



MEMORANDUM OF UNDERSTANDING

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

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

AND

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

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

1. Objective of the MOU:

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

2. Title of the Competition:

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

3. Prizes:

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

Registrar

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

4. Publication:

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

5. Jury, criteria and scheme of evaluation:

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

University of Petroleum & Energy Studies

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

Registrar

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

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

iii. Third Stage: Final marking (The jury)

6. Obligations of SSIA and COLS:

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

7. Duration and amendment of the MOU:

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

8. Signed in Duplicate:

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

3 of 3



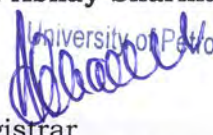


their duly authorized officers have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written

Dr. S. Ravichandran


Advocate & Head, Academic Initiatives
Surana & Surana International Attorneys

Mr. Abhay Sharma


University of Petroleum & Energy Studies
Registrar
University of Petroleum & Energy Studies

MAHENDRA AEROSPACE PVT LTD, BANGALORE

AND

UNIVERSITY OF PETROLEUM & ENERGY STUDIES, DEHRADUN

MEMORANDUM OF UNDERSTANDING

22nd of February 2014

This Memorandum of Understanding ("MOU") is executed on this 22nd day of February 2014 between:

Mahindra Aerospace is aerospace division of the Indian multinational conglomerate company Mahindra Group. Mahindra Aerospace Private Limited is a leading Indian private firm to make through its manufacturing plant, aero structures, components for global market. It is an AS9100 Rev.B certified design organization having its office at Touch Down Building, 3rd Floor, HAL Industrial Area, Vibuthipura, Bangalore 560037, India.

UNIVERSITY OF PETROLEUM & ENERGY STUDIES, DEHRADUN 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 (hereinafter referred to as "UPES") represented by its (Vice Chancellor), Dr. Parag Diwan, hereinafter called – "UPES"

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

Responsibilities of Mahindra Aerospace

1. To offer Summer Internships and project work to the students of UPES for 6 to 8 weeks in the technical and managerial functions in the corporate office and/or operation base of Mahindra Aerospace. This would provide students with the opportunity to apply their learning and skills on challenging projects.
2. To offer, to the extent possible, industrial tours of UPES students to Mahindra Aerospace locations after mutual discussions.



3. To conduct faculty development programme, wherein Mahindra Aerospace will nominate faculties from the list suggested by UPES for undertaking live projects in the areas mutually beneficial in the corporate office or operation base of Mahindra Aerospace.
4. Placements-To consider UPES as a preferred campus for recruitment of domain trained professionals.
5. To organize visits of senior executives of Mahindra Aerospace to the UPES Dehradun campus from their technical and managerial functions, for the purpose of Guest Lectures. This would provide an ideal platform wherein senior officials of Mahindra Aerospace can share their experience and thinking with the students.
6. Mahindra Aerospace, in its quest to recruit ready to deploy graduates/post-graduates, will provide suggestions from an Industry perspective which would help UPES in updating its course-curriculum from time to time.
7. To undertake the Identification of the development projects, fixation of time frame and allocation of resources including financial to the extent of feasibility.
8. To undertake joint R&D and consultancy projects with the faculty of UPES and involvement of specialists at National and International Level whenever possible.
9. To allow access to designated staff and students of UPES to visit the premises of Mahindra Aerospace in connection with Industry orientation programs.

Responsibilities of UPES

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

Joint Responsibilities:

1. Areas of cooperation / collaboration will be identified jointly.
2. For each area of cooperation specific projects will also be identified. The project title and the scope of work will be discussed and decided between both the coordinators



and a preliminary project report indicating the scope, resources, facilities, test and evaluation, etc., will be prepared and signed by both the parties.

3. Both the parties agree that this MOU represents a nonexclusive relationship between the parties, and nothing contained herein shall preclude either party from participating in other similar relationships with third parties at any time, either during the term of or after the termination of this MOU for any reason.
4. Both the parties agree to maintain confidentiality of information and the release of any information will be with mutual agreement of both parties.
5. Neither party shall have any liability except what is expressly mentioned herein.
6. While undertaking a joint project the expertise, software, hardware, data, etc available with either party will be made available for completion of the project

During the currency of this MOU and for one year thereafter, Mahindra Aerospace agreed not to solicit for employment or hire any professional or technical employee or retainer of UPES without prior written approval of UPES, unless such employee shall have ceased to work for UPES for a continuous period of six months.

INTELLECTUAL PROPERTY RIGHT

As a part of scope of work above, if any Intellectual Property (IP) gets generated jointly, the ownership shall be decided on case to case basis. Such decision on arising Intellectual Property shall be covered under separate Agreement. However, either Party may have the exclusive rights to such IP at a mutually agreed remuneration.



GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.

ARBITRATION

Except for seeking injunction from the court of competent jurisdiction, every dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this MOU or the subject matter thereof shall be referred to Arbitration by a sole Arbitrator, who shall be appointed by both the Parties with mutual consent. The Arbitration proceedings shall be conducted in terms of Arbitration & Conciliation Act, 1996 and/or any statutory modification or re-enactment thereof and the venue of the Arbitration proceedings shall be at New Delhi and language of Arbitration shall be in English. The expenses of the Arbitration proceedings shall be borne equally by the Parties or as may be decided by the Arbitrator.

The Parties specifically agree that in respect of this Arbitration, or the Arbitral Proceedings or any Order/Award passed by the Sole Arbitrator, the same shall be subject to the exclusive jurisdiction of the Courts in New Delhi.

7. This MOU is valid for a period of three years from the date of execution and can be terminated with the consent of the either party with three months prior notice and written information without any liability on each other.
8. The address for correspondence between two parties will be as under:

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Signed



Mr Dayanand L Guddin

Chief Human Resources Officer
Mahindra Aerospave Pvt. Limited
Touch Down Building, 3rd Floor,
HAL Industrial Area, Vibhutipura,
Bangalore – 560 037
Karnataka, India.

Guddin.dayanand@mahindraaerospace.com
Mobile No.: +91 96205 12355



Dr Parag Diwan

Vice Chancellor
University of Petroleum & Energy Studies
Energy Acres, P.O. Bidholi, Via Prem Nagar
Dehradun – 248 007
Uttarakhand, India.

vc@upes.ac.in

Mobile No.: +91 98110 75417

Witness:

1. VIJAY RAMWA

1. 

1. ALKA MADHAN

2. Anil Kumar



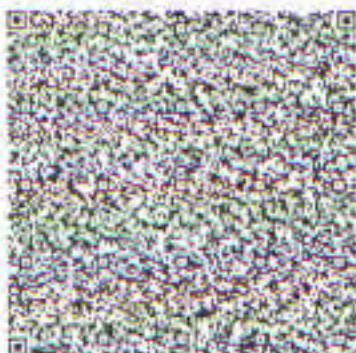
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Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL72075456688737N
Certificate Issued Date	: 24-Feb-2015 10:48 AM
Account Reference	: IMPACC (IV)/ dl831103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL83110341093048783242N
Purchased by	: UPES
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: UPES
Second Party	: Not Applicable
Stamp Duty Paid By	: UPES
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on this 26th day of June, 2015, 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 (hereinafter referred to as "UPES") through its Registrar Mr. Abhay Sharma,
For University of Petroleum & Energy Studies

Abhay Sharma

Registrar

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shoilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

which expression unless the context otherwise provide, include its successors and permitted assigns) of the First Part;

AND

Capgemini India Private Limited, a company incorporated under the provisions of Companies Act, 1956 having its registered office at Plant 2, Block "A", Godrej IT Park, Godrej & Boyce Compound, LBS Marg, Vikhroli (West), Mumbai 400 079 (hereinafter referred to as "Capgemini") through its authorized signatory Mr. Girish Wardadkar which expression unless the context otherwise provide, include its successors and permitted assigns) of the Other Part;

Capgemini Group: Founded in Grenoble, France in 1967, by Serge Kampf, Capgemini has grown to become one of the leading global outsourcing, consulting and technology companies. A focused drive towards a strategy of development and diversification has resulted in both internal and external growth. Headquartered in Paris, Capgemini operates in 44 countries in North & South America, Europe, and the Asia-Pacific region.

Capgemini India Pvt. Ltd.: Capgemini started its India operations in 1999. India has been the hub of Capgemini's growth in the recent years and today boasts of around 1/3rd of our group's strength. Capgemini provide a wide range of services from Engineering Services, Technical Publications, IT Application Development, Application Management, Consulting, BPO services, Infrastructure Management Services from India. With a team of 50,000+ employees and 9 locations working for more than 600 clients, the India operation has been the nerve centre of the global operations.

Capgemini and UPES hereinafter referred to individually as the 'Party' or collectively as the "Parties"

WHEREAS, the Parties are mutually interested in establishing collaboration on academic and research related development activities;

WHEREAS both the Parties desire to explore the potential for cooperation and active collaboration to foster exchanges in education, training and research. The Parties have discussed the furtherance of these interests and now desire to record their mutual understanding in this regard;

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

ARTICLE I: PRINCIPLES OF COLLABORATION

The purpose of this MoU is solely to detail the intentions of both the Parties in order for them to evaluate the possibility of developing collaborations in the activities detailed under Article II hereunder.

1. To bridge the gap between industries expectations and institutes academic curriculum.
2. The following possibilities can be leveraged by UPES and Capgemini based on specific agreements under this MoU; -



- i. The students gain by updated knowledge of industrial practices & applications, hands on training and employability.
 - ii. The faculty members gain by exposure to latest practices in industry & faculty training.
3. Capgemini shall have availability of employable manpower pool, reduction in learning curve during employee induction and increased productivity.

ARTICLE II: AREAS OF COLLABORATION

The primary areas of collaboration are in the fields of:

1. Assigning research and development projects to the students and faculties of UPES; collaboration in technical services, consultancy and related activities
2. Organizational visits for students and faculties of UPES; encouragement of exchange of academic colleagues and of students
3. The training of Capgemini employees by the faculty of UPES;
4. Delivery of guest lectures by experts from Capgemini;
5. Hands on training for students and faculty at Capgemini;
6. Intensive summer training for the students of UPES;
7. Involvement of faculty/students in new product development, modifications in existing products or processes, testing and validation as per needs of industry;
8. Consideration of recruitment of students, subject to the HR recruitment policies and process followed by Capgemini, who undergo intensive summer training based on their training performance;
9. Preselecting and Grooming Students from Existing Programs at UPES for Faster in-company Deployment always subject to HR recruitment policies and procedure followed by Capgemini;

Capgemini can preselect students from existing batches through their own selection criteria one year before they are due to graduate. These students would then be given additional gap training in accordance with the specifications given by Capgemini as per **Addendum "A"**.

Other areas can be added by written agreement of the Parties, which will only be valid by signature of an authorized signatory of each of the Parties.



Registrar



ARTICLE III: METHODS OF COLLABORATION

The Parties shall jointly develop activities to enhance their academic and research capabilities for the benefit of both the Parties. The specific activities shall be further developed and materialized separately in writing for each activity when an activity will be organized jointly. Both Parties will determine the feasibility of each activity according to their requirements as mutually agreed prior to its implementation, such mutual agreement shall consist of the legal obligations and responsibilities of both the Parties relating to the management and organization of the activity, ownership, management and exploitation of Intellectual Property, fees, maintenance and expenses where applicable, start date and duration of activity and surviving obligations following termination of the activity. Each Party will nominate a representative to supervise that Party's involvement in an activity, name and contact details of said representatives will be issued to both Parties.

ARTICLE IV: DURATION & TERMINATION OF MOU

This Memorandum of Understanding will be initially for a period of 3 (Three) years effective from the date of signing this MOU and may be terminated by either Party at any time upon serving 3 (Three) months written notice, provided however that any such termination shall not affect any existing contracts that may have been entered into by the parties and any such contracts shall be completed in accordance with their terms.

ARTICLE V: Confidential Information

Confidential Information shall mean all proprietary information or data furnished by either Party and/or its affiliates before or after the effective date hereof, whether written or oral which includes but is not limited to developments, decision technology, specifications, techniques, sketches, works of authorship, applications processes, strategies, designs, photographs, profile of its subsidiaries, any data or information regarding either Party's employees, business objective / criteria, employee lists, employee profiles, employee information, and other documentation relating to past, present or future business activities and services, which is disclosed by either Party and which was designated as confidential at the time of disclosure.

Both Parties agrees and confirms that it shall not use, share, and reveal any Confidential Information provided by either Party for any purpose other than as agreed under this MoU and provide it only on a need to know basis to its Personnel (including subcontractors wherever applicable) for provision as agreed under this Agreement with prior written permission from other Party. A breach by either Party of any of the provisions contained in this MoU may result in irreparable and continuing damage to the other Party for which there may be no adequate remedy at law, and the Party disclosing confidential information shall be entitled to equitable or injunctive relief and/or a decree for specific performance (in addition to all other remedies which may be available to it at law), and such other relief as a court may deem just and proper.



Save as permitted in this clause:

- a. Both Parties shall not mention or otherwise use the name or trademark of either Party or its affiliates in any publication, press release, promotional material or other form of publicity without the prior written consent of the appropriate individual designated for the purpose;
- b. Both Parties shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;
- c. promptly inform other Party of any potential or accidental disclosure of the Confidential Information and take all steps, to retrieve and protect the said Confidential Information;
- d. use the Confidential Information only for the purpose for which it was provided and not profit from the same in any unauthorized manner.

ARTICLE V: Liability

Notwithstanding anything stated under this MoU, Capgemini shall not be liable to UPES for any indirect, incidental, special or consequential damages, including without limitation any damages for lost profits incurred by UPES or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages. Either party's liability arising out of or in connection with this MoU, (including negligence and strict liability) or otherwise, shall not exceed Rs.50,000/-.

ARTICLE V: General Clauses

1. Both Parties shall comply with the other Party's "zero tolerance" practice towards bribery and corruption and ensure that any overt or covert attempt by any employee of either Party seeking illegal gratification, whether in cash or in kind, is reported to the other Party immediately.
2. Both Parties shall ensure that Gift, Meal, Entertainment or any other form of business courtesy is not extended to any employee of other Party or any other person acting or purporting to act on behalf of either Party.
3. Capgemini shall ensure not to transact any other financial business, other than the contracted one, within the campus without prior sanction of UPES.
4. Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party.
5. Each party warrants to the other party that in performing their duties required under this MOU, they will comply with the applicable law and shall take no action which constitutes a violation of applicable law and which would subject other party to penalties under applicable law.



ARTICLE VI: AMENDMENTS

This MOU may be amended through mutual consent of the Parties and shall be effected by an appropriate instrument recording the agreed amendments and signed by the duly authorized representatives of the Parties.

ARTICLE VII: FINANCIAL MATTERS

All financial arrangements and other arrangements, terms and conditions will be negotiated for each specific case as appropriate.

ARTICLE VIII: GOVERNING LAW

This MoU shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction in all matters arising out of this MoU.

ARTICLE IX: DISPUTE SETTLEMENT

It is agreed between 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 as provided herein, the matter shall be referred to the Authorized Representatives of both Parties who will nominate individuals or parties to resolve the issues.

This MoU is hereby executed by the Parties as follows:-

Signed for and on behalf of
Capgemini India Private Limited.



.....
Mr Grish Wardadkar
Sr. VP, Capgemini India Pvt. Ltd.

Signed for and on behalf of
University of Petroleum & Energy Studies
by

For University of Petroleum & Energy Studies



.....
Mr. Abhay Sharma
Registrar, UPES

Registrar

ADDENDUM - A

PROCESS TO CUSTOMISE SELECTED PROGRAMS TO CAPGEMINI'S NEEDS

1. Subject Experts at Capgemini to identify gaps in program and subjects that can be added to customize the program for Capgemini's needs.
2. UPES will custom tailor its curriculum to be approved by its Academic Council.
3. Capgemini will need to pre-select through pre-determined qualification criteria at the minimum 15 students (or 30% of the total batch size, whichever is greater) that will form the customized batch.
4. All pre-selected students will intern with Capgemini (UG – post Third Year, PG- post First Year)
5. As also, do their Final Projects with Capgemini (UG -Eighth semester, PG-Fourth Semester).
6. Capgemini's Customized Curriculum will be delivered in the 4th semester during the final year for PG students and during 8th Semester during final year for UG students.
7. During the delivery of the bespoke Capgemini curriculum, subject experts from Capgemini would be welcome to deliver special lectures.*
8. Soft skills training as well as the company's HR Induction program can also be included for delivery on campus.*
9. Customized batch of Students on completion of the course will automatically be offered placement with Capgemini.
10. There will be no additional charge for customization of the Programs at UPES.


**Capgemini shall bear the cost of travel of Capgemini experts to campus.*

UPES will provide all facilitation and infrastructure support at zero cost.

For University of Petroleum & Energy Studies



Registrar





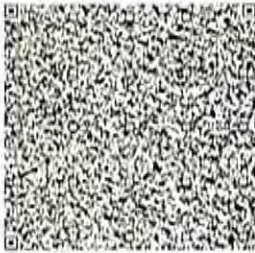
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Certificate No.	: IN-DL00987892799391L
Certificate Issued Date	: 23-Dec-2013 02:26 PM
Account Reference	: IMPACC (IV)/ dl732103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL73210399753059324988L
Purchased by	: UPES
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: UPES
Second Party	: Not Applicable
Stamp Duty Paid By	: UPES
Stamp Duty Amount(Rs.)	: 10 (Ten only)



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on this 29th day of June 2015.

BETWEEN:

Oilmax Energy Pvt. Ltd., a privately owned integrated Oil & Gas company having its place of business at 3-A, Runwal & Omkar Esquare, Chunabhatti Signal, Eastern Express Highway, Sion (East), Mumbai - 400



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shreestamp.com". Any discrepancy in the details on this Certificate makes it available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

022, India (hereinafter referred to as "**Oilmax**" which expression unless the context otherwise provide, include its successors and permitted assigns);

AND

University of Petroleum and Energy Studies, a university approved under the Section 2(f) of UGC Act, 1956 and situated at "Energy Acres", UPES Campus, P.O. Bidholi Via-Prem Nagar, Dehradun – 248 007 (Uttarakhand), India (hereinafter referred to as "**UPES**" which expression unless the context otherwise provide, include its successors and permitted assigns); and

Oilmax and **UPES** are hereinafter individually referred to as "**Party**" and collectively as "**Parties**".

Whereas Oilmax is one of the leading privately owned integrated oil & gas company, with a portfolio spreading from Exploration, Production, EPC, O&M and Gas Business, currently operating in India, Romania, Nigeria with future target acquisitions in Far East, Russia, Middle East and Africa, Malaysia, Russia and Kazakhstan., understands its responsibility towards contributing in a meaningful way to the development of human capital for the industry. Oilmax proposes increasing its partnership with the respected universities in the Indian energy sector, to create a mutual beneficial future for the industry.

Whereas UPES is a state private university offering specialized under graduate and postgraduate programs in the energy sector, including petroleum technology and petroleum management.

And whereas, UPES aims to develop into a world-class university in energy education and research with special focus on the energy sector.

1. SCOPE OF MOU

This MoU, while not creating binding or legal obligations on either Party, will promote cooperation and collaboration between the Parties.

2. OBJECTIVES

- 2.1 Oilmax will offer **Six (6) Scholarships of INR 50,000** each every year to students who have displayed excellence at the UPES Engineering Aptitude Test (UPESEAT), and have taken admission for any engineering program of the university. Out of the 6 scholarships, 3 are reserved for Girl students, and in case appropriate girl candidates are not found eligible, the same will be passed on to boy students.
- 2.2 Oilmax will offer an "**Oilmax Energy Gold Medal**", every year consisting of a "Gold Medal" and a certificate of merit, and will be singularly awarded to the outstanding graduating student of engineering program of the University for overall proficiency.



A handwritten signature in blue ink, likely belonging to the Registrar.

- 4.2.5 There should not have been any disciplinary action taken or pending against the students on account of breach of rules of conduct and discipline.

(All sub criteria enumerated above should be simultaneously and collectively fulfilled)

5. CONSTITUTION OF THE SELECTION COMMITTEE

5.1 Student Scholarship Program

- 5.1.1 The Selection Committee will comprise of the following members:

- 5.1.1.1 Director Marketing of the University, or an officer designated by him for the specific agenda of this Committee;
- 5.1.1.2 Chancellor of the University, or an officer designated by him for the specific agenda of this Committee; as chairperson,
- 5.1.1.3 Managing Director of Oilmax Energy or an officer designated by him,
- 5.1.1.4 Selection Committee, should they desire, may also call for a personal interview of the short listed students.

5.2 Gold Medal

- 5.2.1 The Selection Committee will comprise of the following members:

- 5.2.1.1 Chancellor of the University, or an officer designated by him, Chancellor will be the chairperson of meeting.
- 5.2.1.2 Director Students Affairs of UPES,
- 5.2.1.3 Managing Director of Oilmax Energy or an officer appointed by him.

6. SELECTION PROCESS

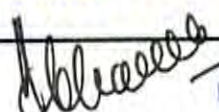
6.1 Student Scholarship Program

- 6.1.1 Director (Marketing) of UPES, will forward a set of names to the members of the Selection Committee within one week after completion of admission process, based on the short listing criteria defined in section 4.0 above, along with the following documents:
- 6.1.1.1 Resume of the student;
 - 6.1.1.2 A self-drafted Statement of Achievements, clearly mentioning career goals (typed, not exceeding 500 words)
 - 6.1.1.3 Certificates of Merit or Letters of Commendation at high school or any other record of achievements stated;



UNIVERSITY OF PETROLEUM & ENERGY STUDIES

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Registrar

8. CONFIDENTIALITY

- 8.1 The Parties agree that this MoU and all the information exchanged between the Parties pursuant to this MoU shall be treated as confidential ("Confidential Information"). Each Party shall hold in strict confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure and Confidential Information, save and except when such disclosure is made to government authorities or pursuant to, or as required by any law or to the students, faculty members, employees, legal advisors, auditors provided such persons formally or in writing agree to the confidentiality obligations similar to those set forth herein.

9. DURATION

The duration of the MoU shall be for a period of three years from date of signing, the Parties may agree to extend this MoU for a further period upon such terms as may be mutually agreed.

10. APPLICABLE LAWS

This MoU shall be governed by laws applicable in India.

For and on behalf of OILMAX ENERGY
PRIVATE LIMITED

Xi hang
Name: KAPIL GARG
Title: Managing Director



Witness:
Date:

For and on behalf of UNIVERSITY OF
PETROLEUM AND ENERGY STUDIES

UNIVERSITY OF PETROLEUM & ENERGY STUDIES
Name: Abhay Sharma
Title: Registrar

A handwritten signature in blue ink, appearing to read "Abhay Sharma".

Registrar

Witness:
Date:



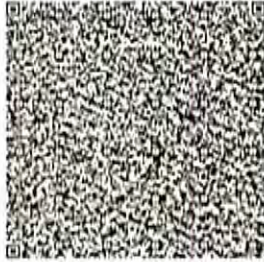
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Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL94763537497722N
Certificate Issued Date	: 20-Apr-2015 12:35 PM
Account Reference	: IMPACC (IV)/ dl831103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL83110386663038988351N
Purchased by	: UPES
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: UPES
Second Party	: Not Applicable
Stamp Duty Paid By	: UPES
Stamp Duty Amount(Rs.)	: 50 (Fifty only)



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on this 26th day of May, 2015;

BETWEEN

Varsity Education Management Private Limited (hereinafter referred to as "**Varsity**")
having its registered office at 6A/1, Court Chambers, New Marine Lines, Sir Vitthaladas

For University of Petroleum & Energy Studies Page 1 of 4

[Signature]

Registrar

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Thackersey Marg, Mumbai, Maharashtra - 400 020 and branch office at Plot No. 80, Shri Sai Plaza, Ayyappa Society, Madhapur, Hyderabad- 500 081 **represented by its Director Mr. V. Sricharan**, which expression shall unless it be repugnant to the context or meaning thereof means and include its successors, nominees, assigns, executors and administrators of **one part**.

AND

University of Petroleum & Energy Studies a University enacted by the State of Uttarakhand, having its Campus at Energy Acres, P.O. Bidholi, via Prem Nagar, Dehradun (hereinafter referred to as "**UPES**") represented 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 **other part**.

Varsity Education Management Private Limited and UPES hereinafter referred to individually as the 'Party' or collectively as the "Parties"

OBJECTIVE OF MOU:

UPES intends to introduce **BA** and **MA** programs from the Academic year 2015-16, the details of which are given below. UPES intends to embed the **Civil Services Test Prep** component into these program offerings. In this regard, UPES intends to partner with Varsity as the Civil Services Test Prep partner for following programs.

I. BA Program: BA Public Policy & Administration

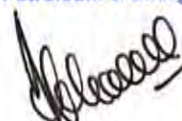
II. MA Programs:

1. MA Public Policy & Administration
2. MA International Affairs
3. MA Criminal Law & Justice

Embedded test prep: UPSC Civil Services

Towards the above both the parties intends to enter into Memorandum of Understanding to record the terms and conditions as follows:

1. As the Civil Services Test Prep partner, Varsity will conduct this test prep component in its entirety as a separate module on the UPES campus. UPES will impart the curriculum for the respective BA, MA degree.
2. The complete marketing will be taken by the UPES and there is no financial commitment from Varsity towards the ongoing marketing by UPES for BA and MA programs with the Civil Services Test Prep component.



3. In terms of trade mark sub license agreement dated 16th March 2011, Varsity will permit UPES to use the "Sri Chaitanya" brand name in the advertising and marketing collaterals intended for promoting the UPES BA and MA programs. The marketing material includes the following but not limited to:

- Physical marketing material (Newspaper ads, brochure, standees etc.)
- Digital marketing material (UPES website, digital marketing campaigns on Internet, Education Portals, Emailers, SMS, IVRS messages)
- Links to the Varsity Education Management Private Limited website and other civil services test prep reference material that might help a student decide in favour of this program

4. UPES may seek participation by representatives from Varsity during road shows, seminars or online events planned to promote the UPES BA and MA programs with the Civil Services Test Prep component.

5. The financial arrangement with respect to the coaching component will be formally agreed upon between both the parties only after UPES decides to start the respective batches, depending upon the numbers enrolled for each program. In a situation where UPES decides to not commence its BA and MA programs, there will be no financial liability on either partner.

6. Both the Parties will enter into a separate written Agreement in case UPES confirms to start the above programs. Such Agreement shall consist of the legal obligations and responsibilities of both the Parties relating to the management and organization of the Activity, ownership, management, fees and expenses where applicable, start date and duration of Activity and surviving obligations following termination of the Activity.

7. Varsity agrees to protect all assets of UPES that come within its control and ensure that all information respecting UPES that comes to its knowledge on account of this Agreement is protected, kept confidential and not disclosed to any third party unless required to do so in due course of law after prior intimation of such proposed disclosure to UPES.

8. Varsity shall comply with First Party "zero tolerance" practice towards bribery and corruption and ensure that any overt or covert attempt by any employee of UPES seeking illegal gratification, whether in cash or in kind, is reported to UPES immediately.

9. Varsity shall ensure that Gift, Meal, Entertainment or any other form of business courtesy is not extended to any employee of UPES or any other person acting or purporting to act on behalf of UPES.

10. Varsity shall ensure not to transact any other financial business, other than the contracted one, without prior sanction of UPES.



11. Both the parties agree that this MOU is subject to the agreement entered between both the parties.

12. Any dispute or differences with regard to this MOU shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996. The venue of such arbitration shall be Hyderabad;

13. The courts in Hyderabad only shall have jurisdiction to decide any dispute;

IN WITNESS WHEREOF and intending to be legally bound, the Parties have caused this MOU to be signed by their authorized representatives.

For and on behalf of University of Petroleum & Energy Studies

For University of Petroleum & Energy Studies

Abhay Sharma
Registrar


Registrar

For Varsity Education Management Private Limited

V. Sricharan
Director

MEMORANDUM OF UNDERSTANDING

(Campus to Power- Student Development Programme)

This Memorandum of Understanding ("MoU") is for the 6 Weeks Student Development Programme named "Campus to Power" and is made on 1st day of March 2015

BY AND BETWEEN;

Essar Power Ltd. (a company incorporated under the provisions of Companies Act 1956) through its independent learning center operating in the name and style of **Essar Power Learning Center (EPLC)** at Essar Power Learning Center, 44 KM Stone, Jamnagar - Okha Highway, P.O Box No.07, Dist. Devbhumi, Dwarka, Khambhaliya - 361305, Gujarat, India

AND

University of Petroleum and Energy Studies (UPES), which was established in the year 2003 through UPES Act, 2003 having its main campus at "Energy Acres", Bidholi, Dehradun, India and its corporate office - at 2nd Floor, 210, Okhla Industrial Estate, Phase III, New Delhi-110020, India (hereinafter referred to as "UPES").

Both EPLC and UPES shall be singularly referred to as "Party" and jointly referred to as "Parties".

WHEREAS:

- a) EPLC is an ISO 9001:2008 certified and recognized by Central Electricity Authority (CEA) of India, Ministry of Power, Government of India and is a part of Essar Power Ltd. of the Essar Group and has been working as training solution provider in the power business.;
- b) UPES has approached EPLC for providing the Student Development Program "Campus to Power" to its B Tech Power Systems Engineering 6th Semester students (hereinafter referred to as "Students");
- c) EPLC has agreed to provide the program and the program would be provided on the terms & conditions stipulated herein below :-

NOW THIS MOU WITNESSES AS UNDER:-

1. TRAINING SERVICES

M/s. Essar Power (through EPLC) shall provide the training services (including hands on training on 2 x 600 MW simulator, classroom sessions, model room and site/ plant visit, On-the-Job training, Project work etc.) to the students on the following terms:

Details of Services:

- a. During the term of this MOU, the Students shall adhere to the instructions of EPLC.
- b. EPLC undertakes to provide a conducive environment for the Students for receiving the training.
- c. UPES agrees that all communication, printed notes, slides, power point presentation used for the training are the proprietary items of EPLC and it shall be used for the training purposes only.

[Handwritten Signature]

For University of Petroleum & Energy Studies

[Handwritten Signature]

Registrar

(II) ACCOMODATION

- a. Standard furnished (AC, TV, study table, attached bathroom etc.) accommodation in a secure and safe location will be provided by EPLC on twin sharing basis.
- b. Students of UPES will have access to gym, sports & recreational facilities etc.
- c. The Students will be charged for his/her accommodation at the rate of Rs.250/- per day per person.

(III) FOOD

- a. The fee for training which has been mentioned herein below does not include cost of food.
- b. The indicative price of subsidized food available is as under:
 - I. Cost of Standard Breakfast is Rs.20/- pp*;
 - II. Standard Lunch/Dinner is Rs.45/- pp*
 - III. Cup of Tea is Rs.5/- pp*

**costs are subjected to change under the discretion of the company.*

3. TRAINING SCHEDULE

- a) 7- 8 hour day
- b) 6 days per week

4. TRAINING FEES and PAYMENT TERMS:

- a) As per agreed terms, each student need to pay in advance Rs.10,000/- (Rupees Ten thousand only) plus Service Tax (currently 12.36%; likely to get revised for the FY15-16) per person, that includes Training fees, transportation to & from Jamnagar and to the place of training and Site Visits but excludes personal visits. However boarding, lodging and food expenses have to be borne by the individuals.
- b) The fee will remain firm and unchanged for the entire period of training.
- c) UPES shall ensure that its Students nominate one monitor, who will collect the fees on behalf of the other Students and deposit the money through RTGS to A/c No provided by EPLC.
- d) UPES shall ensure that its Students shall make 100% payment of Training Fees in advance no later than ten days before the commencement of the training program for each batch.

5. MISCELLANEOUS TERMS:

- a) The term & condition of this MOU shall be valid for the entire training period.
- b) The List of students shall be forwarded by UPES to EPIL within 15 days of signing of this MoU.
- c) Either party may terminate the training program fully or in parts in the event of any default is observed of the terms and conditions or in case of force majeure.
- d) In the event of such premature termination, EPLC will refund the advance amount received (if any) to the students on pro-rata basis. The rights acquired or obligations rendered by the Parties thereto prior to any termination shall not be affected.

Here to

For University of Petroleum & Energy Studies

[Signature]

Registrar

- d. The Students of UPES need to follow the working time of EPLC. Normal working hours for the training will be 9AM to 5:30PM, 6 days a week with Sunday Off.

Tentative Training Schedule:

As ~~per~~ ^{far} as possible, the training will be conducted as per the following tentative schedule. However, EPLC shall have right to alter the programs if felt necessary.

Campus to Power- (6 Weeks Student Programme)											
Event Overview: The Student Program will focus on the following themes: Leadership, Innovation, Entrepreneurship, Social Responsibility, and Global Citizenship.											
Event Details: The program will be held from 10th to 15th June 2024 at St. Xavier's College, Palayamkottam.											
Organized by: The Student Council, St. Xavier's College, Palayamkottam.											
Event Objectives:											
To provide students with a platform to showcase their talents and skills.											
To foster leadership and innovation among students.											
To promote social responsibility and global citizenship.											
To provide students with a platform to interact with industry experts.											
Event Schedule:											
Day	Time	Event Name	Guests	Location	Remarks	Day	Time	Event Name	Guests	Location	Remarks
Day 1	9:00 AM	Registration and Welcome	Mr. John D. Silva	St. Xavier's College			10:00 AM	Keynote Address: Leadership and Innovation	Mr. John D. Silva	St. Xavier's College	
	11:00 AM	Workshop: Social Responsibility and Global Citizenship	Mr. John D. Silva	St. Xavier's College			12:00 PM	Lunch and Networking	Mr. John D. Silva	St. Xavier's College	
	2:00 PM	Panel Discussion: The Future of Work	Mr. John D. Silva	St. Xavier's College			3:00 PM	Workshop: Social Responsibility and Global Citizenship	Mr. John D. Silva	St. Xavier's College	
	4:00 PM	Networking Session	Mr. John D. Silva	St. Xavier's College			5:00 PM	Workshop: Social Responsibility and Global Citizenship	Mr. John D. Silva	St. Xavier's College	
	6:00 PM	Dinner and Entertainment	Mr. John D. Silva	St. Xavier's College			7:00 PM	Workshop: Social Responsibility and Global Citizenship	Mr. John D. Silva	St. Xavier's College	
	8:00 PM	Networking Session	Mr. John D. Silva	St. Xavier's College			9:00 PM	Workshop: Social Responsibility and Global Citizenship	Mr. John D. Silva	St. Xavier's College	
Day 2	9:00 AM	Registration and Welcome	Mr. John D. Silva	St. Xavier's College			10:00 AM	Keynote Address: Entrepreneurship and Innovation	Mr. John D. Silva	St. Xavier's College	
	11:00 AM	Workshop: Social Responsibility and Global Citizenship	Mr. John D. Silva	St. Xavier's College			12:00 PM	Lunch and Networking	Mr. John D. Silva	St. Xavier's College	
	2:00 PM	Panel Discussion: The Future of Work	Mr. John D. Silva	St. Xavier's College			3:00 PM	Workshop: Social Responsibility and Global Citizenship	Mr. John D. Silva	St. Xavier's College	
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	8:00 PM	Networking Session	Mr. John D. Silva	St. Xavier's College			9:00 PM	Workshop: Social Responsibility and Global Citizenship	Mr. John D. Silva	St. Xavier's College	
Day 3	9:00 AM	Registration and Welcome	Mr. John D. Silva	St. Xavier's College			10:00 AM	Keynote Address: Leadership and Innovation	Mr. John D. Silva	St. Xavier's College	
	11:00 AM	Workshop: Social Responsibility and Global Citizenship	Mr. John D. Silva	St. Xavier's College			12:00 PM	Lunch and Networking	Mr. John D. Silva	St. Xavier's College	
	2:00 PM	Panel Discussion: The Future of Work	Mr. John D. Silva	St. Xavier's College			3:00 PM	Workshop: Social Responsibility and Global Citizenship	Mr. John D. Silva	St. Xavier's College	
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	8:00 PM	Networking Session	Mr. John D. Silva	St. Xavier's College			9:00 PM	Workshop: Social Responsibility and Global Citizenship	Mr. John D. Silva	St. Xavier's College	
Day 4	9:00 AM	Registration and Welcome	Mr. John D. Silva	St. Xavier's College			10:00 AM	Keynote Address: Entrepreneurship and Innovation	Mr. John D. Silva	St. Xavier's College	
	11:00 AM	Workshop: Social Responsibility and Global Citizenship	Mr. John D. Silva	St. Xavier's College			12:00 PM	Lunch and Networking	Mr. John D. Silva	St. Xavier's College	
	2:00 PM	Panel Discussion: The Future of Work	Mr. John D. Silva	St. Xavier's College			3:00 PM	Workshop: Social Responsibility and Global Citizenship	Mr. John D. Silva	St. Xavier's College	
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	8:00 PM	Networking Session	Mr. John D. Silva	St. Xavier's College			9:00 PM	Workshop: Social Responsibility and Global Citizenship	Mr. John D. Silva	St. Xavier's College	
Day 5	9:00 AM	Registration and Welcome	Mr. John D. Silva	St. Xavier's College			10:00 AM	Keynote Address: Leadership and Innovation	Mr. John D. Silva	St. Xavier's College	
	11:00 AM	Workshop: Social Responsibility and Global Citizenship	Mr. John D. Silva	St. Xavier's College			12:00 PM	Lunch and Networking	Mr. John D. Silva	St. Xavier's College	
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	8:00 PM	Networking Session	Mr. John D. Silva	St. Xavier's College			9:00 PM	Workshop: Social Responsibility and Global Citizenship	Mr. John D. Silva	St. Xavier's College	
Day 6	9:00 AM	Registration and Welcome	Mr. John D. Silva	St. Xavier's College			10:00 AM	Keynote Address: Entrepreneurship and Innovation	Mr. John D. Silva	St. Xavier's College	
	11:00 AM	Workshop: Social Responsibility and Global Citizenship	Mr. John D. Silva	St. Xavier's College			12:00 PM	Lunch and Networking	Mr. John D. Silva	St. Xavier's College	
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2. AMENITIES TO BE PROVIDED BY EPLC FOR THE STUDENTS

(i) LOCAL TRANSPORT

- To and fro transport between Jamnagar Town and place of accommodation only at the time of joining and departure. It is expected that UPES would send such travel plan and request well in advance to the training coordinator of EPLC but in any event not later than 2 weeks prior to the start of each training program.
- To and fro transport between the place of accommodation (EPLC Hostel, Power Castle) to training center/sites, as and when required.
- In the event any person/part of the training batch fails to avail the usual transport, such person shall have to make their own arrangement for the travel.

Kim/ker

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- e) The Training Fees as mentioned in clause 4 above, shall remain firm for 1 year from the date of signing of this MOU. Thereafter, the Parties shall work price of Training Fees on mutually agreed terms provided that any failure of such mutual MOU may lead to the termination of this MOU.
- f) That the EPLC shall ensure that all information respecting to UPES that comes to its knowledge on account of this agreement is protected, kept confidential and not disclosed to any third party unless required to do so in due course of law.
- g) That the EPLC shall comply with "zero tolerance" practice of the UPES, towards bribery and corruption and ensure that any overt or covert attempt by any University employee of seeking illegal gratification, whether in cash or in kind, is reported to the UPES immediately.
- h) That the EPLC shall ensure that Gift, Meal, Entertainment or any other form of business courtesy is not extended to any employee of the UPES or any other person acting or purporting to act on behalf of UPES.
- i) The EPLC shall immediately disclose to the UPES in case it has any relationship or connection howsoever remote it may be, with any official or employee of the UPES and also of any other situation which may give rise to a possible conflict of interest, during the course of this agreement.

6. HEALTH AND SAFETY NORMS:

EPLC will provide standard PPE (Personal Protective Equipment) like safety shoe and helmet to every student on returnable basis and conduct a safety briefing session before the commencement of the training program. UPES must ensure that all its students must take care of their own safety and strictly follow the safety instructions imparted by EPLC.

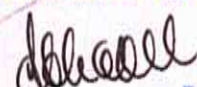
7. COMMENCEMENT

The training shall be scheduled for 8 weeks between 20 May 2015 and 31 July 2015 as may be mutually decided and subsequently changed as convenient between the Parties.

8. GENERAL

- a) The parents of the UPES students have to give written declaration on stamp paper as per the attached format.
- b) The Students are expected to attend trainings in formal dress code (formal full sleeve shirt and Trousers for both boys and girls). Loose fitting clothes, Sari, Churni, scarf, dhoti, lungi, kurta, half sleeves, sleeveless T-shirt etc. are not allowed.
- c) EPLC follows no tobacco policy. Smoking, drinking alcohol, chewing any tobacco product is strictly prohibited inside its premises.
- d) Students are expected to follow strict discipline, rules and regulation of EPLC centre and the law of the land. The students will not be allowed to have access to any confidential or secret documents of our organization. In case of any violation, misconduct or indiscipline the training period would immediately be terminated without any plea/notice.
- e) The Students may use Gym and other sports & recreational facility of EPLC Hostel, Power Castle.
- f) All prior communication and understanding between the Parties shall stand overridden by


For University of Petroleum & Energy Studies


Registrar

this MOU and the terms and conditions of this MOU is the only understanding of the Parties in relation to the transaction contemplated hereunder.

- g) The students shall observe all the safety rules/regulations applicable to our plant and employees. They shall undergo the training under their own risk. They shall be solely responsible for all risks that may arise due to accident, natural calamity etc. during the period of his training.
- h) Training Certificate will be issued only after successful completion as per the evaluation criterion of EPLC. This is also subject to 80% attendance of the student during the training period.
- i) It is not obligatory on the part of the Essar Power or any of its sister concern to provide any employment after completion of this training program.
- j) Each of the students will be required to bring 4 copies of passport sized photographs (Blue or Red background) and valid photo Identity Card.

In acceptance whereof the Parties to this MoU through their duly authorized representatives have affixed their signatures and seal on this MoU on the day and year first abovementioned.

Signed:



Date:

Essar Power Learning Center
(For and on Behalf of Essar Power Ltd.)

ANIL MATOO

Senior Vice President & Head – HR

For University of Petroleum & Energy Studies

Signed:



Registrar

Date:

For and on Behalf of University of Petroleum and Energy Studies

ABHAY SHARMA

REGISTRAR



DOCUMENT REVIEW AND APPROVAL FORM

Type of Document / Contract: MOU with ESSAR POWER LTD.
for providing Student Development Program "Campus to Power"
Supplier/Vendor/Other/s: to GM Sem. & Tech Students (Lower System EEPs)

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

Effective Date: 26/5/2015 Expiration Date: _____ ☐ Automatic renewals

Short Description / Purpose: Students shall be provided 10 weeks
OST at Jamnagar site, Students to pay \$10000 for
boarding, lodging, Essar student. Each Student will be
given certificate at the end

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	NARENDRA B COMI	HOD - EPE		 <input type="checkbox"/> e-mail attached
Treasury	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Legal	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Anu Sharma	Assistant Socio-Legal		 <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	D. KAMAL BANAL	DEAN		 <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				 <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 checked="" type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sachin Jain			 <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

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

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

Now Therefore This MoU Witnesseth as Follows:

1. Definitions:

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

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

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

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

2. Objectives of the Project:

The objectives of the project are as follows:

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

3. Responsibilities of UPES

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

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



For University of Petroleum & Energy Studies

Registrar

For University of Petroleum & Energy Studies

[Signature]

Registrar

removal.

4. Responsibilities of PHL

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

5 Financial Implications

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

6 Intellectual Property

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



commencement of the MoU.

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

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

7. Confidentiality of Technical Information

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

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

Nothing stated herein hereof shall apply in relation to:

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

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

8. Amendments

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

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

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

Handwritten signature



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

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

10. Tenure and Termination

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

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

11 Arbitration Clause

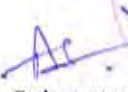
In the event of any dispute the Senior Vice President PHL and Registrar UPES shall jointly resolve the same.

12. Signatures of Parties

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

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

FOR PHL

✓
Signature 
Dr Amit K Srivastava
Senior Vice President

Witness-1

Witness-2

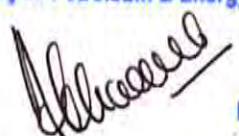






FOR UPES

For University of Petroleum & Energy Studies


Signature
Abhay Sharma
Registrar

Registrar

Annexure-I
Milestones (Item wise activities)

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

For University of Petroleum & Energy Studies

Registrar





ENERGY STUDIES

UNIVERSITY OF
PETROLEUM AND

CONTRACT MANAGEMENT
POLICY
Appendix A

DOCUMENT REVIEW AND APPROVAL FORM

Type of Document / Contract: Memorandum of Understanding

Ref: _____

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

☒ ^{M.O.U} New Contract ☐ Renewal ☐ Amendment/ Exhibit ☐ Corporate document ☐ Letter/communication ☐ Other

Effective Date: _____ Expiration Date: _____ ☐ Automatic renewals

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

Part I (Finance / Treasury)

Institution/Business Unit: _____ Department: _____

GL Account: _____ Total Amount: _____

Budgeted ☐ Yes ☐ No ☐ N/A

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

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

Amount of each Payment: _____

From: _____ To: _____

☐ Cap. Ex. Amount: _____

Project #: _____ Phase: _____

Part II (Checklist)

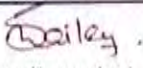
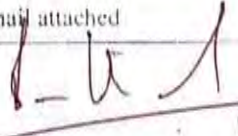

Internal Comments Received from Project Team? ☐ Yes ☐ No


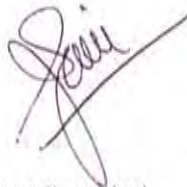
Contract(s) Fully Negotiated? ☐ Yes ☐ No ☐ N/A

Bid Submitted? ☐ Yes ☐ No ☐ N/A

REVIEWS & APPROVALS

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

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

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

MEMORANDUM OF UNDERSTANDING

BETWEEN



UTTARAKHAND SPACE APPLICATION CENTRE

Department of Science & Technology

131, Phase-II, Vasant Vihar, Dehradun-248006 Uttarakhand

AND



UNIVERSITY OF PETROLEUM & ENERGY STUDIES,

'Energy Acres', P.O. Bidholi, Via Prem Nagar,

Dehradun, 248007

Uttarkhand

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made at Dehradun on this 23 day of October, 2015.

BETWEEN

Uttarakhand Space Application Centre (USAC) is the nodal agency in Uttarakhand state for space-technology related activities and has the mandate to employ space-technology for the benefit of the state and its people. It was constituted as an autonomous organization in 2005, under the Department of Science & Technology, Government of Uttarakhand with its registered office at 131/2, Vasant Vihar, Dehradun 248001, India through its authorized signatory, **Sh. R.S. Mehta, Senior Administrative Officer.**

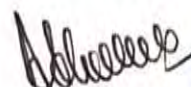
AND

University of Petroleum and Energy Studies (UPES), a University established under the University of Petroleum and Energy Studies Act, 2003, enacted by the State of Uttarakhand, having University Campus at Village Bidholi, Dehradun Uttarakhand (hereinafter referred to "UPES") through its authorized signatory, **Mr Abhay Sharma, Registrar of the second part.**

PREAMBLE

Whereas, USAC is engaged in research in the field of Engineering and Technology specific to the applications on Remote Sensing & GIS Techniques.

WHEREAS, UPES which, charged with the responsibility of training technical manpower in different areas of Engineering, including Aerospace Engineering, Technology, Science, Management and Humanities & Social Sciences, is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in S&T undertaking industrial & applied research and consultancy


Registrar

WHEREAS, both USAC and UPES, now:

- Recognizing the importance of research and development in the areas of Space Applications, Remote sensing & GIS Engineering, Sciences, Design and developments of air vehicles.
- Desiring to club their efforts by pooling their expertise and resources.

INTEND to form a nucleus for promoting excellent quality manpower in the fields of Engineering, Technology and Science with a focus on Aerospace and Avionics Engineering, other branches of Engineering, Technology and Science.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration which both USAC and UPES hereby acknowledge, USAC and UPES hereby agree as under:

ARTICLE - I: SCOPE OF THE MOU.

This MOU details the modalities and general conditions regarding collaboration between USAC and UPES for enhancing within the country and state, the availability of highly qualified manpower in the area of Aerospace Engineering, and other areas of Engineering, Technology and Sciences without any prejudice to prevailing rules and regulations in USAC and UPES and without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of Uttarakhand in so far as such mechanism applies to USAC and/or UPES. The areas of cooperation can be extended through mutual consent.

ARTICLE -I I: SCOPE OF ACADEMIC INTERACTION

USAC and UPES shall encourage interaction between the USAC Scientists and UPES faculty members and students through the following arrangements:

- (a) Cooperative activities may involve programs relating to research, teaching, and outreach; and may involve any discipline to the extent that individuals are able to locate suitable counterparts at the other institution.
- (b) UPES and USAC agree to facilitate, where financially feasible, long-term and short-term exchanges of faculty, students and staff. Sabbaticals, faculty



improvement leaves, visiting professorships, research collaboration and other activities may be added when developed and approved by the two institutions.

- (c) Organizing of joint conference and Seminar
- (d) Funding support
- (e) Summerinternship of UPES student at USAC
- (f) Joint guidance of student's projects/thesis in Aerospace/Avionics Engineering, Remote Sensing, and other areas of mutual interest at UPES by USAC Scientists & faculty of UPES as per rules and regulations of UPES.
- (g) Joint R&D collaborations in the field of space applications

ARTICLE - III : SHARING OF FACILITIES

- (a) USAC & UPES shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- (b) Officespaceand academic facilities provided to visiting faculty members may vary among departments. The respective department chairs or heads, in consultation with visiting faculty members, will make such arrangements.
- (c) USAC and UPES shall permit the exchange of software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions.
- (d) USAC and UPES shall provide access to the library and inter-library loan facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE - IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- (a) The collaborative programme between USAC and UPES shall be coordinated by a Co-ordination Committee appointed by Director, USAC and Vice- Chancellor - UPES.
- (b) Financial arrangements for each specific collaboration will be decided by the Coordination Committee on a case-to-case basis and brought on record in each case.

ARTICLE - V: EFFECTIVE DATE AND DURATION OF MOU



- (a) This MOU shall be effective from the date it is signed by competent authorities at both ends.
- (b) The duration of the MOU shall be a period of 5 years from the effective date.
- (c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students who have been admitted to pursue a programme under the MOU.
- (d) Any clause or article of the MOU may be modified or amended by mutual agreement of USAC and UPES.

ARTICLE – VI : IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE – VII : ARBITRATION

Any dispute arising out of this MOU will be resolved amicably by mutual consultation. If such resolution is not possible, then, the unresolved dispute will be referred to the coordination committee appointed jointly by Director, USAC and Vice- Chancellor UPES.

The outcome of the committee shall be binding upon both the parties.

ARTICLE – VIII : CONFIDENTIALITY ETC

During the tenure of the MOU both USAC and UPES will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU unless such disclosure is required to be done under the binding laws, regulations or governmental orders; provided that in such case the Party required to disclose shall give sufficient prior written notice to the other Party. In addition the USAC shall:-

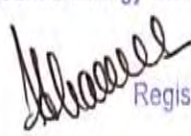
- Protect all assets of UPES that come within its control.
- Adhere to "zero tolerance" practice of the UPES, towards bribery and corruption and ensure that any overt or covert attempt by any University employee of seeking illegal gratification, whether in cash or in kind, is reported to the UPES immediately.

- 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.
- Immediately disclose to the UPES in case any of its official / employee has any relationship or connection howsoever remote it may be, with any official or employee of the UPES and also of any other situation which may give rise to a possible conflict of interest, during the course of this MoU.

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DAY, MONTH AND YEAR HEREIN ABOVE WRITTEN IN THE PRESENCE OF:

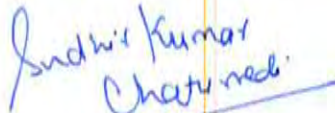
University of Petroleum & Energy Studies


(R.S. Mehta)
SENIOR ADMINISTRATIVE OFFICER
Uttarakhand Space Application Centre
Dehradun- 248006
Uttarakhand


(Abhay Sharma)
REGISTRAR
University of Petroleum & Energy Studies
"Energy Acres", P O Bidholi
Via Prem Nagar, Dehradun
Uttarakhand - 248 007

WITNESSES:

1. Sudhir Kumar Chaturvedi


Sudhir Kumar
Chaturvedi
22/10/15


Dr. Om Prakash


Dr. Om Prakash
23/10/15

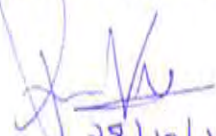
2.

Date:

Dr. Asha Thapliyal


25/10/15

Purnankor Kumar


23/10/15

MEMORANDUM OF UNDERSTANDING

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

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

AND

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

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

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

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

A. ZEUS NUMERIX RESPONSIBILITIES:

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



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

B. UPES RESPONSIBILITIES:

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



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

C. JOINT RESPONSIBILITIES

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



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

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

E. COMMENCEMENT/EXPIRATION DATE/EXTENSION.

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

F. COMMUNICATION

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

G. NON DISCLOSURE AGREEMENT

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

H. TRADE MARKS, LOGOS, ETC.

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



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

I GENERAL CLAUSES

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

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

Zeus Numerix Private Limited

Signature

Name Abhishek Jain
Title Strategic Partnerships

Date 6 May 2015



UPES

Signature

Name Abhay Sharma
Title Registrar

Date 14 May 2015

For University of Petroleum & Energy Studies

Registrar



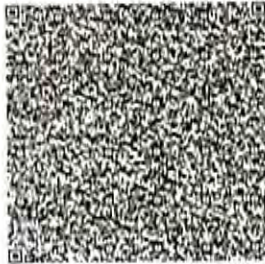
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL83246480755446N
Certificate Issued Date	: 18-Nov-2015 04:52 PM
Account Reference	: IMPACC (IV)/ dl840403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL84040364423440739132N
Purchased by	: UPES
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: UPES
Second Party	: Not Applicable
Stamp Duty Paid By	: UPES
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



.....Please write or type below this line.....

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on this 5th day of January, 2015, between;

Hindustan Petroleum Corporation Limited, a Government of India Enterprise with a Navratna Status, and a Forbes 2000 and Global Fortune 500 company, incorporated as a company under the Indian Companies Act 1913, India, having its place of

रविश मिश्रा
कार्यकारी निदेशक - मा.सं.
Rakesh Misra
Executive Director - HR

For University of Petroleum & Energy Studies

[Signature]

Registrar

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shoestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

business at Petroleum House, 17, Jamshedji Tata Road, Churchgate, Mumbai - 400 020. (hereinafter referred to as **"HPCL"** through its Authorized Signatory **Executive Director - HR, Mr. Rakesh Misri** which expression unless the context otherwise provide, include its successors and permitted assigns);

AND

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 hereinafter referred to as **"UPES"** through its authorized signatory **Registrar, Mr. Abhay Sharma**, which expression shall mean and include its successors and permitted assigns of the other Part;

HPCL and UPES are hereinafter individually referred to as **"Party"** and collectively as **"Parties"**.

WHEREAS HPCL is being one of the leading oil and gas companies in the Indian Petroleum Sector and HPCL proposes increasing its partnership with the respected universities in the Indian petroleum sector, to create a mutual beneficial future for the industry.

WHEREAS UPES is a private university offering specialized graduate and postgraduate programs in the energy sector, including petroleum technology and petroleum management.

AND WHEREAS, UPES aims to develop into a world-class university in energy education and research with special focus on the oil and gas sector.

1. SCOPE OF MOU

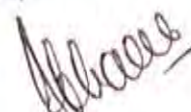
This MoU, while not creating binding or legal obligations on either Party, will promote cooperation, collaboration, faculty development and reciprocal facilitation between the Parties.

2. OBJECTIVES

- 2.1 To conduct faculty development program, wherein UPES will nominate faculty for undertaking a live project in the area of petroleum business in the corporate office or any operation base of HPCL. The experience and projects can be imparted to the students by the faculty.


रakesh मिश्री
कार्यकारी निदेशक - मा.सं. 2
Rakesh Misri
Executive Director - HR.

For University of Petroleum & Energy Studies



Registrar

- 2.2 To organize visits of senior executives of HPCL in the UPES campus from the technical and managerial functions, for the purpose of Guest Lectures. This would provide an ideal platform wherein senior officials of HPCL can share their experiences with the students.
- 2.3 To organize, for internships and project work for the students of UPES in the technical and managerial functions in the corporate office or any operation base of HPCL. This would provide students with an opportunity to apply their learning and skills on challenging projects and assist the team with the day to day operations.
- 2.4 To offer training to the faculty of UPES for a period 3-4 weeks at the corporate office or any operation base of HPCL. This would equip the faculty with better theoretical knowledge with "real time" practical problems encountered in the industry.
- 2.5 To provide admission for 5 (five) candidates per year from HPCL for the PhD program who fulfill admission criteria of UPES for the said program.

3. PROCEDURE

An annual calendar of the activities mentioned in clause 2.1 to 2.5 above shall be finalized by mutual discussions with representatives of each Party. The Parties endeavor to finalize the mentioned annual calendar at least one month prior to the beginning of the relevant calendar year. It is agreed that information concerning the research backgrounds of the faculty, list of students, other details as required, will be provided to the host Party at least 60 days prior to the scheduled visits. Each Party shall bear expenses on its own.

4. CONFIDENTIALITY

- 4.1 The Parties agree that this MoU and all the information exchanged between the Parties pursuant to this MoU shall be treated as confidential ("Confidential Information"). Each Party shall hold in strict confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure and Confidential Information, save and except when such disclosure is made to government authorities or pursuant to, or as required by any law (including, without limitation, any rules of the relevant stock exchange) or to the students, faculty members, employees, legal advisors, auditors provided such persons formally or in writing agree to the confidentiality obligations similar to those set forth herein.

4.2 The Parties agree that, on a case-by-case basis HPCL may require any beneficiary of this MoU to re-enter into a separate confidentiality agreement on terms satisfactory to HPCL to ensure confidentiality of any sensitive data is protected.

5. PERIOD OF THE MOU

The duration of the MoU shall be for a period of three years from date of signing, the Parties may agree to extend this MoU for a further period upon such terms as may be mutually agreed. Either Party may terminate this MOU by giving one month notice to the other Party.

6. APPLICABLE LAWS

This MoU shall be governed by laws applicable in India.

7. NOTICES

Any notice or other communication to be given or served pursuant to this MOU shall be in writing and shall be sent by Registered post to :

Hindustan Petroleum Corporation Limited 7 th Floor, Petroleum House 17, Jamshedji Tata Road Mumbai - 400020	Executive Director - HR  राकेश मिस्त्री कार्यकारी निदेशक - मा.स. Rakesh Misri Executive Director - HR
University of Petroleum and Energy Studies 210, 2 nd Floor, Okhla Industrial Area, Phase III, New Delhi	Registrar For University of Petroleum & Energy Studies  Registrar

8. AMENDMENTS

- 8.1 The Parties agree that any amendment or variation to this MOU shall be made, if mutually agreed to by the Parties, and shall be reduced to writing and signed by both the Parties.
- 8.2 Both the parties are having right to terminate this MOU by giving 30 days' notice without giving any reason and on termination of this MOU, Both the parties agree that they will not make any dispute, claim of loss/ damages or whatsoever against the other party.

IN WITNESS THEREOFF, the parties have executed this Memorandum of Understanding by their duly authorized representatives as on the date first written above:

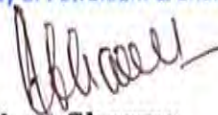
For and on behalf of
**HINDUSTAN PETROLEUM
CORPORATION LIMITED**

 राकेश मिस्त्री
कार्यकारी निदेशक - मा.सं.
Rakesh Misri

Name: Rakesh Misri
Title: Executive Director - HR

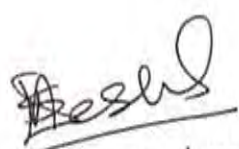
For and on behalf of
**UNIVERSITY OF Petroleum &
ENERGY STUDIES**

For University of Petroleum & Energy Studies




Name: Abhay Sharma
Title: Registrar

Witness:


(Ashish Deshmukh)
Senior Manager- Capability Building

Witness:


(VIKAS NARULA)
Associate Director
(Corporate Relations)



CAUTION: Read the terms and conditions of the following agreement carefully. By selecting the "Accept" button at the bottom of this page, as an authorized representative and signatory of the entity entering into this agreement, you agree to the terms and conditions of this agreement on its behalf. If you are not willing to be bound by its terms, select the "Do Not Accept" button at the bottom of this page and the registration process will not continue.

ORACLE ACADEMY: ENTERPRISE BUSINESS APPLICATIONS AGREEMENT

DEFINITIONS

"You" and "your" refers to the entity that meets the criteria set forth below and has executed this Oracle Academy: Enterprise Business Applications (formally known as Enterprise Business Applications & Processes) ("Enterprise") agreement ("agreement") and ordered Oracle programs, Enterprise materials and/or services from Oracle India Pvt Ltd ("Oracle"). The term "services" refers to education services (including Enterprise materials), technical support, or other services provided under this agreement. The term "instructor" means an individual that you employ to teach an Enterprise class and who has demonstrated experience and mastery of Oracle content specific to such Enterprise class; the term does not include individuals who are your third party instructors/consultants. The term "department" means one of your divisions of instruction (e.g. Computer Science, Engineering). The term "class" means a class that an instructor teaches in a department to students as part of your regular curriculum following your standard class formats that uses programs and/or materials in accordance with this agreement. The term "student" means a student enrolled in a class offered by you pursuant to the terms of this agreement. The term "instructor materials" means the teaching materials available from Oracle to teach the class which may include the following: instructor manuals, instructor presentation materials, set-up scripts, and documentation. The term "student materials" means a single copy of Enterprise student materials distributed by Oracle for use in conjunction with the applicable class which may include student guides, reference guides, and documentation. The term "materials" means student materials and instructor materials collectively. The term "website" means the worldwide web site established and maintained by Oracle for the Enterprise offering, located at <https://oai.oracle.com/oaiapps/index1.html>. Information, materials and documents which this agreement describes as being located at the website may be supplied to you directly by Oracle if the website is unavailable. The term "programs" means the set(s) of Oracle applications software products owned or distributed by Oracle (including documentation and any program updates acquired through technical support) for which you receive a license subject to the terms of this agreement. The programs that you are licensed for under this agreement are listed on the website at https://oai.oracle.com/oaiapps/ebap_programs.html and on your order summary provided Oracle.

ENTERPRISE OFFERING GUIDELINES

You must:

- be an accredited (or registered with the local governmental department of education), not-for-profit education institutions accepted by Oracle for participation in the Enterprise offering.
- integrate programs and/or student materials into either a secondary school, diploma or degree-granting program of study only, and not into any program of study for continuing education students.
- schedule classes such that no more than 12 hours of instruction per class are delivered in any given week. Each class must extend for at least 8 weeks.
- reference in the class your use of programs and materials.
- be responsible for lab technical support for classes.
- teach all classes at your facilities. Each facility must have a registered Enterprise member account.
- adhere to the Criteria of Acceptance for program membership listed at https://oai.oracle.com/oaiapps/program_guide.html#How%20to%20Become%20a%20Member.

RIGHTS GRANTED

Subject to the terms of this agreement, you may use the programs and receive the technical support services for teaching classes only; such use specifically excludes your internal data processing operation. Your use is limited to teaching up to the number of students ("Named Users") specified in your order accepted by Oracle. "Named Users" are the students authorized by you to use the programs for taking a class, regardless of the number of students actively using the programs

at any given time. You may copy the programs only for your licensed use within the department teaching the relevant class. You may also make a single copy of the program(s) for each student to use in their class. You will be responsible for ensuring that all students receiving copies of the programs (i) register as a student member on the website at https://academy.oracle.com/pls/oai/oaiapps.psp_app_screen?p_for=student_membership (ii) agree to the student license agreement by following the directions on such website, and (iii) return the signed agreement to their instructor. Upon collection of all of the student license agreements for the relevant class, you will send the executed agreements to the address specified on the member pages of the website at <https://academy.oracle.com/pls/html/f?p=31000:50:2806630149453681>.

If you obtain student materials, then subject to the terms of this agreement, you may distribute a single paper copy of the student materials to each student. You may download the relevant student materials directly from Oracle only. Notwithstanding the foregoing, in the event that your bookstore is a separate entity from yourself, you may permit your bookstore to distribute a single paper copy of the student materials to each student for the relevant class, provided that you are responsible for your bookstore's compliance with the terms of this agreement.

If you obtain instructor materials, subject to the terms of this agreement, you may distribute a single paper copy of the instructor materials to the instructor teaching the relevant class for the sole purpose of conducting the relevant class or teaching other instructors how to teach a class. Oracle may cease providing support for curriculum at its discretion.

Notwithstanding anything to the contrary in the prior two paragraphs, in the event (and during the period) that you also have a current and valid Oracle Academy: Introduction to Computer Science and/or Oracle Academy: Advanced Computer Science agreement(s) with Oracle, then upon written permission from Oracle, you may also use the valid Oracle Academy: Introduction to Computer Science and/or the Oracle Academy: Advanced Computer Science materials as a supplement to an Enterprise class, subject to the terms of the agreement(s).

The minimum system requirements for using such student and instructor materials are set forth at https://oai.oracle.com/oaiapps/system_requirement.html#curriculum.

You agree that any hosting services that may be provided to you in connection with an Oracle Academy On Demand Enterprise membership are "as-is" without any warranty of any kind and shall be subject to the Oracle Academy Access Policies set forth at https://academy.oracle.com/pages/docs_pdfs_zip/academy_access_policies.pdf which are hereby incorporated by reference.

You will have the right to host the programs for the sole purpose of providing distance learning services hereunder in accordance with hosting specifications provided to you by Oracle, provided that the programs only be made accessible in a secure manner to students enrolled in the offering, which is part of a diploma or degree-granting program. Any curriculum obtained via the Oracle Academy is prohibited for use in distance learning training. Distribution of certification voucher codes is not authorized via a distance learning venue, and must be distributed separately.

Oracle is not obligated to provide you with any Oracle program hosting support. Any agreement between you and your students related to the program will refer them to you for such support. Oracle will not have any liability to you or any third party for claims related to your hosting services. Oracle may audit your hosting facilities for compliance with the applicable hosting specifications.

OWNERSHIP AND RESTRICTIONS

Oracle retains all ownership and intellectual property rights to the programs and materials and anything developed by Oracle and delivered to you under this agreement resulting from the services.

You may not:

- remove or modify any program markings or any notice of Oracle's proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs; or
- disclose results of any program benchmark tests without Oracle's prior written consent.

TECHNICAL SUPPORT

Oracle will provide technical support for the programs pursuant to Oracle's then current technical support policies, which are subject to change. You may access the current version of the technical support policies via https://oai.oracle.com/oaiapps/program_guide.html#Technical%20Support.

FEES AND TAXES

The fee(s) to enter into this agreement shall be the fee(s) as set forth on the website at https://academy.oracle.com/pages/academy_pricing.pdf and on your order summary provided by Oracle. All orders must be initiated via the website and order documentation must be submitted to Oracle in accordance with the instructions printed on the order summary page. Payment information (method of payment, and payment details such as a PO number) is required to process your order, if applicable.

All fees payable to Oracle are due within 15 days from the invoice date. All fees due under this agreement shall be non-cancellable and the sums paid nonrefundable. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Oracle programs and/or services you ordered, except where an applicable, valid tax exempt certificate is provided. Shipping costs are not included in such fees and may be charged to you. No product additions or product alternations can be made to your order after the order has been processed by Oracle, except as permitted by Oracle. You may not return or exchange any program or material.

You may not charge students separately for enrolling in a class, except to the extent any charge is part of a standard annual or term fee.

RECORDS AND AUDITS

You will maintain books and records relating to the provision of classes under this agreement. Upon 45 days written notice, Oracle may audit your classes and your use of the programs, services and materials, and other materials acquired by you under this agreement. You agree to cooperate with our audit and provide us with reasonable assistance and access to information. You agree to pay within 30 days of written notification any underpaid fees. If you do not pay, Oracle can end your support, licenses and this agreement immediately. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

TERM AND TERMINATION

This agreement shall be effective upon execution by you and acceptance by Oracle, and shall remain in effect for a period of one year commencing on the Effective Date of this agreement (the "Term"), unless terminated as provided herein.

All licenses for the programs, materials and services under this agreement shall automatically terminate upon termination or expiration of this agreement unless the term is renewed by agreement of the parties. You may renew this agreement for additional, successive membership term(s) subject to Oracle's approval. Fees for such additional membership terms shall be subject to Oracle's policies in effect at the time of renewal. If you do not pay the applicable renewal fees in the time period specified, Oracle can end your licenses and support and this agreement shall be automatically terminated.

Either party may terminate this agreement for convenience at any time upon 90 days written notice. In addition, either party may terminate this agreement upon written notice specifying a breach of the terms of the agreement.

Upon expiration or termination of this agreement, all of your rights to use and/or distribute the programs, materials and/or services provided under this agreement will cease, and you must pay within 30 days all amounts which have accrued prior to the end of this agreement, as well as all sums remaining unpaid for programs or materials ordered and/or services received under this agreement plus related taxes and expenses.

Notwithstanding anything to the contrary in this section, you may use at no additional charge any materials you acquired previously from Oracle, provided that such materials are being provided by Oracle for the same class during the term of this agreement and are available for download on the website.

You agree that if you are in default under this agreement, you may not use those programs, materials and/or services ordered. Provisions that survive termination include those relating to limitation of liability, payment, and others which by their nature are intended to survive. Upon termination or expiration of this agreement, you will return or destroy all materials provided to you under this agreement.

Oracle reserves the right to discontinue the offering or change the fee structure of the offering at any time, provided Oracle gives you 30 days notice

WARRANTIES AND DISCLAIMERS

ORACLE PROVIDES THE PROGRAMS, MATERIALS AND SERVICES "AS IS" WITHOUT WARRANTY. ORACLE DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

YOU SHALL NOT MAKE ANY WARRANTY ON ORACLE'S BEHALF.

LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE FEES YOU PAID ORACLE UNDER THIS AGREEMENT.

CONFIDENTIALITY

By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). Confidential information shall be limited to the terms and pricing under this agreement, the materials, and all information clearly identified as confidential.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to access it in furtherance of this agreement and who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the information to a federal or state governmental entity as required by law.

ORACLE TRADEMARKS

Oracle grants you a non-exclusive, non-transferable right to use, during the term of this agreement, the Oracle Academy logo on your marketing materials solely to promote classes in conjunction with your other course offerings. Your use of the Oracle Academy logo shall strictly comply with the Oracle Academy Logo Guidelines set forth at https://academy.oracle.com/pages/docs_pdfs_zip/academy_guidelines.pdf. You shall not use the Oracle Academy logo in a manner that misrepresents your relationship with Oracle or is otherwise misleading, or that reflects negatively on Oracle. All products and services in connection with which you use the Oracle Academy logo shall conform to Oracle's quality standards and meet or exceed industry standards. You shall cooperate with Oracle to allow for review of your use of the Oracle Academy logo and compliance with Oracle's quality standards. If Oracle, in its sole discretion, determines that your use of the Oracle Academy logo is not in compliance with this agreement, you shall promptly modify or discontinue your use of the Oracle Academy logo as directed by Oracle. Oracle may change the Oracle Academy logo and Oracle Academy Logo Guidelines, and, upon reasonable notice from Oracle, you shall promptly modify your use of the logo to conform to any such changed Oracle Academy logo or Oracle Academy Logo Guidelines. You acknowledge that you are granted no rights with respect to Oracle trademarks except as expressly set forth herein, and agree that any use of the Oracle Academy logo by you shall inure to the sole benefit of Oracle. You agree to provide reasonable assistance to Oracle in connection with the protection and prosecution of Oracle trademarks. You agree not to use Oracle trademarks or potentially confusing variations of Oracle trademarks (including "Ora") as a part of any of your trademarks, product names, service names, company name, or Internet addresses. You agree to indemnify Oracle for any loss, liability, damages, cost or expense (including attorneys' fees) arising out of any claims which may be made against Oracle arising out of your use of the Oracle Academy logo where such claim relates to your activities, products or services.

Notwithstanding the above, you shall have no obligation to indemnify Oracle with respect to a claim of trademark or copyright infringement based upon your use of the Oracle Academy logo as expressly permitted under this agreement.

EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern your use of the programs (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations); You agree that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

ENTIRE AGREEMENT

You agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy) are the complete agreement for the programs, materials and/or services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such programs and/or services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. It is expressly agreed that the terms of this agreement shall supersede the terms in any purchase order or other non-Oracle ordering document and no terms included in any such purchase order or other non-Oracle ordering document shall apply to the programs and/or services ordered. This agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of you and of Oracle. Any notice required under this agreement shall be provided to the other party in writing.

OTHER

In all matters relating to this agreement, you will act as an independent contractor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. The relationship between the parties is not exclusive.

You agree that Oracle may publicize your participation in the applicable offering. This includes, but is not limited to, details about your participation.

This agreement is governed by the substantive and procedural laws of India and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in New Delhi in any dispute arising out of or relating to this agreement.

If you have a dispute with Oracle or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle India Pvt Ltd, Block 1, DLF Corporate Park, DLF City, Phase 3, Mehrauli - Gurgaon Road, Gurgaon, Haryana 122002 India, Attention: General Counsel.

You may not assign or give or otherwise transfer any rights under this agreement or an interest in them to another individual or entity.

Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued.

DOCUMENT REVIEW AND APPROVAL FORMType of Document / Contract: **Academic Alliance**

Ref: _____

Supplier/Vendor/Other/s: **Oracle India Pvt. Ltd.**☐ New Contract ☒ Renewal ☐ Amendment/ Exhibit ☐ Corporate document ☐ Letter/communication ☐ Other

Effective Date: _____

Expiration Date: _____

☐ Automatic renewals

Short Description / Purpose: Ordered following Oracle Academic Alliance products from Oracle India:

- Oracle Academy Membership: Enterprise Business Applications - Hyperion
- Oracle Academy: Enterprise Business Applications Oracle eBusiness Suite
- Oracle Academy: Enterprise Business Applications - Primavera

Part I (Finance / Treasury)

Institution/Business Unit: _____ Department: IT

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: _____


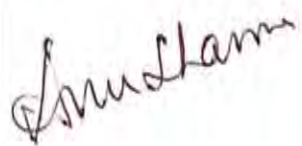
☐ Cap. Ex. Amount: _____



Project #: _____ Phase: _____

Part II (Checklist)Internal Comments Received from Project Team? ☒ Yes ☐ NoContract(s) Fully Negotiated? ☐ Yes ☐ No ☐ N/ABid Submitted? ☐ Yes ☐ No ☐ N/A

REVIEWS & APPROVALS

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

	Required?	Name	Title	Date	Signature & Comments
Initiator	X	Dr. Ashish Bhardwaj	CIO	Mar 18, 2015	 <input type="checkbox"/> e-mail attached
Treasury	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Legal	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	ANU SHARMA	Assistant Director-Legal	Mar 18, 2015	 <input type="checkbox"/> e-mail attached
Tax	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Finance	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Academic	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached

	Required?	Name	Title	Date	Signature & Comments
Accounting	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	SANJEEV KUMAR GOYAL	Sr. Associate Director-Finance	Mar 18, 2015	 <input type="checkbox"/> e-mail attached
Marketing	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
CFO	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	SACHIN JAIN	Finance officer	Mar 18, 2015	 <input type="checkbox"/> e-mail attached
President/CEO	<input type="checkbox"/> President <input type="checkbox"/> CEO <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Capital Committee	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Board of Directors	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached

MEMORANDUM OF UNDERSTANDING

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

That this Memorandum of Understanding ("MoU") is executed on this ____2nd____ day of April, 2015 between:

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

AND

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

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

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

Now this MOU between the Parties witnesseth as follows:-

RESPONSIBILITIES OF AEEE

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

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

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

RESPONSIBILITIES OF UPES

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

JOINT RESPONSIBILITIES:

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

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

DISPUTE RESOLUTION

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

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

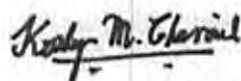
The address for correspondence between two parties will be as under:

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

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

Signatories:

For AEEE



(Dr. Koshy Cherail, President)

For UPES

For University of Petroleum & Energy Studies



(Mr. Abhay Sharma, Registrar) Registrar

Witness:

1.

2.



DOCUMENT REVIEW AND APPROVAL FORM

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

Ref: _____

Laureate entity/ies: UPES, Dehradun (CMES)

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

☒ New Contract ☐ Amendment/ Exhibit ☐ Corporate document ☐ Letter/communication ☐ Other

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

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

Part I (Finance / Treasury)

Institution/Business Unit: UPES Department: Finance & A/c

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

Budgeted ☒ Yes ☐ No ☐ N/A

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

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

Amount of each Payment: _____

From: _____ To: _____

☐ Cap. Ex. Amount: _____

Project #: _____ Phase: _____

Part II (Checklist)

Internal Comments Received from Project Team? ☐ Yes ☐ No



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

Bid Submitted? ☐ Yes ☐ No ☐ N/A

REVIEWS & APPROVALS

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

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

	Required?	Name	Title	Date	Signature & Comments
Accounting	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	RAUFABER SHARMA Sanjeev Loyal	Sr. Manager w- Finance & HR	21/09/2015	 <input type="checkbox"/> e-mail attached
Marketing	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
CFO	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sachin Jain	CFO	3/04/2015	 <input type="checkbox"/> e-mail attached
President/ CEO	<input type="checkbox"/> President <input type="checkbox"/> CEO <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Capital Committee	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Board of Directors	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (*MoU*) is made on 1st day of April, 2015 (*Effective Date*) to establish an affiliation 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 (hereinafter referred to as "UPES") through its *Registrar*, which expressions unless the context otherwise provide, include its successors and permitted assigns of the FIRST PART,

And

L&T Technology Services Limited having its office at L & T Knowledge City (IT/ITES) SEZ, N.H.-08, Ajwa/Waghodia Crossing, Vadodara- 390019, Gujarat India, hereinafter referred to as *L&T TS*, of the SECOND PART.

UPES and L&T TS are hereinafter referred to individually as *Party* and collectively as *Parties*.

Introduction

WHEREAS UPES is a Private University offering specialized under-graduate and post-graduate programmes in Energy and allied sectors, including petroleum technology and petroleum Management.

AND WHEREAS, UPES aims to develop into a world class University in energy, education and research with special focus in Oil and Gas sector.

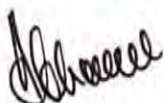
Whereas L&T TS is a technology, engineering, construction and manufacturing company and one of the largest and most respected companies in India's private sector. L&T TS *inter alia*, offers a range of expertise in the areas of technology services viz. Software Development Services, Engineering Services, Systems Integration, ERP Solutions, Product Development, Electronic Commerce, Management Consulting, Consulting Services etc.

UPES and L&T TS are willing to collaborate for promotion of education, research and innovation in the areas of (i) **Robotics Technology** (ii) **Automotive** (iii) **Aerospace** and (ii) **Energy (including Alternate Energy Sources) Technology**.

Collaboration will be established within the principles set out in the following sections:

For University of Petroleum & Energy Studies

1



Registrar



1. Objective:

Parties seek to promote

1. Execution of L&T TS funded research projects by UPES,
2. Exchange information on Research Programmes,
3. Jointly organize short-term continuing education programs, seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty/research staff/engineers/students to participate therein,
4. Usage of their laboratories/ facilities by the both the parties

Each program undertaken by the Parties shall be initiated by signing a separate agreement between the Parties, which will describe in detail the scope of such Research Programme.

2. Validity

The Memorandum shall remain in force for a period of 01 year commencing from Effective date. Before the end of the term, the Parties shall review the engagement and may renew for further one year terms by mutual written agreement signed by the Parties. However, UPES and L&T TS will ensure that the provisions of this Memorandum shall continue to apply to Research Programs in progress until their completion or termination.

3. Termination

Either Party may terminate the MoU by giving written notice of 45 days in advance to the other Party. Once terminated, neither UPES nor L&T TS will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, UPES and L&T TS will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion.

4. Amendments/Modifications

This MoU may be amended or modified by a written agreement signed by the representatives of both the Parties.

5. Nothing in this Memorandum shall be construed as creating any legal relationship between the Parties. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.

6. Costs



a) Signing of this MOU does not entail any financial obligation for either Party and shall not involve either Party incurring any liability to the other for payment of damages or the reimbursement of costs or expenses, or the payment of any other costs of any kind.

b) Each Party shall be responsible for and bear its own costs and expenses incurred pursuant to the provisions of this MOU.

7. Intellectual Property

a) All inventions, discovery, development or other intellectual property including but not limited to copyrights, patents and industrial designs resulting from any Research Programme shall be jointly owned by both the parties.

b) L&T TS can use any IP developed from any Research Programme for its own internal purposes.

c) UPES can use any IP developed from any Research Programme for its academic and further research purposes.

d) The Parties can commercialise any Joint IP. The terms and conditions of commercialisation will be decided at the time of commercialisation.

e) The responsibility of filing and maintaining patents related to Joint IP shall be decided by the Parties at each instance.

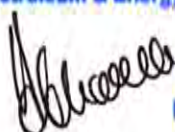
f) This MOU or any agreement under this MOU does not affect the ownership of any background intellectual property of a Party or in any other technology, design, work, invention, software, data, technique, know-how, or materials of such Party that are not results of a project under this MOU. The intellectual property in them will remain the property of the Party that contributes them to a project. No license to use any background intellectual property is granted or implied by this MOU except the rights expressly granted in this MOU.

8. Confidential Information

a) For the purpose of this MOU, "Confidential Information" shall mean any and all tangible and intangible information including but not limited to technical, commercial and organisational information of a Party including that of its customers save as provided below;

i. Information which is known to the public other than by breach of this MOU,

ii. Information which a Party can show was in its possession before receiving it from other Party,



iii. Information which a Party receives from a third party without restraints as to disclosure thereof,
iv. Information which is required to be disclosed by reason of law or order of a court of a competent jurisdiction. The Party requested to disclose such information shall beforehand notify the other Party of any such requirement and consult with the other Party regarding the manner of such disclosure.

b) Undertakings Parties hereby undertake to

i. Use Confidential Information received solely for the purposes set out in this MOU,
ii. Keep and safeguard as confidential all Confidential Information received from the other Party;
iii. Not disclose to any person (except as permitted by this MOU) any of the Confidential Information received from the other Party.
iv. Only copy Confidential Information to the extent necessary for the accomplishment of the purposes set out in this MOU; and
v. Ensure proper and secure storage of all Confidential Information received from the other Party.

c) Parties may make Confidential Information received from the other Party available to those of its officers, employees, advisors, students and consultants who are directly concerned and whose knowledge of the Confidential Information is essential for the purposes set out in this MOU. Parties shall ensure and remain fully liable for that those officers, employees, advisors, students and consultants adhere to the terms and conditions of this MOU.

d) The obligation of non disclosure of confidential information shall survive for 5 years from the date of its disclosure.

9. Warranties, Indemnification and Liabilities

Each party agrees to indemnify and hold harmless the other party and its directors, officers and employees from and against all losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and other reasonable legal expenses, arising directly or indirectly from or in connection with:

(i) any negligent, reckless or intentionally wrongful act of the other Party or Party's assistants, students, employees or agents, (ii) any breach by either of the Party or Party's assistants, students, employees or agents of any of the covenants contained in this MOU.

10. Dispute Resolution

In case, there be a dispute relating to any aspect of academic cooperation, concerned representatives of UPES and L&T TS will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. If such a settlement cannot be reached, the dispute shall be referred to Arbitration by a sole Arbitrator, appointed by both the Parties with mutual consent. The Arbitration proceedings shall be conducted in terms of Arbitration & Conciliation Act, 1996 and/or any statutory modification or re-enactment thereof and the venue of the Arbitration proceedings shall be at Mumbai and language of Arbitration shall be in English. The expenses of the Arbitration proceedings shall be borne equally by the Parties or as may be decided by the Arbitrator. If such a settlement cannot be reached, the dispute will be settled in the courts of Mumbai (India).

11. General Clauses

- 1) L&T TS shall comply with First Party "zero tolerance" practice towards bribery and corruption and ensure that any overt or covert attempt by any employee of UPES seeking illegal gratification, whether in cash or in kind is reported to UPES immediately.
- 2) L&T TS shall ensure that Gift, Meal, Entertainment or any other form of business courtesy is not extended to any employee of UPES or any other person acting or purporting to act on behalf of UPES.
- 3) L&T TS shall ensure not to transact any other financial business, other than the contracted one, without prior sanction of UPES.
- 4) Each Party represents and warrants that such Party has all necessary corporate power and authority to enter into this MOU and to perform its obligations hereunder.
- 5) Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party.
- 6) Each party warrants to the other party that in performing their duties required under this MOU, they will comply with the applicable law and shall take no action which constitutes a violation of applicable law and which would subject other party to penalties under applicable law.

UPES and L&T TS welcome the establishment of this Memorandum for cooperation and jointly agree to the provisions as set out above.

For and on behalf of the UPES
For University of Petroleum & Energy Studies

Signature


Registrar

Name: **Mr. Abhay Sharma**

Designation: **Registrar**
UPES

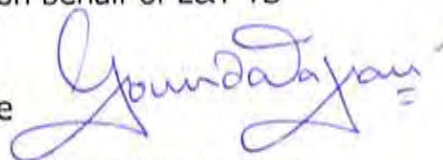
Date:

Witness:

- 1.
- 2.

For and on behalf of L&T TS

Signature

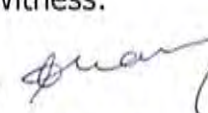



Name: **Mr. MV Govindarajan**

Designation: **Head, Delivery**

Date:

Witness:

1.  (G.B. Pournamanandan)
2.  (G. ANAND)

Memorandum of Understanding
University of Petroleum and
Energy Studies, India

MEMORANDUM OF UNDERSTANDING

between
ECE Paris, France

and

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES, INDIA

DATE OF AGREEMENT:
November 3rd 2014

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made

BETWEEN **ECE Paris, Gradaute School of Engineering**, established in 1919, fully accredited & recognized by the CTI, currently located at 37 Quai de Grenelle, 75015 Paris, France

AND **University of Petroleum and Energy Studies (UPES)** - 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

PREAMBLE

ECE Paris and the University of Petroleum and Energy Studies, (The Parties) now intend to enter into a co-operative MOU for the purpose of developing a strategic alliance in education and training.

The Parties agree as follows:

1. Length of MOU

- 1.1 This MOU shall be valid from the date of signing by authorised parties in each institution for five calendar years and will form an initial framework for further formal Agreements to be drawn up between the Parties.

2. Statement of Intent

- 2.1 The Parties will discuss and agree a formal framework of future collaboration. These discussions will include, inter alia:
 - 2.1.1 the identification of disciplines which may result in collaborative programmes between both institutions;
 - 2.1.2 the establishment of systems and procedures in order to support and administer the areas identified in 2.1.1;
 - 2.1.3 the management of quality assurance processes;
 - 2.1.4 the collaboration in teaching, learning, research and knowledge transfer which are mutually beneficial to both parties / student and faculty exchange;
 - 2.1.5 staff development and training for the staff of both Parties;
 - 2.1.6 marketing and promotion activities.
- 2.2 Future collaboration agreed within the context of this MOU shall be covered by an Institutional Agreement and Memoranda of Co-operation.

3. Confidentiality

3.1 Nothing contained in this MOU, and no action taken by the institutions pursuant to this MOU, shall be deemed to constitute a relationship between the institutions of partnership, joint venture, or (save as may be otherwise agreed) principal and agent.

3.2 Either party may not assign the benefit or delegate the burden of this MOU or otherwise sub-contract, franchise, mortgage, charge or otherwise transfer any or all of its rights and obligations under this MOU without the prior written consent of the other party

SIGNED on behalf of : ECE Paris Christophe Baujault CEO	SIGNED on behalf of : University of Petroleum and Energy Studies Mr. Abhay Sharma Registrar
Julie Pidell Director International Relations	Deborah Smith Manager International Office
DATE: November 3 rd 2014	DATE: 19/11/2014
PLACE OF SIGNING: Paris, France	PLACE OF SIGNING New Delhi, India

**A.G. ECOLE CENTRALE
D'ELECTRONIQUE**
37, Quai de Grenelle - 75015 PARIS
Tél. 01 44 39 06 00 - Fax. 01 42 22 59 02
contact@ece.fr
SIRET 379 364 094 00019 - APE 8559 B

Memorandum of Understanding

University of Petroleum and Energy Studies, India

Institut National Polytechnique Toulouse – Ecole Nationale Supérieure

d'Electronique, d'Electrotechnique, d'Informatique, d'Hydraulique et Télécoms –

INP-ENSEEIH

MEMORANDUM OF UNDERSTANDING

Between

INSTITUT NATIONAL POLYTECHNIQUE TOULOUSE

**ECOLE NATIONALE SUPÉRIEURE D'ELECTRONIQUE, D'ELECTROTECHNIQUE, D'INFORMATIQUE,
D'HYDRAULIQUE ET TÉLÉCOMS – INP-ENSEEIH**

and

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES, INDIA

DATE OF AGREEMENT:

26 NOVEMBER, 2014

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made

BETWEEN Institut National Polytechnique Toulouse- Ecole Nationale Supérieure d'Electronique, d'Electrotechnique, d'Informatique d'Hydraulique et Télécoms - INP-ENSEEIHT- The two departments involved in this agreement are Fluids Mechanics and Electronics.

AND University of Petroleum and Energy Studies - UPES- 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

PREAMBLE

INP-ENSEEIHT and UPES, (The Parties) now intend to enter into a co-operative MOU for the purpose of developing a strategic alliance in education and training, and possibly research. The objective of this Agreement is to establish a basic framework for conducting co-operative activities between INP-ENSEEIHT and UPES that will be beneficial to the respective institutions. Such co-operation is expected to result in a collaborative expansion of scientific and technical knowledge between both institutions.

The Parties agree as follows:

Article 1 - Length of MOU

This MOU shall be valid from the date of signing by authorised parties in each institution for three calendar years and will form an initial framework for further formal Agreements to be drawn up between the Parties.

Article 2 - Statement of Intent

- 2.1 The Parties will discuss and agree a formal framework of future collaboration. These discussions will include, inter alia:



- 2.1.1 the identification of disciplines which may result in collaborative programmes between both institutions;
- 2.1.2 the establishment of systems and procedures in order to support and administer the areas identified in 2.1.1;
- 2.1.3 the management of quality assurance processes;
- 2.1.4 the collaboration in teaching, learning, research and knowledge transfer which are mutually beneficial to both parties /student and faculty exchange;
- 2.1.5 staff development and training for the staff of both Parties;
- 2.1.6 marketing and promotion activities.

2.2 Future collaboration agreed within the context of this MOU shall be covered by an Institutional Agreement and Memoranda of Cooperation. The scope of the co-operative activities can consist of the following:

- Exchange of academic experience and research
- Exchange of graduate and doctorate research level students
- Exchange of professionals for short, medium or long period of time
- Sending of Students for Research Internships on Industry or Research Related Projects
- Co-operation in developing projects and organizing joint research, advisory and consultancy activities as well as organizing joint scientific conferences, seminars and workshops at real as well as at virtual platforms.
- To explore the possibility of forming a consortium to participate in the research Programs of European Union H2020 program as well as research programs under joint India-Europe funding programs.

More specifically, two scientific topics have been defined as first operative joint education and research projects:

UPES – Aerospace Engineering Department – M.Tech program on Computational Fluids Dynamics
 INP-ENSEEIH – Dept. of Fluids Mechanics – Master of Science and Technologies on Fluids Eng. for Industrial Processes

and

UPES – College of Engineering Studies - M.Tech program on Embedded Systems with Specialization in Wearable Technologies
 INP-ENSEEIH – Dept. of Electronics - Master of Science and Technologies on Electronics for Embedded Applications



Article 3 –

This agreement will be signed between the authoritative bodies of respective institutions. During the execution of the MOU, Prof. Dr. Eric Climent will be the liaison for activities on the INP-ENSEEIH side and Prof. Dr. Ugur GUVEN will be the liaison for activities on the UPES side. In the event that any of the liaisons are disassociated with their institutions, they may be replaced by any suitable person by their respective institutions.

Article 4 -

This agreement is non-binding, and each co-operative activity shall be discussed in detail and consist of a statement of purpose and information on the duration, cost and other necessary terms for international co-operative activities. All financial arrangements will have to be negotiated for each specific case.

Article 5-

This Agreement will come into effect on the date of signature of both parties and shall not annulled or modified unless by mutual consent.

Article 6 - Confidentiality

6.1 Nothing contained in this MOU, and no action taken by the institutions pursuant to this MOU, shall be deemed to constitute a relationship between the institutions of partnership, joint venture, or (save as may be otherwise agreed) principal and agent.

6.2 UPES may not assign the benefit or delegate the burden of this MOU or otherwise sub-contract, franchise, mortgage, charge or otherwise transfer any or all of its rights and obligations under this MOU without the prior written consent of INP-ENSEEIH.

Article 7 – Language

This Agreement is to be executed in the English language and each copy is hereby officially certified to be authentic

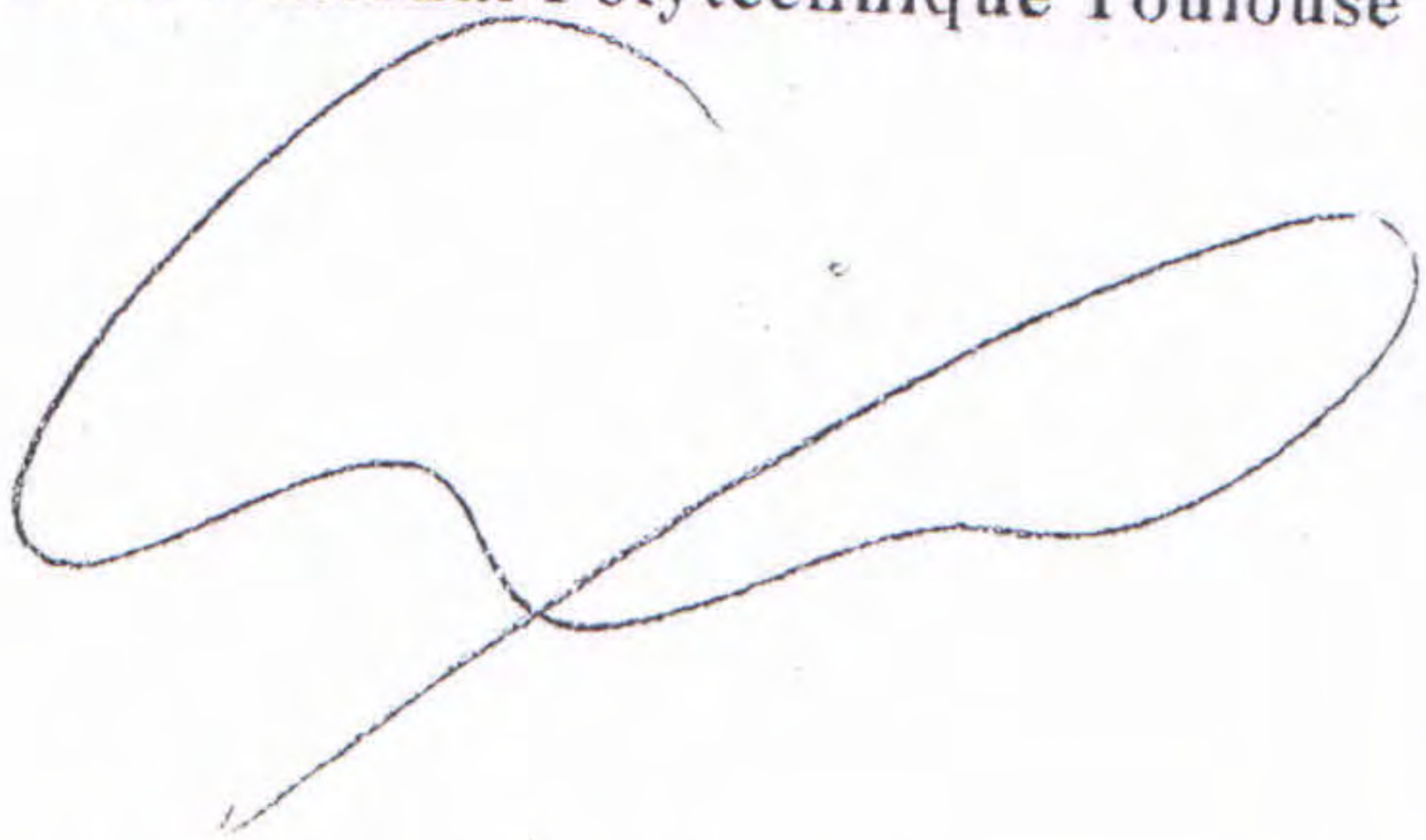

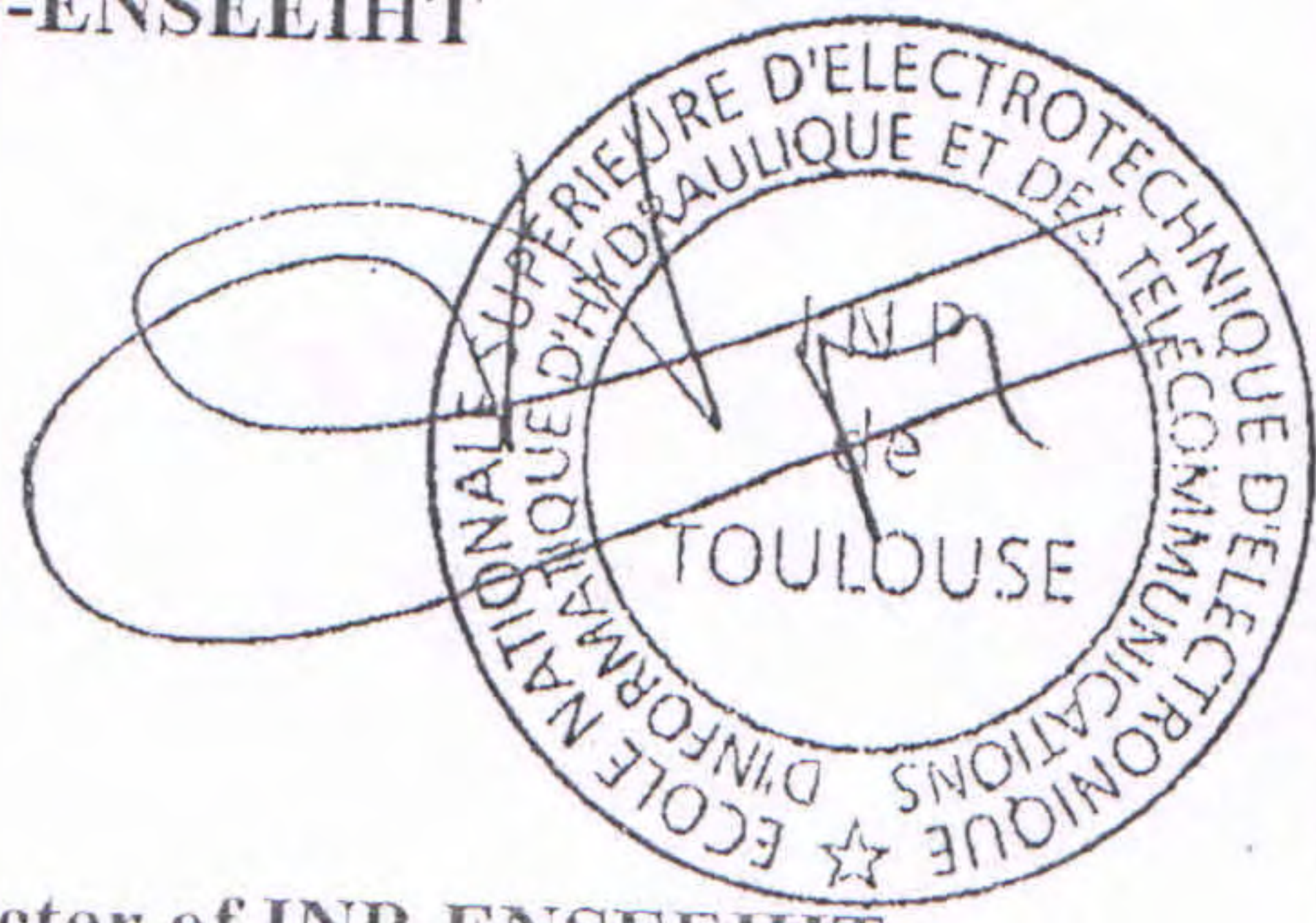



Article 8- Counterparts

This Agreement may be executed in two (2) or more counterparts, with each counterpart being considered as the original Agreement.



MEMORANDUM OF UNDERSTANDING

This agreement is made between the following responsible authorities:

<p>SIGNED on behalf of Institut National Polytechnique Toulouse</p> <div style="text-align: center; margin: 20px 0;">  </div> <p>Pr., Dr. Olivier SIMONIN</p>	<p>SIGNED on behalf of University of Petroleum and Energy Studies</p> <div style="text-align: center; margin: 20px 0;">  </div> <p style="text-align: right;">Registrar</p>
<p>Pr., Dr. Olivier SIMONIN</p> <p>INP-ENSEEIH</p> <div style="text-align: center; margin: 20px 0;">  </div> <p>Director of INP-ENSEEIH</p>	<p>Dr Parag DIWAN / ABHAY SHARMA</p> <div style="text-align: center; margin: 20px 0;">  </div> <p style="text-align: right;">Registrar</p>
<p>DATE: NOVEMBER 13. 2014</p>	<p>DATE: NOVEMBER, 26TH 2014</p>
<p>PLACE OF SIGNING:</p> <div style="text-align: center; margin: 20px 0;">  </div> <p>Toulouse, France</p>	<p>PLACE OF SIGNING:</p> <div style="text-align: center; margin: 20px 0;">  </div> <p>New Delhi, India</p>



UNIVERSITY and LOCKHEED MARTIN CORPORATION CORPORATE UNIVERSITY RESEARCH AGREEMENT

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

1st This Corporate University Research Agreement (the "Agreement") is entered into this day of December, 2014 (the "Effective Date"), by Lockheed Martin Corporation ("LMC"), a Maryland Corporation with a principal place of business at 6801 Rockledge Drive, Bethesda, Maryland 20817, and University of Petroleum and Energy Studies, having its office at "Energy Acres," Bidholi, Dehradun, 2480087 (Uttarakhand), India ("UNIVERSITY"). LMC and UNIVERSITY shall be known as a "Party" individually and as the "Parties" jointly throughout this Agreement.

1. OBJECT

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

2. CONDUCT OF PROJECT

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

Lockheed Martin Corporation

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

University

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

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

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

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

3. STAFFING

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

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

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

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

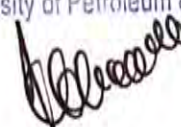
e. UNIVERSITY shall ensure that any person who shall work on, be associated with or be informed of the results of a Project or have any access to any LMC Proprietary Information provided under this Agreement shall comply with the provisions of Section 11 of this Agreement.

4. REPORTS

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

5. FUNDS

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



D.M.
20/10/15

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

6. TERM OF AGREEMENT AND CHANGES

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

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

7. PUBLICATION

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

[Signature]

[Signature]
20/11/15

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

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

8. INTELLECTUAL PROPERTY

8.1

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

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



WDA
20/4/15

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

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

9. PROTECTION OF PROPRIETARY INFORMATION

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

10. ADVERTISING

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

11. EXPORT CONTROL OF INFORMATION

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

[Handwritten Signature]

Registrar
D.A.
20/11/15

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

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

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

12. INDEPENDENT CONTRACTORS

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

Registry
20/4/15

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

customer on behalf of LMC or in connection with this Agreement without the prior written approval of LMC.

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

13. RELEASE OF LIABILITY

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

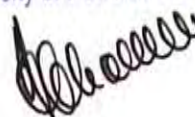
14. RESERVATION OF RIGHTS

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

15. DISPUTES

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

16. NOTICE



05/11/2014

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

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

17. SOLE AGREEMENT

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

18. NON-WAIVER OF BREACH

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

19. SEVERABILITY; PARTIAL INVALIDITY

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

20. ADDITIONAL PROVISIONS

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

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

University of Petroleum & Energy Studies


Registrar

WAS
20/4/15

UNIVERSITY and LOCKHEED MARTIN CORPORATION
CORPORATE UNIVERSITY RESEARCH AGREEMENT

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

LOCKHEED MARTIN CORPORATION


UNIVERSITY OF PETROLEUM AND
ENERGY STUDIESBy D. HeitzenraterBy Abhay Sharma
University of Petroleum & Energy Studies
RegistrarName: Daniel S. HeitzenraterName: ABHAY SHARMATitle: Contracts ManagerTitle: REGISTRAR.Date 20 April 2015Date APRIL 14, 2015

UNIVERSITY and LOCKHEED MARTIN CORPORATION
CORPORATE UNIVERSITY RESEARCH AGREEMENT

EXHIBIT A
GENERAL STATEMENT OF RESEARCH



Indian University
RO RO Concept


University of Petroleum & Energy Studies


20 Apr 15

UNIVERSITY and LOCKHEED MARTIN CORPORATION
CORPORATE UNIVERSITY RESEARCH AGREEMENT

EXHIBIT B
INDIVIDUAL PROJECT AGREEMENT

Roll-on/Roll-off Design Challenge Phase 2

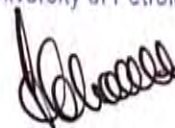
1. Phase 2 comprises of the following activities:
 - a. High Level Design
 - b. Air-Worthiness / Safety of Flight Test Plan
 - c. Provide inputs to Local Industrial partner selection
 - d. Detailed Design Specification Development
2. The UNIVERSITY team shall further refine the concepts presented during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



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

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

University of Petroleum & Energy Studies



Registrar


DAI
20/4/15

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

**EXHIBIT C
ACKNOWLEDGEMENT OF OBLIGATIONS
Schedule 3 to Individual Research Agreement**

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

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


Signature

14/04/2015
Date

SHIRISH NANDA POTU
Printed Name

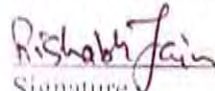
B.TECH ADE 3rd YEAR - STUDENT
Title or Position


Signature

14/04/2015
Date

MEGHA TANGRI
Printed Name

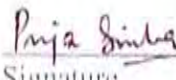
B.TECH ASE 3rd YEAR - STUDENT
Title or Position


Signature

14/04/2015
Date

RISHABH JAIN
Printed Name

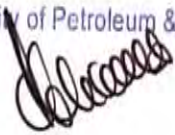
B.TECH ADE 3rd YEAR - STUDENT
Title or Position


Signature

14/04/2015
Date

PUJA KUMARI SINHA
Printed Name

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




DAA
20/4/15

UNIVERSITY and LOCKHEED MARTIN CORPORATION
CORPORATE UNIVERSITY RESEARCH AGREEMENT

EXHIBIT D
PROPRIETARY INFORMATION AGREEMENT



P14 061 UPES
RO-RO executed

University of Petroleum & Energy Studies

Registrar

WBA
20/10/15



DOCUMENT REVIEW AND APPROVAL FORM

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

Supplier/Vendor/Other/s: Lockheed martin Corporation

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

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

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

Part I (Finance / Treasury)

Institution/Business Unit: UPES Department: _____

GL Account: _____ Total Amount: _____

Budgeted ☐ Yes ☐ No ☐ N/A

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

☐ Op. Ex. Multiple Payments: X
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	Prof. Sudhir Joshi	Dept. of Aerospace Engg.	07-04-15	<input type="checkbox"/> e-mail attached
Treasury	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Legal	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Anu Sharma	Assistant Director-Legal	07-04-15	 <input type="checkbox"/> e-mail attached
Tax	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Finance	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Academic	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached

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

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕರ್ನಾಟಕ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

11:15
ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

INDIA Rs 0000200 886836

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

STAMP DUTY

KARNATAKA

ಬೆಲೆ : ರೂ. 2/-

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಮೊಮ್ಮನದಳ್ಳಿ

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

Memorandum of Understanding

This revised **Memorandum of Understanding** ("AGREEMENT") is executed on Monday the 18th August 2014 and shall be effective from Tuesday the 1st of July 2014 ("Effective Date"), by and between **IBM India Private Limited** (Hereinafter referred to as "IBM") with Registered offices at 12, Subramanya Arcade, Bannerghatta Road, BANGALORE - 560 029 and

University of Petroleum & Energy Studies (Hereinafter referred to as "UPES"), a statutory University set up by an Act of the State Govt. of Uttaranchal in 2003, having its main campus at Energy Acres, P.O. Bidholi Via-Prem Nagar, Dehradun, 248 007 represented by the Registrar;

This Agreement supersedes the agreement dated December the 21st, 2010, executed between IBM and UPES ("Earlier Agreement"). Notwithstanding the previous sentence, this Agreement shall not affect any obligation, liability or cause of action arising under or in connection with the Earlier Agreement before the Effective Date of this Agreement which is unsatisfied; and IBM and UPES shall address such obligation, liability or cause of action as contemplated under the Earlier Agreement between the entities.

WHEREAS, UPES and IBM have agreed to work to incorporate certain Information Technology (IT) related curriculum into courses of UPES;

WHEREAS, the parties recognize the guidance of Hydrocarbons Education Research Society (HERS) in formulating the strategic framework, courseware design & academic quality and contribution required to deliver the course.

WHEREAS, the parties have agreed that UPES shall elect to engage IBM as one of the primary and preferred technology provider for education support services and as stated in this Agreement.

NOW, THEREFORE, in order to ensure that the agreement between parties regarding the potential business relationship that is sought does not create any confusion or misunderstandings, the following items represent points agreed to by the parties through this Agreement to facilitate these evaluations and discussions.

1. Basis of the Agreement

a) IBM and UPES, acknowledge the need for IBM Technology skills, in the IT education and training sector. The objective of this Agreement is to have a number of graduating IT professionals skilled on IBM Technologies. Both IBM and UPES are keen to cooperate in a way that shall benefit UPES students pursuing a career in Information Technology.

b) UPES and IBM establish a roadmap to build a relationship to progress the Education Engagement in the following manner:

UPES shall rollout a number of programs including full time graduate Engineering programs, Specialization in IT aligned with mutually identified industry domain verticals and IBM Technology offerings, under the aegis of the UPES, delivering all or any of such programs to recruited students. IBM shall provide reasonable support as set-forth below to have UPES commence and conduct this initiative. Such support may include assistance in the form of providing free products including both hardware/software, identified courseware, academic support through Subject Matter Experts, marketing support. The provision of hardware/software, IBM materials and services shall be under a relevant IBM agreement executed by the parties. Such agreement shall govern the use of hardware/software, IBM materials by UPES. IBM's responsibilities under this Agreement are subject to UPES fulfilling its responsibilities under the Agreement. Apart from these full time programs, UPES can also appoint an external infrastructure intermediary to assist in the provision of offering short term certificate courses through physical, mixed mode or purely online mode to students.

IBM and UPES have agreed to offer B.Tech in Computer Science and Engineering with specialization from the following indicative list of streams, to the students enrolled at UPES. Thus the B.Tech specialization offerings selected from the list below shall be incorporated into the -IBM-UPES B.Tech program. The University prospectus shall define the fees to be charged for each program. The Curriculum shall be jointly developed by IBM and UPES designated subject matter experts. The list below is not limited and can be reviewed and updated by IBM and UPES, from time to time by mutual agreement:

- B.Tech (CSE) with Specialization in Open Source Software & Open Standards
- B.Tech (CSE) with Specialization in Oil & Gas Informatics
- B.Tech (CSE) with Specialization in Mainframe Technologies
- B.Tech (CSE) with Specialization in Cloud Computing and Virtualisation
- B.Tech (CSE) with Specialization in Retail Informatics
- B.Tech (CSE) with Specialization in Healthcare Informatics
- B.Tech (CSE) with Specialization in Storage Management
- B.Tech (CSE) with Specialization in IT Business Intelligence and Data Warehousing
- B.Tech (CSE) with Specialization in IT Security and Risk Management

c) It has, however been agreed that the B.Tech specializations shall be offered by UPES where technical expertise and support as described in this Agreement shall be provided by IBM.

JOINT COORDINATION COMMITTEE

To guide the execution of the activities agreed under this Agreement, UPES and IBM shall constitute a Joint Co-ordination Committee (hereinafter referred to as "JCC") as follows: Vice-Chancellor of UPES or his nominee as the Chairperson; two representatives from each party as



2. Roles and Responsibilities

The roles and responsibilities of the parties shall be under governed by the applicable IBM agreement namely IBM Customer Agreement/Agreement for Courses and Education Materials/International Program License Agreement under which such Product or Service is provided by IBM. The proposed roles and responsibilities of the parties in connection with this proposed relationship are described below:

IBM's Responsibilities

- Specialization courseware development and supply to UPES, made available 30 calendar days in advance before commencement of the course "train the trainer".
- IBM to execute the centralized orientation workshops on IBM technologies for select UPES faculty. Duration of these "train the trainer" courses will be as per actual course credit hours followed by a faculty capability assessment.
- Availability of specialization courseware for Students enrolled under this joint program at UPES.
- The Innovation Centre for Open Standards (iCos) – an online platform (<http://www.icos.in> or its companion site <http://icos.ddn.upes.ac.in>) or equivalent agreed alternative shall be the underlying framework for the engagement between IBM, UPES and the UPES students, who take admission under the joint course offerings, for them to access online course material, discussion forum and online collaborative environment. Services through the iCos platform are being provided by IBM's partner organization M/S CL Infotech Private Limited (<http://www.clinf.com/>) under a separate agreement with IBM. It is understood that all relevant course material shall be provided on this platform.
- Lab exercises development and ensuring quality of lab instructions.
- Support and Periodic visits from the Program Manager. The program management team (IBM or its Program Partners) should visit the UPES campus at least once per semester.
- Access to industry forums from an academic perspective.
- IBM will promote these programs within the IBM SI network for placement opportunities, if any, for students
- IBM to support virtual or physical internship for students in each cohort who are eligible for internship within IBM on reasonable effort basis
- At least 2 total number of visits per semester by Subject Matter Experts & guest lecturers, for the successful delivery of the program at UPES

UPES's Responsibilities

- Nominate designated UPES faculty for the courses under this agreement.
- Conduct & monitor the courses.
- Detailed session plans to be provided.
- Program promotion, marketing collaterals and marketing.
- Admission Test Paper for the courses.
- Select and nominate instructors for the centralized orientation workshops on IBM technologies.
- Provide access to required infrastructure for running the prescribed courses as per IBM's specifications.
- UPES shall share the student enrollment data with IBM.
- UPES Degree after the successful completion of the courses by the students.
- The transcripts to carry both UPES and Authorised IBM Training Partner logos.



- UPES to provide e-mail id's of all students enrolled under this program, so that IBM can enroll them into the iCos program.
- UPES to nominate curriculum Program Manager.
- Guide IBM course team on curriculum inclusion and joint content development.
- Publish new curriculum as part of UPES programs.
- The faculty should study the course material prior to attending the "Train the trainer" course

Programs

JCC shall decide the credits for each of the above programs & may alter the course duration for each of the course after due approval from the academic council of UPES and announce it through the UPES website. JCC shall be at liberty to propose and announce new courses/programs time to time under this Agreement, with consultation and agreement from UPES and IBM. The platform for online delivery shall be provided by IBM.

Course Administration Process

Batch Launch:

- Student shall enroll at UPES or online
- Database of enrollments shall be shared with IBM on monthly basis
- Batches shall commence as per schedules recommended by the JCC.
- A mutually agreed course fee to be collected from the students by UPES
- JCC may recommend different fee collection options like
 - Down payment – Fee to be collected at the time of enrollment/submission of application form 1 week before commencement of course.
 - Installment (at the discretion of UPES).
- UPES shall remit to IBM costs towards providing various academic and technology services as provided in this Agreement on a quarterly basis by 5th September for July to September quarter, 15th Nov for October to December quarter, 15th Feb for January to March quarter, and 15th May for April to June quarter.

Deployment of Human Resources

A. UPES

Shall create an academic and marketing team to market and administer the courses offered under this Agreement.

B. IBM

Shall provide relevant numbers of product support team, relationship management team and academic curriculum support team besides SMEs for the respective domains including their adequate deputation and visits at the campus.

[Handwritten Signature]

Registrar

For University of Petroleum & Energy Studies



Academic Engagement

- a) The following is the list of course programs, but not limited to, are proposed to be commenced by UPES, under this MoU:

Course Name	Duration in Months	Fees (INR)
B.Tech (CS) with Specialization in Open Source Software & Open Standards	48	As defined in the University prospectus for the program
B.Tech (CS) with Specialization in Oil & Gas Informatics	48	As defined in the University prospectus for the Program
B.Tech (CS) with Specialization in Retail Informatics	48	As defined in the University prospectus for the Program
B.Tech (CS) with Specialization in Mainframe Technologies	48	As defined in the University prospectus for the Program
B.Tech (CS) with Specialization in Cloud Computing and Virtualisation	48	As defined in the University prospectus for the Program
B.Tech (CS) with Specialization in Storage Management	48	As defined in the University prospectus for the Program
B.Tech (CS) with Specialization in IT Business Intelligence and Data Warehousing	48	As defined in the University prospectus for the Program
B.Tech (CS) with Specialization in IT Security and Risk Management	48	As defined in the University prospectus for the Program
B.Tech (CS) with Specialization in Healthcare Informatics	48	As defined in the University prospectus for the Program

*Course fee is defined as tuition fee and academic services fee for the program of study.

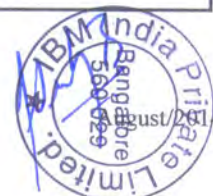
- b.) Revenue Sharing Ratio

UPES-IBM Collaboration Working Sheet

	Year IV	Year V	Year VI	Year VII	Year VIII
	2014-15	2015-16	2016-17	2017-18	2018-19
Estimated Students Strength	1,420	1,660	1,860	1,900	1,900
Course fee per student Rs pa	200,000	200,000	200,000	200,000	200,000
Gross University Revenue (in Rs Lakhs)	2,840	3,320	3,720	3,800	3,800
IBM Share of the Gross Revenue (in %age)	20%	20%	20%	20%	20%
Nett IBM Share of Revenue (in Rs Lakhs)	568	664	744	760	760

Notes :

1. Fee will be remitted to IBM four times in an academic year as per the above share %age and based on actual number of students
2. UPES shall remit the Fee to IBM as provided in this Agreement on a quarterly basis by 5th September for July to September quarter, 15th Nov for October to December quarter, 15th Feb for January to March quarter, and 15th May for April to June quarter



For the academic session 2014-2015 and every subsequent year of engagement, the ratio of Fee Sharing will be as under:

- UPES 80% of the course fee, per student enrollment
- IBM 20% of the course fee, per student enrollment

c.) List of services provided by IBM:

- Specialization courseware for Students enrolled under this joint program at UPES
- Access to the iCos or equivalent agreed platform for every student enrolled into the program, for the duration of the course fee charged.
- Subject matter experts & guest lecturers, as appropriate & mutually agreed to the successful delivery of the program at UPES.

The JCC shall make recommendations on the program fee from time to time which shall be submitted for approval of the Fee Committee of the University.

Payment: UPES shall pay the Net IBM share of the revenue, as per Section b above (less proportionate deductions, if any on account of fee refund). In case of any refunds to the students of the joint program, subsequent to remission, IBM shall reimburse the same to UPES. The payments shall be made by UPES to IBM, as per course administration process mentioned above, net of any taxes to be levied. If any authority imposes upon any transaction under this Agreement a duty, tax, levy, or fee, excluding those based on IBM's net income, then UPES agrees to pay that amount as specified in an invoice, unless UPES supplies exemption documentation.

UPES shall deduct applicable taxes under the provisions of the Income Tax Act, 1961 ("the Act") in respect of the payments due to IBM and remit such Taxes Deducted at Source ("TDS") to the credit of the Government Account, file quarterly TDS returns under the provisions of the Act or such other law in force, furnish TDS certificates and comply with any other requirement connected thereto as required under the provisions of the Act. Further, UPES shall ensure that the Permanent Account Number ("PAN") of IBM is quoted rightly in such quarterly TDS returns or any other document where the PAN of IBM is required to be mentioned.

Fee collection and remittance procedure:

- Student shall enroll at the UPES main campus at Dehradun or newly established UPES Campuses in the State of Uttarakhand.
- Fee shall be collected by UPES in its name through an appropriate financial instrument.
- Agreed Net IBM share of revenue to be sent to the designated IBM office in India by UPES,
- The access to the iCos program & access to the identified course, for the student shall be provided, against the number of admission details received.

6. Termination

This Agreement shall be initially valid for a period of six years and on its expiry shall renew for periods of one year on the same terms and conditions unless terminated by a party by giving a notice in writing to the other party prior to such expiry of the Agreement. If at any time any party wishes to withdraw from this Agreement it may do so with or without cause and without liability by providing the other party with a one year notice of its intention to terminate this agreement. Notwithstanding such termination, all the batches of students admitted to these programs during the currency of this Agreement shall be taken to logical conclusion of their program by both parties wherein each party would be bound to provide its services as enumerated in this Agreement.



4. Confidentiality

The existence and substance of this Agreement and the provision of services contemplated hereby shall be kept confidential and shall not be disclosed to any party hereto to any third party without the prior written consent of the other party hereto unless such disclosure is necessitated by due process of law. Both parties acknowledge that UPES is a public authority. In all cases where disclosures are necessitated by law the other party shall be kept duly informed of the same. The notice should be sufficient so that the party may obtain a protective order where required.

The parties acknowledge that the exchange of confidential information by UPES and IBM in connection with this Agreement shall be governed by the terms and conditions of that certain Agreement for Exchange of Confidential Information, (described under section 8 under this Agreement).

5. Limitation of Liability

In the event of any breach of the terms of this MOU, which is capable of rectification, by either party hereto, such other party shall be entitled to call upon the party to rectify such breach within Thirty days from the date of the notice, failing which the breach shall be deemed to be a material breach, and shall entitle such other party to terminate this MOU for material breach.

In the event IBM is in breach of its responsibility and services as stated in Section 2 herein above including non provision of services within the time period as agreed in writing by the parties, UPES may at it's liberty obtain such deficient materials and/or services from any other party or parties. Circumstances may arise where, because of a default on IBM's part or other liability, UPES is entitled to recover damages from IBM, including for IBM's breach of Section 2 of the Agreement. Regardless of the basis on which UPES is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM's entire liability for all such claims shall be as per the terms and conditions of the applicable agreement such as IBM Customer Agreement/Agreement for Courses and Education Materials/International Program License Agreement under which such Product or Service is acquired. In no event shall either party be liable for any lost profits, lost savings, indirect damages, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither party shall be liable for any damages claimed by the other party based on any third party claim except as provided otherwise or under the applicable agreements such as IBM Customer Agreement/Agreement for Courses and Education Materials/International Program License Agreement.

6. Publicity

IBM and UPES each agrees not to use the trademarks, trade names, services marks or other proprietary marks of the other party to this Agreement in any advertising, press releases, publicity matters, or other promotional materials without prior written approval of the other party. In addition each party agrees not to initiate or distribute any press releases, publicity matters or other promotional materials related to or referencing the subject matter of this Agreement without prior written approval of the other party.



7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.

8. Agreement for Exchange of Confidential Information

Our mutual objective under this Agreement is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).

8.1 Disclosure

Information shall be disclosed either:

- 1) In writing;
- 2) By delivery of items;
- 3) By initiation of access to Information, such as may be in a data base; or
- 4) By oral or visual presentation.

Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information shall be identified as confidential at the time of disclosure.

8.2 Obligations

The Recipient agrees to:

- 1) Use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
- 2) Use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:

- 1) Its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and
- 2) Any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient shall have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient shall give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

8.3 Confidentiality Period

Information disclosed under this Agreement shall be subject to this Agreement for two years following the initial date of disclosure.

For University of Petroleum & Energy Studies

Registrar



8.4 Exceptions to Obligations

The Recipient may disclose, publish, disseminate, and use Information that is:

- 1) Already in its possession without obligation of confidentiality;
- 2) Developed independently;
- 3) Obtained from a source other than the Discloser without obligation of confidentiality;
- 4) Publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- 5) Disclosed by the Discloser to another without obligation of confidentiality.

The Recipient may use in its business activities the ideas, concepts and know-how contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.

8.5 Disclaimers

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

The Discloser shall not be liable for any damages arising out of the use of Information disclosed under this Agreement.

Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

8.6 General

This Agreement does not require either of us to disclose or to receive Information.

Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

The receipt of Information under this Agreement shall not in any way limit the Recipient from:

- 1) Providing to others products or services which may be competitive with products or services of the Discloser;
- 2) Providing products or services to others who compete with the Discloser; or
- 3) Assigning its employees in any way it may choose.

The Recipient shall:

- 1) Comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and
- 2) Unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph shall survive the termination or expiration of this Agreement and the confidentiality period above and shall remain in effect until fulfilled.

Registrar

For University of Petroleum & Energy Studies



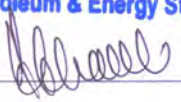

9. General

- a) This Agreement supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. This Agreement cannot be modified except by a written agreement signed by the authorized representative of each of the UPES and IBM India Pvt. Ltd. Any reproduction of this Agreement by reliable means shall be considered an original of this document.
- b) Each party shall be responsible for its own expenses in connection with these discussions.
- c) Except as set forth herein, there are no restrictions on either party as a result of these discussions and either party is free to pursue a similar business relationship with others at any time.
- d) Each Party shall act as an independent contractor. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither Party may make any commitments binding on the other, nor may either Party make any representation that they are acting for, or on behalf of, the other.

10. Arbitration

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

This Agreement sets forth the understanding of the parties as of Friday, August the 18th, 2014.

Agreed to: University of Petroleum & Energy Studies (UPES) By For University of Petroleum & Energy Studies 	Agreed to: IBM India Private Limited By 
Authorized Signature Name (type or print): Mr. Abhay Sharma Designation: Registrar, University of Petroleum & Energy Studies Date: Identification number: UPES Address: 210, Second Floor, Okhla Phase III, New Delhi – 110020	Authorized Signature Name (type or print): Mr. Prakash Bell Designation: Executive - Systems Center & Deep Computing, IBM Systems & Technology Group. Date: Agreement number: IBM Address: 12, Subramanya Arcade, Bannerghatta Road, Bangalore - 560 029.

After signing, please return a copy of this Agreement to the "IBM address" shown above.