREACH

The failure by a party to this Agreement to assert any or all of its rights upon any breach of this Agreement by the other shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment or service. No written waiver of any right shall extend to or affect any other right such party may possess, nor shall such written waiver extend to any subsequent similar or dissimilar breach.

19. SEVERABILITY; PARTIAL INVALIDITY

If any provision of this Agreement or the Individual Project Agreement, or the applicability of such provision, shall be held illegal or unenforceable, the remainder of the Agreement or Individual Project Agreement or the application of such provision to other parties and circumstances shall not be affected thereby.

20. ADDITIONAL PROVISIONS

a. This Agreement shall be construed and governed in accordance with the laws of the United Kingdom, without giving effect to its conflict of law provisions.

b. This Agreement, together with Exhibits A, B, C, and D hereto, constitutes the entire understanding of LMC and UNIVERSITY relating to a Project and can only be modified in writing by duly authorized representatives of both Parties. In the event of a conflict or inconsistency between the terms of this Agreement and the Individual Project Agreement, the terms of the Individual Project Agreement shall take precedence.

University of Petroleum & Energy Studies


Registrar

WAS
20/4/15

UNIVERSITY and LOCKHEED MARTIN CORPORATION
CORPORATE UNIVERSITY RESEARCH AGREEMENT

IN WITNESS WHEREOF, LMC and UNIVERSITY have caused their duly authorized representatives to execute this Agreement on and as of the dates below written.

LOCKHEED MARTIN CORPORATION

UNIVERSITY OF PETROLEUM AND
ENERGY STUDIES

University of Petroleum & Energy Studies

By D. Heitzinger

By [Signature] Registrar

Name: Daniel S. Heitzinger

Name: ABHAY SHARMA

Title: Contracts Manager

Title: REGISTRAR.

Date 20 April 2015

Date APRIL 14, 2015

UNIVERSITY and LOCKHEED MARTIN CORPORATION
CORPORATE UNIVERSITY RESEARCH AGREEMENT

EXHIBIT A
GENERAL STATEMENT OF RESEARCH



Indian University
RO RO Concep..


University of Petroleum & Energy Studies

DAI
20/11/15

UNIVERSITY and LOCKHEED MARTIN CORPORATION
CORPORATE UNIVERSITY RESEARCH AGREEMENT

EXHIBIT B
INDIVIDUAL PROJECT AGREEMENT

Roll-on/Roll-off Design Challenge Phase 2

1. Phase 2 comprises of the following activities:
 - a. High Level Design
 - b. Air-Worthiness / Safety of Flight Test Plan
 - c. Provide inputs to Local Industrial partner selection
 - d. Detailed Design Specification Development
2. The UNIVERSITY team shall further refine the concepts presented during the initial concept presentation (Phase 1) and take into account feedback provided by LMC and the stake holders.
3. The UNIVERSITY team's design shall be compliant with the Statement of Work attached in Exhibit A. Further, the team should focus on developing primarily a Roll On/Roll Off (RO/RO) capability. Airdrop may be considered by the team as an option, but the primary mode of operation shall be RO/RO after landing at an air strip. Airdrop adds a great deal of complexity to the design. Should a team consider it, it may be viewed favorably for down select to Phase 3 if the team's design and analysis are complete.
4. The UNIVERSITY team shall use Airworthiness Certification Criteria (MIL-HDBK-516B) as guidance (the document is available publicly – for example: http://everyspec.com/MIL-HDBK/MIL-HDBK-0500-0599/MIL-HDBK-516B_CHANGE-1_10217/). The team shall also investigate if any additional guidance is required from the Center for Military Airworthiness & Certification (CEMILAC), Bangalore for Indian specific certification requirements.
5. The term of Phase 2 will be from January 2015 through December 2015. The UNIVERSITY team shall support the following major reviews:
 - a. Revised concept presentations & Visit to Hindon / ADRDE Agra – Feb 4th/5th 2015

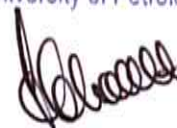


20 Apr 15

UNIVERSITY and LOCKHEED MARTIN CORPORATION
CORPORATE UNIVERSITY RESEARCH AGREEMENT

- b. Mid-year deep dive at the universities: Week of June 22nd 2015
- c. End of Phase 2 Review – Oct 19th/20th 2015
6. The UNIVERSITY team shall manage their own budget and take care of all travel/logistics to attend major reviews.
7. Phase 2 deliverables include:
 - a. Market Analysis for the proposed Module(s)
 - b. High-level and detailed design specifications for the proposed Module(s)
 - c. Models developed to support detail design specifications
 - d. Air-Worthiness / Safety of Flight Test plan (initial-draft)
 - e. Phase 3 proposal (including cost and schedule) to develop a prototype of proposed Module(s)
8. The UNIVERSITY team shall submit monthly progress report to LMC. The team shall also support a 1-hour status call every month. The status report shall be delivered one week before the status call.
9. The UNIVERSITY team shall coordinate all engagements with stake holders and potential stake holders through LMC.
10. LMC agrees to pay UNIVERSITY US\$25,000 for performance of Phase 2.

University of Petroleum & Energy Studies



Registrar

JDA
20/4/15

UNIVERSITY and LOCKHEED MARTIN CORPORATION
CORPORATE UNIVERSITY RESEARCH AGREEMENT

EXHIBIT C
ACKNOWLEDGEMENT OF OBLIGATIONS
Schedule 3 to Individual Research Agreement

(To be signed by each person associated with the University working on a Project)

I have read and understand the terms and conditions contained in the University Research Agreement dated _____ between _____ and Lockheed Martin Corporation, including but not limited to the terms governing Intellectual Property, Protection of Proprietary Information, and Export Control of Information, and, in consideration for the Project funding being provided by Lockheed Martin, I agree to abide by such terms and conditions, as acknowledged by my signature below.

Shirish
Signature

14/04/2015
Date

SHIRISH NANDA POTU
Printed Name

B.TECH ADE 3rd YEAR - STUDENT
Title or Position

Megha
Signature

14/04/2015
Date

MEGHA TANGRI
Printed Name

B.TECH ASE 3rd YEAR - STUDENT
Title or Position

Rishabh Jain
Signature

14/04/2015
Date

RISHABH JAIN
Printed Name

B.TECH ADE 3rd YEAR - STUDENT
Title or Position

Puja Sinha
Signature

14/04/2015
Date

PUJA KUMARI SINHA
Printed Name

B.TECH E.E 3rd YEAR - STUDENT
Title or Position

UNIVERSITY and LOCKHEED MARTIN CORPORATION
CORPORATE UNIVERSITY RESEARCH AGREEMENT

EXHIBIT D
PROPRIETARY INFORMATION AGREEMENT



P14-061 UPES
RO-RO executed...

University of Petroleum & Energy Studies

A handwritten signature in black ink, appearing to be 'S. S. S.' or similar, written over the printed name.

Registrar

WPA
20 April 15



DOCUMENT REVIEW AND APPROVAL FORM

Type of Document / Contract: RESEARCH PROJECT AGREEMENT Ref: _____

Supplier/Vendor/Other/s: Lockheed martin Corporation

[X] New Contract [] Renewal [] Amendment/ Exhibit [] Corporate document [] Letter/communication [] Other

Effective Date: January 1, 2015 Expiration Date: December 31, 2016 [] Automatic renewals

Short Description / Purpose: The object of this Agreement to support research projects as specifically performed by UPES principal investigators, students and staff.

Part I (Finance / Treasury)

Institution/Business Unit: UPES Department: _____

GL Account: _____ Total Amount: _____

Budgeted [] Yes [] No [] N/A

[] Op. Ex. Single Payment Amount: _____ Date Required: _____

[] Op. Ex. Multiple Payments: # of Payments: X Start Date: _____

Amount of each Payment: _____

From: _____ To: _____

[] Cap. Ex. Amount: _____

Project #: _____ Phase: _____

Part II (Checklist)


Internal Comments Received from Project Team? [] Yes [] No


Contract(s) Fully Negotiated? [] Yes [] No [] N/A

Bid Submitted? [] Yes [] No [] N/A

REVIEWS & APPROVALS

Your signature below attests to the fact that you have read the Contract in its entirety, understand its provisions and believe that it meets the programmatic and business goals of your business unit and if policy requires your review, you have completed that review.

	Required?	Name	Title	Date	Signature & Comments
Initiator	X	Prof. Sudhir Joshi	Dept. of Aerospace Engg.	07-04-15	<input type="checkbox"/> e-mail attached
Treasury	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Legal	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Anu Sharma	Assistant Director-Legal	07-04-15	 <input type="checkbox"/> e-mail attached
Tax	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Finance	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Academic	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached

	Required?	Name	Title	Date	Signature & Comments
Accounting	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sanjeev Goyal	Sr. Associate Director-Finance	07-04-15	 <input checked="" type="checkbox"/> e-mail attached
Marketing	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
CFO	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sachin Jain	Finance officer	07-04-15	<input type="checkbox"/> e-mail attached
President/ CEO	<input type="checkbox"/> President <input type="checkbox"/> CEO <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Capital Committee	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Board of Directors	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached



उत्तराखण्ड UTTARAKHAND

L 565683



Memorandum of Understanding

This Memorandum of Understanding is made on this 25th day of May, 2015, by and between :-

PLANET HERBS LIFESCIENCES (P) LTD., a private limited company having its Registered Office at B-4 Sara Industrial Estate, Selaqui, Dehradun-248197 represented by **Dr Amit K Srivastava, Senior Vice President** (hereinafter referred to as **PHL**, which expression unless repugnant to the context shall mean and include its successors and permitted assigns), of the one part, and

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES, a University established under the University of Petroleum & Energy Studies Act, 2003, enacted by the State of Uttarakhand, having its campus at "Energy Acres" P.O. Bidholi, via Prem Nagar, Dehradun-248007, Uttarakhand, India represented by **Mr Abhay Sharma, Registrar** (hereinafter called **UPES** which expression shall, where the context so admits, include its successors and permitted assigns) of the second part.

PHL and UPES are hereinafter individually also referred to as 'Party' and collectively as 'Parties'.

Recitals and Scope of MoU

WHEREAS PHL is a premier company working for the production of herbal medicines in India and having a vast product marketing and distribution network, **and**

WHEREAS UPES is a domain specific University offering specialized



For University of Petroleum & Energy Studies
Registrar

postgraduate and undergraduate courses in the area of Power, Oil & Gas and Transportation sectors and opportunities for research & development in the areas of energy, petroleum, health, safety & environment and alternative sources including biomass, and

WHEREAS PHL and UPES have agreed to collaborate for research and innovation in the areas of "**Evaluation of Low Cost Adsorbents for the Safe Management of Effluent from Pharmaceutical Industries of Uttarakhand**",

Now Therefore This MoU Witnesseth as Follows:

1. Definitions:

Unless repugnant to the subject or context thereof, the following expressions with their grammatical variations herein used shall have the meanings ascribed hereunder:

"Intellectual Property Rights" means the rights in patent(s), copyright(s), design(s) and other intellectual property rights whatsoever (whether registerable or not) with respect to the Project.

"Technical Information" means any and all Information, designs, drawings, data, process, know-how and other information in whatsoever form tangible or intangible generated during the tenure of Project.

"Project" means "Evaluation of Low Cost Adsorbents for the Safe Management of Effluent from Pharmaceutical Industries of Uttarakhand".

2. Objectives of the Project:

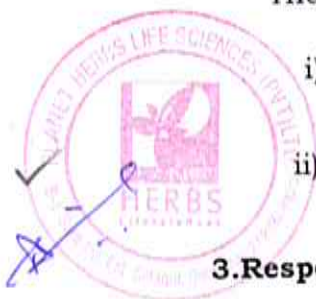
The objectives of the project are as follows:

- i) Evaluation of eco-friendly bio-adsorbents for the removal of heavy metals and designing a reactor for the objective based upon the results.
- ii) Generation of bio-energy from waste.

3. Responsibilities of UPES

UPES shall carry out the activities as listed in **Annexure-I** and will cooperate with PHL to carry forward the project as envisaged above and be engaged in:-

- i) Bio-adsorbent preparation and characterization.
- ii) Evaluation of bio-adsorbents for the removal of heavy metals.
- iii) Designing a reactor for carrying out de-metallation from industrial effluent.
- iv) Generation of bio-energy from waste generated after metal



[Handwritten Signature]

removal.

4. Responsibilities of PHL

- i) PHL shall coordinate the activities as listed in **Annexure-I** and also provide following to UPES free of costs:-
 - o technical support for water remediation parameters to UPES.
 - o industrial effluent both before and after treatment through effluent treatment plant (ETP) to UPES.
 - o Adequate industrial premises to UPES to install the reactor for performance evaluation for full duration of the project.
- ii) The objective of the proposal ie utilization of the Bio waste for purification of water will be administered as a step for corporate social responsibility (CSR). In purview of this, awareness camps will be organized on water safety for the villagers through PHL and eco clubs will be developed in nearby schools for the promotion of enviornmental activities ie analysis, treatment etc.
- iii) That the PHL shall protect all assets of the UPES that come within its control and ensure that all information respecting to UPES that comes to its knowledge on account of this MoU is protected, kept confidential and not disclosed to any third party unless required to do so in due course of law after prior intimation of such proposed disclosure to UPES.
- iv) That the PHL shall comply with "zero tolerance" practice of the UPES, towards bribery and corruption and ensure that any overt or covert attempt by any of UPES's employee of seeking illegal gratification, whether in cash or in kind, is reported to the UPES immediately.
- v) That the PHL shall ensure that Gift, Meal, Entertainment or any other form of business courtesy is not extended to any employee of the UPES or any other person acting or purporting to act on behalf of UPES.
- vi) The PHL shall immediately disclose to the UPES in case it has any relationship or connection howsoever remote it may be, with any official or employee of the UPES and also of any other situation which may give rise to a possible conflict of interest, during the course of this MoU.

5 Financial Implications

The budgetary expenditure for the project shall be based on funding by Department of Science and Technology, Government of India, and shall be the responsibility of UPES alone.

6 Intellectual Property

PHL and UPES agree to respect each other's rights to intellectual property, acquired by either party independently before



For University of Petroleum & Energy Studies

commencement of the MoU.

The intellectual property rights that arise as a result of the Project under this MOU shall solely vest with UPES.

In the outcome of this research as publication, UPES will gratefully acknowledge the contribution of PHL as one name in the list of co-authors.

7. Confidentiality of Technical Information

UPES shall at all times treat as strictly confidential the "Technical Information", generated and/or acquired by them/ PHL pursuant hereto in the Project.

UPES shall not disclose, publish, use or apply the same for any purpose other than those specified in this MoU and in accordance with the terms and conditions specified herein and even so strictly only to those persons to whom such disclosure is necessary to operate this MoU.

Nothing stated herein hereof shall apply in relation to:

- (i) Any Technical Information which was already in public domain prior to this MoU or comes out in public domain hereafter for no default or failure on part of the Party receiving such Technical Information.
- (ii) Any Technical Information which the receiving Party can prove to have independently developed prior to the disclosure under this MoU or the Project as the case may be.
- (iii) Any Technical Information which the receiving Party can prove to have acquired from an independent source, without restriction on its use and who has not directly or indirectly acquired the same from the other Party.

Either party shall promptly inform other party of any infringement or other infraction of (a) the Intellectual Property Rights pertaining to the Technical Information to prevent further breach or infraction or to protect and maintain the Intellectual Property Rights.

8. Amendments

No amendment or modification of this MoU shall be valid unless the same is made in writing and signed by the authorized representatives of both the Parties. The modification/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

Invalidity of any provision hereunder or contravention thereby of any law, rule or regulation shall not affect the validity of other provisions.

9. The addresses of the Parties hereto are as follows:



PHL -B-4 Sara Industrial Estate, Selaqui, Dehradun-248197.

UPES University of Petroleum and Energy Studies, Energy Acres, Village- Bidholi, PO-Premnagar, Dehradun 248007

10. Tenure and Termination

This MOU will initially be valid for three years from date of receipt of funds by UPES from the Department of Science and Technology, Government of India and may thereafter be continued for such further period as may be mutually decided between of the Parties.

Provisions as to Confidentiality of information pertaining to either party, shall continue for three years after the MoU is terminated.

11 Arbitration Clause


In the event of any dispute the Senior Vice President PHL and Registrar UPES shall jointly resolve the same.

12. Signatures of Parties

The Mou has been executed in two originals; one of these has been retained by PHL and UPES.

In witness whereof the duly authorized officers of the parties have executed this Memorandum of Understanding.

FOR PHL

✓
Signature 
Dr Amit K Srivastava
Senior Vice President

Witness-1

Witness-2








FOR UPES

For University of Petroleum & Energy Studies


Signature
Abhay Sharma
Registrar

Registrar

Annexure-I
Milestones (Item wise activities)

S.No.	Activity	Months															
		00-03	04-06	07-09	10-12	13-15	16-18	19-21	22-24	25-27	28-30	31-33	34-36				
1.	Recruitment of Technical/Supporting Staff																
2.	Procurement of Chemicals, glassware & Instruments																
3.	Identification of pharmaceutical industries in the outskirts of Dehradun/Haridwar																
4.	Analyzing heavy metals present in the industrial effluent collected																
5.	Collection of agro-waste selected (banana peels, sugarcane bagasse and tea waste) from market and various sources																
6.	Converting agro-waste to bio-adsorbent																
7.	Characterization of bio-adsorbents																
8.	Checking the stability of bio-adsorbents																
9.	Planning of the Experiments																
10.	Batch experiments for the removal of series of heavy metals (from model solutions) with banana peels/tea waste/sugarcane bagasse																
11.	Analysis of solution after experiment for metal removal																

For University of Petroleum & Energy Studies

[Signature]
Registrar



12.	Optimization of reaction conditions for various metals																		
13.	Implementing the optimized conditions on effluent																		
14.	Testing other properties of effluent after treatment																		
15.	Preparing compositions of different bio-adsorbents for multi-metal removal																		
16.	Analysis of solution after experiment for metal removal																		
17.	Optimization of reaction conditions for various metals																		
18.	Testing other properties of effluent after treatment																		
19.	Designing/fabrication of reactor for setting up the process																		
20.	Study of optimized reaction conditions for various bioadsorbents in the reactor																		
21.	Conversion of metal loaded bio-adsorbent to biogas																		
22.	Recommendation & Report Submission																		



For University of Petroleum

& Studies

[Handwritten Signature]
Registrar



ENERGY STUDIES

UNIVERSITY OF PETROLEUM AND

CONTRACT MANAGEMENT POLICY Appendix A

DOCUMENT REVIEW AND APPROVAL FORM

Type of Document / Contract: Memorandum of Understanding

Ref:

Supplier/Vendor/Other/s: Plant Herbs life sciences (P) Ltd, Solan, Dehra Dun

M.O.U.
New Contract Renewal Amendment/ Exhibit Corporate document Letter/communication Other

Effective Date: Expiration Date: Automatic renewals

Short Description / Purpose: M.O.U for "Evaluation of low cost Adsorbents for the Safe Management of Effluent from Pharma Industries of Uttarakhand"

Part I (Finance / Treasury)

Institution/Business Unit: Department:

GL Account: Total Amount:

Budgeted Yes No N/A

Op. Ex. Single Payment Amount: Date Required:

Op. Ex. Multiple Payments: # of Payments: Start Date:

Amount of each Payment:

From: To:

Cap. Ex. Amount:

Project #: Phase:

Part II (Checklist)

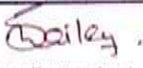
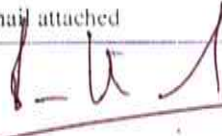

Internal Comments Received from Project Team? Yes No



Contract(s) Fully Negotiated? Yes No N/A

Bid Submitted? Yes No N/A

REVIEWS & APPROVALS

Your signature below attests to the fact that you have read the Contract in its entirety, understand its provisions and believe that it meets the programmatic and business goals of your business unit and if policy requires your review, you have completed that review.

	Required?	Name	Title	Date	Signature & Comments
Initiator	X	Dr. Shailay Singh	Associate Professor	25.5.15	 <input type="checkbox"/> e-mail attached
Treasury	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Legal	<input checked="" type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Dr. P. Barthwal	AD (L)	25.5.15	 AD (L). <input type="checkbox"/> e-mail attached
Tax	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Finance	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Academic	<input type="checkbox"/> <input type="checkbox"/> N/A	Dr. Jitendra K. Pandey	AVP - R&D	25.5.15	 <input type="checkbox"/> e-mail attached

	Required?	Name	Title	Date	Signature & Comments
Accounting	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	SANJEEV GOYAL	SAD - FINANCE	25.5.15	 <input checked="" type="checkbox"/> e-mail attached
Marketing	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
CFO	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	SACHIN JAIN	CFO	25.5.15	 <input type="checkbox"/> e-mail attached
President/ CEO	<input type="checkbox"/> President <input type="checkbox"/> CEO <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Capital Committee	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Board of Directors	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached

GENERAL AGREEMENT FOR COLLABORATION

Between the

UNIVERSITY OF CENTRAL FLORIDA
Orlando, Florida, U.S.A.

and the

UNIVERSITY OF PETROLEUM & ENERGY STUDIES
Dheradun, Uttarakhand, India

WHEREAS, both parties are higher education institutions with full legal capacity to establish commitments, and whose mission includes providing quality learning opportunities for its students and communities, as well as promoting academic research;

WHEREAS, both parties consider the promotion and support of teaching, research and community outreach to be of primary importance in the fulfillment of their mission, goals and objectives;

WHEREAS both institutions consider that increasing opportunities for international cooperation and exchange increases cultural understanding and appreciation;

NOW, THEREFORE, the University of Central Florida (hereafter UCF), on behalf of its Board of Trustees, and the University of Petroleum & Energy Studies, (hereafter UPES) agree to promote mutual cooperation in education, scientific research and outreach, according to the following clauses:

FIRST: This General Agreement shall establish the criteria under which UPES and UCF will carry out joint collaborative activities of mutual interest.

SECOND: Both parties agree to pursue the following forms of cooperation, within areas that are mutually acceptable:

- a) Exchange of graduate or undergraduate students;
- b) Exchange of academic personnel;
- c) Cooperative research and development activities;
- d) Cooperative design of courses, conferences, symposia or academic programs;
- e) Exchange of academic or scientific materials and publications of common interest; and/or
- f) Any other mutually agreed activity that would benefit both parties.

THIRD: All proposed projects, programs or work agreements including anything contemplated under a) through f) above, arising from this General Agreement, will be implemented as "Specific Agreements" of collaboration after they have been agreed upon and duly authorized by the official



representatives of UPES and UCF. Each "Specific Agreement" will describe the details necessary to implement any joint project, such as the activities associated with the project, the responsibility of each of the parties, the budget for each activity, the sources of funding, personnel involved, installations and equipment to be used, work schedules, as well as all other specific terms and conditions necessary to achieve the specified objectives of the project. The Specific Agreements will implement this General Agreement and shall be signed by authorized representatives of both parties.

FOURTH: The parties agree to define and manage questions related to intellectual property, such as ownership of industrial rights patents, certificates of invention, registry of models, and copyright of written materials, that may result from cooperative research, through the corresponding Specific Agreement.

FIFTH: All cooperative activities associated with academic courses and programs must be consistent with the accreditation requirements of both institutions. Consistency with accreditation principles will be included in all Specific Agreements associated with the implementation of academic courses and programs. This inter-institutional General Agreement does not imply the extension of accreditation from one institution to the other.

SIXTH: Any student, academic personnel, faculty or scholar exchanges associated with this General Agreement must comply with all the legal and administrative requirements, including immigration, insurance and other applicable requirements, of the home and host institutions. The specific requirements for the visits, as well as the financial implications for each institution must be approved in writing by duly authorized personnel at each institution. The above referenced exchanges must be established through a separate Specific Agreement.

SEVENTH: Each party will each designate its own personnel to administer the activities associated with this General Agreement, as well as the development and implementation of any Specific Agreement. The personnel designated by each party to implement activities that arise from this agreement must hold current employment with the institution, and will be solely responsible to the institution to which it is employed.

EIGHTH: The parties may, jointly or separately, endeavor to obtain financial resources from other institutions, government agencies and national and international organizations for the development of activities associated with the implementation of any Specific Agreement.

NINTH: Any research generated in conjunction herewith (as further described in a Specific Agreement) shall be subject to unrestricted publication or dissemination, provided that (a) each party requires a copy of any proposed publication thirty (30) days in advance of submission to review for a party's proprietary information, patents and/or other intellectual property rights; (b) each party's proprietary information, patents and/or other intellectual property rights shall be protected by allowing the party who owns such rights to review the proposed publication prior to submission by the other party and the party who owns such rights will complete its review and make any objections within thirty (30) days of receipt of the proposed publication; (c) such publication or dissemination will not compromise patent rights and/or other intellectual property rights, or inadvertently divulge proprietary information. Any pre-publication or dissemination



review shall be limited to consideration of such patent rights and/or other intellectual property rights and proprietary information concerns and shall be concluded within a period not to exceed thirty (30) days.

TENTH: a. UCF and UPES agree and will ensure and communicate to their respective faculty, staff and students that such faculty, staff and students involved in the implementation of activities associated with this Agreement, will comply with all applicable United States export control laws, regulations and orders and that no party may export or allow the re-export of any export controlled information or item without prior U.S. government licensing or other authorization.

b. The parties further agree to comply with all applicable laws.

ELEVENTH: The present General Agreement will become valid upon signature by both parties and shall remain in effect for a period of three (3) years from its effective date. It may be renewed or amended at any time before the actual expiration date by a written agreement signed by authorized representatives of both parties.

TWELFTH: This General Agreement may be terminated by either party upon three (3) months prior written notice to the other party; however, termination shall not affect the implementation of activities that have already commenced pursuant to a Specific Agreement. Those Specific Agreements will remain in effect until the required associated activities are completed.

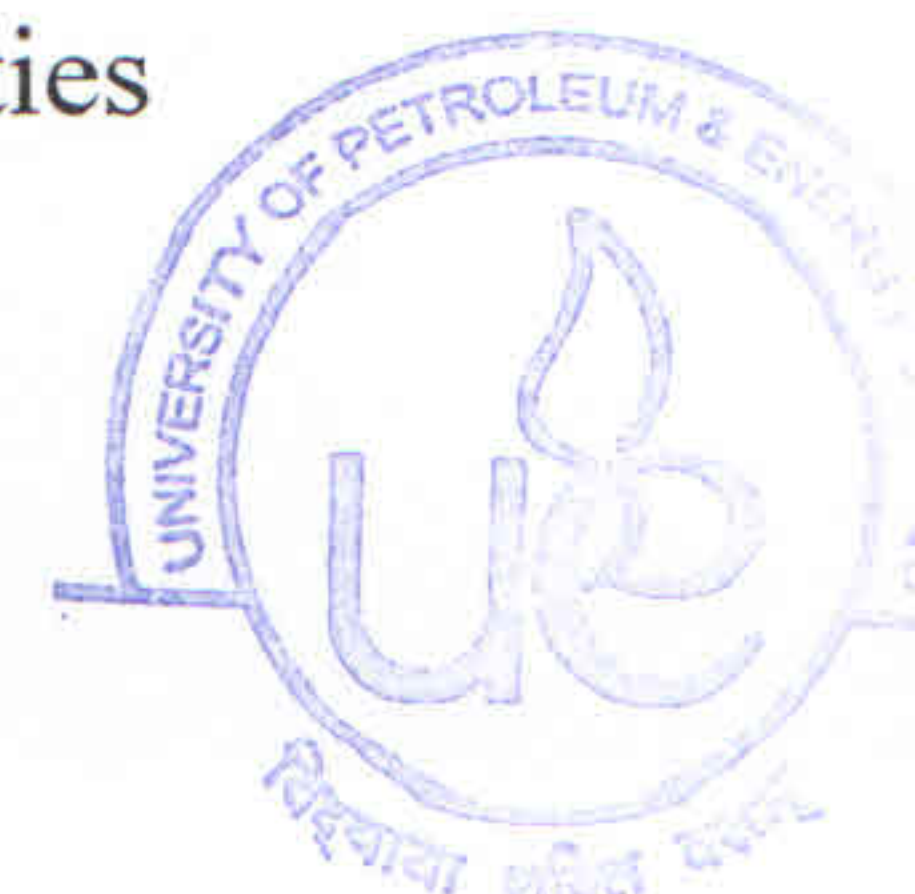
THIRTEENTH: The parties recognize that it may be necessary for each to transfer to the other information of a proprietary nature. Proprietary information shall be clearly identified by the disclosing party as proprietary at the time of the written disclosure. Oral disclosures shall be reduced to writing and marked as "proprietary" and provided to the other party within thirty (30) days of such oral disclosure. Both Parties shall keep confidential any information of a confidential nature, subject to compliance with applicable laws. The parties are permitted to exchange proprietary information during the three (3) year term of this General Agreement. Nondisclosure obligations shall expire five (5) years after the effective date of this General Agreement.

FOURTEENTH:

The term "Intellectual Property" means individually and collectively all inventions, improvements and/or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, including but not limited to mask works, computer software, both object and source code, data bases and works of authorship.

Intellectual Property developed solely by UCF shall be solely and exclusively owned by UCF ("UCF Intellectual Property"). Intellectual Property developed solely by UPES shall be solely and exclusively owned by UPES ("UPES Intellectual Property"). "Joint Intellectual Property" means any Intellectual Property developed jointly by UPES and UCF under this Agreement. Joint Intellectual Property will be owned jointly by UPES and UCF, who agree to jointly determine filing and licensing subject to Title 35 of the United States Code for inventions and Title 17 of the United States Code for works of authorship.

"Background Intellectual Property" means Intellectual Property which was in existence, prior to the Effective Date of this Agreement, or which is created independent of this Agreement. The parties




agree that Background Intellectual Property of UPES and UCF are their separate property, respectively, and are not affected by this Agreement. Neither party shall acquire any claims to or rights in the Background Intellectual Property of the other party. Nothing in the Agreement shall circumvent or restrict UCF's pre-existing obligations with the U.S. government pertaining to any kind of intellectual property.

By signing this document, the parties acknowledge that they have reviewed and understand the content and extent of each of its clauses, and agree to carry out the actions necessary to implement it. Two copies of this document will be signed in English and (other language, if appropriate), both versions with the same content and validity.

UNIVERSITY OF CENTRAL FLORIDA
Orlando, Florida, USA


University of Petroleum & Energy Studies
Dheradun, Uttarakhand, India



John C. Hitt,
President

1/7/14

Date



S. J. Chopra,
Chancellor
Dr. S.J. Chopra
Chancellor
University of Petroleum & Energy Studies
Bidholi Campus, Via Prem Nagar,
Dehradun 248007 Uttarakhand
January 20, 2014

Date



Legal content approved by:



UCF General Counsel's Office

12/17/13

Date

Ms. UPPAL SRISHTI

Upes Bidholi

Uttrakhand

248001 DEHRADUN

INDIA

srishtiuppal786@gmail.com

Paris, May 22th, 2018

Admission letter from ECE Paris

Dear **Ms. Srishti UPPAL**

I am very pleased to inform you of your acceptance to ECE Paris - Graduate School of Engineering. You have been admitted to this exchange program between **ECE Paris** and **University of Petroleum & Energy Studies (UPES)** under the following terms:

Academic year: 2018-2019

Study period: Semester 7

Program: Information Systems

Entry date: September 7th, 2018

Ending date: December, 21st, 2018

Retake exams: Early February 2019

Language of instruction: English

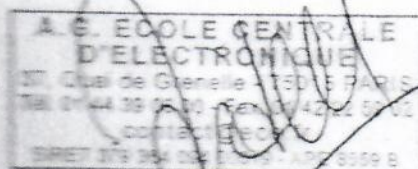
Induction will take place on Friday, **September 7th, 2018** at the following address:

*ECE Paris - Eiffel 2- Immeuble Pollux
37 Quai de Grenelle
75015 Paris, France.*

Your academic profile matches our expectations and we are confident you will make a valuable contribution to the ECE Paris. This offer of admission requires that you successfully complete all current course work.

On behalf of our entire community, I extend a warm welcome and best wishes for your success. We appreciate your interest in ECE Paris and hope you share our enthusiasm about your future in our institution.

Sincerely,



Julie PIDELL

Director of International Relations

Campus Eiffel : Ebs Paris, ECE, ECE TECH, ESCE, HEIP, CEDS, IFG

Eiffel 3- 37 Quai de Grenelle - 75015 Paris- France