

**GUEST LECTURES / VISITORS**



**Professor Rajesh Gopakumar** is a renowned theoretical physicist and currently is the Director of the International Centre for Theoretical Sciences (ICTS-TIFR), Bangalore, India. Professor Gopakumar's research is essentially focused on the topological string theory. He is primarily known for proposing the Gopakumar-Vafa duality and Gopakumar-Vafa invariants.

He delivered distinguished talk on: **“String Theory and Quest for Quantum Space-Time Theme”**.

His talk focused on dynamics of gravity, String theory and physics of black holes. His lecture not only delineated the general overview but provided a succinct silhouette of the connection between gravity and quantum field theories as well.



**Mr. Athula Kulatunga**, Head of Engineering Technology Department at Purdue University, West Lafayette, Indiana, USA addressed the students on the topic: “Advances in Power Transmission and Smart Grids” focusing on technological advancements going on across the globe. 22<sup>nd</sup> February 2017.



**Mr. Bivas Chatterjee** visited UPES as part of Digital India Week Celebrations between 21<sup>st</sup> March 2017 and 23<sup>rd</sup> March 2017 to deliberate on “Cyber Crimes & its investigation and dealing with electronic evidence in court room”. Mr. Biwas Special Public Prosecutor on Cyber and E- Evidence Law and Advocate at all the courts including High Court of Calcutta.



**Dr. D.K. Tuli**, Executive Director and Centre Coordinator (DBT-IOC Advanced Bio-Energy Research Centre, Faridabad), a well-known biofuel expert with over a decade of experience. He delivered talk on **“Cellulosic ethanol technology and Gap areas”**



**K. Shesha Giri from IRDE**, Dehradun delivered a guest lecture on the topic **“NIGHT VISION TECHNOLOGY THROUGH THERMAL IMAGING”** which covered current trends in DRDO applications and also technology of detecting the intruders at night over border range through Thermal Imaging techniques.



**Mr. Sandeep Kumar, Director** - Connected Mindz Mobile Solutions visited UPES to deliver a talk on **“Security in IoT and its impact”** during Digital India Week Celebrations at UPES between 21<sup>st</sup> March - 23<sup>rd</sup> March 2017 at UPES.



**Mr. R.K. Nair (Advocate)**, an expert in IP domain and in filing applications under Patent Cooperation Treaty elucidated the students with practical aspects of filing patents & also highlighted the multiple placement options for ET+IPR students during his talk entitled **“IPR Laws and Patent Filing”**.



**Mr. Dinesh Kumar Nadheria, Superintending Engineer** - RajasthanRajyaVidhyutUtpadan Nigam Limited (RRVUNL) deliberated on **“Thermal Power System, Project Management in Electrical Generation, Transmission and Distribution System”**.



**Mr. Ramandeep Singh, CEO** - QoS Technology delivered a talk on **“Role of engineering in Digital Economy”** during Digital India Week Celebrations between 21<sup>st</sup> March 2017 and 23<sup>rd</sup> March 2017 at UPES.



**Mr. Venkata Maruti, Project Leader** - DE Shaw delivered a talk on the topic: **“Big Data Analytics for Digital India & Finance Sector”**



**Shri Subrata Das General Manager (O-I-C)** from Reserve Bank of India to deliberate on the burning issue of **“Demonetization: Impact on Indian Economy”**. His talk focused on demonetization and its effect on primary, secondary and services sector. Further, Mr. Das discussed about Indian policy and banking sector and its impact on economy. His talk also covers money multiplier, public policy and amendments in the RBI act.



**Dr. V. K. Ahuja**, Associate Professor, University of Delhi delivered a lecture on ‘State Responsibility under International Law’ on 24th April 2017.





**Prof. (Dr.) Afzal Wani**, Professor, University School of Law and Legal Studies, GGSIP University, Delhi visited UPES for delivering a lecture on ‘Legal Research and Teaching Methods’ to our LLM students on 1st March, 2017.



**Advocate Rodney Ryder**, Partner, Scriboard Advocates & Legal Consultants, New Delhi visited UPES to conduct a workshop on the topic of “Management of the Expression of Ideas, Content and Software and Innovation Source Identifiers” during 11-13th April, 2017.



**Dr. Farrukh Khan**, Managing Partner at Diwan Advocates visited UPES to deliver a lecture on the topic of “IP and International Trade: Role of an IP Lawyer in the Industry”



**Prof. S. Sachidhanandam**, Professor Emeritus, NLU, Delhi and retired Vice Chancellor of Tamilnadu Dr. Ambedkar Law University delivered a lecture on the topic of Taxation Law specifically dealing with Income Tax on 17th April, 2017

## DISTINGUISHED ACHIEVEMENTS



An article by **Dr. S. K. Banerjee**, “An Empirical Approach to Periodic Redshifts” co-authored by J. V. Narlikar, IUCAA, PUNE, R. G. Vishwakarma, UnidadAcademica de Matematicas, Zacatecas, Mexico, P. K. Das, IAP, Bangalore and Christopher C. Fulton, School of Physics, University of Western Australia, Crawley, Australia has been published in Arp-Memorial Book, “The Galileo of Palomar : essays in memory of Halton Arp” edited by Christopher C. Fulton and Martin Kokus, published by C. Roy Keys Inc., Canada.



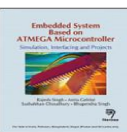
**Dr. Amit Agarwal**, Sr. Associate Prof. – Center for Information Technology, was conferred with “*Distinguished Academician Award*” during International Conference on Systemics, Cybernetics and Informatics (ICSCI-2017), 9<sup>th</sup>-12<sup>th</sup> March 2017, Hyderabad.



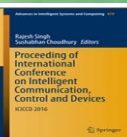
**Dr. Jagdish Chandra Patni**, Assistant Prof. CoES was a session chair during International Conference on Recent Developments in Science, Technology, Humanities And Management (ICRDSTHM-17) held in Kuala Lumpur , Malasia from 28<sup>th</sup> – 29<sup>th</sup> April 2017



**Dr. Rajeev Kumar Gupta**, HOD – Physics Dept., delivered a talk on “Effect of anti-icing coating on the wings of aircraft” at CYIENT, Hyderabad on 18<sup>th</sup>Jan , 2017



**Dr. Rajesh Singh, Ms. Anita Gehlot, Dr. Sushabhan Choudhury and Mr. Bhupendra Singh** authorized a book on “Embedded System based on Atmega Microcontroller-Simulation, Interfacing and Projects”, with Narosa Publishing House, ISBN: 978-81-8487-5720



**Dr. Rajesh Singh, Dr. Sushabhan Choudhury** are the editors of “Proceeding of International Conference on Intelligent Communication, Control and Devices” ICICCD 2016’ published by AISC book series, Springer. ISBN: 978-981-10-1707-0 (Print) 978-981-10-1708-7 (Online)



**Dr. Sumeet Gupta, Dr. P Kavidayal, and Dr. Vinay Kandpal** of CoMES published a book on “Prism of Banking & Financial Services”, ABS Books, ISBN: 978-93-86088-34-5





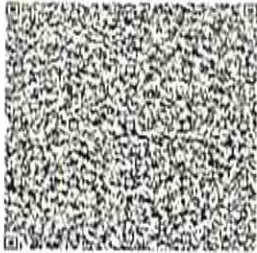
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## INDIA NON JUDICIAL

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#### e-Stamp

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Unique Doc. Reference : SUBIN-DL84040321970106862172P  
Purchased by : UPES  
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Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : UPES  
Second Party : Not Applicable  
Stamp Duty Paid By : UPES  
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#### MASTER AGREEMENT

This Master Agreement ("Agreement") is made and entered into this 28<sup>th</sup> day of March, Two Thousand Seventeen (2017), effective from April 1, 2017 ("Effective Date") by and between

**UNIVERSITY OF PETROLEUM AND ENERGY STUDIES** a university established under the University of Petroleum and Energy Studies Act, 2003, enacted by the State of Uttarakhand, having its Campus at Energy Acres, P.O. Bidholi via Prem Nagar, Dehradun through its Registrar, Mr.

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

  
Registrar



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#### Statutory Alert:

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Abhay Sharma, hereinafter referred to as "Univeristy" which expression shall mean and include its successors and permitted assigns of the second part;

**AND**

**GRASIM INDUSTRIES LTD.**, a company incorporated under the provisions of Companies Act, 1956 having its Registered Office at Birlagram Nagda, Ujjain- 456331, Madhya Pradesh, India (hereinafter referred to as "**Grasim**", through Mr. Anil Rustogi, Dy. CFO (Pulp & Fibre Business) duly authorized vide Power of Attorney dt. November 22, 2016 which expression unless repugnant to the context shall mean and include its successors and permitted assigns), of the one part,

Grasim and University are hereinafter individually also referred to as 'Party' and collectively as 'Parties'.

**WHEREAS** Grasim is a global leader in Viscose Staple Fibre ("VSF") and major in cement and chlor-alkali in India.

The Pulp and Fibre Innovation Centre (PFIC) a division of Grasim Industries Limited is the latest and most advanced R&D centre for the Pulp & Fibre business focusing on technology projects in areas of product development and enhancement, sustainable processes, quality improvement, along with reduction in energy footprint.

**WHEREAS** University is a domain specific, innovative institution offering industry-focused specialized graduate, post graduate and doctoral programs in key areas such as Energy, Infrastructure, Transportation, Information Technology, Design, Planning & Architecture, Public Policy and Legal Studies.

**WHEREAS** Grasim and University have agreed to collaborate for promotion of education, research and innovation under which M. Tech. students will carry out their Research Project work at Grasim /University as applicable, **and**

**WHEREAS** to this end, Grasim and University have negotiated certain terms and conditions set forth in this Agreement on the basis of which they may collaborate in future.

**NOW THEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS:**

**1. Objective of the Agreement**

- 1.1 To collaborate for promotion of education, research and innovation and directing research and development projects which are relevant to Grasim and have high prospects of commercialization in the area of development of new products, processes and technologies and on improvement of product quality and process performance.
- 1.2 To provide opportunity to M. Tech. Students (hereinafter called "**Trainee**") enrolled at University to carry out their major project work (not less than 1 year duration) primarily at Grasim on an identified topic/area of mutual interest. The Fellow may be required to work at University as per Grasim's instructions.



1.3.1 For the same, Grasim shall endeavor to provide a maximum of six (6) research internships to University each year.

## 2. Definitions

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

- (i) **“Intellectual Property Rights”** means the rights in patent(s), copyright(s), design(s) and other intellectual property rights whatsoever (whether registered or not) with respect to the research work.
- (ii) **“Research Project”** means projects of interest to Grasim as per Section 4 of this Agreement.

## 3. Registration of M. Tech. Students

- 1) University shall nominate M.Tech. Students every year to carry out their major M. Tech. project work at Grasim and provide such student's CVs thereof to be considered by Grasim.
- 2) Grasim shall only consider M. Tech. students having a minimum CGPA of 7.0 (B+) on a scale of 10 after the 2<sup>nd</sup> semester for M.Tech. Project work.
- 3) Grasim may interview students to find suitability to its current projects. Grasim may, at its sole discretion reject all the students nominated by University if not found suitable for the projects. Upon completion of the Research Project, Grasim may, at its sole discretion offer an employment contract to such students whose performance is found satisfactory, subject to the student completing the degree course from University successfully, and qualifying Grasim's pre-offer tests, including but not limited to background verification, medical test, etc. Notwithstanding anything to the contrary, Grasim shall be under no obligation to offer any of the student an employment offer.

## 4. Project Identification, Approvals and Monitoring

The Research Project to be carried out by the **Trainee** shall be identified by Grasim. The supervisors/co-supervisors from University and Grasim shall be responsible for monitoring the progress in the project and jointly reporting to Grasim.

## 5. Fellowship Payment and General Terms & Conditions

The payments to Trainees will be as given below:

No.	Item	Amount payable / Conditions
1	Monthly payment	<ul style="list-style-type: none"> <li>• A monthly stipend of Rs.22,000 shall be paid by Grasim</li> <li>• Stipend will be provided by Grasim directly to the students on a monthly basis</li> </ul>
2	Travel Reimbursement	<ul style="list-style-type: none"> <li>• If the Trainee is required to travel for project work the company will reimburse travel expenses on furnishing original bills. The student is eligible for reimbursements for travel by 3AC and local conveyance.</li> </ul>
3	Accommodation	No accommodation will be provided by Grasim to students
4	Tenure	One year

## 6. Leave in Fulfillment of Course Academics

- 6.1 The Trainee is required to travel to the University campus for fulfillment of Academic requirements. Grasim will allow for appropriate leaves in accordance with this Section 6 to allow students to fulfill such requirements. Travel expenses will be borne by the student.
- 6.2 In any case, such leave will be limited to a maximum of two tranches of 5 days each during the year. Any additional leaves availed of by the Trainee beyond the permissible leave policy designed by Grasim for Trainees shall lead to pro-rated stipends. Any absence for four (4) weeks or more may lead to termination of fellowship for such particular Trainee, at the sole discretion of Grasim.
- 6.3 The Trainee will give at least a month's notice to Grasim in writing to avail of this leave.

## 7. Infrastructure Facility

- 7.1 The Research Project work shall essentially be carried out at Grasim's facility, or such other facility as may be directed by Grasim from time to time. Grasim may require the Research Project work or parts thereof to be completed from University campus.
- 7.2 The Supervisor(s) from University and Grasim shall ensure arrangement and availability of all the infrastructure and research facilities at their respective places to carry out the Research Project. They shall also be responsible for the progress of the Research Project and attendance of the Trainees. Grasim shall make available the premises and infrastructure as available to its other researchers. Grasim may further prohibit entries to certain parts of its facility or provide access to only specified areas to the Trainees. The Trainees and supervisors shall comply with all such instructions, including but not limited to handling and safety instructions, as provided to them by Grasim. Trainees and the

supervisors shall further abide with all such rules which may be applicable to the factory premises or other Grasim facility, when they are on Grasim facility.

## **8. Performance Evaluation**

8.1 Grasim and University shall jointly review the "Progress Report" on a semester basis and send a "Technical Progress Report" on the project every semester to Grasim.

## **9. Intellectual Property**

- 9.1 University agrees that any Intellectual Property Right including but not limited to inventions capable for being patented, any copyrightable work, design, trademark, etc. ("Grasim IP") created by the Trainee during the term of their engagement with Grasim or using the information, R&D facility and infrastructure provided by Grasim shall be considered as 'commissioned works' under the Intellectual Property regime and shall be owned by Grasim since inception. University or the Trainee shall not at any time contest Grasim's ownership of such Grasim IP and assist at the cost and expense of Grasim to enable Grasim register and perfect its title on such Grasim IP.
- 9.2 University and the Trainee hereby agree not to assert their moral rights in such Grasim IP. Further, University and Trainee shall seek prior written permission in making any disclosures regarding such inventions, discoveries, compilations etc. created, which may be afforded adequate Intellectual Property Right protection under the applicable laws in academic research papers, publications, or otherwise.
- 9.3 University and Trainee hereby agree not to perform work in a manner which may infringe upon third party Intellectual Property Rights, or dilute Grasim IP in any manner.
- 9.4 Grasim may, at its sole option offer University or the Trainee for joint commercialization of such Grasim IP. If Grasim chooses to jointly commercialize Grasim IP, Grasim shall further discuss with University and the Trainee.
- 9.5 University and the Trainee agree not to divulge any information or research work completed in any internship or otherwise with any other organization. To the extent University and the Trainee utilize any technical information developed by University or Trainee prior to their engagement under this Agreement, University and Trainee shall inform the same to Grasim before utilizing any such prior technical information. If University or Trainee fails to inform Grasim before utilization of such prior technical information, such prior technical information to the extent incorporated shall be deemed to be Grasim IP.
- 9.6 This Section 9.5 shall survive any termination or expiry of this Agreement.

## **10. Confidentiality**

10.1 Confidential Information includes but is not limited to all data, plans, diagrams, instructions, pre-existing Intellectual Property, technology, analysis, reports, strategic plans, processes, operations, layouts, drawings, samples, compilations, studies, forecasts, lists, summaries, notes, business and financial information, and all other documents and materials concerning Grasim, its affiliates including such portions of

third party confidential information disclosed by Grasim as a part of this Agreement. Each Party shall protect the Confidential Information shared by the other and shall use the Confidential Information strictly for the purpose of this Agreement. The Parties hereto agree that they will not at any time during the Term of this Agreement, without the prior written consent of the other Party, disclose the existence of, or the terms, any technical information of each other and conditions set forth in this Agreement. Only those individuals and representatives of the Parties, and their respective legal and financial advisors, with a need to know and for the sole basis of advising the respective Parties concerning the transactions contemplated hereby, shall be permitted to receive knowledge of the information contained herein, upon signing confidentiality undertaking at least as stringent as this Agreement.

10.2 University and Trainees covered under this Agreement shall at all times treat as strictly confidential the "Confidential Information" generated and/or acquired by them pursuant hereto in the Research Project. They shall not disclose, publish, use or apply the same for any purpose other than those specified in this Agreement.

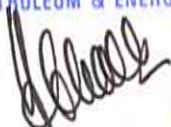
10.3 All Trainees and their respective supervisors from University shall sign a Non-Disclosure Agreement with Grasim with respect to the Confidential Information disclosed under this Agreement.

10.4 Nothing stated in Article 10.1 hereof shall apply in relation to:

- (i) Any Confidential Information which was already in the public domain prior to this Agreement or comes out in the public domain hereafter for no default or failure on the part of the Trainees receiving such Technical Information.
- (ii) Subject to the terms of this Agreement, any Confidential Information which the Trainees can prove to have independently developed prior to the disclosure under this Agreement.
- (iii) Any Confidential Information which the Trainees 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 Grasim.
- (iv) Trainees shall promptly inform Grasim of any infringement or other infraction of the Intellectual Property Rights pertaining to the Confidential Information or of Grasim IP to prevent further breach or infraction or to protect and maintain the Intellectual Property Rights. The obligations contained in this Section 10 shall survive any termination or expiry for a period of five (5) years from date of expiry.

## 11 Disbursement of Stipend

- (i) Disbursement of Stipend amount to the Trainees shall be through Grasim.
- (ii) Disbursement of Travel Expenses/Out of Pocket expenses to Trainees shall be made by Grasim directly on furnishing of original bills.
- (iii) Any amounts payable under this Agreement shall be paid only to the Trainees and University shall not make any claims for reimbursements or stipends on behalf of M.Tech. Fellows. Notwithstanding anything to the contrary contained herein or





otherwise, the total aggregate liability of Grasim under this Agreement shall be limited to the unpaid portions of stipend payable under this Section 11.

## **12 Representations, warranties and covenants**

### **12.1 University represents and warrants that-**

12.1.1 It is a Private University established in the year 2003 through University of Petroleum and Energy Studies Act, 2003 of the State Legislature of Uttarakhand and has the authority to conduct its business as an educational institution including authority to grant degrees to the Trainees and other students, and to enter into this Agreement;

12.1.2 It has informed and sensitized Trainees of its obligations under this Agreement and shall be bound by this Agreement in event of any breach by its Trainees, or supervisors, or such other authorized persons, who may be engaged for the purpose of this Agreement from time to time.

12.1.3 It shall not enter into any such agreements, memorandum of understandings, contracts or such similar arrangements, or do such acts or omissions which are prohibited by law.

### **12.2 University covenants that it shall cause all the Trainees and supervisors sign and are educated with the General Terms and Conditions and the Declaration annexed as Annexure A and Annexure B to this Agreement and return a duly signed copy to Grasim. University shall not allow any person to obtain Confidential Information of Grasim or work on Research Project, in any capacity whatsoever without getting such Annexure A and Annexure B signed and duly informing such person of University's obligations under this Agreement, and the Trainee and supervisor's obligations under Annexure A and Annexure B.**

### **12.3 Grasim represents and warrants that-**

12.3.1 It is validly organized under laws of India and has the authority to enter into this Agreement;

12.3.2 It has or shall have all such licenses, permits, authorizations, no-objection certificates etc. as may be required from time to time under the relevant law to conduct its business, provided however that if any permit, licenses, authorizations etc. are required by the Trainees or supervisors to perform under this Agreement, under the relevant labor or industrial laws or otherwise, University shall be solely responsible to procure them and Grasim shall provide all such reasonable assistance as may be required.

## **13 Remedies**

13.1 In the event of any breach by the Trainees of any of the terms and conditions contained herein or their offer letter, University shall co-operate and enable Grasim to obtain all such remedies under this Agreement, agreement with the Trainees, or applicable law, as may be deemed adequate by Grasim. The remedies contained herein are cumulative and not exhaustive and any remedy available under applicable law shall be available to Grasim.



- 13.2 In event University breaches any of the covenants regarding the selection of Trainees, or makes false representations regarding its accreditation/affiliations, as may be applicable, Grasim may, at its sole discretion terminate the Agreement including ongoing internships without any liability whatsoever. Grasim may further terminate this Agreement including all ongoing internships without any liability whatsoever in the event of breach of any policies, including but not limited to all safety procedures to be followed at the premises.
- 13.3 Notwithstanding anything to the contrary contained herein, Grasim may, at its sole discretion, seek such injunctive or other relief from the court as it may be required to protect Grasim from any damage or further damage arising from the aforesaid breach.

#### 14 **General Provisions**

- 14.1 Amendments: No amendment or modification of this Agreement 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.
- 14.2 Invalidity of any provision hereunder or contravention thereby of any law, rule or regulation shall not affect the validity of other provisions.
- 14.3 This Master Agreement including all annexures, schedules or memorandum signed pursuant to this Agreement constitute the complete understanding of the Parties on the subject matter and supersedes all prior agreements and understandings- oral or written. Any delay or failure of insistence of enforcing any term of this Agreement shall not constitute waiver.
- 14.4 The addresses of the Parties hereto are as follows:

##### **Grasim Industries Ltd.**

**Attention: President, R&D,** Pulp and Fibre Innovation Centre (PFIC)

Grasim Industries Ltd.,

Pulp and Fibre Innovation Centre (PFIC),

Pulp and Fibre Business, Hub Town Solaris,

5<sup>th</sup> Floor 501 A & 502, Prof. N. S. Phadke Marg,

Andheri East, Mumbai 400069

Phone: +91 22 61957717

##### **University of Petroleum & Energy Studies**

**Attention: Vice Chancellor, UPES**

Energy Acres, Village Bidholi, *via* Prem Nagar, Dehradun 248007

Phones: +91 0135 2102690/91; 0135 2776089-96 Fax: 0135 2776094

14.4 Notices and written statements required hereunder shall be deemed effective when sent by mail, courier or facsimile to the above addresses. Facsimile messages shall be confirmed by the delivery of the hard copy in original.

15 **Effective Date**

The Agreement shall be effective as of the Effective Date.

16 **Tenure and Termination**

This Agreement will take effect from the date of signing this Agreement and will remain valid for five years and may be renewed thereafter, if mutually agreed, after suitable review. Violation of any terms of this Agreement will result in termination of the Agreement by giving 60 days' notice to the defaulting party.

**Notwithstanding the termination of this Agreement by any Party, the Parties will continue with the activities in process till the time the respective activity is achieved in a manner as agreed upon mutually.**

17. **Dispute Resolution**

Should there be a dispute relating to any aspect of the Agreement remaining unresolved at the level of the President (R&D), Grasim Industries Ltd. and Vice Chancellor, University, it shall be referred to the President (R&D), Grasim and the Vice Chancellor, University, who shall jointly resolve the dispute within 30 days in a spirit of mutual respect and shared responsibility.

18 **Arbitration**

Any disputes, if unresolved at the President (R&D), Grasim and the Vice Chancellor, UPES level (as provided in Section 15), shall be finally settled by the sole Arbitrator appointed by both the Parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and/or any statutory modification or re-enactment thereof. The Arbitration shall be conducted in the English language in accordance with the provisions of the said Act. The seat of arbitration shall be Mumbai. The expenses of the Arbitration proceedings shall be borne by each party in equal proportion.

19 **Governing Law and Jurisdiction**

This Agreement shall be construed and governed by the laws of India. Any dispute arising out of this Agreement shall be resolved through discussions in good faith with a view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and cooperation. In the event the dispute persists, the Parties agree to submit to the exclusive jurisdiction of the Courts in Mumbai.




**20 Signatures of the Parties**

The Agreement has been executed in two originals; one of these has been retained by Grasim and University each.

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

**Grasim Industries Ltd.**

Pulp and Fibre Innovation Centre (PFIC)  
Studies


Signature: 

Name: Mr. Anil Rustogi

Designation: Dy. CFO

**UPES**

University of Petroleum & Energy  
UNIVERSITY OF PETROLEUM & ENERGY STUDIES

Signature:  Registrar

Name: Mr. Abhay Sharma


Designation: Registrar, UPES

**WITNESS**

Signature 

Name  
SHOBA BANGARJEE  
BUSINESS HR - R&D

**WITNESS**

Signature 

Name Usha Nath  
Dy. Director  
UPES

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are applicable to all students and mentors of such students of identified universities ("University") engaged by Grasim Industries Ltd. ("Grasim") to complete the compulsory internship/traineeship requirements as per the course curriculum designed by the University, at the request of the university.

By accepting the internship/traineeship with Grasim, the Trainees agree to comply with all the terms and conditions contained herein and such additional conditions as may be notified by Grasim from time to time.

### 1. DEFINITIONS

Unless not specifically defined here, each capitalized word shall have the meaning assigned to them in the specific section.

- a. Confidential Information- has the meaning assigned to it under section 4(a);
- b. Grasim IP- shall mean Intellectual Property owned, developed by Grasim, or such projects, ideas, concepts and works which have the potential to be registered as Intellectual Property owned by Grasim.
- c. Intellectual Property- shall mean all such forms of intellectual property including but not limited to patents, trademarks, copyright, designs as per the applicable law.
- d. Research Project- shall mean such project identified by Grasim on which the Trainee shall work during traineeship period.
- e. Trainee(s)- shall mean all the students who undergo traineeship with Grasim and include the mentors from the University, if any.

### 2. TERMS & CONDITIONS

The Trainee shall comply with all the applicable policies, code of conduct and

safety procedures as applicable in the Grasim Premise.

This traineeship does not imply employment in any manner. The Trainees shall not, at any time make any claim for employment or claim such benefits or emoluments which Grasim makes to its employees. Grasim shall not be obligated to make offer of employment at the successful completion of the traineeship. However, Grasim may, at its sole discretion make such offer for employment to the Trainees. Any such offer shall be governed by separate terms and conditions if the same is accepted by the Trainee.


### 3. REPRESENTATIONS & WARRANTIES

The Trainee represent and warrants that -

- a. All information furnished by the Trainee to Grasim is true and correct;
- b. No material fact has been withheld or omitted or any misrepresentation made in relation to the background verification or health requirements as may be applicable pursuant to Grasim's policies or as per the law;
- c. The Trainee has read and understood all terms and conditions of this engagement for traineeship and agrees to comply with the same.

### 4. CONFIDENTIALITY

- a. Confidential Information includes but is not limited to all data, plans, diagrams, instructions, pre-existing Intellectual Property, technology, analysis, reports, strategic plans, processes, operations, layouts, drawings, samples, compilations, studies, forecasts, lists, summaries, notes, business and financial information, and all other documents and materials concerning Grasim, its affiliates including such portions of third party confidential



## GENERAL TERMS AND CONDITIONS

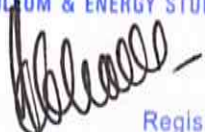
information disclosed by Grasim as a part of this Agreement. Trainee shall protect the Confidential Information shared by Grasim and shall use the Confidential Information strictly for the purpose of this Agreement. The Trainee hereto agree that they will not at any time during the Term of this Agreement, without the prior written consent of the other Party, disclose the existence of, or the terms, any technical information of each other and conditions set forth in this Agreement.

- b. Trainee shall promptly inform Grasim of any infringement or other infraction of the Intellectual Property Rights pertaining to the Confidential Information or of Grasim IP to prevent further breach or infraction or to protect and maintain the Intellectual Property Rights. The obligations contained in this Section 10 shall survive any termination or expiry for a period of five (5) years from date of expiry.

### 5. INTELLECTUAL PROPERTY

- a. Trainee agrees that any Intellectual Property Right including but not limited to inventions capable for being patented, any copyrightable work, design, trademark, etc. ("**Grasim IP**") created by the Trainee during the Term or using the information, R&D facility and infrastructure provided by Grasim shall be considered as 'commissioned works' under the Intellectual Property regime and shall be owned by Grasim since inception. Trainee shall not at any time contest Grasim's ownership of such Grasim IP and assist at the cost and expense of Grasim to enable Grasim register and perfect its title on such Grasim IP.

- b. The Trainee hereby agree not to assert their moral rights in such Grasim IP. Further, the Trainee shall seek prior written permission in making any disclosures regarding such inventions, discoveries, compilations etc. created, which may be afforded adequate Intellectual Property Right protection under the applicable laws in academic research papers, publications, or otherwise.
- c. The Trainee hereby agree not to perform work in a manner which may infringe upon third party Intellectual Property Rights, or dilute Grasim IP in any manner.
- d. The Trainee agrees not to divulge any information or research work completed in any internship or otherwise with any other organization to Grasim. To the extent Trainee utilize any technical information developed by the University or the Trainee prior to their engagement under this Agreement, Trainee shall inform the same to Grasim before utilizing any such prior technical information. If Trainee fails to inform Grasim before utilization of such prior technical information, such prior technical information to the extent incorporated shall be deemed to be Grasim IP.
- e. To the extent any third party licensed materials are used in the Research Project, the Trainee shall comply with all applicable license terms and conditions as required by such third party licensor.
- f. This Section 5 shall survive any termination or expiry of these General Terms and Conditions or the Master Agreement.



## GENERAL TERMS AND CONDITIONS

### 6. TERM & TERMINATION

The duration of the traineeship is 1 (one) year. During this period, the Trainee shall perform such work relating to the Research Project as may be identified by Grasim.

Grasim may, at its sole discretion terminate the internship/traineeship of the Trainees immediately if-

- a. The Trainees are not found suitable for the Research Project, or the performance, when evaluated by Grasim is not found satisfactory;
- b. The Trainee breach any term contained herein, or prejudice the safety of other colleagues or employees at Grasim Premises by non-compliance with the applicable safety procedures and guidelines;
- c. For any acts of negligence, misconduct, insubordination, fraud, breaching code of conduct of Grasim;
- d. If the Master Agreement with the University is terminated for any reason whatsoever.

Grasim may terminate traineeship/internship by providing a notice of fifteen (15) days if the Research Project is abandoned by Grasim. In such scenario, Grasim may, in its sole discretion, and subject to availability, provide alternate Research project to the Trainee.

### 7. GOVERNING LAW & JURISDICTION

These General Terms and Conditions are governed by the laws in India. Any dispute arising under this Agreement shall be escalated to the President, R&D, Grasim Industries Ltd. and Vice Chancellor of the University. Disputes which cannot be resolved amicably shall be subject to exclusive jurisdiction of courts in Mumbai.

### 8. MISCELLANEOUS

- a. Any delay or failure to insist on performance of any of the provisions herein by Grasim shall not be deemed to be a waiver.
- b. Performance under these General Terms and Conditions cannot be assigned except by prior written approval of Grasim.
- c. Any section, which by nature should survive shall deem to survive any termination or expiry of these General Terms and Conditions.
- d. Grasim has entered into a Master Agreement with the University. These General Terms and Conditions, the Master Agreement with the University as informed to the Trainee by the University and the Declaration attached as Annexure B shall together constitute the trainee contract, which shall govern Trainee's engagement with Grasim for training.

9. These General Terms and Conditions come into force on returning countersigned copy of these General Terms and Conditions along with the Confidentiality and Intellectual Property undertaking or on commencement of the traineeship period, whichever is earlier, and shall continue to apply till expiry/ terminate, except such clauses which are deemed to survive any termination or expiry.

**These General Terms and Conditions have been fully understood, acknowledged and accepted by the Trainee. By signing hereunder, the Trainee agrees that the training is subject to acceptance and compliance with these General Terms and Conditions and all the associated**



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GENERAL TERMS AND CONDITIONS

**documents as mentioned in these General  
Terms and Conditions by the Trainee.**

Agreed and accepted by-

*(Trainee signature)*

*(Trainee Name)*

*(Name of the University)*

Date:

Place:

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar





## DECLARATION

I, \_\_\_\_\_, having PAN card no./Adhaar no. \_\_\_\_\_ (hereinafter the "Recipient") shall be a recipient of the Confidential Information from Grasim Industries Ltd. ("Grasim") to carry out/ mentor Trainees to carry out the Research Project mandated by the University of Petroleum and Energy Studies ("University"). With regards the Confidential Information shared and the Research Project carried out, I hereby agree that:

1. I shall, at all times keep confidential all Confidential Information shared by Grasim and use it only for the Research Project and not any other purpose.
2. I shall not make any publication or presentation, academic or otherwise relating to the Confidential Information or the Research Project without prior written permission from Grasim.
3. If I am already aware of Confidential Information provided by Grasim through any other source, I will immediately notify the same to Grasim. To the extent Grasim is able to validate the availability of such Confidential Information in public domain, I shall not be liable for any breach of Confidential Information.
4. I understand that any work performed by me pursuant to the Research Project shall be construed to be 'commissioned works' or 'works for hire', or equivalent term under the terms usually understood by business industry or applicable law. I shall not, claim any Intellectual Property rights arising out of or in connection with my work on the Research Projects or perform my work in a manner so as to infringe upon Grasim's Intellectual Property. In the event any intellectual property owned by a third party and licensed to Grasim has been provided to me to carry out my work towards the Research Project, I shall comply with all the licensing terms and conditions provided to me by Grasim.
5. If, during my performance toward the Research Project, I provide to Grasim any of my pre-existing Intellectual Property, I will inform Grasim of the same. If I fail to inform Grasim in time, I understand that I would have deemed to have acknowledged Grasim's ownership on such pre-existing Intellectual Property.
6. I shall not, at any time claim moral rights or such equivalent rights in the Intellectual Property arising from or in relation with my work on the Research Projects.
7. I shall always comply with all safety procedures, code of conduct and such policies of Grasim as may be informed to me from time to time.
8. In event of any breach of General Terms and Conditions under Annexure A or this Declaration under Annexure B, I shall fully indemnify and hold Grasim harmless against any loss, damage, cost, expenses or claims arising out of my conduct.
9. I understand that Grasim may further claim all such remedies as may be deemed fit in sole discretion of Grasim, including but not limited to injunction, specific relief or such other remedies available under law. I shall co-operate with Grasim to safeguard its interest in the best possible manner.



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**DECLARATION**

10. I understand that any breach of this Annexure B or Annexure A by me may entail immediate termination, or such remedies as Grasim may deem fit. I further understand that none of the remedies contained in Annexure A and Annexure B are exhaustive, but cumulative along with all such remedies available under the applicable law.
11. I agree that any delay or failure by Grasim in enforcing any of my obligations towards Grasim shall not be deemed to be waiver in any manner, whatsoever.
12. I agree that the offer letter, Annexure A and Annexure B shall all be interpreted as per laws of India and shall be subject to jurisdiction of courts in Mumbai only.

**This Declaration have been fully understood, acknowledged and accepted by me.**

Agreed and accepted by-

(Recipient Signature)  
(Recipient Name)  
(Name of the University)  
Date:  
Place:

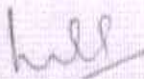


Date: 06 April. 2017

To whosoever it may concern

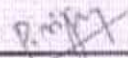
I, the Dean of Engineering and I, HOD Chemical Engineering, do undertake to inform and sensitize the M. Tech Interns, supervisors or such other authorized persons under the MOU for one year internships at Grasim of their obligations under the Agreement effective 1<sup>st</sup> April, 2017 per the documents Annexure A & Annexure B.

And further ensure that all students & faculty associated with the said internship sign the Documents Annexure A & Annexure B before commencement of the said Internships.

Signature: 

Signatory: Dean, College of Engineering



Signature:  (Dr. P. V. JAY)

Signatory: HOD , Chemical Engineering

5/27/14 11:00



महाराष्ट्र MAHARASHTRA

2016

Y 383997



POWER OF ATTORNEY

प्रधान मुद्रांक कार्यालय, मुंबई  
प. स. वि. क्र. ८००००९  
NOV 2016

KNOW ALL MEN by these presents that GRASIM INDUSTRIES LIMITED, a Company incorporated and registered within the meaning of the Companies Act, 1956/2013 and having CIN No. L17124MP1947PLC000410 and having its Registered Office at Birlagram, Nagda - 456 331, in the State of Madhya Pradesh and Corporate Office at A-2, Aditya Birla Centre, S.K. Ahire Marg, Worli, Mumbai - 400 030 in the State of Maharashtra (hereinafter called "the Company") DO HEREBY CONSTITUTE AND APPOINT MR. ANIL RUSTOGI, SON OF LATE MR. JAGDISH PRASAD RUSTOGI, DY. CFO, PULP AND FIBRE BUSINESS OF THE COMPANY as true and lawful attorney of the Company to (without prejudice to the generality of the powers exercisable by him as such Dy. CFO of Pulp and Fibre Business) do, perform and execute in particular, the following acts, matters, deeds and things mentioned hereunder in connection with work pertaining only to Pulp & Fibre Business of the Company (hereinafter referred to as the "said Business"):

Operate Bank Accounts, draw and endorse cheques and execute Bank documents

- 1 To operate all the bank accounts of the said Business, whether current, fixed deposits, savings, overdrafts, cash credit or any other accounts with any Bank or Banks and to represent the said Business in any dealings with any Bank or Banks and to pay into the account or accounts any moneys, received in the course of the business of the said Business and subject to the proviso contained in Clause 26 herein below, withdraw amounts standing to the credit of any such account or accounts and to sign, execute or endorse all cheques, hundies, pay orders, bills of exchange, Usance Bills, Promissory Notes and other negotiable Instruments and to execute agreements, indemnities, guarantees and such other documents as may be required to avail of the credit facilities from the Company's Bankers in the ordinary course of business of the said Business.





- |   |   |
|---|---|
| Authorise payment   | 2 To authorize payment and sign and/or certify cash, bank and Journal vouchers.   |
| Purchase and Sell Property  | 3 To purchase or sell or contract for purchase or sale in the ordinary course of business any movable and immovable property, necessary or useful for the business of the said Business under separate agreement, deed or document as may be required, subject to the proviso contained in Clause 26 herein below.  |
| Execute lease agreements, lease deeds, etc.                                   | 4 To take possession of land and to execute lease agreements, lease-cum-sale agreements, lease deeds or any other agreements, undertakings, deeds and documents as may be required in connection with taking possession of the land or any other property for the projects of the said Business.  |
| Sign & Endorse Cheques, Negotiable Instruments, Railway Receipts              | 5 To sign, endorse, accept, execute or authenticate all cheques, hundies, pay orders, bills of entry, bills of exchange, usance bills, pronotes, bills and delivery orders, negotiable instruments, stock reports, vouchers including journal vouchers, debit and credit notes, receipts or discharges whether for money or for goods, balance confirmations, acknowledgements, assignments of insurance policies and/or cover notes, bills of lading, railway receipts, motor receipts, and other documents of title of goods and letters of credit, counter guarantees, trust receipts and other documents, subject to the proviso contained in Clause 26 herein below. |
| Receive moneys from Government Department                                     | 6 To receive moneys payable to or due to the said Business from the Government authorities or any other department of the Government of India or State Government or any other public authority.  |
| Purchase and sell raw materials, auxiliary materials, packing materials, etc. | 7 To purchase or contract for purchase and to take or give on loan, hire purchase, lease in any part of India or elsewhere, for immediate or future delivery of raw materials, auxiliary materials, packing materials, stores materials, chemicals, spares and things and other articles and things, necessary or desirable to enable the said Business to carry on its normal activities in the ordinary course of business (hereinafter for brevity's sake referred to as 'the said goods and things') and to sell back, resell or to send for sale to any part of India or elsewhere all or any of the said goods and things.  |
| Provide advance to suppliers  | 8 In order to purchase or contract for purchase as provided in the preceding clauses, to make advances in the ordinary course of business to the suppliers of the said goods and things and for other movable and immovable properties (including plant and machinery) on such terms and conditions as are usual or as may be in accordance with the practice and custom of the market.   |





Maintain and defend movable and immovable property

9 To get repaired and keep in repairs the movable and immovable properties (including plant and machinery) of the of the said Business, and to insure the same against damage by fire, tempest, accident, riot, lightning and other risks and also to use and take all such lawful ways and means as may be necessary for defending and protecting the said movable and immovable properties (including plant and machinery) of the said Business.

Maintain various records

10 To look after and supervise the keeping and maintaining of the records and books as may be required under the provisions of the Companies Act and/or other legislations governing the affairs of the said Business and otherwise to ensure compliance with the provisions of such laws and to do all such acts, deeds, and things as may be necessary or expedient to ensure compliance with such laws as also to appear and represent the said Business, before any officer or authority or court/bench appointed under any such laws for the time being in force.

Sign correspondence, returns, etc.

11 To sign correspondence, statements, returns, applications, sales bills and invoices and/or other forms including AR-1 Form as required or necessary under the Central Excise or Customs Laws and Rules framed thereunder and also to sign the accounts and registers maintained by the said Business for the purpose of the Excise and Customs as and when necessary or required by the concerned Authorities and attest any corrections which may be made in the said accounts, registers, statements, returns, applications, forms and other records.

Sign papers and documents

12 To sign, execute and deliver on behalf of the said Business all papers, correspondence and receipts, bills of lading, forwarding notes, railway receipts, customs house warrants and other documents of title and all other deeds and assurances and documents for the due completion and performance of all transactions in the ordinary course of business of the said Business.

Deal with Government Authorities

13 To correspond, negotiate, finalize and deal with and sign various papers, agreements, deeds, documents, writings, etc., as may be required from time to time, with various authorities, including but not limited to Central and State Governments, Municipal authorities, Excise and Customs department, Income Tax Authorities, Sales tax authorities, Electricity and Telephone authorities, Railways and/ or any other firm, body corporate or agency as may be necessary, in the best interest of the Company and as may be deemed proper for or in relation to the Company.





Recover Dues

14 In the name of the Company and on its behalf to ask, demand, sue for, recover and receive, every person and every body politic or corporate whom it shall or may concern, all sums of money debts, dues, goods, wares, merchandise, chattels, effects and things of whatsoever nature or description which now are or which at any time, during the subsistence of these presents, shall or may have or become due, owing or belonging to the Company in or by any right, title, ways or means howsoever, or otherwise become due or payable to the Company and upon receipt thereof or of any part thereof in the name of the Company or in his name or otherwise as the case may require to make, sign, execute and deliver such receipts, release or other discharges for the same respectively as the Attorney shall think fit or be advised.

Examine Records

15 To examine all books, papers, documents or other records relating to the business of the said Business in possession of any third party and where such books, papers, documents or other records are the properties of the said Business to take possession of the same.

Commence and carry on legal proceedings

16 To commence, prosecute, enforce, defend, answer, oppose or appear or appeal in, all actions and other legal proceedings and demands whether civil, criminal, political, administrative or revenue, or proceedings relating to the customs or excise duties, sales tax, value added tax, service tax, entry tax, Income-tax, super tax, wealth tax, registered firms tax, professional tax and all taxes on income or otherwise and to accept service of notices or processes touching any of the matters aforesaid or any other matters in which the Company is or may hereafter be interested or concerned and also if thought fit, to compromise, refer to arbitration, submit to judgement, proceed to judgement and execute or become non-suited in any such action or proceedings as aforesaid and also to enforce by execution, attachment distress, suit or otherwise any decree or award in favour of the Company and to defend or resist any such process issued against the Company, in any such action or proceedings as aforesaid and to retain, employ, engage and remunerate advocates, attorneys, vakils and pleaders and to sign and give warrants, vakalatnamas and other necessary authorities and to revoke such retainers and authorities from time to time as the attorney may in his discretion deem fit.

Appear before Courts, Customs, etc.

17 To appear before all and every or any court or courts, magistrates, Government or Public Officer, Customs, Excise, Akbari, Electricity Board, Revenue, Railway, Police, Port Trust, Improvement Trust, Income Tax, Sales Tax, Reserve Bank of India, Import of Foreign Trade Control authorities or Export Promotion Councils, Competition Commission of India, Competition Appellate Tribunal, and any other authorities whatsoever and to make applications

and to answer, defend and plead to all matters and things touching and concerning the Company or wherein the Company may be interested or concerned, either solely or jointly with





another or others and in any capacity whatsoever and to execute and/or file letters, affidavits, indemnity bonds, declarations, undertakings, pleadings, writings, etc., and to present and make applications and petitions to the said officers and authorities.

Sign papers for trademark, brands, etc.

18 To make, sign, execute, swear, declare, register and advertise all declarations, affidavits, applications or writings and to do all acts, deeds and things whatsoever usual, necessary or expedient for the due registration and protection of any trademarks, trade names, designs, brands, labels or rights belonging to or used by or may hereafter belong to or used by the Company and to give evidence and/or attend to any proceedings before any competent authority under the relevant law for the time being in force.

Sign papers for legal matters

19 To make, sign, execute, swear, declare, register and advertise all declarations, affidavits, applications, letters, papers and writings and to do all acts, deeds and things whatsoever necessary or expedient for the business of the Company under Factories Act, Payment of Wages Act, Boilers Act, Explosives Act and Rules, Employees State Insurance Act, Employees Provident Funds and Miscellaneous Provisions Act, Indian Electricity Act, Motors Vehicles Act, Income Tax Act, Sales Tax Acts, Value Added Tax Act, Service Tax Act, Professional Tax Act, Post and Telegraph Act, Foreign Exchange Management Act and Rules, Companies Act and any other Acts, Rules or Notifications of the Central or State Government (including making applications for obtaining sales tax declaration forms), Municipal Bodies, Excise, Reserve Bank of India or Customs or Import Trade Control Authorities or Foreign Trade Control Authorities or Export Promotion Councils and to appear on behalf of the Company before any authority under the above mentioned laws, rules or notifications and to represent the Company in all correspondence matters and proceedings before them of any nature whatsoever.



Appear before Registering Authorities

20 To appear before any Registrar or Sub-Registrar or any other registering officer or authority and to present for registration any deed or document already executed or signed or which may hereafter be executed and signed on the Company's behalf and to admit the execution of such document or documents and otherwise to do all acts, deeds, matters and things to get such deeds or documents registered according to law.

Execute Bonds

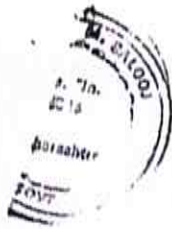
21 To execute any Bond or Bill for and on behalf of the said Business as required under any law or statute or rules or regulations of Central Government, State Government or any competent or concerned authority, body or association in the forms prescribed under any such law, statute, rules or regulations or otherwise.

Apply for licence, etc.

22 To apply for, in any State in India or to Government of India, and obtain and renew certificates of approval prospecting licenses, mining leases, Import licenses, licenses under the Industrial Development and Regulation Act, Foreign Investment Promotion Board, Export Promotion Council, etc. for setting up Industrial







Undertakings, all matters relating to the grant of mineral concession to the Company, sanctions of the Reserve Bank of India and/or the Government of India and in respect of all matters requiring the sanction of the Government and in general all licenses, permits, agreements etc. with the Governments that may be necessary for carrying on the Company's business and to execute the aforesaid documents on behalf of the Company.

- |   |    |   |
|---|----|---|
| Acquire premises for Company's requirements | 23 | To acquire on rent such premises as may be necessary for the purpose of the offices of the said Business, godowns, depots, show-rooms and similar other uses and to maintain and keep in repairs such premises and to insure the same against damage by fire, tempest, accident, riot, lightning and other risks and also to use and take all such lawful ways and means as may be necessary for defending and protecting such premises.  |
| Travel outside India                        | 24 | To travel outside India for sponsoring new projects, export promotion, purchase and sale of machinery, spare parts and for other routine matters of the Company.  |
| Concur and join                             | 25 | To concur in doing any of the acts and things herein mentioned in conjunction with any other person or persons similarly authorized.  |
|   | 26 | GENERALLY to do all such acts and things as may be conducive or incidental to the exercise of the powers and authorities hereby given provided always and it is hereby expressly declared that the powers and authorities regarding operation of Bank Accounts, withdrawal of moneys therefrom and for purchase & sale of movable and immovable properties of the said Business shall only be exercised and be exercisable by the Attorney jointly with any other person duly authorized by the Company in this behalf. |



AND, THE COMPANY DO HEREBY AGREES to ratify and confirm all acts, deeds and things as the said Attorney shall lawfully do or cause to be done during the continuance of these presents in respect of the matters aforesaid by virtue hereof.

This Power of Attorney shall be operative from the date of execution hereof and shall remain valid until the earlier of:

- (a) the expiry of the term, i.e., 31<sup>st</sup> March 2019; or
- (b) the date on which the Attorney ceases to hold office as an employee of the Company; or
- (c) the date on which this Power of Attorney is revoked by the Company.

IN WITNESS WHEREOF the Common Seal of GRASIM INDUSTRIES LIMITED has been hereunto affixed this <sup>22<sup>nd</sup></sup> day of November 2014





The Common Seal of Grasim Industries Limited has hereunto been affixed pursuant to the Resolution passed by the Finance Committee of the Board of Directors of the Company at its meeting held on 24<sup>th</sup> October 2016 in the presence of M.L. Bhat, a Director of the Company and Manpreet Salooja, an Officer of the Company, who have signed in token thereof.

*Handwritten signature*

*Handwritten signature*

FY/17/113

Signature of the Constituted Attorney

*Handwritten signature of Mr. Anil Rustogi*

(MR. ANIL RUSTOGI)

*Handwritten signatures of M.L. Bhat and Manpreet Salooja*

We Attest  
(M.L. Bhat) (Manpreet Salooja)



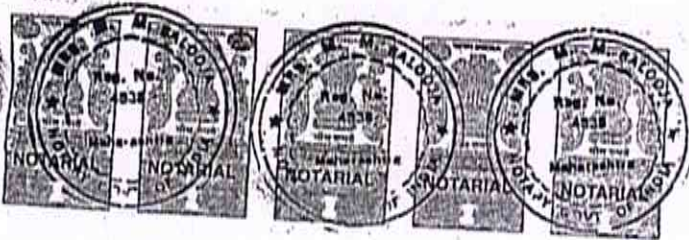
Before Me



NOTARY REGISTER ENTRY  
Sr. No. 5727/149  
DATE: 22-11-2016

BEFORE ME

*Manpreet Salooja*  
22-11-2016  
MANPREET SALOOJA  
ADVOCATE HIGH COURT  
NOTARY GOVT. OF INDIA  
23, MATA NIWAS, Dr. M. B. Raut Rd.,  
SHIVAJI PARK, MUMBAI - 28,  
Mob.: 9820173467, Ph: 022 416182



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जोडपत्र-२/ ANNEXURE-II

17 NOV 2016



मुद्रांक विक्री नोंद वही अनु. क्रमांक /दिनांक (Serial No./Date)	
दस्तावा प्रकार /अनुच्छेद क्रमांक (Nature of Document)	Affidavit
दस्त नोंदणी करणार आहेत का? (Whether it is to be Registered) Yes/No	
विक्रयकर्त्याचे घोडक्यात वर्णन- (Property Description in English)	Grasim Industries Limited
मुद्रांक विकत घेणा-याचे नाव व सही (Stamp Purchaser's Name & Signature)	A-2, Aditya Birla Centre, S. K. Ahire Marg, Worli, Mumbai - 400 030.
हस्त जराब्यास त्यांचे नाव व पत्ता व सही (If through other person than Name, Add. & Signature)	
दुस-या पक्षाकाराचे नाव (Name of the other party)	
मुद्रांक शुल्क रक्कम (Stamp Duty Amount) 500/-	
परवानाधारक मुद्रांक विक्रेत्याचे सही JYOTI P. DOGA LSV No. 8000009 6, Kondaji Bldg. No.3, Nr. Tata Hospital, Parel, Mumbai 400012.	
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात बापरणे बंधनकारक आहे.	





**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE FINANCE COMMITTEE OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 24<sup>TH</sup> OCTOBER 2016**

**"RESOLVED THAT** the Company do renew and execute the General Power of Attorney in favour of Mr. Anil Rustogi – Dy. C. F. O. (Pulp & Fibre Business), as per the draft circulated."

**"RESOLVED FURTHER THAT** the aforesaid Power of Attorney be executed by any one of the following Directors of the Company, viz., Mr. M.L. Apte, Mr. K. K. Maheshwari, Mr. Dilip Gaur and Mr. Sushil Agarwal and that the Common Seal of the Company be affixed thereon in the presence of any two Directors of the Company or any one Director of the Company and any one of the following Officers of the Company, viz., Mr. Pavan K. Jain, Mr. Hemant Kadel, Mrs. Hutokshi Wadia and Mr. Jayant Jain, or alternatively, in the presence of any two of the aforesaid Officers of the Company who shall sign the same in token thereof."

**"RESOLVED FURTHER THAT** a copy of this resolution certified by any one of the Directors or Company Secretary of the Company be furnished to all concerned and they be and are hereby authorized to rely upon and act on this resolution."

**CERTIFIED TRUE COPY  
FOR GRASIM INDUSTRIES LIMITED**

**HUTOKSHI WADIA  
PRESIDENT & COMPANY SECRETARY**

Date of Issue: 28<sup>th</sup> October 2016



DOCUMENT REVIEW AND APPROVAL FORM

Type of Document / Contract: AGREEMENT

Supplier/Vendor/Other/s: GRASIM INDUSTRIES LTD

Contract type options: New Contract, Renewal, Amendment/ Exhibit, Corporate document, Letter/communication, Other. Effective Date: 1.4.2017, Expiration Date: 31.3.2022, Automatic renewals.

Short Description / Purpose: Grasim and University have agreed to collaborate for promotion of education, research and innovation under which M. Tech. students will carry out their Research Project work at Grasim /University as applicable

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	<i>Usha Nath</i>		28.3.17	<i>Usha Nath</i> <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	<i>ANU SHARM</i>	<i>CA</i>	28.3.17	<i>Anu Sharm</i> <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"/> N/A				<input type="checkbox"/> e-mail attached
	<b>Required?</b>		<b>Title</b>	<b>Date</b>	<b>Signature &amp; Comments</b>
<b>Accounting</b>	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sanjeev Goyal	FO	28.5.17	 <input type="checkbox"/> e-mail attached
<b>Marketing</b>	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
<b>CFO</b>	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sachin Jain	CFO	28.5.17	 <input type="checkbox"/> e-mail attached
<b>President/CEO</b>	<input type="checkbox"/> President <input type="checkbox"/> CEO <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
<b>Capital Committee</b>	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
<b>Board of Directors</b>	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached

**BOARD OF MANAGEMENT**  
**MEMBERS OF THE SUB-COMMITTEE (CONTRACTS)**  
**(Pursuant to BOM Meeting No. BOM/042/December 2016)**

<b><u>Name</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>	<b><u>Signatures</u></b>
Ms. Deepa Verma	Director-IA	March 28, 2017	<i>Deepa Verma</i>
Mr. Utpal Ghosh	President	March 28, 2017	<i>Utpal Ghosh</i>
Dr. Shrihari	Vice Chancellor	March 28, 2017	<i>[Signature]</i>



**DATED**

**2016**

**University of Petroleum & Energy Studies**

**and**

**Coventry University, UK**

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**MEMORANDUM OF UNDERSTANDING**

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## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** is made on the day of

2016

### **BETWEEN**

University of Petroleum & Energy Studies (hereinafter referred to as "UPES") a University enacted by the State of Uttarakh and, having its campus at Energy Acres, PO Bidholi, via Prem Nagar, Dehradun, INDIA through its Registrar Mr. Abhay Sharma, which expression shall unless it be repugnant to the context or meaning thereof means and include its successors, nominees, assigns, executors and administrators of the one part.

### **AND**

**COVENTRY UNIVERSITY**, a higher education corporation whose administrative offices are situated at Priory Street, Coventry, CV1 5FB, UK ("CU") which expression shall unless it be repugnant to the context or meaning thereof means and include its successors, nominees, assigns, executors and administrators of the other part.

### **NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS:**

1. This Memorandum of Understanding ("MOU") outlines the principal requirements of each party, which will subsequently be included in a more detailed formal Agreement, ("the Agreement") .
2. This MOU is also intended to provide a framework under which the business relationship between the parties will be conducted in the interim and to allow the parties to undertake certain exploratory work prior to the signing of the Agreement. The purpose of this MOU is to discuss and develop, as follows:
  - a) Online International Learning (OIL) projects;
  - b) Research Collaboration between UPES and CU staff as relevant with the view to engage in international research projects and bid jointly for relevant funding sources.
  - c) Staff and student exchange between both parties with fee waivers in each institution,
  - d) Student and staff mobility from UPES to CU and CU to UPES as per arrangements confirmed between the Parties on a yearly basis.
  - e) Reciprocal promotion of Summer School programmes at CU and UPES where relevant;

- f) Establishing support mechanisms in each country for the partner university's students to develop their employability in the other's country
  - g) Creating a Global Community of Practice by sharing internationalisation success stories as and when on the Globalnews@ CU web platform;
  - h) Facilitating the development of research dialogue and collaboration between research students in both institutions, notably through the Global Researchers Programme (GRP).
3. The parties agree that paragraphs 5, 7, 8 and 9 of this MOU shall be binding legal obligations of the parties. The remaining portions of this MOU shall not be binding and shall have no legal effect. The parties agree to negotiate in good faith to reach a formal Agreement embodying the principles set out in this MOU, with a view to signature prior to expiry of this MOU. Neither party is bound to enter into the Agreement.
4. Except for any breach of those clauses which the parties have agreed will have legal effect, neither party will make any claim against or be liable to the other for any loss or damages including, but not limited to, any consequential damages or lost profits, arising from any discussions, actions taken in reliance on this MOU or for termination of the negotiations without reaching a comprehensive agreement. This paragraph shall survive termination or expiration of this MOU.
5. During the term of this MOU, either party hereto (the "Disclosing Party") may disclose to the other (the "Receiving Party") information including, but not limited to, plans, ideas, operations, processes, intentions, production information, know-how, copyrights, design rights, trade secrets, market opportunities, business affairs and/or technical activities (hereinafter called "Information").
- 5.1 The Receiving Party shall:
- (a) keep the Information confidential and only use Information, in whatever form, for the purposes set out in paragraph 2 above;
  - (b) not copy nor reduce to writing Information except as may be reasonably necessary for the purposes set out in paragraph 2 above;
  - (c) not disclose the Information to its officers, employees or advisors except to the extent required for the purposes set out in paragraph 2 above;
  - (d) not disclose the Information to any third party without the prior written consent of the Disclosing Party;

- (e) procure that any of the persons specified in paragraph 5.1(c) above to whom any of the Information is disclosed shall act in all respects as if such person is bound by this paragraph 5.

5.2 The obligations set out in paragraph 5.1 above shall not apply to any Information which:

- (a) is in, or comes into, the public domain other than by breach of this MOU;
- (b) the Receiving Party can show was legitimately in its possession prior to receipt from the Disclosing Party;
- (c) is properly received by the Receiving Party from a third party who is rightfully in possession of it and who is free to disclose the same;
- (d) the Disclosing Party consents to being disclosed by the Receiving Party, subject always that any consent to disclose Information must be in writing;
- (e) the Receiving Party can demonstrate that it developed independently of any Information provided to it by the Disclosing Party; or
- (f) the Receiving Party is under a legal obligation to disclose.

5.3 Neither the execution of this MOU nor the furnishing of any Information hereunder shall be construed as granting either expressly, by implication, by estoppel or otherwise any right or licence to use such Information except for the purposes set out in paragraph 2 above.

5.4 The Receiving Party shall, at the request of The Disclosing Party, or upon termination or expiry of this MOU, return to The Disclosing Party all Information.

5.5 The obligations of confidentiality contained within this paragraph 5 shall continue for five (5) years after expiry of this MOU.

6 This MOU will commence on the date stated at the head of this MOU and shall expire 5 years thereafter unless:

6.1 both parties agree and confirm in writing signed by both parties that it should continue, or

6.2 either party terminates this MOU prior to the expiry date by the service of a six weeks' written notice of termination

7. Each party will bear its own expenses and costs with regard to all discussions and activities between the parties.
8. The parties warrant and covenant that, in connection with the exchange of information pursuant to this MOU neither party shall make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, to any third party, including any official of any governmental departments or any government agency for the purpose of inducing such official or candidate to misuse his political office in favour of either party.
9. It is the aim of the Parties that all disputes and differences, arising between the Parties relating to any of the provisions of this MOU, either during its term or upon expiration or termination, shall be resolved in a positive spirit of cooperation. Both sides shall seek to settle all disputes and differences by mutual accord within 30 days of the arising of such dispute. If the dispute cannot be settled by mutual discussions within 30 days provided herein, the matter shall be referred to the Authorized Representatives of both the Parties who will resolve the issues.
10. This Agreement may be executed in two or more counterparts (including by facsimile or other electronic transfer like e-mail), each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute one and the same instrument.
11. Should CU wish to bring a claim of any kind against UPES, it shall submit to the exclusive jurisdiction of the courts of India. Any claim brought in accordance with this paragraph 11 shall be governed by and construed in all aspects in accordance with India law.
12. Should UPES wish to bring a claim of any kind against CU, it shall submit to the exclusive jurisdiction of the English courts. Any claim brought in accordance with this paragraph 12 shall be governed by and construed in all aspects in accordance with English law.

**SIGNED** for and on behalf of )  
**COVENTRY UNIVERSITY** )

) ..... *N. Cardenas* .....  
Name: **NICOLA CÁRDENAS BLANCO**  
Designation: **INTERIM DIRECTOR**  
**GROUP LEGAL**

**SIGNED** for and on behalf of )  
**University of Petroleum &** )  
**Energy Studies** )

) .....  
Name:  
Designation:

**University of Petroleum & Energy Studies**

**and**

**Coventry University, UK**

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**MEMORANDUM OF UNDERSTANDING**

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## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** is made on the 4<sup>th</sup> day of September, 2017;

### **BETWEEN**

University of Petroleum & Energy Studies (hereinafter referred to as "UPES") a University enacted by the State of Uttarakhand, having its campus at Energy Acres, PO Bidholi, via Prem Nagar, Dehradun through its Registrar Mr. Abhay Sharma, which expression shall unless it be repugnant to the context or meaning thereof means and include its successors, nominees, assigns, executors and administrators of the one part.

### **AND**

**COVENTRY UNIVERSITY**, a higher education corporation whose administrative offices are situated at Priory Street, Coventry, CV1 5FB, UK ("Coventry") ("CU") which expression shall unless it be repugnant to the context or meaning thereof means and include its successors, nominees, assigns, executors and administrators of the other part.

### **NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS:**

1. This Memorandum of Understanding ("MOU") outlines the principal requirements of each party, which will subsequently be included in a more detailed formal Agreement, ("the Agreement")
2. This MOU is also intended to provide a framework under which the business relationship between the parties will be conducted in the interim and to allow the parties to undertake certain exploratory work prior to the signing of the Agreement. The purpose of this MOU is to discuss and develop, as follows:
  - a) Online International Learning (OIL) projects;
  - b) Research Collaboration between UPES and CU staff as relevant with the view to engage in international research projects and bid jointly for relevant funding sources.
  - c) Staff and student exchange between both parties with fee waivers in each institution,
  - d) Student and staff mobility from UPES to CU and CU to UPES as per arrangements confirmed between the Parties on a yearly basis.
  - e) Reciprocal promotion of Summer School programmes at CU and UPES where relevant;
  - f) Establishing support mechanisms in each country for the partner university's students to develop their employability in the other's country
  - g) Creating a Global Community of Practice by sharing internationalisation success stories as and when on the Globalnews@ CU web platform;
  - h) Facilitating the development of research dialogue and collaboration between research students in both institutions, notably through the Global Researchers Programme (GRP).

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar



3. The parties agree that paragraphs 5, 7, 8 and 9 of this MOU shall be binding legal obligations of the parties. The remaining portions of this MOU shall not be binding and shall have no legal effect. The parties agree to negotiate in good faith to reach a formal Agreement embodying the principles set out in this MOU, with a view to signature prior to expiry of this MOU. Neither party is bound to enter into the Agreement.
4. Except for any breach of those clauses which the parties have agreed will have legal effect, neither party will make any claim against or be liable to the other for any loss or damages including, but not limited to, any consequential damages or lost profits, arising from any discussions, actions taken in reliance on this MOU or for termination of the negotiations without reaching a comprehensive agreement. This paragraph shall survive termination or expiration of this MOU.
5. During the term of this MOU, either party hereto (the "Disclosing Party") may disclose to the other (the "Receiving Party") information including, but not limited to, plans, ideas, operations, processes, intentions, production information, know-how, copyrights, design rights, trade secrets, market opportunities, business affairs and/or technical activities (hereinafter called "Information").
  - 5.1 The Receiving Party shall:
    - (a) keep the Information confidential and only use Information, in whatever form, for the purposes set out in paragraph 2 above;
    - (b) not copy nor reduce to writing Information except as may be reasonably necessary for the purposes set out in paragraph 2 above;
    - (c) not disclose the Information to its officers, employees or advisors except to the extent required for the purposes set out in paragraph 2 above;
    - (d) not disclose the Information to any third party without the prior written consent of the Disclosing Party;
    - (e) procure that any of the persons specified in paragraph 5.1(c) above to whom any of the Information is disclosed shall act in all respects as if such person is bound by this paragraph 5.
  - 5.2 The obligations set out in paragraph 5.1 above shall not apply to any Information which:
    - (a) is in, or comes into, the public domain other than by breach of this MOU;
    - (b) the Receiving Party can show was legitimately in its possession prior to receipt from the Disclosing Party;
    - (c) is properly received by the Receiving Party from a third party who is rightfully in possession of it and who is free to disclose the same;
    - (d) the Disclosing Party consents to being disclosed by the Receiving Party, subject always that any consent to disclose Information must be in writing;
    - (e) the Receiving Party can demonstrate that it developed independently of any Information provided to it by the Disclosing Party; or
    - (f) the Receiving Party is under a legal obligation to disclose.



- 5.3 Neither the execution of this MOU nor the furnishing of any Information hereunder shall be construed as granting either expressly, by implication, by estoppel or otherwise any right or licence to use such Information except for the purposes set out in paragraph 2 above.
- 5.4 The Receiving Party shall, at the request of The Disclosing Party, or upon termination or expiry of this MOU, return to The Disclosing Party all Information.
- 5.5 The obligations of confidentiality contained within this paragraph 5 shall continue for five (5) years after expiry of this MOU.
- 6 This MOU will commence on the date stated at the head of this MOU and shall expire 5 years thereafter unless:
- 6.1 both parties agree and confirm in writing signed by both parties that it should continue, or
- 6.2 either party terminates this MOU prior to the expiry date by the service of a six weeks' written notice of termination
7. Each party will bear its own expenses and costs with regard to all discussions and activities between the parties.
8. The parties warrant and covenant that, in connection with the exchange of information pursuant to this MOU neither party shall make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, to any third party, including any official of any governmental departments or any government agency for the purpose of inducing such official or candidate to misuse his political office in favour of either party.
9. It is the aim of the Parties that all disputes and differences, arising between the Parties relating to any of the provisions of this MOU, either during its term or upon expiration or termination, shall be settled by mutual accord within 30 days of the arising of such dispute, If the dispute cannot be settled by mutual discussions within 30 days provided herein, the matter shall be referred to the Authorized Representatives of both the Parties who will resolve the issues.
10. This Agreement may be executed in two or more counterparts (including by facsimile or other electronic transfer like e-mail), each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute one and the same instrument.
11. Should CU wish to bring a claim of any kind against UPES, it shall submit to the exclusive jurisdiction of the courts of India. Any claim brought in accordance with this paragraph 11 shall be governed by and construed in all aspects in accordance with India law.

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar

12 Should UPES wish to bring a claim of any kind against CU, it shall submit to the exclusive jurisdiction of the English courts. Any claim brought in accordance with this paragraph 12 shall be governed by and construed in all aspects in accordance with English law.

**SIGNED** for and on behalf of )  
**COVENTRY UNIVERSITY** )  
**HIGHER EDUCATION** )  
**CORPORATION** )

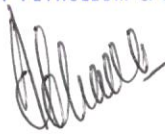
.....

Name:

Designation:

**SIGNED** for and on behalf of )  
**University of Petroleum &** )  
**Energy Studies )**

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar

.....

Name: Abhay Sharma

Designation: Registrar

**Unique Identification Number: 170178**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UTTARAKHAND JAL SANSTHAN, DEHRADUN, INDIA  
AND  
DIVISION OF WATER SCIENCES,  
UNIVERSITY OF PETROLEUM & ENERGY STUDIES,  
DEHRADUN  
ON  
THE INITIATION OF A LONG-TERM PROJECT  
“IMPROVEMENT OF THE ENERGY EFFICIENCY IN THE  
DRINKING WATER SUPPLY OF UTTARAKHAND, INDIA”**

The Memorandum of Understanding (MoU) is reached between Uttarakhand Jal Sansthan (UJS), the drinking water supply and sewerage organization for the state of Uttarakhand.

AND

The University of Petroleum & Energy Studies (UPES), a University constituted under the University of petroleum and Energy Studies Act 2003, passed by the state legislature of Uttarakhand having its Main Campus at “Energy Acres”, Bidholi, Dehradun, Uttarakhand, hereinafter referred to as the collaborating parties.

**1. Purpose & Scope:**

This MoU is intended to facilitate a long-term collaborative project for the improvement of energy efficiency in the drinking water supply of the state of Uttarakhand with the major goal of increasing sustainable use of energy.

**2. The parties will promote and cooperate in:**

- a) Initiating project (likely in reduction of energy consumption, reduction of greenhouse gas emission, raising the efficiency of surface and ground water-pumping systems and engendering water conservation practices) and to ascertain ways/means to save funds for the construction of new or improved water supply schemes to provide people of Uttarakhand clean drinking water.
- b) To jointly design and undertake a comprehensive strategy to bring improvements to both the infrastructural and human assets of UJS. The important aspect of the long-term success is to ascertain ways/means to attain maximum energy efficiency so as to improve and propose various methods and techniques to ensure UJS Engineers increase their

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar

ability to perform energy efficiency analyses and subsequently implement improvement measures.

- c) Joint research programmes in water resources management, technical training programmes and workshops regarding sustainable energy for the use in the water supply management of Uttarakhand.
- d) The focus will be to perform energy performance review of pumping systems (horizontal pump motor units, upon mutual consent) at the water supply schemes of Uttarakhand State followed by a selection, representative implementation of energy efficiency measures at the most promising sites and finally post-implementation measurements to report the energy savings achieved.
- e) Two senior-level UJS engineers will participate in this process for the duration of 1-year where they will undergo training in the energy analyses for achieving high efficiency measures. This is to initiate a long term project goals, which here encompasses nearly 1000 pumping system throughout the entire state of Uttarakhand.
- f) The cost of audits will be bear by the UJS as pre the table below:

Sl. No	Items	Expense per Audit
1	Manpower	3000
2	Experts	2500
3	Equipment and software charges	1000
4	Contingency, Stationary, Printing	500
4	Travels, Boarding and Lodging	3000
	<b>Total</b>	<b>10,000</b>
	Overhead charges @20%	2000
	<b>Total cost of the project</b>	<b>12000</b>



### 3. Duration and Termination

The MoU shall enter into force on the date of its signing and shall remain in force for a period of five years, it may be further extended for subsequent period of five years at a time subject to review, unless either of the parties provides a written notice (six months in advance) to terminate it before the date of its expiry.

This MoU may be amended at any time by mutual consent by the Parties. Such amendment shall enter into force on such state as may be determined by the Parties. Any dispute arising out of the interpretation and/or implementation of this Memorandum of Understanding shall be settled amicably through consultation or negotiation between the Parties without reference to any third Party of any international tribunal.

### 4. The UJS / representatives shall:

- a) 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 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.
- b) Comply with "**zero tolerance**" practice of the UPES towards bribery and corruption and ensure that any overt or covert attempt by any UPES employee of seeking illegal gratification, whether in cash or in kind is reported to the UPES immediately.
- c) 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.
- d) 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.

IN WITNESS HEREOF, the parties hereby execute the MoU in two original copies in English language. The MoU shall become effective on the date it is signed.

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar

The points of contact between the parties shall be:

1. **Dr. Pankaj Kumar Sharma**  
Sr. Associate Professor  
University of Petroleum and Energy Studies

2. **Mr. S.K. Gupta**  
Chief General Manager  
Uttarakhand Jal Sansthan  
Dehradun

Signed or and on behalf of  
UJS Dehradun.

Date: 29.8.16

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar

Signed for and on behalf of  
University of Petroleum & Energy  
Studies (UPES)

Date: 29.8.16



## उत्तराखण्ड जल संस्थान

'जलभवन' बी-ब्लॉक, नेहरू कालोनी, देहरादून।

पत्रांक: 2643 /Energy Audit / /2016-17

दिनांक 09/08/16

सेवा में,

Dr. Pankaj Kumar Sharma,  
Senior Associate Professor and Head-Labs,  
College of Engineering Studies,  
University of Petroleum and Energy Studies,  
Dehradun, Uttarakhand, India.

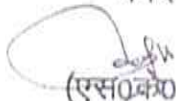
विषय: पम्पिंग पेयजल योजनाओं में उर्जा दक्षता कियान्वयन सम्बन्धी प्रस्ताव के सम्बन्ध में।  
महोदय,

उपरोक्त विषयक आपके ई0मेल दिनांक 24 जून, 2016 एवं गत माहों में विभिन्न चरणों में हुई वार्ता के क्रम में उत्तराखण्ड जल संस्थान पम्पिंग पेयजल योजनाओं को उर्जा दक्ष किये जाने हेतु निरन्तर प्रयासरत है तथा भविष्य में इन कार्यों में ओर प्रगति किये जाने हेतु लम्बी अवधि के लिए Co-Operation करने हेतु सहमत है। आप द्वारा प्रेषित अनुबन्ध में आशिक संशोधन कर हस्ताक्षर उपरान्त प्रेषित किया जा रहा है। कृपया इसकी प्रति हस्ताक्षरित करते हुये उत्तराखण्ड जल संस्थान को उपलब्ध कराने का कष्ट करेंगे।

पिथौरागढ़ पम्पिंग पेयजल योजना हेतु शासन द्वारा धनराशि अवमुक्त कर दी गई है तथा उत्तराखण्ड जल संस्थान की अपेक्षा है कि इस कार्य को आगामी माह में पूर्ण कर लिया जाय ताकि आगे के कियान्वयन की कार्यवाही सम्पादित की जा सकें।

सलग्न— Memorandum of Understanding (MoU)

भवदीय

  
(एस0के0 शर्मा)  
महाप्रबन्धक (मुख्यालय)

संख्या एवं दिनांक तदैव

प्रतिलिपि : निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. मुख्य महाप्रबन्धक, उत्तराखण्ड जल संस्थान, देहरादून।
2. वित्त निदेशक, उत्तराखण्ड जल संस्थान, देहरादून।
3. सचिव अप्रेजल, उत्तराखण्ड जल संस्थान, देहरादून।
4. अधीक्षण अभियन्ता, उत्तराखण्ड जल संस्थान, पिथौरागढ़।
5. अधिशासी अभियन्ता, उत्तराखण्ड जल संस्थान, पिथौरागढ़।

महाप्रबन्धक (मुख्यालय)





**DOCUMENT REVIEW AND APPROVAL FORM**

Type of Document / Contract: MOU

Ref: \_\_\_\_\_

Supplier/Vendor/Other/s: Uttarakhand Jal Sansthan, Dehradun

New Contract  Renewal  Amendment/ Exhibit  Corporate document  Letter/communication  Other

Effective Date: 29-Aug-2016    Expiration Date: 28-Aug-2021     Automatic renewals

Short Description / Purpose: Initiation of a long-term project "improvement of the energy efficiency in the drinking water supply of Uttarakhand, India"

**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
<b>Initiator</b>	X	Dr. Pankaj Kumar Sharma	Sr. Associate Prof. & Head Labs, COES	August 9, 2016	 e-mail attached
<b>Treasury</b>	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
<b>Legal</b>	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Baij Nath	Legal Adviser	August 9, 2016	 e-mail attached
<b>Tax</b>	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
<b>Finance</b>	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
<b>Academic</b>	<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 Kumar Goyal	Finance Officer	August 9, 2016	 <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, India	August 9, 2016	<input checked="" 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



## Dorothy Buragohain

---

**From:** Abhay Sharma  
**Sent:** Tuesday, August 23, 2016 5:57 PM  
**To:** Dorothy Buragohain  
**Subject:** Fwd: MEMORANDUM OF UNDERSTANDING. - UK Jal Sansthan.

Ok

Sent from my iPhone

Begin forwarded message:

**From:** Sachin Jain <sachin.jain@upes.ac.in>  
**Date:** 23 August 2016 at 4:38:55 PM IST  
**To:** Abhay Sharma <abhay@upes.ac.in>, Sanjeev Kumar Goyal <SKGOYAL@UPES.AC.IN>, "Dr. Pankaj Kumar Sharma" <PANKJPME@DDN.UPES.AC.IN>  
**Subject:** RE: MEMORANDUM OF UNDERSTANDING. - UK Jal Sansthan.

I'm ok

regards  
sachin

Cell - +91 9811755228  
Direct - +91 11 41623035

---

**From:** Abhay Sharma  
**Sent:** Tuesday, August 23, 2016 11:48 AM  
**To:** Sanjeev Kumar Goyal <SKGOYAL@UPES.AC.IN>; Dr. Pankaj Kumar Sharma <PANKJPME@DDN.UPES.AC.IN>  
**Cc:** Sachin Jain <sachin.jain@upes.ac.in>  
**Subject:** FW: MEMORANDUM OF UNDERSTANDING. - UK Jal Sansthan.

Dear Sanjeev,

Kindly approve.

Sachin- request your approval also.

Regards,

Abhay

---

**From:** Baij Nath  
**Sent:** Tuesday, August 23, 2016 11:46 AM  
**To:** Abhay Sharma  
**Subject:** RE: MEMORANDUM OF UNDERSTANDING. - UK Jal Sansthan.

Approved as per trailing mail 23.08.2016 of Dr. Pankaj Kumar Sharma.



Baij Nath

---

**From:** Abhay Sharma  
**Sent:** Tuesday, August 23, 2016 10:57 AM  
**To:** Sanjeev Kumar Goyal; Baij Nath; Dr. Pankaj Kumar Sharma  
**Cc:** Sachin Jain  
**Subject:** FW: MEMORANDUM OF UNDERSTANDING. - UK Jal Sansthan.

Dear All,

Kindly approve on email for sign off.

Regards,

Abhay

---

**From:** Utpal Ghosh  
**Sent:** Tuesday, August 23, 2016 10:35 AM  
**To:** Dr. Pankaj Kumar Sharma  
**Cc:** Abhay Sharma; Sachin Jain; Sanjeev Kumar Goyal; Dr. Kamal Bansal; Baij Nath  
**Subject:** FW: MEMORANDUM OF UNDERSTANDING. - UK Jal Sansthan.

Approved

---

**From:** Dr. Pankaj Kumar Sharma  
**Sent:** Tuesday, August 23, 2016 10:22 AM  
**To:** Utpal Ghosh  
**Cc:** Abhay Sharma; Sachin Jain; Sanjeev Kumar Goyal; Dr. Kamal Bansal; Baij Nath  
**Subject:** FW: MEMORANDUM OF UNDERSTANDING. - UK Jal Sansthan.

Dear Sir

All the **corrections as suggested by Mr. Baij Nath** are incorporated in the MOU Document. This is for your kind perusal and approval please.

Thanks and regards

**Dr. Pankaj Kumar Sharma**  
Senior Associate Professor and Head-Labs  
College of Engineering Studies  
University of Petroleum and Energy Studies  
Dehradun, Uttarakhand, India  
Mobile: 9997103332  
Phone: +91-1352776201 ext. 1139  
FAX: +91-1352776090  
Alternate emails: [pankjpme@gmail.com](mailto:pankjpme@gmail.com)

**UPES**  
THE NATION BUILDERS UNIVERSITY

---

**From:** Dr. Pankaj Kumar Sharma  
**Sent:** Monday, August 22, 2016 5:14 PM  
**To:** Utpal Ghosh  
**Cc:** Dr. Kamal Bansal; Sachin Jain; Sanjeev Kumar Goyal; Baij Nath  
**Subject:** FW: MEMORANDUM OF UNDERSTANDING. - UK Jal Sansthan.

Dear Sir

We were working on a R&D MOU with Uttarakhand Jal Sansthan for technical auditing of their water pumps across the state (i.e. around 1000 pumps).

The MOU was vetted by our legal department (Comments are in the trailing mail) and Mr. Sanjeev Goyal. Later, the same letter was shared with Uttarakhand Jal Sansthan.

Jal Sansthan officials had agreed to the terms and send back the signed copy to us for signing from our side.

The scanned copy of letter is attached with mail for your kind perusal and approval sir.

Thanks and regards

Dr. Pankaj Kumar Sharma  
Senior Associate Professor and Head-Labs  
College of Engineering Studies  
University of Petroleum and Energy Studies  
Dehradun, Uttarakhand, India  
Mobile: 9997103332  
Phone: +91-1352776201 ext. 1139  
FAX: +91-1352776090  
Alternate emails: pankjpme@gmail.com

**UPES**  
THE NATION BUILDERS UNIVERSITY

---

**From:** Dr. Pankaj Kumar Sharma  
**Sent:** Wednesday, August 17, 2016 11:08 AM  
**To:** Utpal Ghosh  
**Cc:** Abhay Sharma; Dr. Kamal Bansal; Sanjeev Kumar Goyal; Dr. Shrihari Honwad  
**Subject:** FW: MEMORANDUM OF UNDERSTANDING. - UK Jal Sansthan.

Dear Sir

Please find the remarks of Mr. BaijNath on the MOU for Uttarakhand JAL Sanathan.

Request you to please give your kind consent.

Thanks and regards

Dr. Pankaj Kumar Sharma  
Senior Associate Professor and Head-Labs  
College of Engineering Studies  
University of Petroleum and Energy Studies  
Dehradun, Uttarakhand, India  
Mobile: 9997103332  
Phone: +91-1352776201 ext. 1139  
FAX: +91-1352776090  
Alternate emails: pankjpme@gmail.com

**UPES**

THE NATION BUILDERS UNIVERSITY

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**From:** Baij Nath  
**Sent:** Wednesday, August 17, 2016 10:59 AM  
**To:** Abhay Sharma  
**Cc:** Dr. Pankaj Kumar Sharma  
**Subject:** RE: MEMORANDUM OF UNDERSTANDING. - UK Jal Sansthan.

Dear Sir,

I have gone through the MOU finally signed by UJS. As discussed with Mr Pankaj Sharma the MOU was initially vetted in legal and thereafter it was sent to UJS for signing the same.

However, I have a submission with respect to point No. 2 (a) of the MOU which places a burden on UPES to save funds for the construction of new or improved water supply schemes. This condition may require a relook. The expediency requires that instead of undertaking such a burden the MOU ought to have mentioned " to ascertain ways/means to save funds".

Subject to the above the MOU is vetted in legal.

Baij Nath

---

**From:** Abhay Sharma  
**Sent:** Tuesday, August 16, 2016 12:42 PM  
**To:** Dr. Pankaj Kumar Sharma; Baij Nath  
**Cc:** Sanjeev Kumar Goyal; Dr. Kamal Bansal; Anu Sharma; Sachin Jain  
**Subject:** Re: MEMORANDUM OF UNDERSTANDING. - UK Jal Sansthan.

Thanks Dr Pankaj.

Request contract approval form along with document to be signed .

The approval ( can be email also) from legal/ Sanjeev Goyal and Sachin Jain is required Before sign off .

I am available at campus tomorrow till 3:30 pm.

Regards,

Abhay

Sent from my iPhone

On 16-Aug-2016, at 12:09 PM, Dr. Pankaj Kumar Sharma <PANKJPME@DDN.UPES.AC.IN> wrote:

Dear Sir

We got the reply on Friday. They have send the Signed MOU for signing us (UPES).

Today Abhay Sir is coming to Dehradun. I discussed this with him. Sir is saying to send the draft to Sachin sir for his approval.

Please suggest.

regards

Dr. Pankaj Kumar Sharma  
Senior Associate Professor and Head-Labs  
College of Engineering Studies  
University of Petroleum and Energy Studies  
Dehradun, Uttarakhand, India  
Mobile: 9997103332  
Phone: +91-1352776201 ext. 1139  
FAX: +91-1352776090  
Alternate emails: pankjpme@gmail.com  
<image003.jpg>

---

**From:** Sanjeev Kumar Goyal  
**Sent:** Friday, July 1, 2016 5:55 PM  
**To:** Dr. Pankaj Kumar Sharma  
**Cc:** Dr. Kamal Bansal; Anu Sharma  
**Subject:** MEMORANDUM OF UNDERSTANDING. - UK Jal Sansthan.

Dear Dr Pankaj,

Please update if there is any progress on the issue.

Regards,

S K Goyal

---

**From:** Sanjeev Kumar Goyal  
**Sent:** Thursday, June 16, 2016 4:06 PM  
**To:** Dr. Pankaj Kumar Sharma  
**Cc:** Dr. Kamal Bansal; Sachin Jain; Anu Sharma  
**Subject:** MEMORANDUM OF UNDERSTANDING (Autosaved).docx

Refer our discussions, only minor correction. However, this being fixed cost research program there should be no TDS, UC or bill.

Further, please also inform how this process will get start i.e. when they will be releasing advance and supplying us list of pumps.

Thanks.

S K Goyal

---

**From:** Dr. Pankaj Kumar Sharma  
**Sent:** Wednesday, June 15, 2016 2:55 PM  
**To:** Sanjeev Kumar Goyal  
**Cc:** Dr. Kamal Bansal  
**Subject:** MEMORANDUM OF UNDERSTANDING (Autosaved).docx

Dear Sir

As discussed please find the MOU with financial sheet.

Regards

Pankaj Sharma

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON THIS 13<sup>th</sup> DAY OF July TWO THOUSAND SEVENTEEN AT \_\_\_\_\_

BETWEEN

**IMT École Nationale Supérieure des Mines d'Albi-Carmaux**, member of **IMT Institut Mines-Télécom**, a French public scientific, cultural and professional institution, governed by the Decree 2016-1527, 2016 November 14, established in Campus Jarlard, 81013 Albi Cedex 9, France, duly registered under SIRET Code 180 092 025 00097, member of the N+I network, and duly represented by its Director Mr. Narendra JUSSIEN, representing, and acting on behalf of, hereafter referred to as "Mines Albi",

AND

**University of Petroleum & Energy Studies** having its Campus at Energy Acres, P.O. Bidholi Via-Prem Nagar, Dehradun-248007 and having its Corporate Office at 2nd Floor, 210, Okhla Industrial Estate, Phase III, New Delhi-110020 India; (hereinafter referred to as "UPES") through its Authorized Signatory Mr Abhay Sharma Registrar which expression shall, unless repugnant to the subject or context, mean and include its , affiliates and associates, successors and permitted assigns;

### WHEREAS:

- A. The parties hereto share a common interest in many academic and educational fields; and
- B. In order to facilitate future mutual institutional cooperation, the parties hereto wish to enter into this Memorandum of Understanding ("**MOU**").

**NOW THEREFORE**, the parties hereto agree as follows:

#### 1. **Objective.**

The objective of this MOU is to outline the possible ways in which **Mines Albi** and **UPES**, could develop and carry out collaborative activities in academics and research.

#### 2. **Scope of Activities.**

The scope of collaboration on academic and research activities under this MOU may include, but is not limited to the following:

- a) exchange of faculty members
- b) undergraduate and graduate students exchange for the purposes of summer internship, dissertation projects and/or for other academic purposes
- c) exchange of publications, research materials, newsletters, etc.
- d) Internships & Joint projects
- e) general academic and research collaboration

3. The point of contact for the duration of this MOU for UPES will be Dr. Ugur GUVEN (Vice President – International Affairs – [international@upes.ac.in](mailto:international@upes.ac.in)) or any other person appointed in his place by UPES. The point of contact for Mines Albi will be Professor Radu BARNA (Director International Affairs – [international@mines-albi.fr](mailto:international@mines-albi.fr)) or any other person appointed in his/her place by Mines Albi.

- Both Universities will respect the intellectual property rights of each other during the period of this MoU.
- Permission is given to UPES to use the official marks of Mines Albi, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions; provided, however, the UPES shall comply with partner university policies.

Permission is given to Mines Albi to use the official marks of University of Petroleum and Energy Studies, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions; provided, that Mines Albi shall take all such reasonable degree of care as an institution of good ethical and normal prudence would expect in its own case.

- Not Legally Binding.** This MOU is not intended to be and is not to be construed as a legally binding agreement. **Signing of this MOU does not result in any material, financial or other obligation for either of the parties hereto.** By signing this MOU, the parties are signifying their desire for future collaboration. Specific initiatives may be considered and agreed upon, on a case to case basis, including the contributions and obligations of each institution. Each such initiative shall be negotiated between the Parties and have the mutual agreement, and shall be formalized by a signed appendix to this MOU.
- Term.** This MOU is effective for a period of 3 years from the date the MOU is signed by both parties. It may be extended or amended with the written agreement of both the parties and may be terminated by either party with 6 (six) months' written notice to the other party. Any notice of termination should be addressed as follows:
- This MOU is completed in English and is signed in two (2) originals with one (1) original remaining in possession of each party.

IN WITNESS WHEREOF the parties have executed this MOU as on the day and year FIRST ABOVE WRITTEN.

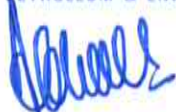
University of Petroleum and Energy Studies

IMT Ecole Nationale Supérieure des Mines d'Albi-Carmaux

Dehradun, India on 13<sup>th</sup> July, 2017

Albi, France, on 2017, Mai, 17

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar

Abhay Sharma

Registrar

UPES, ENERGY ACRES, P.O.  
BIDHOLI, VIA PREM NAGAR  
DEHRADUN - 248007  
UTTARAKHAND, INDIA



Narendra JUSSIEN

Director

Campus Jarlard - 81013 ALBI CT Cedex 09  
tél : 05 63 49 30 00 - Fax : 05 63 49 30 99



DOCUMENT REVIEW AND APPROVAL FORM

Type of Document / Contract: IA MOU with IMT Mines Albi-Carmaux

Supplier/Vendor/Other/s: \_\_\_\_\_

☐ New Contract ☐ Renewal ☐ Amendment/ Exhibit ☐ Corporate document ☐ Letter/communication ☐ Other
Effective Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ ☐ Automatic renewals

Short Description / Purpose: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

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: \_\_\_\_\_

☐ 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
<b>Initiator</b>	X	Ugur Guven	Vice President International Affairs	13.07.2017	<input checked="" type="checkbox"/> e-mail attached
<b>Treasury</b>	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
<b>Legal</b>	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Baij Nath	Asst. Director- Legal	13.07.2017	<input checked="" type="checkbox"/> e-mail attached
<b>Tax</b>	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
<b>Finance</b>	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
<b>Academic</b>	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached

	Required?		Title	Date	Signature & Comments
Accounting	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sanjeev Kr. Goal	FO	13.07.2017	 <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	13.07.2017	 <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

## Memorandum of Understanding (MoU)

Between

National Institution for Transforming India (NITI) Aayog

And

University of Petroleum and Energy Studies (UPES), Dehradun

### ON ANALYSING ISSUES RELATED TO THE CLEAN ENERGY POLICIES, GRID INTEGRATION OF RENEWABLES, IMPACT OF CLEAN COAL TECHNOLOGIES and ENERGY EFFICIENCY AND IMPLEMENTATION ASPECTS

A Memorandum of Understanding (MoU) is signed on 9<sup>th</sup> December, 2016 between

**National Institution for Transforming India (NITI) Aayog**, Government of India, having its office at Sansad Marg, Sansad Marg Area, New Delhi, Delhi 110001 through its Authorized Signatory Mr. Anil Kumar Jain (Advisor Energy, Climate Change & Overseas Engagements) (which expression shall where the context so admits include its successors and permitted assigns) of 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, hereinafter referred to as UPES or Receiving party, through its Registrar Mr. Abhay Sharma which expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors-in-interest of the ONE PART:

The parties hereto have reached the following intent:

#### ARTICLE 1: BACKGROUND AND PURPOSE

In order to examine and understand various energy sector related issues such as resource availability, production, consumption, sectoral demands, local and global environmental impacts and implications of changes in energy prices and technology, it is important to analyze

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Registrar



the energy sector in a comprehensive manner using an appropriate set of tools related to energy efficiencies and clean energy policies. The understanding thus gained can inform energy policy formulation.

The scale of the challenges faced by the Indian energy sector, such as a large population without access to modern energy services, limited domestic availability of fossil fuel resources and stress around other natural resources such as land and water, put India in a unique situation. This implies that adopting solutions that have worked elsewhere may not work in the Indian context, and calls for India-specific solutions to be developed. Developing solution frameworks to deal with such multi-sectoral challenges is best done in an organization such as NITI Aayog whose remit includes being a think-tank cutting across sectoral boundaries.

University of Petroleum and Energy Studies (UPES) was established in the year 2003 through UPES Act, 2003 passed by the State Legislature of Uttarakhand and has its campus at Energy Acres, Bidholi, Dehradun and is acting through its Registrar Mr. Abhay Sharma. UPES emerged as an innovative institution offering industry-focused specialized graduate, post graduate and doctoral programs in key areas such as Energy, Infrastructure, Transportation, Information Technology, Management and Law. UPES endeavors to be recognized as a 'Nation Builders University' with a progressive vision of creating specialized professionals in the core sectors that can contribute in the economic growth of the country.

The university's objective is to develop domain specific, competent technocrats, professionals and managers who are ready to join the core industries. Advanced teaching methodologies, innovative and updated curricula and the focus on 'on-the-job exposure' give UPES students the edge to be readily deployable in the chosen field.

## ARTICLE 2: SCOPE

This MOU lays down the broad mandate of providing assistance to the NITI Aayog. The specific activities to be undertaken under this MOU will be decided from time to time based on mutual consultations. The resources required for such activities may be either raised independently by UPES from other sources, or provided by NITI Aayog after following due and requisite process, and will be decided on a case-to-case basis.

This MOU provides as a framework for cooperation between NITI Aayog and UPES to collaborate for designing, developing, and conducting consultative policy dialogue and business research to promote and enable high level energy efficiency policy formulation in India by jointly undertaking the following activities:



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Registrar

- a. To support the mechanism for development and implementation of a broad national framework for energy efficiency with the goal to improve the energy intensity of Indian economy by helping set energy efficiency as a resource target at the National level, appraising the States for devising appropriate strategies for energy efficiency measures.
- b. To provide inputs on the implications of clean coal technology on the overall energy scenario of India.
- c. To look at market mechanisms and policy options to promote energy efficiency in the residential sector with a specific focus on multi-dwelling units in medium and high-rise residential buildings.
- d. To provide inputs on the implications of high penetration of renewables on the grid.
- e. Collaboratively work to enhance the capacity of Indian States and put an objective evaluation framework to implement energy efficiency policies and scale up the implementation efforts in all States.
- f. Collaboratively develop suitable outreach and communications materials including energy efficiency market and policy briefs, newsletters and reports showcasing the progress made by Government of India in various energy related matters.

### **ARTICLE 3: MODE OF COOPERATION**

Possible activities of co-operation for analyzing issues related to energy sector in India may include:

- A. Exchange of information
- B. Conduct of joint research projects
- C. Exchange visits of suitable personnel for participation in agreed joint activities
- D. Organizing seminars and other meetings on agreed topics
- E. Other forms of co-operation in the areas of energy and energy related fields as may be mutually agreed upon falling within the scope of this MOU.

(ii) Exchange of any confidential information shall be governed by a separate written non-disclosure agreement between the two parties.

### **ARTICLE 4: Intellectual Property Rights**

Intellectual property rights (IPR) of all the reports/studies that are generated/undertaken under this collaboration (Memorandum of Understanding) shall be jointly owned by NITI Aayog and UPES, Dehradun.



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Registrar

#### **ARTICLE 5: Financing**

While the parties engaged in this MOU i.e. NITI Aayog and UPES will bear their own expenses in furtherance of their objectives, it does not preclude UPES from accessing any funding from the schemes of NITI Aayog as per the schematic provisions.

#### **ARTICLE 6: DURATION**

The MOU will be valid initially for five years, from the date of signing. However, this is expected to be further extended with mutual consent of both the parties, in order to ensure continuous inputs regarding energy policy formulation in lights of changing trends and environment.

#### **ARTICLE 7: TERMINATION**

This MOU can be terminated by either party by serving one month written notice to the other party. However, during the notice period, both the Parties would honor the contractual obligations.

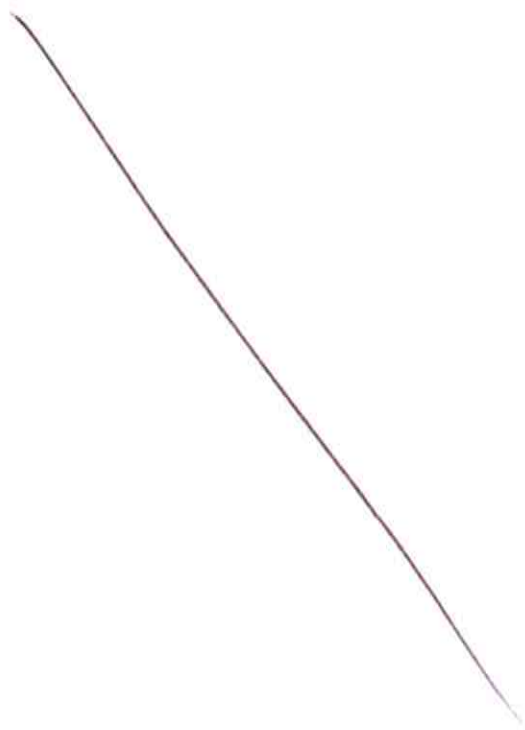
#### **ARTICLE 8: DISPUTE SETTLEMENT**

All disputes arising between the parties in any way connected with this Memorandum of Understanding (MoU) in regard to the interpretation of the context hereof shall be resolved amicably on mutual consultations and negotiations between the Parties.

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar



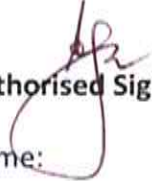
**SIGNATURE OF PARTIES**

IN WITNESS WHEREOF the parties hereto have signed this MOU on the day, month and year mentioned above

**Witness (1)**

.....

**Authorised Signatory, NITI Aayog**

Name: 

Designation: UNIVERSITY OF PETROLEUM & ENERGY STUDIES



**Witness (2)**

.....

**Authorised Signatory, University of Registrar  
Petroleum and Energy Studies**

Name: 

Designation: REGISTRAR 

Date:

**DOCUMENT REVIEW AND APPROVAL FORM**

Type of Document / Contract: Agreement

Ref: \_\_\_\_\_

Supplier/Vendor/Other/s: National Institution for Transforming India (NITI) Aayog

New Contract    Amendment/ Exhibit    Corporate document    Letter/communication    Other

Effective Date: Dec 9, 2016   Expiration Date: Dec 8, 2021    Automatic renewals

Short Description / Purpose: This MOU provides as a framework for cooperation between NITI Aayog and UPES to collaborate for designing, developing, and conducting consultative policy dialogue and business research to promote and enable high level energy efficiency policy formulation in India by jointly undertaking the activities as mentioned in MOU.

**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



Your signature below attests to the fact that you have read the Contract in its entirety, understand its provisions and believe that 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. Prasoom Dwivedi	Head, Department of Economics and International Business (DoEIB)	December 9, 16 September 2016	<i>Prasoom</i> <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	LA	Dec 9, 16	<i>Anu Sharma</i> <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

	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	FO	Dec 9, 2016	<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	Dec 9, 2016	 <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

## Dorothy Buragohain

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**From:** Abhay Sharma  
**Sent:** Friday, December 16, 2016 10:46 AM  
**To:** Dorothy Buragohain  
**Subject:** FW: MoU between NITI and UPES  
**Attachments:** 20161215\_155757.jpg

**From:** Dr. Prasoom Dwivedi  
**Sent:** Thursday, December 15, 2016 4:08 PM  
**To:** Abhay Sharma  
**Subject:** FW: MoU between NITI and UPES

Dear Sir,  
PFA desired document along with my signature.  
Also find find approvals in the trailing mail.

Kind Regards  
prasoom

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**From:** Sanjeev Kumar Goyal  
**Sent:** Tuesday, September 13, 2016 4:57 PM  
**To:** Dr. Prasoom Dwivedi  
**Cc:** Dr. Sawaran Jit Chopra; Abhay Sharma; Dr. Jitendra Kumar Pandey; Anu Sharma  
**Subject:** MoU between NITI and UPES

As per appended mail I had cleared it on 2<sup>nd</sup> Sep 2016.

Regards,

Sanjeev

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**From:** Dr. Prasoom Dwivedi  
**Sent:** Tuesday, September 13, 2016 4:55 PM  
**To:** Sanjeev Kumar Goyal  
**Cc:** Dr. Sawaran Jit Chopra; Abhay Sharma; Dr. Jitendra Kumar Pandey; Anu Sharma  
**Subject:** FW: MoU between NITI and UPES

Dear Mr. Goyal,  
Gentle Reminder for approval for MOU between UPES and NITI Aayog.

Kind Regards  
prasoom

Date: February 23, 2018

**Reference:** UPES/INT/2018/INS/P/EXC/SM/R006**Subject :** Acceptance Letter to UPES


Dear Maxime LOTTIN,

We are pleased to inform you that *your application as an Exchange Student in University of Petroleum and Energy Studies has been accepted*. The details and the duration of the project as well as the name of your supervisor are given below.

This acceptance letter allows you to start the administrative steps to prepare your arrival in India for your activities as Exchange student in the University of Petroleum and Energy Studies. Please direct your queries for your admission process to the Office of International Affairs by emailing your queries and documents to [international@upes.ac.in](mailto:international@upes.ac.in) Please follow through with all the necessary procedures for Visa procedures, legal requirements, signing of the undertaking, international health insurance etc. before your arrival. Your status as an International Exchange student at UPES will only become valid after the successful fulfilment of all necessary conditions including Visa, Registration and any other necessary procedures.




We are pleased to welcome you to UPES and to India.

<b>Student Name:</b>	Maxime LOTTIN
<b>Student's Institution:</b>	ENSICAEN
<b>Exchange Duration:</b>	May 01, 2018 – August 18, 2018
<b>Department Coordinator:</b>	Dr. Vindhya Devalla
<b>International Coordinator:</b>	Prof. Dr. Ugur GUVEN



**Prof. Dr. Ugur GUVEN**  
*Associate Dean - International Affairs*

For any queries, contact International Affairs at :  
Tel : +(91) 8410080010  
E-mail : [international@upes.ac.in](mailto:international@upes.ac.in)

 **CORPORATE OFFICE:** 210, 2<sup>nd</sup> Floor, Okhla Industrial Estate, Phase III, New Delhi - 110 020, INDIA, T +91 - 11 - 41730151-53, F +91 - 11 - 41730154**CAMPUSES:** **ENERGY ACRES:** Bidholi Via Prem Nagar, Dehradun - 248 007 (Uttarakhand), INDIA, T +91 - 135 - 2770137, 2776053/54/91, 2776201  
F +91 - 135 - 2776090/95 **KNOWLEDGE ACRES:** Kandoli Via Prem Nagar, Dehradun - 248 007 (Uttarakhand), INDIA, T +91 - 8171979021/2/3, 7060111775

■ Engineering ■ Computer Science ■ Design ■ Business ■ Law

Date: 10 May, 2018

**Reference:** UPES/INT/2018/INS/P/EXC/S1/R052  
**Subject :** Semester Exchange Acceptance Letter from UPES

Dear **Sujisan SUNTHARESWARAN**,

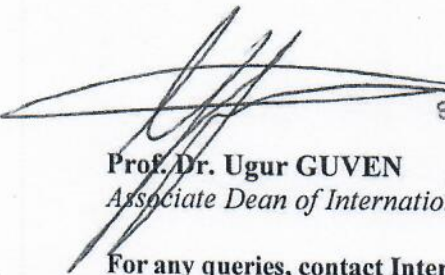
We are pleased to inform you that your application as an *Exchange Student* for the B.Tech in Aerospace Engineering has been accepted.

The B.Tech in Aerospace Engineering is under the Department of Aerospace Engineering in School of Engineering, UPES and the lectures will be delivered in English. The duration of your study will be from 1<sup>st</sup> of August 2018 and it will end in 25<sup>th</sup> of December 2018.

This acceptance letter allows you to start the administrative steps to prepare your arrival in India for your activities as Semester Exchange student in the University of Petroleum and Energy Studies. Please direct your queries for your admission process to the Office of International Affairs by emailing your queries and documents to [international@upes.ac.in](mailto:international@upes.ac.in) Please follow through with all the necessary procedures for Visa procedures, legal requirements, signing of the undertaking, international health insurance etc. before your arrival. Your status as International Semester Exchange student at UPES will only become valid after the successful fulfillment of all necessary conditions including Visa, Registration and any other necessary procedures.

We are pleased to welcome you to UPES and to India.

**Student Name:** Sujisan SUNTHARESWARAN  
**Student's Institution:** Coventry University, United Kingdom  
**Specialization:** B.Tech in Aerospace Engineering  
**Semester Exchange Duration:** August 1, 2018 to December 25, 2018  
**International Coordinator:** Prof. Dr. Ugur GUVEN




**Prof. Dr. Ugur GUVEN**  
Associate Dean of International Affairs


**Dr. UGUR GUVEN**  
Senior Professor – Aerospace Engineering  
Associate Dean – International Affairs  
University of Petroleum & Energy Studies  
"Energy Acres", P.O. Bidholi, Via Premnagar  
Dehradun-248007 (Uttarakhand)



For any queries, contact International Affairs at :  
Tel : +(91) 8410080010  
E-mail : [international@upes.ac.in](mailto:international@upes.ac.in)

 **CORPORATE OFFICE:** 210, 2<sup>nd</sup> Floor, Okhla Industrial Estate, Phase III, New Delhi - 110 020, INDIA, T +91 - 11 - 41730151-53, F +91 - 11 - 41730154

**CAMPUSES:**

 **ENERGY ACRES:** Bidholi Via Prem Nagar, Dehradun - 248 007 (Uttarakhand), INDIA, T +91 - 135 - 2770137, 2776053/54/91, 2776201  
F +91 - 135 - 2776090/95

 **KNOWLEDGE ACRES:** Kandoli Via Prem Nagar, Dehradun - 248 007 (Uttarakhand), INDIA, T +91 - 8171979021/2/3, 7060111775

■ **Engineering** ■ **Computer Science** ■ **Design** ■ **Business** ■ **Law**