



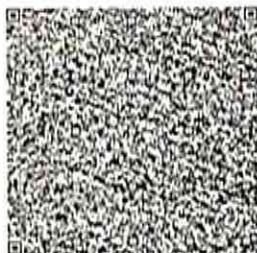
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Certificate Issued Date	: 20-Apr-2015 12:28 PM
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Memorandum of Understanding

This revised **Memorandum of Understanding** ("AGREEMENT") is executed on Thursday the 9th July 2015 and shall be effective from Wednesday the 1st July 2015 ("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

IBM & University of Petroleum & Energy Studies – MoU

Page 1

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shclrestamp.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.
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UNIVERSITY OF PETROLEUM & ENERGY STUDIES

Registrar

AND

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

"Parties" shall collectively mean UPES and IBM and **"Party"** means each of UPES and IBM individually. This Agreement is being executed under the terms and conditions of Agreement for Courses and Education Materials.

This Agreement supersedes the agreement dated 18th August, 2014, 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 Computer Science (CS) related curriculum into courses of UPES;

WHEREAS, the parties recognize the guidance of Hydrocarbons Education Research Society 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 CS education and training sector. The objective of this Agreement is to have a number of graduating CS 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 CS 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 (CSE) 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 following is the list of programs to be launched under this agreement:

- B.Tech (CSE) with Specialization in Open Source & 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 E-Commerce, Retail & Automation
- B.Tech (CSE) with Specialization in Healthcare Informatics
- B.Tech (CSE) with Specialization in Business Analytics & Optimization
- B.Tech in CSE with specialization in IT Infrastructure
- B.Tech in CSE with specialization in Telecom Informatics
- B.Tech in CSE with specialization in Banking, Financial Services and Insurance
- B.Tech in CSE with specialization in Cyber Security & Forensics
- B.Tech in CSE with specialization in Graphics & Gaming
- B.Tech in CSE with specialization in Manufacturing Systems

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.

d) Including the above, a maximum of 15 such programs can be launched within the framework of this Agreement. Additional programs over and above 15 need to be mutually approved and executed vide an addendum to this Agreement.

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 members, a Project Coordinator who shall also be the Convener of the Committee. Chairperson of the committee may recommend changes in the member's from time to time in consultation with the nominating parties and have the same approved by the Vice Chancellor, UPES. The JCC shall recommend on course curriculum, course content, delivery, market assessment of fee, for approval by the Vice Chancellor, UPES through the Academic Council and Fee Committee of the University. The JCC shall monitor and review the activities under this Agreement and recommend such decisions with respect to any aspect regarding this Agreement for the purpose of removing any impediment, promoting the programs arising from this Agreement, approving the content and recommending changes therein, the program prospectus and fee structure. In the event the JCC fails to convene and make such recommendation in time for the academic process to continue and such failure is on account of IBM, the relevant authority in UPES could take a decision which would be binding on the parties.

JCC may also consider new proposals and joint initiatives by both the parties in terms of relevant courses development, educational programs and web-resources developments for education and recommend the same for implementation. Such recommendations of the JCC shall be placed before relevant bodies of UPES and IBM for due approval and implementation.

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. The platform for online delivery shall be provided by IBM.



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
- Provide student kits for 600 UPES new enrolments every academic year. The student kits above 600 students will have to be procured & provided by UPES.
- UPES to provide stay at the MDC on campus (subject to availability) for all IBM faculty and SMEs. Travel and local transport of the IBM faculty and SMEs to be borne by IBM.
- IBM Branding support; The relevant guidelines for the branding are covered in the Annexure – 1 (IBM Agreement- Annexure-1 - IBM Logo Usage Guidelines).
- IBM to provide a total teach bank of 6 credits (6 credits x 12 hours = 72 hours) every academic year, with a balance carry forward to the next academic semester, for the UPES students, to be used as deemed applicable for face-to-face student engagement on a program basis. The balance teach hours can be carried forward only to the immediately succeeding academic semester and will expire if not used.
- IBM will provide the Teach-the-Teacher (T3) bank of two teach weeks (2 x 5 = 10 teach days) at the campus for UPES/UTM faculty members. This pool of T3 session days can be utilized in the upcoming academic year by UPES to have IBM deliver a T3 for another IBM specialization course, for the UPES/UTM faculty. However, the carried forward T3 session days have to be used in the immediate academic year, otherwise, they will expire.



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 the following line "This B.Tech Computer Science Program is being offered by UPES in collaboration with IBM. IBM is a trademark of IBM Corp., registered in various jurisdictions worldwide and is used under license."
- 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
- UPES to provide stay at the MDC on campus for all the visiting IBM team, faculty and industry SMEs. Travel and local transport of the IBM faculty and SMEs to be borne by IBM. IBM to provide an annual calendar of T3s to be conducted on campus in advance.

Program 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 Fees as 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 November for October to December quarter, 15th February 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



Commercial Engagement

UPES-IBM Collaboration Working Sheet			
	Year I	Year II	Year III
	2015-16	2016-17	2017-18
Maximum Students Strength	1,900	2,500	3,200
IBM Fee (in Lakhs)	650	650	650
Notes :			
UPES shall remit IBM share of student fee as provided (in this table) in this agreement on a quarterly basis by 5th September for July to September quarter, 15th November for October to December quarter, 15th February for January to March quarter, and 15th May for April to June quarter.			

The maximum student strength in an academic year ("AY") will be based on the total students in IBM collaborated programs at the end of the AY to accommodate the student attritions due to personal or academic reasons during the two semesters in an academic year. In case, the total number of students exceed the maximum students at the end of an AY, IBM Fees for such incremental students will be proportionately increased for such academic year. For e.g. total number of students at the end of academic year 15-16 exceed maximum student strength by 100, IBM fees for such incremental students will be 65m divided by 1900 and multiplied by 100.

UPES shall pay the IBM fees as per the table under the Commercial Engagement section in this agreement. Any additional fees payable for total students exceeding maximum student strength will be paid alongwith the quarterly fees subject to any adjustments done on account of actual student strength.

The IBM Fee for the academic year 2018-19 (i.e. after the completion of the current tenure) will be discussed and agreed upon before the beginning of the academic year 2017-18, i.e. by 30th June 2017 which is 1 year prior to the completion of the tenure of The Agreement.

In case both the Parties agree not to renew the Agreement beyond the current tenure, IBM Fees payable during the teach-out period commencing 1st July 2018 will be based on IBM Fees for academic year 17-18 reduced in proportion of the actual students at the end of each academic year during such teach out period to the actual students admitted in AY17-18.

Both the parties further agree that during the tenure of the contract, if for any unforeseen regulatory or other reasons which are beyond the reasonable control of parties, UPES is restricted either in terms of number of students UPES can enroll for such IBM collaborated programs or the net fees UPES can charge for such programs, then within 90 days of such an event, both the parties may mutually agree to amend the terms of this agreement.

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.
- IBM Fee to be remitted to the designated IBM bank account by UPES.
- The access to the iCos program & access to the identified program course(s), for the student shall be provided, against the number of admission details received and the payment for the quarter received by IBM.

3. Termination

This Agreement shall be initially valid for a period of three years and on its expiry may 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 its 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

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.

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.

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





A handwritten signature in dark ink, likely belonging to the Registrar, is written over the vertical text "UNIVERSITY OF PETROLEUM & ENERGY STUDIES".

- 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 in New Delhi.

This Agreement sets forth the understanding of the parties as of July 9th, 2015.

Agreed to: University of Petroleum & Energy Studies (UPES) 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.	Agreed to: IBM India Private Limited By:  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 - 560029, Karnataka.
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After signing, please return a copy of this Agreement to the "IBM address" shown above.

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

 Registrar

Trademark License Agreement for Co-marketing of the IBM Logo

Trademark License Agreement ("Agreement") made as of July 10th, 2015, between IBM India Pvt. Ltd., an Indian corporation (hereinafter "LICENSOR"), Registered offices at 12, Subramanya Arcade, Bannerghatta Road, Bangalore-560029, Karnataka, India and University of Petroleum & Energy Studies a statutory University set up by an Act of the State Govt. of Uttaranchal, India in 2003, having its main campus at Energy Acres, P.O. Bidholi Via-Prem Nagar, Dehradun – 248007, Uttarakhand, India, represented by the Registrar; (hereinafter "LICENSEE").

Section 1. DEFINITIONS

- 1.1 "Licensed Mark" shall mean the IBM logo identified in Exhibit 1.
- 1.2 "Logo Usage Guidelines for Co-branding" shall mean such guidelines as may be established by LICENSOR and modified from time to time, upon reasonable notice, by LICENSOR, providing for the use and display of the Licensed Mark. The current "Logo Usage Guidelines for Co-branding" are identified in Exhibit 2.
- 1.3 "Communications" shall mean the materials identified in Exhibit 2.

Section 2. LICENSE GRANT

2.1 LICENSOR grants LICENSEE a worldwide, non-exclusive, non-transferrable, right and license to use the Licensed Mark on the Communications in accordance with the terms of this Agreement.

Section 3. USE OF THE LICENSED MARK

- 3.1 LICENSEE agrees to display and use the Licensed Mark solely in the form, manner and style required in the IBM Logo Usage Requirements for co-branding.
- 3.2 LICENSEE agrees to use the Licensed Mark only on Communications developed as a result of a joint collaboration between LICENSOR and LICENSEE.

Section 4. OWNERSHIP OF THE LICENSED MARK

- 4.1 All ownership rights in the Licensed Mark belong exclusively to LICENSOR. LICENSEE has no ownership rights in the Licensed Mark and shall acquire no ownership rights in the Licensed Mark as a result of its performance (or breach) of this Agreement. All use of the Licensed Mark or variations thereon shall inure solely to the benefit of LICENSOR. Upon termination of this Agreement, all rights of LICENSEE to use the Licensed Mark shall terminate immediately except as otherwise provided herein.
- 4.2 LICENSEE agrees:
1. not to take any action which will interfere with any of LICENSOR's rights in and to the Licensed Mark;
 2. not to challenge LICENSOR's right, title or interest in and to the Licensed Mark or the benefits therefrom;
 3. not to make any claim or take any action adverse to LICENSOR's ownership of the Licensed Mark;
 4. not to register or apply for registrations, anywhere, for the Licensed Mark or any other mark which is similar to the Licensed Mark or which incorporates the Licensed Mark; and
 5. not to use any mark, anywhere, which is confusingly similar to the Licensed Mark.

Section 5. QUALITY CONTROL

5.1 The parties agree that LICENSOR may inspect the COMMUNICATIONS before they are distributed by LICENSEE. LICENSOR shall have forty-eight (48) hours within which to amend or approve the Communications. Approval by LICENSOR shall not be unreasonably withheld.

5.2 Failure to meet the quality standards set forth in this License shall be deemed to be a breach thereof which must be corrected to IBM's satisfaction within seven (7) days, (or the earliest update cycle, whichever comes first), of being put on notice. Until such breach is corrected LICENSEE may not use the Licensed Mark.

Section 6. PROTECTION OF THE LICENSED MARK

- 6.1 LICENSEE agrees to notify LICENSOR within ten (10) business days if LICENSEE becomes aware of:
1. any uses of, or any application or registration for, a trademark, service mark or trade name that conflicts with or is confusingly similar to the Licensed Mark;
 2. any acts of infringement or unfair competition involving the Licensed Mark; or
 3. any allegations or claims whether or not made in a lawsuit, that the use of the Licensed Mark by LICENSOR or LICENSEE infringes the trademark or service mark or other rights of any other entity.

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

[Signature]

Registrar



6.2 LICENSOR may, but shall not be required to, take whatever action it, in its sole discretion, deems necessary or desirable to protect the validity and strength of the Licensed Mark at LICENSOR's sole expense. LICENSEE agrees to comply with all reasonable requests from LICENSOR for assistance in connection with any action with respect to the Licensed Mark that LICENSOR may choose to take.

6.3 LICENSEE shall not institute or settle any claims or litigation affecting any rights in and to the Licensed Mark without LICENSOR's prior written approval.

Section 7. INDEMNITY

7.1 LICENSOR shall settle or defend all claims made by third parties against LICENSEE and shall thereby indemnify and hold LICENSEE, its officers, agents and employees, harmless from any and all claims made against LICENSEE for infringement or unfair competition arising from LICENSEE's use of the Licensed Mark in accordance with the terms of this Agreement. Following notice of an infringement claim or at any time LICENSOR deems appropriate, LICENSOR may provide LICENSEE a substitute logo for use under the terms and conditions of this Agreement.

7.2 Notwithstanding the above, LICENSOR shall not be liable for any consequential damages, loss or prospective profits, or lost business opportunities.

7.3 To qualify for such indemnification, LICENSEE must notify LICENSOR of any such claim in writing within ten (10) business days of LICENSEE's receipt of such claim, and allow LICENSOR to control and fully cooperate with LICENSEE in the defense of and all settlement negotiations related to such claim.

7.4 LICENSEE shall indemnify LICENSOR, its officers, agents and employees from and against any and all claims, damages, liabilities (including settlements entered into in good faith), suits, actions, judgments, penalties and taxes, civil and criminal, and all costs and expenses (including without limitation reasonable attorneys' fees) incurred in connection therewith, arising out of:

1. any act, omission, neglect or default of LICENSEE or its agents on or in connection with the distribution, promotion or marketing of Communications; or
2. Personal injury or any infringement of any rights (including copyrights) of any person by the sale, distribution, possession, or use of any Communications; or
3. LICENSEE's failure to comply with applicable laws with respect to the distribution, possession or use of any Communications.
4. any and all third party claims, suits, costs, damages, including punitive damages, liabilities of any kind, and attorneys fees incurred arising out of or related to LICENSEE's use of, or representation about the Licensed Mark or any third party's use of the Communications or its content or any of LICENSEE'S products or any other products associated with, used in, or marketed or provided through the Communications.

7.5 LICENSOR's indemnification obligation shall not exceed \$50,000.00.

Section 8. WARRANTY

8.1 LICENSOR represents and warrants that it is owner of the Licensed Mark and any corresponding trademark registrations and/or applications related thereto. LICENSOR makes no other warranties of any kind, either expressed or implied, with respect to the Licensed Mark.

Section 9. DURATION AND TERMINATION

9.1 This Agreement and the rights and licenses granted hereunder, shall terminate on 08-July-2018, unless earlier terminated in accordance with its terms or when the MOU between IBM India Ltd and "(INSTITUTION NAME)" is terminated.

9.2 Either LICENSOR or LICENSEE shall have the right to terminate the licenses granted in Section 2 with or without cause at any time on thirty (30) days written notice to the other party.

9.3 If LICENSEE breaches this Agreement, LICENSOR shall have the right to terminate the licenses granted in Section 2 in their entirety. If LICENSOR elects to terminate because of breach of this Agreement, LICENSOR will provide written notice to LICENSEE of the breach and LICENSOR's decision to terminate. If LICENSEE has not cured such breach within seven (7) days of the date of such notice, the licenses granted in Section 2 shall be terminated.

9.4 In the event that a license granted under this Agreement is terminated by LICENSOR under Section 9.2, LICENSEE shall have three (3) months after the date on which termination is effective (Wind-Up Period) to dispose of all Licensed Communications in its inventory. Upon termination of the Wind-Up Period, or immediately upon termination for breach, LICENSEE shall provide LICENSOR with proof of the destruction of all existing Communications which bear the licensed mark.

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 Registrar



Section 10. NOTICES

All notices and other communications under this Agreement shall be in writing and shall be sent by certified mail with return receipt requested to the other party's then current Executive Coordinator, or designee, at their respective addresses as set forth below. Notification of a change of address must be given in writing. All such mailed notices shall be deemed given and received upon the date indicated on the certified mail receipt.

International Business Machines Corporation
North Castle Drive
Armonk, NY 10504
Attn: Corporate Counsel, Trademarks

University of Petroleum & Energy Studies
Energy Acres, P.O. Bidholi Via-Prem Nagar, Dehradun-248007, Uttarakhand, India.
Attn: Mr. Abhay Sharma, Registrar

Section 11. TRANSFER OF RIGHTS

11.1 LICENSEE may not, either directly or indirectly, sublicense, assign, or in any way encumber this license. Any attempt to do so shall be void and shall result in immediate termination of this License.

Section 12. ENTIRE AGREEMENT

12.1 This Agreement and its attached Exhibits represent the entire agreement between the parties, and fully supersede any and all prior agreements or understandings between the parties pertaining to the licensing of the Licensed Mark by LICENSOR to LICENSEE. This Agreement may not be amended or modified, in whole or in part, except by a written instrument duly executed by all of the parties hereto.

12.2 The failure of any party to insist upon strict adherence to any provision of this Agreement, in whole or in part, on one or more occasions, shall not constitute a waiver of its right to insist upon the strict performance of that or any other provision or part thereof in the future.

12.3 This Agreement and any amendments hereto may be signed in one or more counterparts, each of which, when signed and delivered, shall be deemed to be an original. All such counterparts together shall constitute one and the same valid and binding agreement, even if all of the parties have not signed the same counterpart. Signatures to this Agreement may be delivered electronically or by facsimile, in which case the electronic or facsimile copy of an original signature shall be deemed to be an original signature.

12.4 This Agreement will be governed by the substantive laws of India.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as of the date first set forth above.

IBM India Pvt. Ltd.

By _____

Date: 10/July/2015

Name: Mr. Prakash Bell
Designation: Executive - Systems Center & Deep Computing,
IBM Systems & Technology Group.
Organization: IBM India Pvt. Ltd.
Address: 12, Subramanya Arcade,
Bannerghatta Road, Bangalore-560029, Karnataka, India.

UNIVERSITY OF PETROLEUM & ENERGY STUDIES
University of Petroleum & Energy Studies

By _____

Date: 10/July/2015

Name: Mr. Abhay Sharma
Designation: Registrar
Organization: University of Petroleum & Energy Studies
Address: Energy Acres, P.O. Bidholi, Via-Prem Nagar,
Dehradun-248007, Uttarakhand, India.

Exhibit 2

IBM Logo Usage Guidelines for Marketing Materials and Websites

These Guidelines set forth the standards and requirements for use of the IBM Logo on Marketing Materials and Websites bearing the IBM Logo and the logo, trademark or trade name of another company.

Compliance with these Guidelines is required. In the event of a conflict between the terms and conditions of the Logo License Agreement and this Exhibit 2, this Exhibit 2 shall prevail.

Guidelines as to the Nature and Content of the Marketing Materials and Websites:

1. Use of the IBM Logo may occur only on Marketing Materials and Websites which clearly and explicitly communicate:
 - a. the scope and nature of the relationship between the parties;
 - b. the responsibilities of each of the parties.

The IBM Logo may not be used in such a way as to attribute to IBM a product or service not actually originating from IBM.

2. Marketing Materials and Websites may not contain any statements, imagery or other materials which are illegal or which may, in the sole judgment of IBM, be in bad taste or inconsistent with IBM's public image, or tend to bring disparagement, ridicule or scorn upon IBM.
3. The IBM Logo may not be placed or applied in a manner which may cause confusion as to the source or origin of the offering or communication.
4. The IBM Logo must always remain distinct and separate. The IBM Logo may not be combined with any other trademark or logo owned by another company nor may it be combined with any text, graphics, imagery or product identifiers. The IBM Logo may not be contained within the text of a sentence.
5. In a sponsorship, when used in proximity to one or more company identifiers, the IBM Logo should be placed and sized to match the visual weight and emphasis of all the other sponsors logos.
6. The use of the IBM Logo must clearly communicate the context or relationship IBM has with the company, event or offering. This may be done by the addition of "relationship text" in the headline, body copy and/or in association with the logo signatures of a communication.
7. The following trademark attribution statement shall be applied on the page on which the IBM Logo is being used or in the legal attribution segment of the Marketing Materials and Websites:

The IBM Logo is a registered trademark of IBM in the United States and other countries and is used under license. IBM responsibility is limited to IBM products and services and is governed solely by the agreements under which such products and services are provided.

Correct Appearance of the IBM Logo:

1. Do not create your own version of the IBM Logo.
2. Do not change the size, color or proportion of the artwork provided by IBM.
3. Always allow a "safe space" around the logotype that is equal to or greater than the height of the IBM Logo in use.
4. Do not place the IBM Logo on active backgrounds that may reduce legibility.
5. Always use the approved IBM Blue:

Color Specifications:

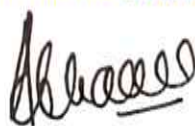
Pantone equivalent: PMS 2718C

Process equivalent: Cyan 75%, Magenta 43%, Yellow 0%, Black

0% RGB equivalent: Red 90, Green 135, Blue 197

Broadcast equivalent: Red 22%, Green 42%, Blue 70%

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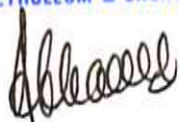
Registrar



Exhibit 1
IBM Logo usage

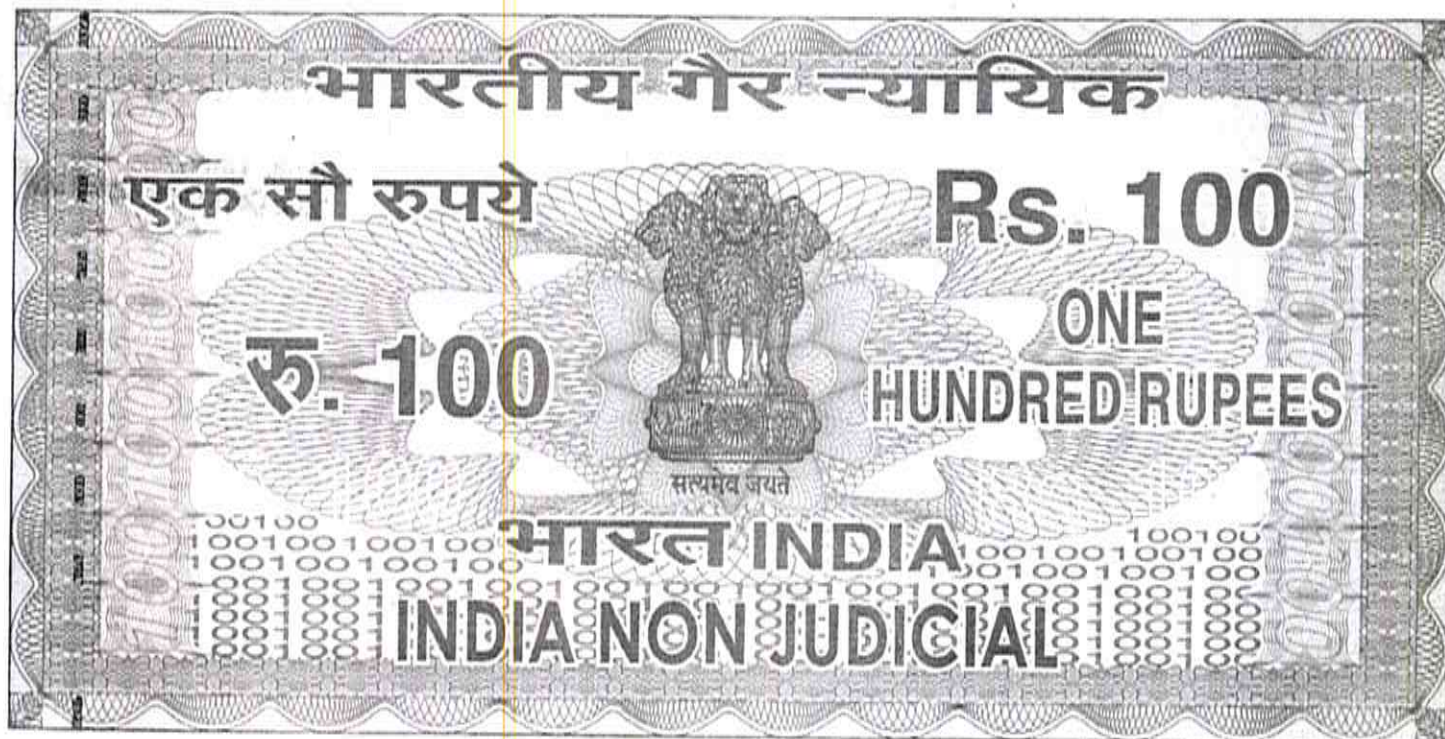
	<p>Innovation Centre for Education B.Tech (CSE) programs in collaboration with University of Petroleum & Energy Studies</p>
	<p>Innovation Centre for Education B.Tech (CSE) programs in collaboration with University of Petroleum & Energy Studies</p>

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



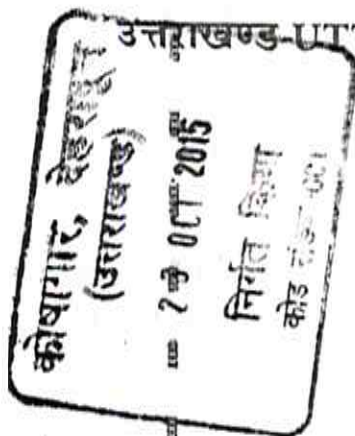
Registrar





उत्तराखण्ड-UTTARAKHAND

N 021629



AGREEMENT

THIS AGREEMENT made on this 30th day of October, 2015 between:

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 Campuses at Village Bidholi and Kandoli, Dehradun, Uttarakhand and Corporate office at 2nd Floor, 210, Okhla Industrial Estate, Phase III, New Delhi - 110020, (hereinafter called as "FIRST PARTY") through its Registrar, **Mr. Abhay Sharma**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns.

AND

M/s Bharat Oil and Waste Management Ltd., a Company registered under the Companies Act 1956, having its registered office at B-5(GF), East of Kailash, New Delhi - 110065 and with engineered common facility at Gate No. 672, Vill. Kumbi, NH-2, Ramabai Nagar,

University of Petroleum & Energy Studies

Registrar

For Bharat Oil & Waste Management Ltd.

Director

Kanpur, (UP), duly authorized by the Uttarakhand Environment Protection and Pollution Control Board and having another Facility at Mauza Mukimpur, Roorkee-Lakshar Road, Roorkee-247664, (Uttarakhand) duly authorized by the UEPPCB to treat, store and dispose of Hazardous Waste inclusive of sister concern Bharat Oil Company (India), a registered partnership concern registered under the Partnership Act, hereinafter called as BOC, with its registered office at 169 Kailash Hills, New Delhi 110065, duly registered with Central Pollution Control Board, having its CHWTSDF at E-18, Site IV, Sahibabad Industrial Area, Ghaziabad, UP, duly authorized by the UP Pollution Control Board under the Environment Protection Act, 1986, (for short the 'Act') and the Hazardous Waste (Management, Handling & Transboundary Movement) Rules, 2008 and / or the E-Waste (Handling & Management) Rules, 2011 (for short 'The Rules') as amended from time to time, represented by its Director Mr Naresh Manglani (hereinafter called as "SECOND PARTY" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns.

WHEREAS FIRST PARTY is a world class University committed to maintain high standards in providing quality education and for this Purpose FIRST PARTY has large number of laboratories at its premises for domain specific practical learning as well as research and development activities. In these labs students carry out practical learning sessions, while other labs are utilized for Research and Development activities, directed towards acquiring excellence in high growth core sectors. During the said Research and Development activities different types of wastes including Hazardous Wastes are generated as mentioned in Annexure - A to this Agreement.

AND WHEREAS the FIRST PARTY desires that the Hazardous Waste being generated at FIRST PARTY'S site mentioned above, to be lifted, transported, treated, stored and disposed of, by utilizing the services of SECOND PARTY, as per the Pollution Control Board Authorization (List of Hazardous Wastes and their Tentative Quantity) details Annexure 'A'.

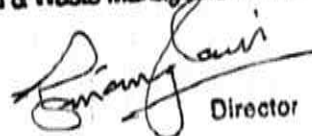
AND WHEREAS the SECOND PARTY has represented and assured to FIRST PARTY that its Facility in Kanpur/Roorkee/Sahibabad is duly authorized by the concerned State Pollution

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Registrar

For Bharat Oil & Waste Management Ltd.



Director

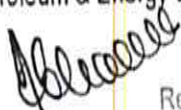
Control Board and further capable of handling the Hazardous Waste generated at the FIRST PARTY premises.

AND WHEREAS FIRST PARTY has agreed to avail the services of SECOND PARTY for treating the Hazardous Wastes at its above named facility/facilities.

Now, therefore, those present witnessed and it is hereby declared and agreed by and between the Parties as follows:-

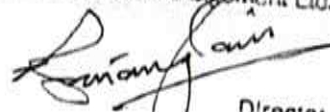
- 1) The scope of services to be provided by SECOND PARTY is limited to Lift, Transport through authorized vehicles, Treat, Store and Dispose of Hazardous Waste of FIRST PARTY as per the guidelines prescribed by Pollution Control Board and if desired, FIRST PARTY can also send Hazardous Waste HW to SECOND PARTY's plant directly at its own cost.
- 2) SECOND PARTY, on receipt of written information from FIRST PARTY, will plan and schedule logistics for lifting of the Hazardous Wastes from the premises of FIRST PARTY within three business days of receipt of such information. FIRST PARTY shall ensure that Hazardous Wastes must be packed in proper & leak proof Bags or polythene Bags or containers for safe transportation.
- 3) SECOND PARTY shall at all times comply with all the provisions of Hazardous Waste (Management, Handling & Transboundary Movement) Rules 2008, as amended from time to time, framed by MoEF/CPCB.
- 4) That the SECOND PARTY shall protect all assets of the FIRST PARTY that come within its control. The SECOND PARTY and its personnel shall not, either during the period of this AGREEMENT or at any time thereafter, use or disclose to anyone other than in bonafide discharge of their responsibilities under this agreement, any information relating to the business affairs of the

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Registrar

For Bharat Oil & Waste Management Ltd.



Director

FIRST PARTY or its affiliates which the SECOND PARTY is exposed to or is received by the SECOND PARTY during the course of or pursuant to any of its activities conducted for the FIRST PARTY.

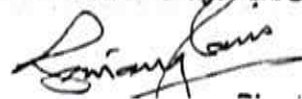
- 5) That the SECOND PARTY shall ensure that accurate records of all business dealing with the FIRST PARTY in terms of this agreement are maintained and any document summoned by the FIRST PARTY is made available without delay.
- 6) That the SECOND PARTY shall comply with FIRST PARTY "zero tolerance" practice 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 FIRST PARTY immediately.
- 7) That the SECOND PARTY shall ensure that Gift, Meal, Entertainment or any other form of business courtesy is not extended to any FIRST PARTY employee or any other person acting or purporting to act on behalf of FIRST PARTY.
- 8) That the SECOND PARTY shall immediately disclose to FIRST PARTY in case it has any relationship howsoever remote it may be, with any official or employee of FIRST PARTY and also of any situation which may give rise to a possible conflict of interest during the course of this agreement.
- 9) That the SECOND PARTY shall ensure not to transact any other financial business, other than the contracted one, within the campus without prior sanction of the FIRST PARTY.
- 10) FIRST PARTY shall keep ready the Hazardous Waste as per the mandate given to SECOND PARTY for collection, as it is a common facility catering to

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For Bharat Oil & Waste Management Ltd.



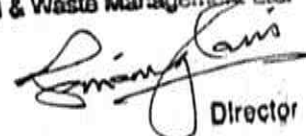
diverse wastes. SECOND PARTY shall follow guidelines stipulated by Ministry of Environment & Forest, Central Pollution Control Board and State Pollution Board with latest amendments and disposal technologies thereof.

- 11) FIRST PARTY shall ensure that the above Hazardous Waste be packed in proper containers/bags so as to prevent any damage/spillage of the material, during transit to SECOND PARTY's factory. Containers/Bags arranged by FIRST PARTY shall be of Metallic/PVC/Leak proof Bags and kept at the storage place under cover. Container/Bags' weight shall be inclusive in the weight of the material.
- 12) FIRST PARTY will provide labor and special Material Handling Equipments free of cost to lift and load the containers at the FIRST PARTY premises, in the vehicles for transportation.
- 13) The Comprehensive Analysis Report shall determine the Disposal Pathway based on the Waste Characteristics and as per Waste Acceptance Criteria given to the FIRST PARTY and any other condition/solution that would help in safe disposal of Hazardous Waste. Disposal Pathway is mutually agreed between FIRST PARTY and SECOND PARTY to finalize the disposal base or basic USER CHARGES. The basic User Charges are defined in Annexure-A to this Agreement.
- 14) FIRST PARTY has mandatory obligations to provide the entire process detail which leads to generation of Hazardous Waste and its tentative quantity per month or per year, to SECOND PARTY for the purpose of determining the waste characteristics and to decide parameters for comprehensive analysis and process for disposal. However, it is specifically agreed between the Parties that the process details provided by FIRST PARTY shall be kept confidential and SECOND PARTY shall not disclose it to any third party without the FIRST PARTY's prior written consent. This clause shall survive termination for a

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For Bharat Oil & Waste Management Ltd.


Director

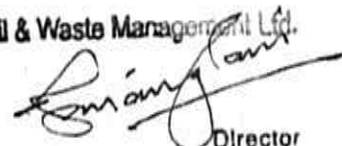
period of 1 year after the determination of this Agreement for any reason whatsoever.

- 15) FIRST PARTY will maintain and provide details of the HW as per the provisions in various Forms prescribed in the Rules. These Forms can be provided by SECOND PARTY at cost or printed by FIRST PARTY as per the formats provided by the SECOND PARTY.
- 16) If FIRST PARTY provides any false information/declaration or withholds information in relation to the provisions of Hazardous Waste rules and / or E-Waste rules, any time during the term of this Agreement, all charges of Hazardous Waste during Transportation, Handling, Treatment and Disposal including post-disposal period shall remain vested at the responsibility of FIRST PARTY.
- 17) The charges for Collection, Treatment, Storage, Disposal Facility (hereinafter called as User Charges) will be applicable to FIRST PARTY/SECOND PARTY as per Annexure-A..
- 18) FIRST PARTY shall make payment for Waste Management Services to SECOND PARTY and vice-versa as per the User Charges and other terms and conditions as per payment terms outlined in Annexure-'A'.
- 19) FIRST PARTY is responsible to segregate/store/accumulate/fill/load the Hazardous Waste in the container provided by FIRST PARTY in a neat and proper manner and so also, the container area should be accessible to SECOND PARTY vehicle, to come and lift the Waste. The Transporter/SECOND PARTY reserves the right to reject lifting of Hazardous Waste spilled over the ground and container whose exteriors are soiled by Hazardous Waste spillage due to leakage.

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Registrar

For Bharat Oil & Waste Management Ltd.


Director

20) In case, for any reason, if SECOND PARTY vehicle is sent back without giving the Hazardous Waste even after being requisitioned by FIRST PARTY, FIRST PARTY will have to pay actual transport charges to SECOND PARTY for a minimum load of 3 (Three) MT.


21) FIRST PARTY shall at all times comply with all provisions of the relevant Act and Rules in force from time to time and the Guidelines issued from time to time regarding handling of Waste involving the collection, storage, transportation and delivery thereof, and shall, without prejudice to the generality of the foregoing, also comply with all Environmental Protection Laws, Safety Laws and Regulations in force and the Rules, Regulations and Notifications made or issued thereunder from time to time. In the event of FIRST PARTY committing any breach of the terms of this clause of Agreement, FIRST PARTY shall indemnify and keep indemnified SECOND PARTY from and against all claims, payments, costs and actions of whatsoever nature brought against or sustained or incurred by SECOND PARTY arising from or as a result of such breach committed by FIRST PARTY in that behalf, subject to their being proved.

IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES AS UNDER :

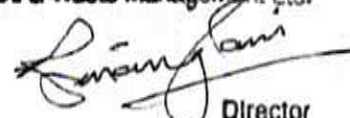
22) This Agreement is valid from the date of signing of this agreement for a period of 5 (Five) years from date of signing thereof ie from Oct 2015 to 30 Sep 2020 and may be renewed thereafter on similar or revised terms and conditions as mutually agreed between the Parties.

23) FIRST PARTY shall exclusively utilize the services of SECOND PARTY during the period of this contract to dispose all generated hazardous waste at agreed prices, while this agreement is in force. SECOND PARTY must legally and safely, treat and dispose hazardous waste of FIRST PARTY during the agreed

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Registrar

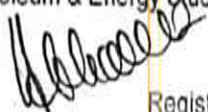
for Bharat Oil & Waste Management Ltd.


Director

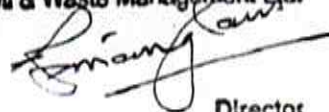
period as per rates agreed while this Agreement is in force and payments made as per agreement terms.

- 24) If all the terms and conditions as per the clauses of this Agreement are adhered to by FIRST PARTY, it will be SECOND PARTY's responsibility to Treat and Dispose of the Hazardous -Wastes generated by FIRST PARTY in accordance with prevailing govt. rules and FIRST PARTY shall not have any liability whatsoever in this regard.
- 25) The main mode of final disposal of HW shall be Incineration/Land-filling and ash would be cemented and Land-filled. The modes of disposal are dependent on the Hazardous Wastes characteristics and SECOND PARTY shall strictly comply with the provisions of law / Rules in this regard and FIRST PARTY shall not have any liability whatsoever in this regard once the material is lifted from its premises.
- 26) The User Charges are subject to Annual Revision on the basis of Govt. of India Wholesale Price Index [WPI], (Commodities Index-All India) and once in a quarter in the event of escalation of fuel costs and on major price escalations, escalation of fuel cost viz., Power Tariff, Change in Disposal Technologies / Method, Wage Hike etc., to name a few. For the purpose of escalation in fuel cost, 30% of freight rate will be considered as fuel element of the cost.
- 27) SECOND PARTY reserves the right to cancel this Agreement if FIRST PARTY fails/refuses to pay the bills/dues as per the payment terms applicable to the FIRST PARTY as mentioned in the Annexure- A period of maximum 15 (Fifteen) days will be allowed for payment from the date of issuing the Invoice. If FIRST PARTY fails to pay in settlement of the Invoice, it shall be liable to pay interest @ 18% per annum and it may also result in cancellation of FIRST PARTY's Membership, forfeiture of deposit, and termination of this Agreement. Repeated defaults and violation of payment terms will result in forfeiture of Membership and Membership Deposit.

University of Petroleum & Energy Studies

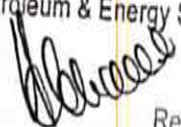

Registrar

For Bharat Oil & Waste Management Ltd.


Director

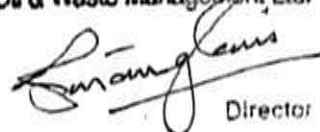
- 28) Hazardous Wastes that require other alternate destruction technologies shall be handled at SECOND PARTY's facility. However, the prices for such treatment techniques shall be determined on a case-to-case basis on their characteristics.
- 29) Notwithstanding anything contained herein, neither PARTY hereto shall be liable for damages or to have this Agreement terminated for any delay or default in the performance of such PARTY hereunder if such delay or default in performance derives from conditions beyond the reasonable control of such PARTY, including but not limited to, acts of God, fires, floods, extreme drought, riots, work stoppages, embargoes, governmental actions or damage to the plant or facility or any cause unavoidable or beyond the control of either PARTY including any arbitrary ruling by the Government prohibiting the handling of the Waste or continuing domestic or international problems such as wars or natural calamities.
- 30) This Agreement shall be deemed to represent the entire Agreement between the parties hereto regarding the subject matter hereof and shall supersede, cancel and replace any and all prior agreements or arrangements, if any, in this behalf, signed / entered into by and between the Parties hereto.
- 31) This Agreement is on principal to principal basis and nothing contained herein shall be deemed to constitute a partnership, joint venture or agency by and between the parties hereto.
- 32) This Agreement may be modified or amended only by writing, duly executed by or on behalf of the parties hereto as mutually agreed by them.
- 33) Any terms and conditions of this Agreement may be waived at any time by the PARTY that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such PARTY. A waiver on

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Registrar

For Bharat Oil & Waste Management Ltd.



Director

one occasion will not be deemed to be a blanket waiver of the same or any other breach or non-fulfilment on a future occasion.

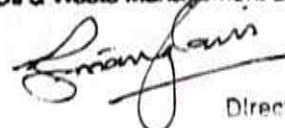
- 34) If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, such provisions shall be deemed terminable and the remaining part and provisions of this Agreement shall remain in full force and effect.
- 35) Either PARTY shall have the right to terminate the agreement by giving 60 days' written notice to the other PARTY with a reasonable cause.
- 36) It is clearly and expressly understood by and between the parties that the activity of lifting, transportation, treatment, storage and disposal of Hazardous Wastes is an independent contract and it does not come within the purview of the FIRST PARTY's activities. It is also clearly understood and confirmed by and between the parties that this contract is for performance of work and not for supply of Labour.
- 37) Nothing contained in these terms and conditions shall be construed as creating any relationship either direct or indirect of employer and employee between the FIRST PARTY and the persons engaged by SECOND PARTY. The FIRST PARTY shall have no liability towards such persons and such persons will not have any claim whatsoever against the FIRST PARTY for salary, wages, provident fund, gratuity, retrenchment compensation or any other compensation for accident or death or any other claim whatsoever.
- 38) Any dispute arising on any clause or clauses of this Agreement and the contents of the Annexure hereto between FIRST PARTY and SECOND PARTY shall be referred to an Arbitrator of repute mutually appointed by the PARTIES. The Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 with amendments

University of Petroleum & Energy Studies



Registrar

For Bharat Oil & Waste Management Ltd.



Director

thereof. The arbitration proceedings shall be conducted in English and shall take place at New Delhi, India. The arbitral award, including interim awards, if any, shall be final and binding upon both parties.

39) Subject to the provisions of the foregoing clause, FIRST PARTY and SECOND PARTY mutually agree that the courts of Delhi alone, shall exclusively have jurisdiction in the matter arising out of this contract.

40) Additional MoEF Post-Closure Monitoring/Escrow Fund Charge - A charge @ 5% on the total of above charges shall be applicable and levied on actual (landfillable Hazardous Wastes) quantities disposed. This charge is deposited in an Escrow Account to pay for any emergency remediation and post closure period of TSDF. This is required by MoEF, Government of India and is applicable to all landfill waste and may be enhanced / reduced as per directions of the Ministry.

Signed on this _____ day of October 2015 at New Delhi.

For University of Petroleum and Energy Studies.

By its authorized signatory

University of Petroleum & Energy Studies

Abhay Sharma

Registrar

(FIRST PARTY)

Witnesses:

1. LL
(Name & Address) ADTU
UPES, Idn.

2. _____
(Name & Address)

Contact Number & Mail id for future prospects:

For Bharat Oil & Waste Management Ltd./

Bharat Oil Company (I) Regd.

For Bharat Oil & Waste Management Ltd.

By its authorized signatory

Naresh Manglani
Director

Naresh Manglani

Director

(SECOND PARTY)

1. M. K. Laksh
(Name & Address) 11, East of Kailash
New Delhi - 110065

2. _____
(Name & Address)

FIRST PARTY CONTACTS

Nihal@ddn.upes.ac.in.....
0135 2776089 ext 1203.....

SECOND PARTY CONTACTS

sales@bharatoil.com
011-41000710

ANNEXURE – 'A'**Waste Management & Handling Service Charge**

This annexure is in conjunction with agreement signed between FIRST PARTY and SECOND PARTY on day of October 2015.

01. MEMBERSHIP DEPOSIT BY FIRST PARTY :

FIRST PARTY will pay SECOND PARTY an amount of Rs. 25000/- (Rs. Twenty Five Thousand) for life-time membership of the SECOND PARTY facility.

- (a) The deposit is refundable after the expiry of the period of 5 years (five years), by the SECOND PARTY, only after adjusting all dues from the First PARTY. No Financial Charges or interest is applicable on the Membership Deposit collected by SECOND PARTY. In case of refund of the deposit, service tax as per the statutory rates shall be applicable on the same.

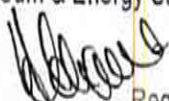
02. USER CHARGES:

FIRST PARTY will have to pay to SECOND PARTY the following charges for the Waste Management Services provided by SECOND PARTY.


Non Recyclable Hazardous Waste (Disposal through Secured Landfill or Incineration) :**Storage and Disposal Charges**

Sr. No.	Type of Hazardous Waste	Approx. Generation Frequency/annum	SECOND PARTY Rates in Rs. per Unit
1.	Lab Influent	50_Kgs	Rs. 20/- (Rupees Twenty) only per Kg/Ltr

University of Petroleum & Energy Studies


Registrar

For Bharat Oil & Waste Management Ltd.


Director

2.	Oil Soaked Cloth, <u>Cotton Waste, Used Hand Gloves</u> , Discarded wastes like wires, plastics and others	30 Kg	Rs. 20/-(Rupees Twenty) only per Kg/Ltr
3.	CFL/Tube lights, Discarded wastes like wires, plastics and others,	50 Kg	Rs. 20/-(Rupees Twenty) only per Kg/Ltr
4.	Used/ spent oil	200 Litre	Free of Cost

a) Transportation cost shall be paid by the FIRST PARTY TO SECOND PARTY.

b) For Dehradun to BOWML, Mauza Mukimpur, Roorkee TSDF: Round-trip, per trip charges for up to 2 (two) MT waste is Rs.2500/- (Rupees two thousand five hundred) only. Thereafter, for additional MT the transport charges will be Rs.1000/- (Rupees one thousand) only per MT.

c) The rates herein shall remain firm during the period of contract. However transport charges are subject to revision if fuel is increased by the Government beyond 10% with respect to fuel prices on the date of signing this Annexure.

For Common HW TSDF facility lifting & disposal a minimum billing of Rs.6000/-(Rupees Six thousand) only OR as per actual stipulated rates will be applicable per quarter even if there is no waste lifted to be disposed in a quarter and payable by FIRST PARTY to the SECOND PARTY until the termination of this Annexure, towards waste lifting & disposal charges as mutually agreed between the PARTIES as above. As per Rule 7 of the Hazardous Waste(Management, Handling and Transboundary Movement) Rules, 2008, as amended, FIRST PARTY (Hazardous Waste Generator) needs to send/dispose of the Hazardous Waste within 90 days from their location.

03. ADDITIONAL MoEF POST CLOSURE MONITORING / ESCROW FUND CHARGE

A charge of @ 5% on the total of above charges shall be applicable and levied on the actual waste quantities disposed for landfill (SLF) waste. This charge is deposited in an escrow account to pay for any emergency remediation and post closure period of TSDF. This is required by MoEF, Government of India and is applicable to all landfill waste (SLF).

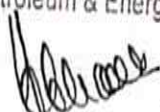
04. TERMS & CONDITIONS:

a) FIRST PARTY shall provide the labour and Forklift for loading the Hazardous Wastes, free of charge, on its own.

b) Service Tax @ 14% (or as applicable by GOI) shall be paid by FIRST PARTY.

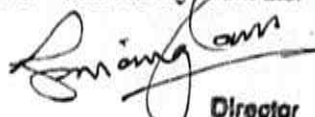
c) TAXES / LEVIES:- All Government / Municipal Taxes / Duties/ Levies/ Octroi / Tolls etc., as applicable from time to time, will be payable by FIRST PARTY.

University of Petroleum & Energy Studies



Director

For Bharat Oil & Waste Management Ltd.



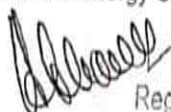
Director

- d) A firm Purchase Order will be sent by FIRST PARTY in favor of SECOND PARTY.
- e) Waste shall not be mixed. Waste must be as per sample / comprehensive Test Reports provided to SECOND PARTY. If waste testing deviates $\pm 10\%$ of sample provided, then SECOND PARTY will notify FIRST PARTY and disposal charges will be extra. SECOND PARTY may return the waste to FIRST PARTY & FIRST PARTY agrees to pay round trip transport, loading and unloading charges.
- f) There shall be no other goods than mentioned in this Annexure or as per Test Report(s) provided by FIRST PARTY. If FIRST PARTY sends goods which are not as agreed upon or are unlawful, controlled substances or cannot be disposed of by SECOND PARTY, then the same shall be returned to FIRST PARTY. SECOND PARTY will not invoice the disposal charges but full transport, handling fee will be invoiced and payable by FIRST PARTY in such cases.
- g) Leak-proof packing & proper correct labeling as per HW Rules will be ensured by FIRST PARTY for safe transportation. Waste material must be properly packed, sealed and labeled by the FIRST PARTY as per Rules.
- h) The rates are inclusive of the weight of the container/packing.
- i) Manifest shall be issued by SECOND PARTY as per Rules. All waste will be disposed of by SECOND PARTY as per the relevant Rules.
- j) Waste must be properly labeled as per Rules by Generator. Incorrect or false labeling such as Incinerable waste labeled as landfill waste shall be reported & returned to FIRST PARTY with full transport cost payable by FIRST PARTY immediately to SECOND PARTY.
- k) This offer is for combined disposal of secured landfill waste as well as incinerable waste with minimum quantities as mentioned in this offer. It is not valid for quantities lower than mentioned.
- l) A maximum of 4 hours will be allowed for lifting, loading & paperwork upon arrival of truck/container at site of the FIRST PARTY. FIRST PARTY agrees to pay Detention Charge of Rs.5000/- (Rupees five thousand) only, per day if the vehicle is held overnight.

For FIRST PARTY
University of Petroleum and Energy Studies.

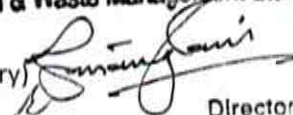
(Authorised Signatory)

University of Petroleum & Energy Studies


Registrar

For SECOND PARTY
Bharat Oil & Waste Management Ltd.
For Bharat Oil & Waste Management Ltd.

(Authorised Signatory)


Director



General Memorandum of Understanding for Academic Cooperation and Exchange

between

University of Petroleum and Energy Studies, Dehradun, India

and

University of Guelph, Guelph, Ontario, Canada

This Memorandum of Understanding (MoU) between University of Petroleum and Energy Studies (UPES) and the University of Guelph (UofG) is intended to facilitate cooperative activities in research, training, curriculum and institutional development, dissemination of information and exchange of faculty, students and staff. The MoU will cover a five (5) year period commencing on the date of last signature, and may be extended for additional five-year periods by mutual written agreement. The MoU may be terminated by either university upon six-month written notification to the other institution.

UPES and UofG 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.

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. The institutions will enter into institutional agreements regarding specific programmes once the necessary funding has been secured. With regard to cooperative research under authority of this MoU, the institutions will on a project by project basis enter into a specific agreement to clarify and define the nature, extent and terms governing the project, including intellectual property terms that will take into account the institutions' respective intellectual property policies and collective agreements.

Office space and 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.

The purpose of this MoU is to express the intentions of the institutions only and is not intended to be legally binding on either institution. The specific details of each activity shall be recorded and agreed to in writing prior to implementation and shall be governed by a separate agreement. Prior to finalizing individual visits, representatives at both institutions shall secure approval from their respective department heads, deans, and designated university administrative officers.

Students may be admitted to academic study with term(s) of attendance, academic eligibility and course of study determined individually for each student by the two institutions. Exchange arrangements such as the payment of tuition and other fees, the coordination of academic terms and semesters, language requirements, health insurance, accommodation, academic credit and related

matters will be set down in a separate student exchange agreement.

Specific terms of agreement providing for transfer of information, faculty, staff and students for education, research or related activities will be proposed by the two institutions through their respective faculties and units, in consultation with recommendation and designated concurrence by the appropriate offices.

For conditions not covered by this MoU or for problems that arise, both institutions agree to refrain from unilateral action and to consult and negotiate mutually agreeable decisions.

It is recognized that the implementation of this MoU will in every case be dependent upon the availability of necessary resources, either from within the institutions or from external sources.

Both institutions undertake to respect and promote human rights in accordance with their international obligations. The institutions will promote equality of individuals involved or affected by the programmes, and will not discriminate on the basis of race, sex, ethnicity, religion, or other characteristics.

Contacts:

UPES

UPES Registrar

UofG
Malcolm Campbell, PhD
Vice-President (Research)
University of Guelph
50 Stone Road East
Guelph, ON N1G 2W1
Tel: 519-824-4120 ext. 56926
Email: ypres@uoguelph.ca

Signatures:

University of Petroleum and Energy Studies
(UPES)

For University of Petroleum & Energy Studies



Name _____ Registrar
UPES Registrar

Date:

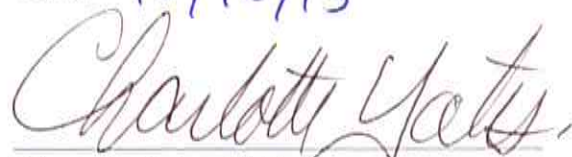
University of Guelph
(UofG)



Malcolm Campbell, PhD
Vice President (Research)

Date:

15/10/15



Charlotte Yates, PhD
Provost & Vice-President (Academic)

Date:

10/21/15

DOCUMENT REVIEW AND APPROVAL FORMType of Document / Contract: General Memorandum of Understanding

Ref: _____

Entity/ies: University of Guelph & University of Petroleum & Energy Studies

Supplier/Vendor/Other/s: _____

☒ New Contract ☐ Amendment/ Exhibit ☐ Corporate document ☐ Letter communication ☐ OtherEffective Date: Oct '15 Expiration Date: _____ ☐ Automatic renewalsShort Description / Purpose: Facilitate cooperative activities in research, training, curriculum and institutional development, exchange of faculty, staff and students.**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 ☐ NoContract(s) Fully Negotiated? ☒ Yes ☐ No ☐ N/ABid Submitted? ☐ Yes ☐ No ☒ N/A

	Required?	Name	Title	Date	Signature & Comments
Accounting	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sandeep Vasisht	FC	19/11/15	<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	FO		 <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

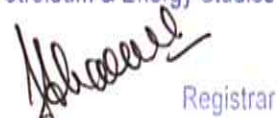
Any dispute arising out of this MOU will be resolved amicably by mutual consultation. If such resolution is not possible, then, the unresolved dispute will be referred to the coordination committee appointed jointly by Director, USAC and Vice- Chancellor UPES.

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:-

- o Protect all assets of UPES that come within its control.
- o 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.




Registrar

- 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:

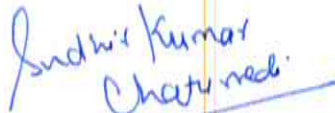
University of Petroleum & Energy Studies


(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

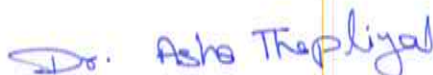

Sudhir Kumar
Chaturvedi
23/10/15


Dr. Om Prakash


Dr. Om Prakash
23/10/15


2.

Date:


Dr. Asha Thapliyal


25/10/15

Purnima Kumar


23/10/15

MEMORANDUM OF UNDERSTANDING

BETWEEN

M GROW SOLUTIONS

AND

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

Background:

This MoU is a part of initiative by M GROW SOLUTIONS and the University of Petroleum and Energy Studies for bridging gap between industries and Universities and for enhancing industry – academia collaboration for mutual benefit.

1. Description of both institutions:

M GROW SOLUTIONS is a Partnership Firm having its registered office at 99, 3rd Floor, Narang Colony, Janakpuri New Delhi-110058 and Head Office at 263, Sukhdev Vihar New Delhi-110025 and is acting through its Partner and authorised signatory **Mr Surinder Singla**. M GROW SOLUTIONS was established in 2012 and designs and manufactures various Plants for Water Management Solutions.

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

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

About R&D Activities at UPES:**Vision-**

- To be at the vanguard of becoming an International Centre of Excellence in the areas of Alternate & Renewable Energy, Oil & Natural Gas and Infrastructure & Project Finance

Mission-

- Engagement in scientific research, humanistic scholarship, and innovative creation to advance the community of learning.

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

Abhay Sharma
Registrar



- Create a progressive research environment to attract highest quality researchers, and prepare the next generation of skilled and ethical professionals, by providing excellent education and training to compete in the diverse global market.
- Develop a strategic intellectual property portfolio to answer important questions and contribute to the social, political, environmental and economic growth of Uttarakhand, India and the World at large.
- Explore, manage and offer partnership for strategic collaboration across the world from business and industry, public sector, consumers to policy-makers.
- Offer a wide variety of off-campus training programs, including the use of information technology for individual and group development by propagating research triggered applications.

R&D @ UPES is actively convoluted with variety of research domains ranging from basic science to applied and industry oriented research. R&D has recorded exceptional growth in terms of publications and funding from several national and international bodies. R&D@ UPES has received the financial support from DST, MNRE, UCOST, DBT, IOCI, ONGC, ABB, etc. And has an up-to-date database of network for faculty members to map relevant people in various institutions across the country and globe for collaborative research projects. R&D have implemented the 'Sophisticated Instruments Lab' for all the researchers to make use of the all the facilities available in the university in a pro-rata basis.

The Parties hereto shall be referred to as **M GROW SOLUTIONS** and **UPES** respectively and jointly as **Parties**.

2. Areas of collaboration:

The Parties will promote and cooperate in:

- Bridging gap between Corporate and University.
- Provide opportunity for training of UPES staff in industrial automation.
- Provide opportunity for training / internship to students of UPES.
- Exploring areas for co-operation on continuous basis.
- M Grow will provide on-site training to students and faculty on high-end technologies which are commonly used in industry.
- All other relevant activities of mutual interest to M Grow and UPES subject to understanding on a pro rata basis.

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

[Signature]

Registrar



3. Coordinators:

M GROW SOLUTIONS and **UPES** shall appoint "Coordinators" in their respective offices in New Delhi and Dehradun, who shall be responsible for coordinating all communication and directing the implementation of the MoU.

4. Duration:

The duration of the MoU shall be initially for a period of 3 (three) years, effective from date of signing hereof and may be renewed thereafter for such time and on such terms and conditions as may be mutually decided by the Parties. The MoU is subject to revision by written agreement between the Parties.

5. Financials

The financials arising out of any collaborative activity between the Parties shall be shared on such terms as may be mutually decided between the Parties.

6. Termination of MoU:

Either party may terminate this MoU by written notice of one month to be signed by signatories hereto. Provided that such termination shall not affect any ongoing collaborative activity which shall be taken to its logical conclusion.

7. Mutual Non-Disclosure :

UPES recognizes that certain confidential information concerning the **M GROW SOLUTIONS** will be furnished to **UPES** in connection with the MoU. **UPES** agrees that it will not disclose such Confidential Information to anyone without taking prior permission in written from **M Grow Solutions** except where such disclosure is required by process of law.

M GROW SOLUTIONS 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 agreement is protected, kept

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

[Signature]

Registrar



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.

General Clauses


- That the **M GROW SOLUTIONS** shall comply with “**zero tolerance**” practice of the UPES towards bribery and corruption and ensure that any overt or covert attempt by any UPES employee of seeking illegal gratification, whether in cash or in kind, is reported to the UPES immediately.
- That the **M GROW SOLUTIONS** 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.
- **M GROW SOLUTIONS** 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.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Agreement in two original copies in English at the place and on the date(s) indicated below:

Signed for, and on behalf of,
M GROW SOLUTIONS


Surinder Singh
Partner.

Signed for, and on behalf of,
**University of Petroleum &
Energy Studies**


Abhay Sharma
Registrar.



UNIVERSITY OF THE
WITWATERSRAND,
JOHANNESBURG

COLLABORATION FRAMEWORK AGREEMENT

between

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

and

THE UNIVERSITY OF THE WITWATERSRAND, JOHANNESBURG
acting through the
FACULTY OF ENGINEERING AND THE BUILT ENVIRONMENT,
SCHOOL OF MECHANICAL, INDUSTRIAL AND AERONAUTICAL ENGINEERING

A handwritten signature in black ink, appearing to be 'efd'.

efd
UPES /Wits Framework Collaboration Agreement FINAL
24/07/2015

A handwritten signature in black ink, appearing to be 'TK'.

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ANNEX I : Project Agreement model form

ANNEX II : Project Agreements (to be added whenever concluded)


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COLLABORATION FRAMEWORK AGREEMENT

BETWEEN

THE UNIVERSITY OF PETROLEUM AND ENERGY STUDIES (Hereinafter referred to as "UPES"), duly represented by Mr. Abhay Sharma acting in his capacity as Registrar;

AND

THE UNIVERSITY OF THE WITWATERSRAND, JOHANNESBURG, acting through the Faculty of Engineering and the Built Environment, the School of Mechanical, Industrial and Aeronautical Engineering (hereinafter referred to as "University" or "Wits"), duly represented by Professor Tawana Kupe, acting in his capacity as Deputy Vice-Chancellor.

1. INTRODUCTION

- 1.1. UPES is an innovative institution offering industry-focused specialized graduate, post graduate and doctoral programs in key areas such as energy, infrastructure, transportation, information technology and legal process.
- 1.2. Wits University is an internationally recognised university that contributes to the global knowledge economy and local transformation through generating high level, scarce skills and innovative research. The University is a research and teaching institute and possesses particular skills and expertise in the field of fracture behaviour of nano-strengthened hybrid composites ("the Field"). The University is composed of five faculties, one of them being the Faculty of Engineering and the Built Environment.
- 1.3. In the course of their respective missions and activities, the Parties are interested in jointly collaborating in research projects and activities of common interest.
- 1.4. The Parties aim to promote their future collaboration by means of the execution of this Collaboration Framework Agreement in accordance with the terms and conditions set out below.


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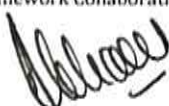
2. PURPOSE

- 2.1. The purpose of this Agreement is to establish the terms and conditions under which the Parties shall jointly collaborate in developing and coordinating the projects or activities in which both are interested to boost their scientific research and academic excellence.
- 2.2. The collaboration shall consist of joint agreements in specific research projects or research lines, targeted internships and training activities, doctoral or postdoctoral programs, visits and sabbatical stays of researchers, or any other activity agreed between the Parties in the context of this Agreement and duly regulated in writing as it arises.

3. DEFINITIONS

Unless the context clearly indicates otherwise, the following terms will bear the following meanings:

- | | | |
|------|--|---|
| 3.1. | "Agreement" or
"Collaboration
Framework Agreement" | this collaboration framework agreement together
with all annexes and appendices hereto; |
| 3.2. | "Background Intellectual
Property" | all Intellectual Property rights in existence before
the Signature Date, as well as Intellectual Property
developed by a Party to this Agreement after the
Signature Date, and which does not fall within the
definition of Foreground Intellectual Property; |
| 3.3. | "Business Day" | any day which is not a Saturday, Sunday or official
public holiday in both South Africa and India; |
| 3.4. | "Exploitation" | putting Foreground Intellectual Property to
commercial use/implementation; |
| 3.5. | "Foreground Intellectual
Property" | Intellectual Property arising directly out of the
implementation of this Project or activity and which
falls within the course and scope of the Project or |



activity;

- 3.6. "Intellectual Property" or "IP" intellectual capital in the form of any and all technical or commercial information, including specifications and formulae; know-how, data, systems and processes; production methods; trade secrets; undisclosed inventions, financial and marketing information; as well as registered or unregistered intellectual property in the form of patents, trademarks, designs, and copyright in any works, including literary works or computer software programs;
- 3.7. "IPR-PFRD Act" collectively, the South African Intellectual Property Rights from Publicly Financed Research and Development Act, 2008 (Act 51 of 2008) and its Regulations;
- 3.8. "Main Agreement" this agreement, excluding the annexes and appendices;
- 3.9. "Material" material exchanged between the Parties for the execution of a Project and activity;
- 3.10. "Party" UPES or Wits, as determined by the context;
- 3.11. "Personnel" a Party's officials, employees, consultants, contractors, students and researchers;
- 3.12. "Project" a joint project or activity undertaken in terms of this Agreement, and detailed in a Project Agreement as per the call / announcement of development of joint proposal/s;
- 3.13. "Project Agreement" a contract signed by the Parties substantially in the format specified in Annex 1 of this Agreement, and annexed to this Agreement;



- 3.14. "Publication" any method, whether written, oral or visual, or in electronic / digital format by which information is disclosed to persons and entities other than the Parties to this Agreement and other than to third parties bound to the Parties under binding and enforceable confidentiality agreements;
- 3.15. "Results" results, whether patentable or not, such as experimental data, formulae, software, creations, discoveries, know-how, information and/or inventions obtained or developed directly by the Parties in the performance of a Project;
- 3.16. "Rules and Regulations" each Party's internal policies, directives, rules and regulations;
- 3.17. "Signature Date" the date on which this Agreement is signed by the last Party to do so;
- 3.18. "University" or "Wits" the University of the Witwatersrand, Johannesburg, a public higher education institution recognised as such in terms of the Higher Education Act 101 of 1997, duly represented by Professor Tawana Kupe, acting in his capacity as Deputy Vice-Chancellor; and
- 3.19. "UPES" the University of Petroleum and Energy Studies, (UPES) was established through UPES Act, 2003 of the State Legislature of Uttarakhand. (Maintained by the University Grant Commission, under section 2 (f) of UGC Act 1956).

4. INTERPRETATION

4.1. In this Agreement:

4.1.1. an expression which denotes -



- 4.1.1.1. any gender includes the other genders;
- 4.1.1.2. a natural person includes a juristic person and *vice versa*;
- 4.1.1.3. the singular includes the plural and *vice versa*; and
- 4.1.1.4. a Party includes a reference to that Party's successors in title and assigns allowed at law;
- 4.1.2. the clause headings appearing in this Agreement are for reference purposes only and will not affect the interpretation of the subject matter of this Agreement;
- 4.1.3. the annexes to this Agreement form an integral part of the Agreement and will be read as if incorporated herein, provided that if there is any conflict between the body of the Agreement and the annexes the meaning contained in the body of the Agreement will take precedence, unless the context expressly indicates otherwise;
- 4.1.4. any reference to any agreement, annex or schedule will be construed as including a reference to any agreement, annex or schedule amending or substituting that agreement, annex or schedule;
- 4.1.5. any word or expression related to a word or expression defined in this Agreement bears a corresponding meaning;
- 4.1.6. any reference to the provisions of law and any similar reference of general application will be construed to include both legislation and the common law, and any reference to legislation includes any statute, any regulations passed under any statute, as well as any public notice, ruling or similar legislative instrument passed or approved by a relevant authority with the requisite authority;
- 4.1.7. save where specifically provided otherwise, references to statutory provisions are to be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the Signature Date) from time to


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time and will include any provisions of which they are re-enactments (whether with or without modification);

- 4.1.8. the words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples will not be construed as limiting the meaning of the general wording preceding it;
- 4.1.9. wherever provision is made for the giving or issuing of any notice, application, submission, request, decision, consent, permission, acceptance, agreement, expression of satisfaction, endorsement, approval, certificate, instructions or determination by any person, unless otherwise specified, such notice, decision, consent, permission, acceptance, agreement, expression of satisfaction, endorsement, approval, certificate, instruction or determination must be in writing and the words "notify", "apply", "submit", "request", "decide", "consent", "permit", "accept", "agree", "endorse", "approve", "certify", "instruct" or "determine" and other related expressions are to be construed accordingly;
- 4.1.10. references to materials, information, data and other records are to materials, information, data and other records whether stored in electronic, written or other form;
- 4.1.11. when any number of days is prescribed, it will be calculated exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day will be the first Business Day thereafter;
- 4.1.12. where figures are referred to in numerals and in words, if there is any conflict between the two, the words will prevail.
- 4.1.13. expressions defined in this Agreement will bear the same meanings in schedules or annexes to this Agreement which do not themselves contain their own definitions.
- 4.2. If any definition contains a substantive provision conferring rights or imposing obligations on a Party, notwithstanding that it is only in the definition clause,



effect will be given to it as if it were a substantive provision in the body of the Agreement.

- 4.3. Each Party must ensure that any decision, determination, instruction, inspection, examination, testing, consent, approval, expression of satisfaction, acceptance, agreement, exercise of discretion (whether sole or otherwise) or similar act required by it from another Party in respect of this Agreement must be applied for or requested promptly;
- 4.4. Whenever this Agreement provides for approvals, consents or expressions of satisfaction by any one of the Parties, that Party may not unreasonably withhold or delay that approval, consent or expression of satisfaction.
- 4.5. The expiry or termination of the Agreement will not affect such of the provisions of the Agreement as expressly provide that they will operate after any such expiry or termination or which of necessity must continue to have effect after such expiry or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 4.6. The rule that an agreement will be interpreted against the party who drafted it will not apply to this Agreement.

5. DURATION

- 5.1. This Agreement will come into effect on the Signature Date and, subject to 11.1, will remain in force for three (3) years.
- 5.2. Nothing contained in this Agreement will prevent the Parties from terminating or modifying the duration of this Agreement at any time by agreement.
- 5.3. Subject to 11, any Projects in progress at the time of termination or expiry will continue to be subject to this Agreement and the respective Project Agreement/s until their completion and the Parties' rights and obligations in terms of the Project Agreement/s and this Agreement will remain unaffected.



6. PROJECT AGREEMENTS

- 6.1. Any specific project or activity to be carried out by the Parties under this Agreement will be negotiated and formalised in a separate Project Agreement.
- 6.2. Each Project Agreement will contain sufficient detail to enable the Parties to carry out the Project and will substantially conform to the model form provided as Annex I.
- 6.3. In the event of a conflict between the terms and conditions of the Main Agreement and those of a Project Agreement, the terms and conditions of the Main Agreement will prevail, unless the Project Agreement specifically provides for the amendment or deletion of a particular provision of the Main Agreement.

7. EXECUTION OF THE PROJECTS

- 7.1. The execution of the Projects will follow the schedules and descriptions enclosed in the respective Project Agreements.
- 7.2. The Parties will conduct their activities under the Project Agreement/s in compliance with applicable laws and their own standards and procedures.
- 7.3. Both Parties will contribute the Personnel, resources, equipment, premises and supplies needed for the Project, and will assume the management, coordination and/or control of those activities for which each Party is responsible, unless otherwise agreed.
- 7.4. The costs incurred by each Party in connection with the Projects will be for the account of such Party, unless otherwise agreed.
- 7.5. Any goods and resources made available by the Parties for the execution of the Projects will remain the property of the Party that provided them, unless otherwise agreed.
- 7.6. Neither of the Parties will subcontract the execution of its obligations hereunder to third parties without the prior authorisation of the other Party.



8. EXCHANGE OF PERSONNEL

- 8.1. The Parties may agree to exchange Personnel from one institution to another, which will consist of a visit for a limited period of time for the exclusive purpose of carrying out the joint Project agreed between the Parties. The terms and conditions under which the Personnel will collaborate with the other institution will be specified in a separate agreement substantially conforming to the model provided as Annex I.
- 8.2. If applicable, the visiting Personnel will continue to be employed by their institution of origin, unless otherwise agreed in the Project Agreement.
- 8.3. The visiting Personnel will be bound to comply with the internal regulations (including safety and work risk prevention regulations) of the institution they are visiting.

9. RESEARCH / ACTIVITY LIAISON COMMITTEE

- 9.1. The Parties will establish a Research / Activity Liaison Committee ("the Committee") to coordinate and monitor the execution of each Project. The Parties record that at the Signature Date the Research / Activity Liaison Committee comprises the following representatives of each Party:
- 9.1.1. UPES: Dr. S.J.Chopra, Chancellor
Dr. Jitendra K.Pandey, Assistant Vice President-Research
- 9.1.2. Wits: Deputy Vice Chancellor (Research and Postgraduate Affairs)
Dr. Jacob Muthu – Senior Lecturer
Director: Research Development
Head of School: Mechanical, Industrial and Aeronautical Engineering
- 9.2. Each Party has the right to remove and replace any of its members on the Committee at any time on notice to the other Party.
- 9.3. The Committee will have access to all information available on the Project/s, and will be entitled to agree on any modifications and amendments to the Project/s as deemed appropriate from time to time. Such modifications must be fully



documented and are subject to approval in accordance with each Party's Rules and Regulations.

- 9.4. The presence of at least one representative of each of the Parties will constitute a quorum for any Committee meeting. In the absence of a member, he/she may be represented by an alternate (proxy) who will be entitled to the same rights and privileges as the principal member.
- 9.5. The Committee will meet not less than once annually but more frequently if agreed by the Parties.
- 9.6. A chairperson will be appointed at the first Committee meeting and the meetings will thereafter be chaired alternately by UPES and Wits.
- 9.7. Decisions of the Committee will be taken by consensus. However, any such decisions will be subject to the approval thereof by the respective Parties' senior management, in line with the prevailing approval frameworks of the Parties. To this end it is specifically recorded that it will be and remain the responsibility of the individual members of the Committee to ensure that such approval is obtained and documentary proof thereof can be requested by either Party at any time.
- 9.8. The Committee will decide on the time, place and *modus operandi* of its meeting/s. If agreed to by all members on an *ad hoc* basis, and in advance, a teleconference or video-conference will suffice in respect of a specific a Committee meeting.
- 9.9. Each notice of a meeting of the Committee will include an appropriate agenda for the meeting, which agenda will be made available to all the members of the Committee at least 14 (fourteen) days before the scheduled meeting date.
- 9.10. The Committee will appoint a secretary who will keep full minutes of each and every meeting and distribute same to the individual members of the Committee within one week after every such meeting.


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9.11. The functions of the Committee will include:

- 9.11.1. submission of proposals for collaboration in scientific fields of common interest, collaboration in the development of Projects or joint activities and (subject to 9.7 and 16.1) resolving or clarifying issues that may arise in the execution of this Agreement and the Project Agreements.
- 9.11.2. overseeing the process of selection of Projects reporting to the Parties thereon;
- 9.11.3. reviewing reports on the Projects thereon;
- 9.11.4. subject to 10, consideration and seeking advice on relevant matters relating to Intellectual Property;
- 9.11.5. approval and certifying of minutes of a previous Committee meeting;
- 9.11.6. dealing with further matters expressly referred to the Committee under this Agreement or a Project Agreement.

10. INTELLECTUAL PROPERTY

- 10.1. As a general rule, nothing in this Agreement or a Project Agreement will be construed as an assignment or transfer of any IP rights belonging to a Party if not expressly granted pursuant to such Agreement. The Parties undertake to respect each other's ownership of those rights at all times.
- 10.2. Unless otherwise agreed in the Project Agreement, ownership of IP rights over Results obtained in the development of a Project will belong to the Parties *pro rata* to their respective contribution to the Project Results.
- 10.3. Protection of IP rights will include observation at all times of the rights of the inventors or authors, expressly including the right to be mentioned as such in patent applications.
- 10.4. The ownership of and all rights in and to any Background Intellectual Property will be and remain vested in the Party who initially owned and/or developed the same and such Party will have the exclusive right to the commercial use of such


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Background Intellectual Property. Each Party, however, grants the other (subject to the IP rights being free of restrictions imposed by a third party) a royalty-free, non-exclusive license, for the duration of the Project, to use its Background Intellectual Property for non-commercial research purposes if needed for the furtherance of the Project.

- 10.5. Foreground Intellectual Property that is solely developed by one Party will be exclusively owned by that Party ("**Sole IP**").
- 10.6. Foreground Intellectual Property that is jointly developed by the Parties will be jointly owned by the Parties ("**Joint IP**").
- 10.7. Each Party undertakes to make prompt disclosure of the development of any Foreground Intellectual Property to the Committee. The decision as to when, where and by whom patent applications relating to Joint IP will be filed, as well as the extent of each Party's contribution towards legal fees and concomitant costs reasonably to be incurred in the process of the filing and prosecution of such applications, will be taken by the Committee, subject to 9.7, unless agreed otherwise in an agreement envisaged in clause 10.9.
- 10.8. Subject to 9.7, the Committee will decide, on a case-by-case basis, by no later than the expiry or termination of this Agreement, whether or not Exploitation of any Joint IP should be pursued.
- 10.9. If, subject to 9.7, the Committee decides that Exploitation of Joint IP should be pursued, the Parties will embark upon good faith negotiations with each other with a view to concluding as soon as possible a formal written agreement (a "Joint Ownership Agreement"), which agreement will set out, to the extent possible and necessary, the licensed rights to the required Background Intellectual Property; the method of Exploitation; the obligations of the Parties in regard thereto; and the sharing of costs and benefits between the Parties in the ratios agreed upon by the Parties, taking into account each Party's contribution to the development of the Joint IP. No Exploitation of Joint IP will commence until the Joint Ownership Agreement contemplated in this clause 10.9 has been executed.



10.10. The Parties agree to cooperate in all ways necessary to facilitate the protection, maintenance, defence and exploitation of the Joint IP rights in Results.

10.11. The Parties acknowledge that –

10.11.1. Foreground Intellectual Property created solely or jointly by Wits pursuant to this Agreement will have been created with support from the South African Government, and is subject to the requirements of the IPR-PFRD Act; and

10.11.2. the South African Government has certain rights to the Foreground Intellectual Property described in 10.11.1 in terms of sections 11(1)(e), 11(2) and 14 of the IPR-PFRD Act.

11. BREACH AND TERMINATION

11.1. If a Party ("the Defaulting Party") breaches any material term of this Agreement and fails to remedy such breach within 30 (thirty) days of receipt of written notice requiring it to do so, the Aggrieved Party will be entitled without further notice, in addition to any other remedy available to it at law or under this Agreement, including obtaining an interdict, to:

11.1.1. cancel this Agreement; or

11.1.2. claim specific performance,

in either event without prejudice to the Aggrieved Party's right to claim damages; provided that if the Defaulting Party has committed a material breach on at least 2 (two) occasions within the preceding year in respect of which the Aggrieved Party gave the Defaulting Party notice to remedy as contemplated in this clause 11.1, the Aggrieved Party will be entitled, by written notice to the Defaulting Party, to cancel this Agreement summarily without further need to give notice to remedy and exercise its right to claim damages.

11.2. If any dispute arises as to whether any breach is a material breach, or whether the Defaulting Party has failed to remedy a breach within the period specified, such dispute will be determined by arbitration in accordance with clause 16.2.



- 11.3. The provisions of 11.1 and 11.2 will apply *mutatis mutandis* to the breach by either Party of a Project Agreement, save that this Agreement will not terminate solely by reason of the termination of a Project Agreement.
- 11.4. Either Party will be entitled to give the other Party thirty (30) days' notice of termination of a Project Agreement if it is reasonably of the opinion that the Project in question is scientifically or technically unviable. In such circumstances the Parties will be entitled to reimbursement for costs incurred up to the date of termination of the Project Agreement as well as expenses reasonably incurred in advance in respect of activities and services to be performed after the date of termination.
- 11.5. The expiry or termination of this Agreement or a Project Agreement will not affect the Parties' existing IP rights under this Agreement or the Project Agreement.

12. CONFIDENTIALITY

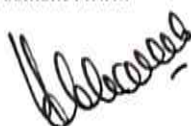
- 12.1. Each of the Parties ("the Recipient") agrees to treat (a) any and all information which is disclosed by, or acquired from, the other Party ("the Disclosing Party") either orally, electronically, visually, or in a document or other tangible form and which is by nature confidential or is identified as confidential by the Disclosing Party; (b) experimental data, know-how, reports and any other information obtained, made or developed by the Parties in connection with this Agreement and/or any Project Agreement; and (c) the Projects and Results (all comprising "Confidential Information") with all caution reasonably necessary and practicable to prevent its disclosure to persons other than its Personnel with a need to know and who are bound by like terms of confidentiality.
- 12.2. Each Party warrants that all such Personnel will be obliged to maintain the confidentiality of the Confidential Information disclosed to it and to use it only in accordance with the provisions of this Agreement and/or a Project Agreement, and each Party will use all reasonable endeavours to avoid and act against non-compliance by its Personnel.
- 12.3. Nothing contained in this agreement will prohibit or limit the Recipient's disclosure of Proprietary information:



- 12.3.1. which at the time of disclosure is published or otherwise generally available to the public;
 - 12.3.2. which after disclosure to the Recipient is published or becomes generally available to the public, otherwise than through any act or omission on the part of the Recipient;
 - 12.3.3. which the Recipient can show was in its possession at the time of disclosure and which was not acquired directly or indirectly from the Disclosing Party;
 - 12.3.4. rightfully acquired from a third party who did not obtain it under obligations of confidentiality to the Disclosing Party; or
 - 12.3.5. which the Recipient is obliged to disclose in terms of an order of court, subpoena or other legal process.
- 12.4. The obligations assumed under this clause 12 will remain in full force and effect not only during the term of this Agreement and/or the Project Agreement to which such Confidential Information applies, but also for as long as the Confidential Information is secret and confidential.

13. PUBLICATION

- 13.1. The Parties will use their best efforts to Publish the Results obtained in the joint Projects, and agree to acknowledge authors and inventors according to applicable law and commonly accepted conventions for scientific publications.
- 13.2. Notwithstanding the foregoing, prior to any disclosure of any Results, the disclosing Party will submit to the other Party, at least thirty (30) days in advance, a copy of the proposed Publication. The requested Party will respond within those thirty (30) days prior to Publication, if it considers that the protection of the Results might be threatened and/or its academic or commercial interests are likely to be affected by the proposed Publication. The lack of any reply in such period will be deemed a tacit authorisation for Publication. Also, the requested Party may require the disclosing Party to omit certain Confidential Information and/or to delay Publication to allow proper protection of the



Results. Such delay will be sufficiently motivated in writing and will not exceed thirty (30) additional days.

- 13.3. The involvement of the Parties will be duly acknowledged in any Publication.


14. LIABILITY

- 14.1. Each Party will indemnify and hold the other Party (including the other Party's respective Personnel) harmless from and against any and all suits, claims, demands, costs, damages, expenses, losses or injuries to persons or property caused by the breach of this Agreement or a Project Agreement, wilful or negligent act or omission of the indemnifying Party and its Personnel during the performance of any tasks arising out of this Agreement or any Project Agreement.
- 14.2. Each Party warrants to the other that it has insured itself against its liability in law for the acts and omissions of persons acting on its behalf and its Personnel are insured during the course and scope of their registered courses and within the scope of that Party's business where fault can be attributed to that Party or its Personnel. The maximum liability of the Parties in respect of any cause resulting or arising from or in connection with any act or omission in terms of this Agreement or a Project Agreement will be limited, whether for a single or multiple events, to the extent of the insurance of each Party.

15. MISCELLANEOUS MATTERS

15.1. Address for correspondence

- 15.1.1. Any correspondence (other than a notice contemplated in 15.2) in connection with this Agreement may be addressed:



15.1.1.1. in the case of Wits, to:

Physical Address

c/o Dr Robin Drennan
Research Development Office
10th Floor, Senate House
1 Jan Smuts Avenue
Braamfontein
Johannesburg
Republic of South Africa

Postal Address

c/o Dr Robin Drennan
Research Development Office
10th Floor, Senate House
Private Bag 3
Wits 2050
Republic of South Africa

Fax no: +27 11 717 1265

Electronic mail address: Jacob.Muthu@wits.ac.za with
copies to Robert.Reid@wits.ac.za

marked for the attention of the Director: Research
Development

15.1.1.2. in the case of UPES, to:

Physical Address

Dr. S.J Chopra, Chancellor,
University of Petroleum and Energy Studies,
96, Munerica Enclave
New Delhi
110067
INDIA

Postal Address University of Petroleum and Energy Studies
Energy Acres
P.O. Bidholi Via-Prem Nagar,
Dehradun-248007
INDIA

Fax no: +91-135-2776095 / 2776090

Electronic mail address: chancellor@ddn.upes.ac.in

marked for the attention of the jkpandey@ddn.upes.ac.in

with copies to chancellor@ddn.upes.ac.in

15.1.2. The notice will be deemed to have been duly given:

15.1.2.1. on delivery, if delivered by hand or by registered post to the Party's physical address set out in 15.1.1. For the purposes of this clause delivery by registered post in South Africa will be deemed to have been effected ten (10) Business Days after posting ;

15.1.2.2. on despatch, if sent to the Party's then fax number or electronic mail address set out in 15.1.1 and confirmed by registered letter posted no later than the next Business Day;

unless the sender is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee.

15.1.3. A Party may change its address for the purposes of this clause 15.1 by notice to the other Party.

15.1.4. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party will be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address in terms of 15.1.1.

15.1.5. All notices and correspondence in connection with this Agreement will be in the English language.

15.2. Address for Service of Legal Documents

15.2.1. The Parties choose the following physical addresses at which documents in legal proceedings in connection with this Agreement may be served (i.e. their *domicilia citandi et executandi*):



15.2.1.1. The University:

Office of the Director: Legal Services
5th Floor, Senate House
1 Jan Smuts Avenue
Braamfontein
Johannesburg
Republic of South Africa

15.2.1.2. UPES:

2nd Floor, 210, Okhla Industrial Estate,
Phase III,
New Delhi-110020
India

Tel : +91-11-41730151/152/153,
Fax : +91-11- 41730154
Mail: anu.sharma@upes.ac.in

15.2.2. A Party may change its address for this purpose to another physical address at which legal process can be served, by notice to the other Party.

15.3. Entire Agreement

This Agreement contains all the express provisions agreed on by the Parties with regard to the subject matter of the Agreement and supersedes all prior written or oral agreements or communications with respect thereto.

15.4. No Representations

Neither Party may rely on any representation which allegedly induced it to enter into this Agreement, unless the representation is recorded in this Agreement.

15.5. Variation, Cancellation and Waiver

No addition to or variation of any clause of this Agreement (including this clause 15.5) or a Project Agreement, consensual cancellation or novation of this Agreement or a Project Agreement and no waiver of any right arising from this Agreement or a Project Agreement or its breach or termination will be of any force or effect unless reduced to writing and signed by both Parties or their duly authorised representatives.

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15.6. Indulgences

If either Party at any time breaches any of its obligations under this Agreement or a Project Agreement, the other Party ("the Aggrieved Party"):

15.6.1. may at any time after that breach exercise any right that became exercisable directly or indirectly as a result of the breach, unless the Aggrieved Party has expressly elected in writing or by clear and unambiguous conduct, amounting to more than mere delay, not to exercise the right. In particular, acceptance of late performance will be provisional only, and the Aggrieved Party may still exercise that right during that period;

15.6.2. will not be estopped (i.e. precluded) from exercising its rights arising out of that breach, despite the fact that it may have elected or agreed on one or more previous occasions not to exercise the rights arising out of any similar breach or breaches.

15.7. Successors in title


Without prejudice to any other provision of this Agreement, any successor-in-title, including any executor, heir, liquidator, judicial manager, curator or trustee, of a Party will be bound by this Agreement.

15.8. Severability

If any provision of this Agreement is invalid, unenforceable or illegal, the remaining provisions of this Agreement will be deemed to be severable therefrom and will continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this Agreement.

15.9. Counterparts

This Agreement may be executed in any number of counterparts and by the Parties hereto on separate counterparts, each of which when executed and delivered will be an original and each of the counterparts will together constitute one and the same instrument.



15.10. Costs

Each Party will bear its own costs relating to the negotiation, preparation and signature of this Agreement.

15.11. Assignment

15.11.1. The Parties will not assign or subcontract, whether totally or partially, the tasks, rights and obligations assumed in this Agreement or in any Project Agreement, without the prior agreement of the other Party.

15.11.2. If a subcontracting agreement is authorised, it will be compatible with the terms and conditions of this Agreement, in particular as regards IP rights.

15.12. Governing law

This Agreement will be governed by and construed under the laws of the Republic of South Africa.

16. DISPUTES


All disputes between the Parties will be determined in accordance with the provisions of this clause 16.

16.1. Informal resolution

Within a period of thirty (30) days after the dispute date the members of the Research Liaison Committee will meet to discuss the dispute and will endeavour to resolve the dispute amicably and each Party undertakes at such meeting to make full disclosure to the other of all information and documentation relating to the dispute.

16.2. Arbitration

If the Research Liaison Committee is unable to resolve the dispute within a period of thirty (30) days after it has been referred to them, either Party may refer the dispute for arbitration in accordance with the provisions of this clause. Save in the circumstances described in 16.3, any dispute arising out of this



Agreement or its interpretation, both while in force and after its termination, will, if arbitrable in law, be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The award of the arbitration will be final and binding upon the Parties.

16.3. Interim Relief

Nothing in this clause 16 will preclude any Party from seeking interim relief from any competent court having jurisdiction pending the institution of any arbitration proceedings in terms of this clause 16.

16.4. General

16.4.1. The successful Party will, in each of the methods of dispute resolution provided for above, be entitled to be awarded a full indemnity for all the costs reasonably incurred by that Party, including attorney and own client costs.

16.4.2. The provisions of this clause 16 will survive the termination of the Agreement.


TIC

Signed on behalf of the University:

Name: Prof. T. Kupe

Designation: DUC

Date: 29/07/2015

Place: Johannesburg

Witness: 

Name: E. Flack Davison

T. Kupe

For University of Petroleum & Energy Studies



Registrar

Signed on behalf of UPES:

Name: ABHAY SHARMA

Designation: REGISTRAR

Date: _____

Place: UPES-Dehradun

Witness: _____

Name: _____




TK

ANNEX I
SPECIFIC PROJECT AGREEMENT MODEL FORM

CONTENTS

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APPENDIX A: Project Specification

1. PARTIES

1.1. **THE UNIVERSITY OF PETROLEUM AND ENERGY STUDIES – (“UPES”)**, duly represented by [.....], acting in his/her capacity as [.....]; and

1.2. **THE UNIVERSITY OF THE WITWATERSRAND, JOHANNESBURG**, acting through the acting through the Faculty of Engineering and the Built Environment, the School of Mechanical, Industrial and Aeronautical Engineering (“Wits”), duly represented by [.....], acting in [his/her] capacity as [.....].

2. STATUS OF THIS PROJECT AGREEMENT

2.1. In terms of clause 6 of the Collaboration Framework Agreement entered into on **[Signature Date]** the Parties hereby enter into this Project Agreement in



accordance with the terms and conditions contained herein, which complement/add to those contained in the Main Agreement.

- 2.2. All terms defined in the Main Agreement will bear the same meanings in this Project Agreement.

3. PROJECT

- 3.1. The Project will have the following title: *[Project name]* ("the Project").
- 3.2. The Project consists of: *[Project summary/brief general description]*.
- 3.3. Appendix A to this Project Agreement contains the Project Specification, which includes the Project schedule of activities and technical specifications.

4. PERSONNEL

- 4.1. Personnel (researchers or others) developing the Project on behalf of KSR are the following:

(a) *Name / Position*

(b) *Name / Position*

- 4.2. Personnel (researchers or others) developing the Project on behalf of Wits are the following:

(a) *Name / Position*

(b) *Name / Position*

5. FINANCIAL PROVISIONS/ CONSIDERATION

[Specify financial contributions, fixed and variable payments or the distribution of costs and benefits]



6. PROJECT TERM

The Project will be carried out over a period of *[term]*, as from the date of the signature of this Project Agreement by both Parties.

7. INTELLECTUAL PROPERTY¹

7.1. The terms and provisions of the Collaboration Framework Agreement will apply, with the following additions or modifications:

7.1.1. IP rights on Results

Results will be the property of (a) [XXX] OR (b) the Parties according to the following share: X% UPES and Y% Wits.

7.1.2. Protection of Results

[XXX] will be responsible for the protection, maintenance and defence of the IP rights in Results. The costs of such activities will be borne by (a) [XXX] OR (b) the Parties according to the share specified in 7.1.1.

7.1.3. Exploitation of Results

[XXX] will be in charge of the exploitation and commercialization of the Results and/or the IP rights in them. However, any agreement entered into with third parties with regard to Joint IP will be made under [YYY]'s consent.

¹ NB. More detailed provisions are required in the individual Project Agreements regarding the Parties' respective intellectual property rights. Accordingly clause 7 is to be viewed for purposes of a template only.



- 7.2. [XXX] will collect and distribute any and all revenues accrued from their exploitation, which distribution will equal the ratio of ownership of the Rights, except if otherwise agreed between the Parties. Further details regarding Joint IP rights in Results, their protection and exploitation will be agreed between the Parties prior to any commercial use and formalized in writing in the corresponding Joint Ownership Agreement.

Signed on behalf of the University:

Name: _____

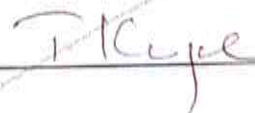
Designation: _____

Date: _____

Place: _____

Witness: _____

Name: _____



Signed on behalf of UPES:

Name: _____

Designation: _____

Date: _____

Place: _____

Witness: _____

Name: _____




TK

APPENDIX A
PROJECT SPECIFICATION

Background and Justification of the Project/Activity

(Experimental) Plan and Objectives

Contributions of the Parties

Schedule



TIC

AGREEMENT

ON THE COOPERATION

BETWEEN

COVENANT UNIVERSITY

AND

**UNIVERSITY OF PETROLEUM AND
ENERGY STUDIES**

This Agreement is made this16th..... day ofDECEMBER..... 2015

BETWEEN

Covenant University, a Christian Mission University established under the laws of the Federal Republic of Nigeria and licensed by the National Universities Commission. A member of the Association of Commonwealth Universities. Located at KM 10, Idiroko Road, Canaan Land, Ota, Ogun State, Nigeria (hereinafter referred to as "**Covenant**" which expression shall where the context so admits include its privies, assigns and legal representatives) of the one part.

AND

University of Petroleum and Energy Studies, a University established under the University of Petroleum & Energy Studies Act, 2003, enacted by the State of Uttarakhand, INDIA, having University Campus at Energy Acres, village Bidholi, Dehradun, Uttarakhand (hereinafter referred to as "**UPES**" which expression shall where the context so admits include its privies, assigns and legal representatives) of the other part.

Covenant and UPES shall jointly be referred to as the "Parties".

1. OBJECTIVES OF THE AGREEMENT

The purpose of this *Agreement* is to provide a framework for collaboration between Covenant and UPES as stated in the Area of Cooperation. The Parties shall apply their best endeavor to properly implement the *Agreement* based on mutual benefit and reciprocity taking into accounts the requirements of both Parties.

2. SCOPE OF COOPERATION

The scope of this *Agreement* shall include: teaching, research, student and faculty exchange.

3. AREA OF COLLABORATION

The Parties wishing to establish relations between themselves and develop academic and cultural interchange in the areas of education and research, agree to the following forms of cooperation *with special emphasis on Petroleum Engineering and Oil & Gas Domain programmes across both universities* :

a. In the field of teaching:

- i. to exchange experiences on teaching methods;
- ii. to exchange faculty members for the purpose of giving lectures, conducting seminars, etc.;
- iii. to organize practical work for students; and
- iv. to cooperate and interact in the process of curricular design and review;

b. In the field of research:

- i. to transfer knowledge from and to the other academic institution;
- ii. to exchange information on research in the fields of mutual interests;
- iii. to coordinate individual and joint research activities at each or both universities;
- iv. to exchange scientific results in defined subject areas;
- v. to publish the results in the areas of joint research; and
- vi. to organize joint seminars, conferences and workshops;

c. in the field of student and faculty exchange:

- i. to receive and/or exchange graduate and undergraduate students for the purpose of study, thesis works, internships, training and research;
- ii. to receive and/or exchange faculty members for the purpose of giving lectures, conducting seminars and workshops, carrying out research and expert discussions;
- iii. to carry out joint research programmes by students; and
- iv. to have joint PhD students by both Universities.

4. FINANCIAL ARRANGEMENTS

- a. This *Agreement* does not entail financial obligations for any of the Parties.
- b. All financial agreements will be negotiated and will depend upon the availability of funds.
- c. 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.
- d. Each Party will nominate a representative to supervise its involvement in an Activity, name and contact details of said representatives will be issued to both Parties. For the first year of this Agreement, Prof. Dr. Ugur GUVEN will be the contact person for UPES. While Dr. Adewale Omotayo OSIBANJO will be the contact person for Covenant.

5. DURATION/TERMINATION

- a. This *Agreement* shall remain in force for a period of three (3) years from the date of the last signature, with the understanding that the appropriate authorities of either Party giving three (3) months' notice to the other Party in writing may terminate it, unless the earlier termination date is mutually agreed upon. However, such termination shall not affect any on-going programme.
- b. The *Agreement* may be amended or extended by mutual written consent of the Parties.

6. DISPUTE RESOLUTION

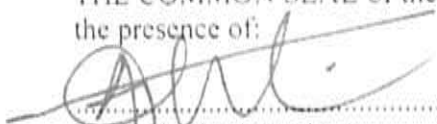
Any dispute arising out of this *Agreement* shall be resolved by the International Offices of both Parties in the spirit of independence, mutual respect, and shared responsibility according to the rules and regulations of both sides, the laws of India and Nigeria. Where the International Offices of both Parties fail to resolve the dispute, it shall be referred to the Heads of the contracting Parties. However, where the disputes still cannot be resolved by the Heads of the contracting Parties, the *Agreement* shall be deemed terminated and any subsisting projects or collaboration brought to completion within a reasonable time.

7. SIGNED COPIES

This *Agreement* is prepared in English Language and shall be signed in four original copies. All the copies shall be valid and considered one and the same *Agreement*. It shall become effective when the copies are signed by both Parties.


IN WITNESS WHEREOF, the authorised representatives of the Parties hereunder set their hands and seals, the day and year first above written

THE COMMON SEAL of the within named COVENANT UNIVERSITY was hereunto affixed in the presence of:


Prof. Charles Korede Ayo
Vice-Chancellor

16/12/15

Date


Pst. Olamide Olusegun
Registrar

16/12/15


Date

THE COMMON SEAL of the within named UNIVERSITY OF PETROLEUM AND ENERGY STUDIES was hereunto affixed in the presence of:

.....
Dr. Shrihari Honwad
Vice-Chancellor

.....
Date

For University of Petroleum & Energy Studies


Mr. Abhay Sharma
Registrar

.....
Date 17.12.15



Memorandum of Understanding
Between
KPIT Technologies Ltd

And

University of Petroleum and Energy Studies

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) following the PACE (Program for Academic Collaboration & Engagement) initiative of KPIT, is made on this 2nd day of November 2015 by and amongst **KPIT Technologies Limited**, hereinafter referred to as KPIT, having its Registered office at Plot 35, 36, Rajiv Gandhi Infotech Park Phase -1, MIDC, Hinjewadi, Pune.

and

University of Petroleum and Energy Studies having its Main Campus at "Energy Acres", Bidholi, Dehradun, Uttarakhand, hereinafter referred to as (UPES).

1. Introduction

KPIT is a global IT Consulting and Product Engineering partner focused on co-innovating domain intensive, technology solutions for corporations specializing in automotive & transportation, manufacturing and energy & utilities. The Product Engineering line of business encompasses solutions and services to create better automotive products by impacting every sub-system of a vehicle.

University of Petroleum and Energy Studies is a University constituted under the University of Petroleum and Energy Studies Act 2003, being Asia's first energy and core sector University offering cutting edge programs spanning key domains.

Whereas the parties have decided to enter into a strategic alliance on terms mutually beneficial to them.

2. Objectives of Cooperation

The main objective of this MoU is to initiate PACE (Program for Academic Collaboration and Engagement) at UPES and to provide a platform to build a strong and on-going relationship between KPIT and UPES. The primary goals of PACE are -

1. To develop and foster strategic linkages between the UPES and the technical departments at KPIT
2. To understand the needs and expectations of both the institute and the organization and to execute relevant identified activity required to meet the needs and expectations therein.
3. Offering courses of mutual interest to the students and issuing the students certificates jointly, upon successful completion of the course.



4. Provide Placement support to institution whereby KPIT shall recruit competent and potential students of final year of UG programmes depending on their annual need and growth plan.
5. Identify the area of research and development in Engineering of mutual interest and work on the identified proposals jointly on agreed terms.
6. KPIT will permit their Engineers and Experts to tender their expertise for the benefit of the students when they are requested for specially focused programs
7. KPIT will sponsor/mentor UG students' projects of mutual interest and convenience.
8. KPIT will promote various activities for overall development of students of UPES.
9. KPIT will advise UPES for achieving program educational objectives and outcomes of the UG programs.
10. KPIT will share their "Tech-talk" technical newsletter with UPES.
11. Exploring and carrying out any other academic activity with mutual consent.
12. Provide exposure to students & faculty members to emerging technologies
13. Help bridge the gap between academia and industry and contribute to education eco system
14. Participate in enhancing knowledge of niche technologies and domain education by partnering with the UPES

3. Coordination

Under PACE, KPIT and UPES shall establish a "joint working group" for coordination. Both parties shall ensure that the working group comprises of appropriate personnel to discuss and implement the activities mentioned in this MoU. From UPES, it would be the Heads of the departments, PACE SPOC from the institution, Head of Training and Placement division. From KPIT it would, Head of Learning. SPOC for PACE programs, representatives from specific practices. Both parties (KPIT and UPES) shall take all reasonable steps to cooperate and ensure successful implementation of all the measures mentioned in this MoU.

4. Mechanisms for Cooperation

The "joint working group" to implement, administers and executes the following measures as under -

4.1 Integral Part of academic curriculum planning

KPIT shall participate in planning the academic curriculum by providing the field inputs, state of the art and technology driven changes to the Board of Studies (BoS) at



the departmental level. This BoS shall take all such inputs to the Dean for considering finalization of the curriculum.

4.2 Participation in knowledge sharing at UPES

As per the PACE program, KPIT to provide its speakers to participate and deliver technical presentations and talks on topics as shall be, jointly, decided by UPES and KPIT. Such lectures shall either be a part of the curriculum or a value-add knowledge for the students.

4.3 Projects for Undergraduates,

KPIT shall explore the possibility of increased student and faculty interface by offering projects for students of UG programmes, depending on the need and availability of such projects at KPIT. Since such projects shall constitute a partial fulfillment for the award of the respective degrees, KPIT shall have to evaluate the projects carried out by the students as per the norms of the University. Projects Coordinator of the UPES shall extend all support KPIT for the evaluation process.

4.4 Placement support to UPES

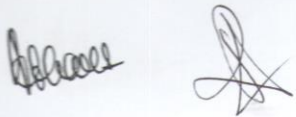
PACE aims at identification of the right young people who will join KPIT in its quest for being practice leaders in the niche areas we are focused on. Hence, KPIT shall recruit competent and potential students of final year of UG programmes depending on their annual need and growth plan. This activity shall be governed by the selection process steered, jointly, by the Placement Cell, UPES and KPIT.

4.5 Participation in technical events of UPES

As per the PACE program, KPIT shall consider participation in technical events UPES. Events include National/International conferences, workshops, finishing schools, symposia, value-add courses hosted by UPES. The final decision shall be taken on a case to case basis after review and discussion between the two parties.

4.6 Internships to students

In order to impart practical training under PACE, KPIT shall identify, encourage and support the evolving technical competence in students by providing paid internships to students during their vacation period between successive semesters. KPIT shall deploy such interns on specific technical works at their development centers. KPIT shall evaluate the quality of the work carried out by the interns and award them with a certificate at the end of the internships. Industry-Institute coordinator of UPES shall



co-ordinate with KPIT throughout the process including initiation of the internship request at the appropriate time, selection of students for the internship, overseeing the technical work carried out by the interns and the evaluation of the work carried out by the interns as might be required by KPIT.

4.7 Nurturing Exchange programs

KPIT shall foster the industry-institute exchange program with respect to the faculty and industry (KPIT) executives to serve in the organizations on an exchange basis. This shall provide the associates of KPIT and UPES with cross-learning opportunities. Additionally, PACE will imbibe KPIT culture amongst students and they will understand KPIT practices.

5. Confidentiality

Either party guarantees and acknowledges that all information whether in writing or oral or otherwise obtained from other party under this MOU would be kept strictly confidential during the MOU or after cessation, either party shall not divulge, disclose or impart to any third person/organization. The provision of this clause shall survive for one year post the termination of this MOU.

KPIT shall endorse "zero tolerance" practice of the UPES towards bribery and corruption and ensure that any overt or covert attempt by any UPES employee of seeking illegal gratification, whether in cash or in kind, is reported to the UPES immediately.

KPIT 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 and shall immediately disclose to the UPES in case any of its official or 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.

6. Miscellaneous

- 6.1 This MOU under the PACE initiative of KPIT, shall be valid for a period of 12 months from the date of signing by UPES & KPIT. This MOU shall be renewed for further term with mutual consent. Either party may terminate this MOU by giving 30 days prior written notice to the other.
- 6.2 Neither party hereunder shall be liable for any consequential loss or damages arising out of the performance of obligations under the terms of this MoU.



Agreed to:

For KPIT Technologies Ltd.

Sign: -

Name: **Rajendra Kango**

Designation: Head - Global Campus Recruitment

Date:

3/11/2015

WITNESSES

1

Hemant

2

10/8
3/11/15

For UPES

Sign:-

Name: **Abhay Sharma**

Designation: Registrar



ACADEMIC SUBSCRIPTION PROGRAM AGREEMENT

Customer/Academic Institution Name:	University of Petroleum & Energy Studies								
School or Campus (as defined below):	School: <input type="checkbox"/> Campus: <input checked="" type="checkbox"/> (Select Only One)								
Symantec Agreement Number (SAN): (To be filled in by Symantec)	0	M	6	V	X	V	A	S	P
Effective Date: (To be filled in by Symantec)	01 OCT 2015								
Contract Address: (Ordering Location)	Contact Name: Ashish Bhardwaj Email: ashish@upes.ac.in Address: Energy Acres, PO Bidholi, Via Prem Nagar, Dehradun, Uttarakhand – 248 007 (All fields are required) Country: India								

This Academic Subscription Program Agreement (this "Agreement") is entered into by and between Symantec and the Customer named above, and sets out the terms and conditions under which Customer, an Academic Institution, may obtain the Symantec Products under Symantec's Academic Subscription Program, as such terms are defined below. Symantec and Customer agree as follows:

1. Terms. This Agreement consists of the following, taken together:

- (a) The Academic Subscription Program terms set forth in this Agreement (this "Academic Subscription Addendum"), also including Symantec's then current published Academic Subscription Guide, and
- (b) The "Master Terms" which are attached as Attachment 4.

2. Definitions. Capitalized terms not otherwise defined in this Academic Subscription Addendum shall have the meanings given in the Program Guide or the Master Terms, in that order of precedence.

"Academic Institution" means a government-approved public or private school, vocational school, correspondence school, junior college, university, scientific institution, or technical institution that maintains full-time curriculum, including the district regional and state administrative offices, all as defined by Symantec in its sole discretion. Each Academic Institution customer is either a Campus or School, as Customer indicates in the table above.

"Academic Subscription Program" means Symantec's then-current Subscription Software license purchasing program for academic customers.

"Anniversary Date" means the anniversary of the Effective Date.

"Band Level" means volume of Units from each of Customer's purchases under the Academic Subscription Program.

"Campus" means an Academic Institution at the college or university level.

"Count" means, for a Campus, its Faculty/Staff FTE, its Student FTE, and for server-based Symantec Products, the number of eligible servers. "Count" means, for a School, the number of eligible workstations and servers.

"Effective Date" of this Agreement means the relevant date inserted by Symantec above, upon Symantec's acceptance of this Agreement.

"Essential Support" means Symantec's then-current standard, generally commercially available annual 24x7 Maintenance/Support offering, or any successor offering, expressly excluding any site-based or onsite support.

"FTE" means full-time equivalent for purposes of establishing Count. A campus' "Faculty/Staff FTE" means the number of full-time and part-time faculty and staff employed by a Campus, based on the calculation set forth in the Program Guide. A campus' "Student FTE" means the number of full-time and part-time students, based on the calculation set forth in the Program Guide.

"Initial Order" means Customer's initial up front purchase of Symantec Products satisfying the minimum Unit or value threshold for the Academic Subscription Program, as shown in the Program Guide.

"Program Guide" or "Academic Subscription Program Guide" means the document designated as Symantec's then-current source for administrative and program information, as updated by Symantec from time to time, available online at Symantec's Licensing Program website on Symantec.com.

"Reseller" means an independent entity located in Customer's ordering Territory and authorized by Symantec to resell the applicable Symantec Products to licensees under the Academic Subscription Program.

"SAN" or "Symantec Agreement Number" means the contract/account identification number assigned by Symantec.

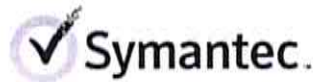
"School" means an Academic Institution at the pre-college or pre-university level.

"Subscription Period" means the period of time during which Customer is authorized to use the Symantec Products and related Essential Support, as indicated on the applicable Certificate. The mutual execution of this Agreement sets the initial Subscription Period; a renewal order starts a new Subscription Period.

"Subscription Worksheet" means the document that Customer must submit with the Initial Order and any renewal order that sets forth Customer's Count and other information that Symantec may require. A sample of the Subscription Worksheet is attached hereto as Attachment 1.

"Symantec Products" means the Subscription Software and included Essential Support available on Symantec's in-country Academic Subscription Program price list in effect at the time when an order is placed.

"Territory" is the applicable country or geographic region in which Customer is authorized to order, install and use Symantec Products. Customer's



Territory for ordering under this Academic Subscription Addendum is the country in which Customer's contract address is located (as indicated above). Customer's Territory for installation and use of Symantec Products under this Academic Subscription Addendum shall be the same country, unless a broader Territory for installation and use is indicated by Symantec's Deployment Territory Matrix in effect at the time Customer's applicable order is accepted by Symantec. Please see the Academic Subscription Program Guide for the most current version of the Deployment Territory Matrix.

"Unit" means one license of a Symantec Product with a bundled Essential Support entitlement.

3. Subscription Program Purchasing Requirements.

3.1 Initial Order, Symantec Agreement Number (SAN). Within fourteen (14) calendar days of the Effective Date, Customer shall submit its purchase order for the Initial Order to Customer's chosen Reseller. All of Customer's orders must be placed through Reseller(s), unless otherwise approved by Symantec, and subject to Customer's execution of Symantec's then-current standard purchasing terms addendum. All orders must reference the Symantec-provided SAN in order for Symantec to accept each such order.

3.2 Additional Orders during a Subscription Period.

(a) Order for Additional Products. If, during a Subscription Period, Customer wishes to order new Symantec Product(s), Customer shall submit its purchase order to its Reseller for such new Symantec Product(s). The license and support entitlement for the new Symantec Products shall be co-terminated to the end of the Subscription Period and Symantec shall pro-rate the cost of additional Symantec Product license(s). The applicable Band Level shall be based on the number of Units in the additional order.

(b) Order for Additional Count. If, during a Subscription Period, Customer wishes to add additional Count of Symantec Products previously ordered, Customer shall submit its purchase order to its Reseller for the additional Count. The license and support entitlement for the additional licenses shall be co-terminated to the end of the Subscription Period and Symantec shall pro-rate the cost of any additional license(s). The applicable Band Level shall be based on the number of Units in the additional order.

3.3 Renewal Orders. Symantec shall send Customer a renewal notice in advance of the expiration of each Subscription Period and shall make reasonable efforts to provide such renewal notice ninety (90) days prior to the expiration of the Anniversary Date. If Customer wishes to renew its participation in the Academic Subscription Program for another Subscription Period, it shall submit a purchase order to its Reseller. Symantec must receive each renewal order prior to the Anniversary Date or Customer's enrollment in the Academic Subscription Program and this Academic Subscription Addendum shall expire. Each renewal order shall inform Symantec of Customer's updated Count and number of desired Units for the new Subscription Period.

3.4 Band Level Discounting. The number of Units in each of Customer's orders establishes Customer's Band Level for such order. Symantec will provide discounted pricing to the Reseller (or Reseller's distributor) based on Customer's Band Level. Customer acknowledges that Symantec does not set partners' pricing; Customer and Customer's chosen Reseller(s) will separately agree on Customer's price for Symantec Product orders.

4. Academic Subscription Use Rights

4.1 General. In consideration of Customer's agreement to the terms of this Agreement and Customer's payment of the fees for Symantec Products ordered hereunder, Symantec grants Customer a non-exclusive, non-transferable, non-perpetual, term-limited license to use the Symantec

Products in the Territory during the applicable Subscription Period. A Customer with multiple locations (e.g. a school district or university with several sites) may use Symantec Products in each location, subject to the Territory limitations herein.

4.2 Home Use Rights. During the Subscription Period, Customer's faculty and staff members shall have the right to operate one copy of desktop-based Symantec Products for home use only for so long as the user maintains faculty or staff status, in accordance with the Home Use rights set forth in the Master Terms, provided however, that no separate purchase of a Home Use license is required.

4.3 Student Use Rights. During the Subscription Period, Customer may order student-use licenses for its entire Student FTE to use the applicable Symantec Products on student-owned computers (or Customer-owned computers provided to an individual student) for as long as each user maintains student status. The Symantec Products available for student use are as listed on Symantec's then-current in-country Academic Subscription Program price list. Customer agrees to remain responsible for such student's compliance with the terms and conditions of this Agreement.

4.4 Transition to Perpetual Licenses. At the end of a Subscription Period, Customer may choose to convert Subscription Software purchased under this Agreement to perpetual licenses, as further outlined in the Program Guide.

4.5 Replication of Media. Customer shall not replicate the Symantec Products in tangible media format, except as follows:

(a) Customer may make media kit copies of the Symantec Products in-house, subject to the In-House Media Replication Addendum attached hereto as Attachment 2 and compliance with the replication requirements set forth therein; or

(b) Customer may engage with a Symantec-authorized third-party replicator to manufacture such media kits, provided such replicator is identified on Symantec Authorized Third Party Replicator Addendum attached hereto as Attachment 3.

5. Maintenance/Support. During the Subscription Period, and included in the fees for Symantec Products, Symantec shall provide Essential Support to Customer for the applicable Symantec Products in accordance with Symantec's then-current enterprise technical support policy, a current copy of which can be found at www.symantec.com/business/support/support_policies.jsp.

6. Term/Subscription Period. The Subscription Period and this Academic Subscription Addendum renews on each Anniversary Date provided that Customer submits a renewal order prior to the Anniversary Date, unless either Customer or Symantec earlier terminates in accordance with the Master Terms. If Customer does not submit a renewal order prior to an Anniversary Date, Customer's enrollment in the Academic Subscription Program and Customer's right to use and order Symantec Products shall expire.

7. Changes and Updates. The Academic Subscription Program is defined in Symantec's then-current Academic Subscription Program Guide and this Academic Subscription Addendum. Symantec may update and change the Academic Subscription Program from time to time, for administrative purposes, program improvement or updates, and other reasons at Symantec's discretion. In the event of a conflict, the then-current Program Guide takes precedence over this Academic Subscription Addendum, with respect to program terms. However, these changes will not affect Customer until Customer's next Subscription Period. Symantec will notify Customer of these changes via publication at Symantec's Academic Subscription Program website available on Symantec.com. Symantec may also elect to give Customer written notice to Customer's most current contact of record, which may be delivered by e-mail, postal mail, or fax or other means reasonably designed to assure receipt.



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ATTACHMENTS

- Attachment 1:** Academic Subscription Program Worksheet
- Attachment 2:** In-House Media Replication Addendum
- Attachment 3:** Symantec Authorized Third Party Replication Addendum
- Attachment 4:** Master Terms

Agreed and Accepted as of the Effective Date:

Customer Signature

Academic Institution Name: University of Petroleum & Energy Studies	
Signature:	<i>[Handwritten Signature]</i> For University of Petroleum & Energy Studies
Printed Name & Title:	ABHAY SHARMA, REGISTRAR
Date Signed:	1/10/2015

Symantec Signature

Symantec Asia Pacific Pte Ltd. 6 Temasek Boulevard, #11-01 Suntec Tower 4, Singapore 038986	
Signature:	<i>[Handwritten Signature]</i>
Printed Name & Title:	Inhye Park / Contract Admin
Date Signed:	01 OCT 2015



Attachment 1

Academic Subscription Program Worksheet

Customer/Academic Institution Name:	University of Petroleum & Energy Studies								
School or Campus:	School: <input type="checkbox"/> Campus: <input checked="" type="checkbox"/> (Select Only One)								
Symantec Agreement Number (SAN):	0	M	6	V	X	V	A	S	P

This worksheet needs to be completed and submitted with your initial order, when adding count during a subscription period, and with each renewal order to set the base count for each new subscription period.

Please select one of the following reasons for submitting the worksheet:

Initial Contract Order: ☒ Subsequent Order for Additional Count: ☐ Renewal Count: ☐

All subsequent orders must run to the anniversary date set by the initial or renewal order.

The following calculation should be utilized when determining the total Full Time Equivalent (FTE)* for Campus Enrollments in the Academic Subscription Program.

Faculty/Staff Count:	Student Count for Student Use Option or Campus Managed Software for Student Coverage:
Full-time Faculty (= to 1 FTE)	Full-Time Students (= to 1 FTE)
Part-Time Faculty (= 1/3 of a FTE)	Part-Time Students (= 1/3 of a FTE)
Full-Time Staff (= to 1 FTE)	FTE Student Baseline
Part-Time Staff (= to 1/2 of a FTE)	
FTE Faculty/Staff Baseline	

School Agreement Calculations	Campus Agreement Calculations:
Total eligible Workstations:	Total Eligible Faculty/Staff FTE: 584
Total Eligible Servers:	Total Eligible Student FTE: 7350
	Total Eligible Servers:

TO PREVENT DELAYS IN PROCESSING YOUR ORDERS, PLEASE SUBMIT BOTH YOUR PURCHASE ORDER AND COMPLETED WORKSHEET AT THE SAME TIME.

For University of Petroleum & Energy Studies

Registrar



Attachment 2

In-House Media Replication Addendum

Proprietary Notices and Trademarks. All copies of replicated Symantec Products will include all applicable intellectual property notices (trademark, copyright ownership, etc.) as included in the original, in accordance with the Agreement.

Quality Standards. Customer agrees to comply with the following quality standards in replicating the Symantec Products:

- i. All copies of replicated Symantec Products will be manufactured in conformance with generally accepted standards as to product quality within the enterprise software industry. All such copies will be complete and accurate copies, made from the then-current shipping version distributed by OEM;
- ii. Prior to distribution of such media, Customer will apply virus filtering technologies using at minimum generally-accepted industry standards of diligence, to identify and prohibit the transmission of viruses and similar harmful code; and
- iii. All copies will bear Customer's name on the CD label, as an identification of origin.

Premises Security. Customer shall maintain facility security in accordance with "Industry Best Practices" which shall include but not be limited to sufficient physical barriers and an efficient and effective intruder alarm system. Customer shall perform replication of Symantec Products only at sites that are either owned by Customer or under Customer's direct and sole control.

The following information shall also be provided to Symantec: (i) Facility Contact Information including but not limited to business address, phone number, site contact person's name, site contact person's email address, and (ii) a description of the manufacturing facility including but not limited to premises description and capacity of production.

Customer Security Representative. Within thirty (30) days of the Effective Date, Customer shall designate a security representative to liaise with Symantec's security representative. The Customer's Security Representative shall (i) be responsible for compliance management with Symantec's Security Requirements, (ii) have sufficient authority to act on behalf of the Customer with respect to these requirements, (iii) assign at least one (1) individual the security responsibilities for each facility where the replication of Symantec Products is planned.

Security Procedures. Symantec will require that the Customer's Security Representative provide the following documented security procedures:

- Escalation procedures for promptly communicating security incidents to Symantec that involve unaccounted for or missing copies of Symantec Products.
- Documented procedures for loss prevention.
- Customer's Security Policy Statement must be made available and communicated to all of its employees, contractors and subcontractors.
- An Employee Photo-ID badges program or other industry-standard alternative personnel-access identification program.

Site Review. Customer agrees to maintain secure premises for the replication of the Symantec Products in accordance with this Exhibit and the Agreement. Customer shall permit Symantec, or persons designated by Symantec, to conduct periodic audits of all production, transit, storage and warehousing locations used in the replication of Symantec Products, including any subcontractor's facilities, to verify compliance with Symantec's Customer replication requirements ("Site Review"). Such Site Reviews will be conducted in a manner consistent with the audit/compliance verification section(s) of the Agreement. Symantec shall inform Customer, if deficiencies are identified as a result of the Site Review. Symantec will provide Customer with a Correction Action Requirements report (a "CAR Report"). The intent of the CAR Report is to identify to the Customer, security and loss prevention deficiencies that must be corrected. Customer shall provide Symantec with a written response to the CAR Report within ten (10) days of its receipt, documenting the remedial action(s) to be taken and a target date that the action will be completed, not to exceed sixty (60) days from notification to the Customer. If Customer fails to implement remedial action within the designated timeframes then, upon written notice, Symantec reserves the right to suspend Customer's replication authorization until the remedial measures have been satisfactorily implemented.

For University of Petroleum & Energy Studies

Registrar



Attachment 3

Authorized Third Party Replicator Addendum

Customer selects the following Symantec authorized third party replicator(s) to manufacture Symantec Product media on behalf of Customer under the Agreement:

Not Applicable

Customer understands and agrees that if an above-listed replicator ceases to be authorized by Symantec, Customer will select another Symantec-authorized replicator and shall notify Symantec in writing of such election.

For University of Petroleum & Energy Studies

A handwritten signature in black ink, appearing to be "K" or "KS", written over the text "For University of Petroleum & Energy Studies".

Registrar



Attachment 4

Master Terms

For convenience, these Master Terms may also be used to support other Symantec licensing programs or transactions, if and when Customer and Symantec separately mutually agree to do so. This "Agreement" is comprised of these Master Terms and the Addenda executed under these Master Terms. For purposes of these Master Terms and the Academic Subscription Program, the balance of Customer's Academic Subscription Program Agreement is considered an Addendum.

1. Definitions.

"Addendum" to this Agreement means any contract addendum, including its exhibits or attachments, executed between Symantec and Customer, if that addendum references these Master Terms; an Addendum may supplement or modify these Master Terms. An Addendum may be in a paper form signed by both Customer and Symantec, or may be a standard Symantec online clickthrough Addendum to which Customer electronically chooses to agree.

"Affiliate" of either Customer or Symantec (a "party") means an entity controlled by, under common control with, or controls such party, where control is denoted by fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity.

"Certificate" means the machine-generated certificate sent to Customer by Symantec to confirm a purchase of the relevant Licensed Software and/or Maintenance/Support and/or (at Symantec's discretion) certain Services.

"Documentation" means the user manuals Symantec provides with the Licensed Software.

"EULA" means Symantec's end user license agreement accompanying Licensed Software.

"Licensed Software" means the Symantec software products in object code form, that are commercially available on the relevant in-country price list in effect at the time of Customer's order.

"Maintenance/Support" means the commercially-available Symantec maintenance/technical support services Customer orders for the Licensed Software, provided by Symantec in accordance with Symantec's then-current maintenance/support policies and processes.

"MSRP" means Symantec's then-current in-country suggested list price in effect at the time of Customer's order.

"Services" means Symantec's commercially-available professional services offerings, subject to the terms and conditions of the relevant Services Agreement (as defined in Section 3) in effect at the time of Customer's order.

"Subscription Software" means Licensed Software licensed on a non-perpetual (term-limited) basis, as set forth in the applicable Addendum or Certificate.

"Territory" means the applicable country/ies or geographic area(s) in which Customer and/or Customer's Affiliates are authorized to order, install and use the Licensed Software, as set forth in the applicable Addendum.

"Use Level" means the license use meter or model, including operating system or machine tier limitation, if applicable, by which Symantec measures, prices and sells the right to use a given Licensed Software product, in effect at the time an order is placed, as indicated in the relevant Addendum, Certificate or EULA, in that order of precedence.

2. License Grant and Restrictions. Symantec grants Customer, a non-exclusive, non-transferable license in the applicable Territory to use the Licensed Software in accordance with the Documentation, solely in support of Customer's internal business operations, in the quantities and at the Use Levels purchased from Symantec. The term of each Licensed Software license granted under this Agreement is perpetual, except for Subscription Software for which Customer purchases a non-perpetual term-limited license as indicated in an applicable Addendum or Certificate. Customer may make a single uninstalled copy of the Licensed Software and Documentation

for archival purposes. For each Licensed Software product, the other license terms and restrictions of the EULA for that product also apply. For any non-software products Customer purchase under this Agreement, the terms and conditions for those products shall be as set forth in the applicable Certificate and/or EULA.

Customer may allow consultant(s) or outsourcer(s) to use Customer's Licensed Software licenses to deliver dedicated services to Customer and Customer's Authorized Affiliates, so long as such use is consistent with Customer's own permitted scope of use and is compliant with the terms of this Agreement. Customer agrees Customer is responsible for such third party access and use of the Licensed Software, to the same extent as if such consultant(s) or outsourcer(s) were Customer's employees.

If Customer purchase a Licensed Software license designated for Home Use, where available, then Customer may allow Customer's or Customer's Authorized Affiliate's employee or dedicated consultant to use one copy of such Licensed Software on their personal home computer, provided such equipment is not owned or provided by Customer or Customer's Authorized Affiliate, and provided such individual also has a computer licensed for such product at Customer's/Customer's Authorized Affiliate's corporate offices, but only for so long as such individual remains Customer's or Customer's Authorized Affiliate's employee or dedicated consultant. The number of Home Use copies made and used cannot exceed the number of Home Use licenses purchased.

3. Maintenance/Support and Services. If Customer purchases Maintenance/Support, it is provided and performed subject to Symantec's then-current policies and processes. If Customer wishes to purchase Services, the Services may require execution of a Services Addendum, other separate services agreement and/or Statement of Work, or Symantec may provide the Services under the terms of a Certificate, at Symantec's discretion.

4. Warranty Protection. Symantec's standard stated warranties, remedies and disclaimers apply, as indicated in the relevant EULAs and/or Certificates for the Licensed Software Customer purchase.

5. Intellectual Property Claims. If anyone makes a claim against Customer that the Licensed Software infringes any intellectual property right, Symantec will defend, indemnify and hold Customer harmless from that claim. However, Symantec will only do so if Customer (a) notifies Symantec of the claim in writing, as soon as Customer learn of it; and (b) cooperates fully with Symantec in connection with Symantec's defending against the claim, and (c) allows Symantec to solely control the defense including related settlement negotiations about the claim, so long as Customer has not prejudiced Symantec's ability to defend the claim, and has not separately settled the claim.

If Customer is prohibited from using the Licensed Software due to the infringement claim, or if Symantec believe in Symantec's sole opinion that the Licensed Software is likely to become the subject of an infringement claim, then Symantec will do one of the following: Symantec will either obtain for Customer the right to keep using the Licensed Software, or modify the Licensed Software to make it non-infringing, or replace it with a non-infringing version that is substantially comparable in functionality, in which case Customer will stop using any infringing version of the Licensed Software. However, if Symantec

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For University of Petroleum & Energy Studies

Registrar

decide in Symantec's sole opinion that none of the previous options are commercially reasonable, Symantec may terminate Customer's license and Symantec's obligations under this Agreement for the affected Licensed Software, in which case Symantec will refund to Customer the entire license fee Customer paid for the relevant Licensed Software, plus a pro-rated refund of any unused, prepaid maintenance fees for the applicable Licensed Software.

In any case, Symantec's obligations under this provision do not apply to infringement claims where the claim is based on: Licensed Software modified by someone other than by Symantec or its representatives; or combination of the Licensed Software with any product not specifically authorized by Symantec to be combined with the Licensed Software; or use of the Licensed Software in a way inconsistent with the Documentation and this Agreement; or Customer's continued use of the infringing Licensed Software after Symantec gave or offered Customer any modified or replacement non-infringing Licensed Software for no additional charge. This provision describes Symantec's sole liability and Customer's exclusive remedy for infringement claims.

6. LIMITATION OF LIABILITY. EXCEPT WHERE LIMITED BY APPLICABLE LAW, THE FOLLOWING APPLIES EVEN IF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT FAILS, AND REGARDLESS OF THE LEGAL BASIS FOR A CLAIM: IN NO EVENT SHALL EITHER CUSTOMER OR SYMANTEC (A "PARTY") BE LIABLE TO THE OTHER OR TO ANYONE FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT. THE FOREGOING APPLIES, EVEN IF THE PARTY, ITS RESELLERS, SUPPLIERS OR AGENTS HAVE BEEN TOLD SUCH DAMAGES UNDER (i) or (ii) MIGHT OCCUR. EXCEPT FOR CUSTOMER'S LIABILITY ARISING FROM CUSTOMER'S BREACH OF LICENSE USE RIGHTS, RESTRICTIONS OR LIMITATIONS UNDER THIS AGREEMENT, NEITHER CUSTOMER'S NOR SYMANTEC'S MAXIMUM LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE FEES PAID OR OWED FOR THE LICENSED SOFTWARE, MAINTENANCE/SUPPORT OR SERVICES GIVING RISE TO THE CLAIM (REGARDLESS OF THE LEGAL BASIS FOR THE CLAIM). NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT A PARTY'S LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

7. Confidentiality.

7.1 "Confidential Information" means the non-public information that is exchanged between the parties, provided that such information is: (a) identified as confidential at the time of disclosure by the disclosing party ("Discloser"), or (b) disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information ("Recipient"). A Recipient may use the Confidential Information that it receives from the other party solely for the purpose of performing activities contemplated under this Agreement ("Purpose"). For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient shall hold the Confidential Information in confidence and not disclose the Confidential Information to any third party. A Recipient shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its Affiliates, agents and independent contractors with a need to know in

order to fulfill the Purpose who have signed a nondisclosure agreement at least as protective of the Discloser's rights as this Agreement.

7.2 This provision imposes no obligation upon a Recipient with respect to Confidential Information which: (a) is or becomes public knowledge through no fault of the Recipient; (b) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (c) is rightfully received by the Recipient without any duty of confidentiality; (d) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (e) is independently developed by the Recipient without use of the Confidential Information. The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (i) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure; and (ii) discloses only as much of the Confidential Information as is required. The Recipient's obligations with respect to the Confidential Information hereunder will survive any termination of the Agreement. Upon request from the Discloser or upon termination of the Agreement, the Recipient shall return all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same.

7.3 Each party will retain all rights, title and interest to such party's Confidential Information. Neither party to this Agreement acquires any patent, copyright or other intellectual property rights or any other rights or licenses under this Agreement except the limited right to use for fulfillment of the Purpose, as set forth in section 7.1 above. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser shall be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof. Nothing in this provision shall be construed to preclude either party from developing, using, marketing, licensing, and/or selling any product or service that is developed without use of the Confidential Information.

8. Verification. During the term of this Agreement, but not more than once annually, Symantec may request that Customer conduct a self-audit and submit a certified report to verify compliance with this Agreement. To assist Customer with the provision of this report, Symantec may provide tools to assist Customer with compiling the required information, or Customer may choose to use industry-standard reporting tools, which are mutually acceptable to both parties. In addition, once annually, Symantec may verify Customer's compliance with this Agreement by reviewing (after five (5) business days' prior written notice) Customer's use and deployment of the Licensed Software. All audits will be performed during Customer's regular business hours with minimal disruption to Customer's ongoing business operations and will be subject to Customer's reasonable safety and security policies and procedures. If Symantec elect to use a reasonably acceptable independent public accounting firm for the audit, then if Customer require the audit firm to sign a nondisclosure agreement ("NDA"), that NDA will not prevent the firm from disclosing its audit results to Symantec. Customer will pay Symantec for any discovered unauthorized deployments of Symantec products, at the undiscounted license list price in effect as of the audit completion date ("List Price"), unless otherwise mutually agreed. If the audit discovers that the List Price value of Customer's non-compliant Symantec software deployment exceeds five (5%) percent of the total List Price value of the Licensed Software Customer paid for, Customer will also pay the audit firm's reasonable costs. Otherwise, Symantec will be responsible for the audit costs.

9. Term and Termination.

9.1 Term. Unless these Master Terms or an Addendum is terminated as described below, these Master Terms will continue to



apply indefinitely, and each Addendum shall continue to apply for the term set forth in such Addendum.

9.2 Termination.

(a) *Convenience.* Either Symantec or Customer may terminate this Agreement for convenience upon thirty (30) days prior written notice. However, termination for convenience will not affect any Addendum for the remainder of its stated term; instead, the termination will be applied as a non-renewal (except in cases where non-renewal is not a stated option under such Addendum). Termination for convenience also will not affect Customer's right to use previously-purchased Licensed Software through the term of its license, nor any Maintenance/Support Customer purchased before termination.

(b) *Cause.* If either Customer or Symantec fail to comply with an important obligation or term of this Agreement or related Addendum this will be considered a "material breach" or "cause." If the material breach is still not corrected thirty (30) days after the breaching party receives written notice of it, then the non-breaching party may terminate this Agreement and related Addenda. This section does not apply to or replace an exclusive stated remedy, for intellectual property claims or warranty claims for which an exclusive stated remedy is provided under this Agreement. If Symantec terminates this Agreement for a material breach, Customer must immediately stop using and destroy all copies of the Licensed Software in Customer's and Customer's Affiliates' possession or control, including any master copies. If Symantec requests in writing, Customer must also (within ten (10) days) certify in writing to Symantec through a corporate officer that all such copies have been destroyed.

(c) *Insolvency.* Either Customer or Symantec may terminate this Agreement and related Addenda on written notice, or reject any pending order, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any involuntary proceeding, or if the other party otherwise stops or threatens to stop doing business (an "Insolvency Proceeding"). If Symantec terminates this Agreement due to Customer's becoming the subject of an Insolvency Proceeding then, provided Customer are current with all Customer's other obligations under the Agreement, Customer's prepaid licenses for Licensed Software will not be terminated. In any case, Symantec retains all rights and interests under all applicable law, including without limitation, all rights set forth in 11 U.S.C. Section 365 in the United States, or other applicable laws in other jurisdictions, protecting the Licensed Software and Symantec's rights in connection with such software.

(d) *Survival.* The following provisions of this Agreement survive termination of this Agreement: restrictions on use of intellectual property, verification/audit, limitations on liability and disclaimers of warranties and damages, and Customer's payment obligations accrued prior to termination. In addition, Customer's license rights in Licensed Software and Customer's right to receive Maintenance/Support purchased prior to termination shall survive such

termination, except where Symantec terminates for cause or an Insolvency Proceeding.

10. General. If any part of this Agreement is found illegal or unenforceable, then that provision will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will remain in effect. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other right for subsequent breach or default. If Symantec fulfills Customer's or Customer's Affiliates' order(s), and Customer's request is subsequently found to be inconsistent with the terms of this Agreement, then Symantec's fulfillment of the order(s) shall not be deemed a waiver of Symantec's rights under this Agreement. Any later changes to this Agreement must be agreed to either in a written paper document referencing this Agreement and manually signed by both Customer and Symantec, or by Customer's electronic acceptance of standard Symantec online terms. Customer cannot assign (transfer ownership in) Customer's rights in individual Licensed Software licenses nor assign parts or all of this Agreement, without Symantec's prior express written consent. Symantec will not unreasonably withhold or delay consent. If Customer's ownership (control) changes, that will be considered an assignment. Only the parties to this Agreement (specifically, Symantec or Customer) are entitled to enforce any term of this Agreement. However, if Customer and Symantec separately mutually agree in writing that any rights and/or obligations under this Agreement are assigned or novated to a third party (an "Assignee"), then this paragraph shall not prevent the Assignee from benefiting from or enforcing any such assigned or novated rights. If there is any conflict between the following documents, their terms shall apply in the following order: the terms of any Addendum, these Master Terms, the Certificates, and the EULA. This Agreement replaces any other agreement or understanding between Customer and Symantec that may have previously existed or currently exists relating to the same subject matter. A party is excused from its performance obligations (other than payment obligations) for so long as (and to the extent that), it is prevented from performing due to unforeseen circumstances or to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, regulatory requirements, shortages of transportation, facilities, fuel, energy, labor or materials. All notices required to be sent hereunder shall be in writing addressed to the party's corporate headquarters, with a simultaneous copy to the attention of the receiving party's Legal Department/General Counsel. Notices shall be effective upon receipt, and shall be deemed to have been received as follows: (a) if personally delivered by courier, when delivered; (b) if mailed by first class mail, on the fifth business day after deposit in the mail with the proper address; or (c) if by certified mail, return receipt requested, on the date received.

For University of Petroleum & Energy Studies

Registrar

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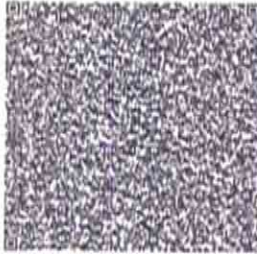
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Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL92123402980570N
Certificate Issued Date	: 14-Dec-2015 01:14 PM
Account Reference	: IMPACC (IV)/ dl717803/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL71780382412509185643N
Purchased by	: UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
Second Party	: ARK INFOSOLUTIONS PVT LTD
Stamp Duty Paid By	: UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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

This Stamp Paper is an Integral Part of 1st Addendum
Executed b/w University of Petroleum & Energy Studies &
ARK Infosolutions (P) Ltd.

For University of Petroleum & Energy Studies



Registrar

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.sholestamp.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.



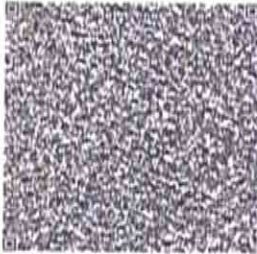
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Government of National Capital Territory of Delhi

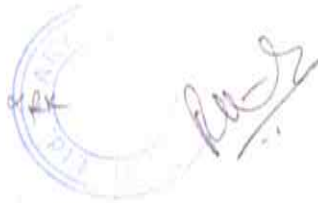
e-Stamp

Certificate No.	: IN-DL92123126576015N
Certificate Issued Date	: 14-Dec-2015 01:14 PM
Account Reference	: IMPACC (IV)/ dl717803/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL71780382412923485692N
Purchased by	: UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
Second Party	: ARK INFOSOLUTIONS PVT LTD
Stamp Duty Paid By	: UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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

THIS Stamp Paper is an Integral part of Master Education
Service Agreement executed B/w ARK INFOSOLUTIONS (P) LTD &
UNIVERSITY OF PETROLEUM & ENERGY STUDIES



For University of Petroleum & Energy Studies

[Signature]

Registrar

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.sholestamp.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.

MASTER EDUCATION SERVICE AGREEMENT

This Agreement is executed at New Delhi on 22nd December 2015.

BETWEEN

University of Petroleum & Energy Studies (UPES), having its Main Campus at Energy Acres, Bidholi, Dehradun and head office at 210, II Floor, Okhla Industrial Area Phase - 3, Delhi 110020 (Hereinafter referred as "UPES" which expression shall, unless it is repugnant to the meaning or context hereof, is deemed to mean and include its successors in business and assigns) represented herein by Mr Abhay Sharma, Registrar:

AND

M/s. ARK Infosolutions Private Limited, a Private Limited Company duly incorporated under the Companies Act, 1956 having its Registered Office situated at 4428, Ganesh Bazar, Cloth Market, Delhi - 110006. ARK Infosolutions Pvt. Ltd. is a leading value added distributor of Technology products in India. (Hereinafter referred to as 'the ARK', which expression shall, unless it is repugnant to the meaning or context thereof, be deemed to mean and include its successors in business and assigns) represented herein by Mr Rishi Khemka, Director.

(UPES and ARK are collectively referred to as 'Parties' and individually as 'Party')

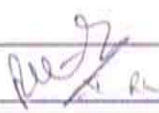
WHERE AS:-

UPES has requested ARK to deliver skill development courses aimed to develop & improve the Creative & Life Skills of all interested students at the UPES's Premises. The courses are focused on the CAD/CAM/CAE/Animation/Gaming/Robotics area looking at today's scenario where students are growing in a Digital World around them.

NOW, THIS MOU WITNESSETH AS UNDER: -

COVENANTS FOR UPES

1. UPES shall provide all the necessary infrastructural amenities & logistics like Computers (as per the required configuration), Electricity, Projector, Lab Space, etc. as suggested / directed by ARK without alleging or claiming anything from ARK except as set forth in the agreement herein.
2. All the running expenses for imparting the session in any manner whatsoever shall be borne by the UPES only.
3. UPES shall support & assist ARK in all manners to run / deliver the sessions / programs effectively & efficiently.

ARK 	University of Petroleum & Energy Studies
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4. UPES hereby ensures that minimum number of students as specified in the respective sub contract agreement shall enroll for the said program courses.

COVENANTS FOR ARK

1. ARK will impart the necessary skills/ education development courses to the students of the UPES as mentioned in the Sub Contract Agreement.
2. ARK will provide the qualified instructor; curriculum as mutually agreed to guide and imparts the respective courses education to the enrolled students.
3. ARK 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 agreement is protected, kept confidential and not disclosed to any third party unless required to do so in due course of law with intimation of such proposed disclosure to UPES.
4. ARK 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, 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. ARK shall also ensure that any possible conflict of interest situation is brought to the notice of UPES immediately.

CONSIDERATION

UPES shall pay to ARK necessary fee as mentioned in the subcontract for the course mentioned therein.

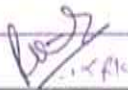
MISCELLANEOUS

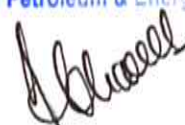
1. UPES & ARK hereby agree that ARK will commence the respective sessions at the UPES's premises only on mutually agreed schedule by delivering sessions. Further, if required any additional sessions will be provided on the terms & conditions as may be mutually agreed by the parties.
2. Parties hereby agree that the subcontract executed between the parties for the carried courses, shall be regulated in the terms as mentioned in the Master Service Agreement herein.
3. Parties hereby agree that the effective date of this agreement shall be date on which the agreement is signed and the agreement will be valid till 3 years from date of signing or any other due date as mentioned in the Subcontract agreement for the respective program and the same may be renewed for further period on mutual agreed terms.

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4. Parties hereby agree that ARK is permitted to display their status of being a service provider at UPES's reception/admission desks, notice boards and other places as agreed by the UPES.
5. Parties hereby further agree that during the term of this agreement or any other sub contract agreement UPES shall not in any manner whatsoever, make arrangement, associate, appoint the instructors provided by ARK as its regular faculty, consultant etc.
6. It is hereby agreed between the parties that during the existence of this agreement and 3 years thereafter, UPES shall not in any manner whatsoever make arrangement, associate, appoint, the faculty as its regular faculty, consultant, advisor, trainer.
7. Either party may terminate this arrangement by giving a prior 30 days' notice in writing to the other party. Provided that any on going activity in pursuance of this agreement shall be taken to its logical conclusion despite premature termination mention herein.
8. Parties hereby further agree that all intellectual property viz. trademark, logo, including but not limited to the curriculum, products, activities, outputs etc., shall only belong to ARK only either created by students during the sessions or otherwise.
9. UPES hereby authorizes ARK for the duration of this agreement, to use the UPES's logo, name, URL, curriculum pictures etc. on the social networking websites, or to take any measures to promote the educational programme.
10. ARK shall not be held liable to the UPES for any loss, delay or damage occasioned by act of god, or Govt. Policies, fires, floods, explosions, epidemics, strikes, Amendment in UPES schedule, timings etc. which prevents performance of ARK under this MOU and the same shall not restricts the rights of ARK to collect the professional fee from the UPES.
11. Each & Every subcontract agreement executed between the parties shall be deemed to be part & parcel of this agreement and shall be regulated in accordance to the terms as mentioned hereunder.
12. This agreement shall not be amended, assigned or transferred by either party without the written consent of the other party
13. If any dispute or difference of any kind whatsoever arise between the parties in connection with or arising out of this agreement /understanding or any part

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thereof, such dispute or difference shall be referred to an acceptable Sole Arbitrator under the provisions of the Indian Arbitration and Conciliation, 1996 or any enactment or modification thereunder. The Sole Arbitrator shall be appointed by ARK. The venue of Arbitration shall be at New Delhi and the language shall be in English. This agreement shall be governed exclusively by the laws of India jurisdiction shall be vested exclusively in the courts at New Delhi.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

For ARK Infosolutions (P) Limited



Rishi Khemka (Director)



For University of Petroleum & Energy Studies

For University of Petroleum & Energy Studies



Registrar

Abhay Sharma (Registrar)

Witness:-

Name

Address

Witness:-

Name

Address

For University of Petroleum & Energy Studies

Registrar

ARK

University of Petroleum & Energy Studies

SUB CONTRACT AGREEMENT - 1

This Sub Contract Agreement is executed at New Delhi on December 22, 2015.

BETWEEN

University of Petroleum & Energy Studies (UPES), having its head office and the UPES at Bidholi, Via Prem Nagar, Dehradun, Uttarakhand 248007 (Hereinafter referred as 'UPES', which expression shall, unless it is repugnant to the meaning or context hereof, is deemed to mean and include its successors in business and assigns), represented herein by Mr Abhay Sharma, Registrar

AND

M/s. ARK Infosolutions Private Limited, a Private Limited Company duly incorporated under the Companies Act, 1956 having its Registered Office situated at 4428, Ganesh Bazar, Cloth Market, Delhi - 110006. ARK Infosolutions Pvt. Ltd. is a leading value added distributor of Technology products in India. (Hereinafter referred to as 'the ARK', which expression shall, unless it is repugnant to the meaning or context thereof, be deemed to mean and include its successors in business and assigns) represented herein by Mr Rishi Khemka, CEO & Director.

WHEREAS;

The above agreement is executed in continuation to the Master Service Agreement executed between the said parties on 01 December 2015. This subcontract agreement defines the Program Education course to be rendered, the terms and conditions and the consideration in lieu of the said educational course.

TERMS ARE MENTIONED HEREUNDER:-

<u>NAME OF PROGRAM/COURSE</u>	- Basic course on ANSYS CFD
<u>VENUE</u>	- College campus
<u>Min No. of participants</u>	- 70
<u>DURATION OF PROGRAMME</u>	- 40 hours (5 days) + 3 Days (Mini Project)
<u>CERTIFICATION</u>	-ANSYS certification for each student on successful completion of the course and project
<u>SOFTWARE LICENSING</u>	-Education License for latest version of ANSYS during duration of training will be provided by UPES

ARK	For University of Petroleum & Energy Studies University of Petroleum & Energy Studies
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Deliverables from ARK

1. Experienced and qualified faculty for conducting the Training
2. Course completion certificate from ANSYS for every student

Deliverables from UPES

1. UPES shall provide lab with LAN connectivity and Projector along with Computer (as per the required configuration) installed with ANSYS software

CONSIDERATION

1. UPES will issue Purchase Order to ARK for training programme "Basic course on ANSYS CFD"
2. UPES will pay ARK professional fees per student as a consideration for this programme as specified in below table.

Training Program	Rate Per student INR	Service Tax 14.5% INR	Total INR
Basic course on ANSYS CFD	5000	725	5725

Note:- Any statutory levies or taxes including GST imposed or enhanced by the government in future the same shall be borne by UPES only.

3. UPES will make payment to ARK before commencement of the course. However, full payment shall be refunded to UPES in the event of non-conduct of training program by ARK as per schedule.

For ARK Infosolutions (P) Limited



Authorized Signatory

Name Rishi Khemka

CEO & Director



For University of Petroleum & Energy Studies

For University of Petroleum & Energy Studies



Authorized Signatory

Registrar

Name - Abhay Sharma

Registrar

ARK	University of Petroleum & Energy Studies
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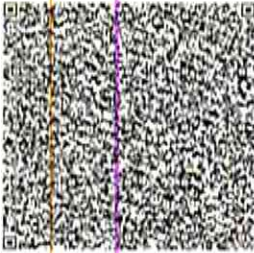
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL448427080320590
Certificate Issued Date	: 03-May-2016 02:59 PM
Account Reference	: IMPACC (IV)/ dl840403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL840403887847973843400
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.)	: 10 (Ten only)



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EDUCATIONAL SERVICES AGREEMENT

This EDUCATIONAL SERVICES AGREEMENT ("Agreement") is executed this 3rd day of May, 2016, by and between

Blaise

Registrar

MM

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.

Shi

New School of Architecture and Design, LLC, a limited liability company organized under the laws of the State of California, U.S.A. ("NSAD" which shall be deemed to include its successors and permitted assigns) with its principal place of business in San Diego, California

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, Uttarakhand, India (hereinafter referred to as "UPES") through its Registrar, Mr. Abhay Sharma, which shall be deemed to include its successors and permitted assigns)

(NSAD and UPES are hereinafter individually referred to as a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, UPES is a Private University offering specialized under-graduate and post-graduate programs in Energy, Infrastructure, Transport and allied sectors leading to the issuance of educational degrees recognized by laws in India

WHEREAS, NSAD is accredited by the Western Senior College and University Commission, Inc. ("WASCUC") and it has created an online platform and Academic Support Services (as more fully described herein) for the delivery of certain proprietary intellectual property designed to teach students the knowledge and skills they need to pursue careers in various fields as described in Sections 1.5, 2.2, and 3.1 ("Educational Package");

WHEREAS, both Parties desire to enter into an arrangement in order to enable UPES's students to benefit from the teaching knowledge and skills of NSAD with respect to imparting education that forms a part of educational course curriculum subject to the terms and conditions of this Agreement; and

WHEREAS, in connection with the foregoing, NSAD is willing to enter into such an Agreement and perform certain academic support services for UPES.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar



ARTICLE 1

DEFINITIONS

1.1 **"Academic Program Fee"** has the meaning set forth in Section 7.1.

1.2 **"Confidential Information"** of a Party means all information relating to this Agreement or received by the other Party in the course of negotiating or performing under this Agreement, that is or should reasonably be understood to be confidential or proprietary information of, or concerning, such Party, including trade secrets, commercial, financial, and technical information, customer or client lists, programs, procedures, data, documents, computer information and databases, business plans, budget forecasts, business arrangements, information regarding specific transactions, financial information and estimates, and long-term plans and goals, and any information relating any underlying intellectual property conveyed pursuant to this Agreement.

1.3 **"Enrollment Report and Final Enrollment"** has the meaning set forth in Section 7.2.

1.4 **"Losses"** has the meaning set forth in Section 10.1.

1.5 **"Licensed Intellectual Property"** includes the following materials owned by Fleet Street International Universities, CV, Netherlands ("Fleet Street"), and to which NSAD has the right, by separate agreement, to deliver through the online platform and with the Academic Support Services as further described herein (and in particular Sections 2.2 and 3.1 and Schedule A): courses and supporting course materials including, but not limited to, course notes, course reference sheets, set texts, assignment examples, homework, practical written exams, patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, database rights, design rights, rights afforded equivalent protection to copyrights, trademarks, service marks, logos, domain names, business names, moral rights, and all registrations or applications to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passing off any renewals, revivals or extensions of any of these rights.

1.6 **"LDU Mark(s)"** means the trademarks and service marks of Nuova Accademia, SRL, Italy, d/b/a The Domus Academy ("Domus Academy"), Italy, as identified in Schedule B. Additional members of the LDU Network (collectively the LDU Provider Institutions) and their approved LDU Marks may be added to this list upon mutual agreement of the Parties.



1.7 **"LDU Network"** refers to those schools that may be identified from time to time by Laureate Education, Inc., as being schools within of its Global Product Services division.

1.8 **"Student"** shall mean those students of UPES who have enrolled for one or more courses of Educational Package.

1.9 **"Tax"** shall mean any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

1.10 **"Tax Deduction"** shall mean any withholding tax levied by the country from which UPES makes the payments.

1.11 **"Term"** has the meaning set forth in Section 12.1.

1.12 **"Third Party Claim"** has the meaning set forth in Section 10.3.

1.13 **"VAT"** shall mean value added tax or any similar tax of a similar nature under the laws of any applicable jurisdiction.

1.14 **"Net Revenue"** means gross revenue from Educational Package minus returns and allowances for each such calendar year.

ARTICLE 2 **ACADEMIC PROGRAM**

2.1 **Purpose.** The purpose of this Agreement is for NSAD to enable UPES to offer its students the Educational Package as a part of the course curriculum leading to the issuance of the degrees for programs offered by UPES

2.2 **Educational Package.** The Educational Package, an online program consists of two elements as described below and further described in Schedule A: (1) the online course, and (2) academic strategic support to ensure appropriate instructional delivery as per NSAD's high standards. Courses may be added or removed under the Educational Package by the mutual agreement of the Parties.

2.3 **Assessment.** NSAD will be responsible for the grading of all Student work and provide information back to UPES. UPES shall be finally responsible to review NSAD's assessment and UPES shall award certificates as it sees fit based on its Student's performance. Such assessment and performance shall determine the credits awarded to the students enrolled for the programs offered by UPES

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



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2.4 **Program Admission Criterion.** The Parties acknowledge and agree that UPES shall be solely responsible for admitting UPES's students into the Educational Package as per admission criteria of the UPES.

2.5 **Certificate of Attendance.** Students will receive a 'Certificate of Attendance' from Domus Academy as described in Schedule C. Other certificates in similar form from other LDU Provider Institutions may be added by mutual agreement of the Parties from time to time.

ARTICLE 3 **USE OF LICENSED INTELLECTUAL PROPERTY**

3.1 **Reservation of Rights.** Nothing in this Agreement shall be deemed in any way to constitute a transfer or assignment by NSAD to UPES of any of the underlying Licensed Intellectual Property, nor shall this Agreement be construed to grant to UPES any rights in the Licensed Intellectual Property other than as expressly provided herein. UPES's and NSAD's right to use the Licensed Intellectual Property has been granted to UPES and NSAD by Education Trademark, BV, Netherlands, by separate agreements and each Party hereby warrants to the other that it has the right to use the Licensed Intellectual Property for the purposes of and to the extent contemplated by this Agreement.

3.2 **No Exclusivity.** Nothing in this Agreement shall preclude NSAD from providing access to the Licensed Intellectual Property and/or support services related to the delivery of the Licensed Intellectual Property to any third party.

3.3 **Usage Limitations.** NSAD will provide students with a user id and password which will give them access to the Academic Program to attend the course. UPES shall not offer to sell, export or market or allow a third party to use, offer to sell, sell, export or market the Licensed Intellectual Property or any other intellectual property delivered or owned by NSAD.

3.4 **UPES Branding of Educational Package.** UPES is authorized to offer the Educational Package to its students as an embedded part of UPES's curriculums without any obligation of referencing NSAD or the LDU Provider Institutions. UPES is authorized to use the LDU Marks in referencing the Educational Package.

ARTICLE 4 **ACADEMIC SUPPORT SERVICES**

4.1 **Responsibilities.** Subject to the terms and conditions of this Agreement and payment of the applicable Academic Program Fees, NSAD hereby agrees to provide UPES with the support services identified in this Article ("Academic Support Services").

4.2 NSAD will provide a qualified and experienced NSAD Program Manager to facilitate communications with UPES throughout the duration of this Agreement.

4.3 **Performance Standards.** NSAD shall provide and support the Educational Package and perform its obligations hereunder (1) in a workmanlike fashion and in accordance with industry standards and (2) with at least the same level of performance, completeness, care and attention used by NSAD to perform such services for itself prior to the Effective Date. The Parties also agree that each Party shall perform its respective obligations hereunder in compliance with all applicable laws.

4.4 **Academic Support Resources.** With regard to the delivery of the Educational Package, NSAD shall provide 1) instructional delivery consistent with the terms and intent of this Agreement; 2) student support directly related to student performance in the programs offered under the Educational Package and related faculty interaction and online presence; and 3) access by Students to NSAD Blackboard and/or other IT resources necessary to the delivery of the Educational Package.

4.5 **UPES Responsibilities.** UPES will be responsible for marketing, enrolling and registering the students in the Education Package. All non-academic student support will also be managed out of UPES. In connection with providing the Academic Support Services hereunder, UPES shall make available to NSAD and NSAD shall make available to UPES on a timely basis all data, information and other materials within the Party's control which are reasonably necessary to perform the Academic Support Services subject to mutual agreement of the Parties.

4.6 NSAD shall use its best efforts to ensure that the Students are treated with the same degree of care that it would treat its own students and shall address Student complaints within a reasonable period of time.

ARTICLE 5

ACCREDITATION AND QUALITY ASSURANCE

5.1 **WASCUC Accreditation.** NSAD is regionally accredited by WASCUC. Any inquiries regarding accreditation status by WASCUC should be directed to NSAD.

5.2 **UPES Accreditation.** UPES shall be solely responsible for obtaining any and all necessary approvals from its accreditation agency necessary to offer the Educational Package, to extent applicable under this Agreement. UPES shall be solely responsible for compliance with any local registration or notarization requirements. UPES will be required to implement all necessary changes required by NSAD which arise from the policies of its accreditation body.



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5.3 **Quality Assurance.** NSAD shall deliver and provide Academic Support Services for the Educational Package in conformity with the highest academic standard and levels of student satisfaction. NSAD is committed to the general principle that all programs of study affiliated with its name shall meet NSAD standards of education. In furtherance of this commitment, the Parties acknowledge and agree the following standards shall be applied to the program:

(a) **Instructional Program.** NSAD shall provide UPES with specifications with regard to NSAD requirements for resources needed to support the Educational Package including, but not limited to, IT support, and other student support resources not otherwise covered in this Agreement.

(b) **Educational Package.** NSAD shall ensure that (1) the Educational Package reflects the nature of its educational program approach; and (2) Educational Package is designed to support the development of superior competencies. The NSAD Program Manager and the UPES Program Coordinator (hereinafter defined) shall be responsible for conducting a review of the Educational Package on an annual basis. The results of such annual review shall be used to identify opportunities for improvements in the delivery of the Educational Package.

(c) **Program Oversight.** The UPES Program Coordinator (hereinafter defined) and NSAD Program Manager shall review on an annual basis the Educational Package and related services and resources to ensure (1) the consistency of materials used for delivery of the Program, and (2) that the assessment models are appropriate. UPES shall bear the full costs for the UPES Program Coordinator for the Educational Package and NSAD shall bear the full costs for the NSAD Program Manager.

(d) **UPES Program Coordinator Standards.** The UPES Program Coordinator shall be appointed by UPES and shall be responsible for managing all aspects of the UPES portion of the program and for preparing and providing regular reports to NSAD on program delivery and the overall operation of the program. It is required that the UPES Program Coordinator to be fluent in English.

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



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ARTICLE 6
COMPLIANCE AND LICENSED INTELLECTUAL PROPERTY

6.1 **Compliance With Laws.** UPES agrees that the services provided by UPES by using the Licensed Intellectual Property shall comply with all applicable local and national laws, rules, regulations and requirements of any relevant governmental authority. UPES acknowledges and agrees that it shall be solely responsible for compliance with any local rules, regulations and/or requirements necessary to comply with the terms of this Agreement.

6.2 **Notification of Infringement.** UPES shall immediately notify NSAD and provide NSAD with all relevant background information upon becoming aware of any infringements, potential infringements, imitations, or illegal use or misuse of the Licensed Intellectual Property. NSAD shall have the exclusive right, in its sole discretion, to take actions to terminate infringements or possible infringements of the Licensed Intellectual Property. However, if requested, UPES join as a Party or in such other capacity as requested by NSAD in any infringement action. All costs of the litigation shall be borne by NSAD. NSAD shall control the litigation and be entitled to any recovery.

6.3 **Registrations.** NSAD shall have the exclusive right to prosecute and maintain any registrations, copyrights, trademarks, patents, or applications included in the Licensed Intellectual Property.

6.4 **Confidentiality.** Each Party shall maintain in confidence all Confidential Information of the other Party and shall not disclose such Confidential Information to any third party, except to those of its employees, students and contractors as necessary in connection with such Party's activities as contemplated by this Agreement. In maintaining the confidentiality of Confidential Information, each Party shall exercise the same degree of care that it exercises with its own confidential information and in no event less than a reasonable degree of care. Each Party shall ensure that each of its employees and contractors holds in confidence and makes no use of the Confidential Information of the other Party for any purpose other than those permitted under this Agreement or otherwise required by law.

(a) **Exceptions.** The obligation of Confidentiality contained in this Agreement shall not apply to the extent that (i) either Party is required to disclose information by order or regulation of a governmental agency, stock exchange, or a court of competent jurisdiction; provided, however, that such Party shall not make any such disclosure without first notifying the other Party (when legally permissible) and allowing the other Party a reasonable opportunity to seek injunctive relief from (or a protective order with respect to) the obligation to make such disclosure, or (ii) such Party can demonstrate that (a) the disclosed information was at the time of such disclosure to such Party already in (or thereafter enters) the public domain other than as a result





of actions of such Party or its employees and contractors in violation hereof; or (b) the disclosed information was received by such Party on an unrestricted basis from a source unrelated to any Party to this Agreement and not under a duty of confidentiality to the other Party.

(b) **Injunctive Relief.** Each Party acknowledges and confirms that the Confidential Information constitutes proprietary information or trade secrets valuable to the other Party, and that the unauthorized use, loss or outside disclosure of such Confidential Information shall be presumed to cause irreparable injury to the other Party. Each Party acknowledges that monetary damages are not a sufficient remedy for unauthorized disclosure of Confidential Information of the other Party and that the other Party shall be entitled, without waiving other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. The Parties agree that no bond need be posted by NSAD if it seeks injunctive relief. The Parties acknowledge and agree that this Section 6.4 shall not limit the injunctive relief, rights or other remedies available to the Parties to the extent permitted by law.

(c) **Return of Information.** Without prejudice to any other rights provided herein, upon termination of this Agreement, each Party shall return to the other Party or destroy all Confidential Information of the other Party in its possession or control, including any copies or reproductions thereof.

ARTICLE 7

ACADEMIC PROGRAM FEE

7.1 **Academic Program Fee.** In consideration of the rights granted herein for the provision of the Academic Support Services, UPES shall pay to NSAD an Academic Program Fee ("Academic Program Fee") as further described in Schedule D attached hereto which may be amended on mutually agreed terms. Notwithstanding anything herein to the contrary, the Academic Program Fee to be paid by UPES to NSAD shall be determined in good faith by the Parties and shall be consistent with dealing between third parties.

7.2 **Enrollment Tracking.** UPES will provide a weekly enrollment estimate ("Enrollment Report") for each online course noting the number of students enrolled for each start date. The enrollment period will close one week prior to the program start date. Any student enrolled after this deadline may be deferred to the next start date for the program. . A "Final Enrollment Report" will be computed one week after the start of each intake.

7.3 **Invoicing.** NSAD shall invoice UPES for Academic Program Fee based on the Final Enrollment Report as per Section 7.2 within thirty (30) days of each intake. UPES will pay the invoice within forty-five (45) days from receipt. In the event NSAD gives notice to UPES of non-payment and UPES does not cure such non-payment within thirty (30) business days of the date



of receipt of such notice, NSAD shall have no further obligation to the Parties to provide the NSAD Education Package and may seek any other remedies available to it, whether legal, contractual, equitable or otherwise. Any and all documentation and calculations used to determine the amount of the Academic Program Fee shall be made available to either party upon prior written request. Notwithstanding anything herein to the contrary, the Academic Program Fee to be paid by UPES to NSAD shall be determined in good faith by the Parties and shall be consistent with dealing between third parties.

7.4 **Adjustments.** The Parties agree to review and revise the Academic Program Fee in a manner that is consistent with dealings between third parties.

7.5 **Audit.** Both Parties shall maintain complete and accurate files, books and records with respect to those students enrolled in the Educational Package, to the extent permitted by law. UPES will maintain complete and accurate files, books and records with respect to its Enrollment Tracking for a period of not less than three (3) years following the date of a Student's completion of respective program. UPES agrees to allow an independent accountant appointed by NSAD and acceptable to UPES (acting reasonably) to audit and analyze its records relating to the basis for calculating the Academic Program Fee. All information received by NSAD and/or its auditor in connection with an audit hereunder shall be deemed Confidential Information subject to the confidentiality provisions of this Agreement. The expense of any such audit shall be borne by NSAD. Any such audit will be permitted by UPES within thirty (30) days of NSAD's written request, during normal business hours and at times mutually agreed upon by the Parties. If, upon completion of an audit, the independent auditor reasonably determines that there are discrepancies between the Academic Program Fee paid by UPES and the Academic Program Fee due to NSAD, UPES shall make up any payments due to NSAD. If any shortfall identified by the independent accountant is more than 5% of the amount due then UPES shall pay the cost of the audit. Any audit will be made no more than once during any twelve (12) month period. These rights of audit are in addition to and not in substitution for any other rights or remedies available to NSAD.

7.6 **Tax Deduction.** UPES shall (1) make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law and (2) promptly upon becoming aware that UPES must make a Tax Deduction (or that there is any change in that rate or the basis of a Tax Deduction) notify NSAD accordingly. UPES shall withhold or make such deductions and shall promptly deliver to NSAD receipts of applicable governmental authorities showing that all taxes were properly withheld and paid in compliance with applicable law. If NSAD is entitled to an exemption from or reduction of withholding tax under the Tax Laws of UPES's home country or if it applies any benefit or any tax treaty with respect to payments



hereunder, NSAD shall ensure that it will comply with the relevant tax requirements in order to apply for the relief. NSAD shall co-operate in completing any procedural formalities (such as obtaining residency certificates) necessary for UPES to obtain authorization to make payment without a Tax Deduction.

7.7 **Tax Indemnity.** Notwithstanding anything herein to the contrary, UPES shall pay to NSAD an amount equal to the loss, liability or cost that NSAD determines will be or has been (directly or indirectly) suffered for or on account of tax by NSAD in respect of the Agreement. This Section shall not apply (1) with respect to any Tax assessed on NSAD under the law of the jurisdiction in which that NSAD is incorporated, if that tax is imposed on or calculated by reference to the net income received or receivable by NSAD, (2) to the extent a loss, liability or cost is compensated for by an increased payment under Section 7, or (3) against any Taxes and related losses, claims, liabilities, penalties, interest and expenses incurred by or asserted against NSAD by any Governmental Authority as a result of being considered as having a permanent establishment in UPES's home country.

7.8 **VAT.** All amounts set out, or expressed to be payable under the Agreement by UPES to NSAD which in whole or in part constitutes the consideration for VAT purposes, shall be deemed to be exclusive of any VAT which is chargeable on such supply and accordingly if VAT is chargeable on any supply made by NSAD, UPES shall self-assess the VAT (in addition to and at the same time as paying the consideration) and timely remit to the applicable VAT local taxing authority (and NSAD shall promptly provide appropriate VAT documentation to UPES). If any VAT is imposed by UPES's jurisdiction on the amount payable to NSAD, the amount payable to NSAD shall not be reduced by such VAT, rather the self-assessment and payment of such VAT shall be the sole responsibility of UPES.

7.9 **Service Tax.** All amounts set out, or expressed to be payable under the Agreement by UPES to NSAD which in whole or in part constitutes consideration for Indian Service Tax ("Service Tax") purposes, shall be deemed to be exclusive of any Service Tax which is payable on such supply of services. If Service Tax is chargeable on any services provided by NSAD, UPES shall bear the same as a reverse charge of Service Tax (in addition to and at the same time as paying the consideration due to NSAD) and timely remit the applicable SERVICE TAX to the local taxing authority. If any Service Tax is imposed by UPES's jurisdiction on the amount payable to NSAD, the amount payable to NSAD shall not be reduced by such Service Tax, rather such Service Tax, whether on reverse charge basis or otherwise, and payment thereof of such Service Tax shall be the sole responsibility of UPES.

7.10 **Service Tax Liability.** Notwithstanding the agreement of the parties in Section 7.9, if NSAD is liable for Service Tax on a supply of services made under this Agreement, which cannot be reverse charged and



paid by UPES for any reason, UPES must pay to NSAD an amount equal to the Service Tax payable on the said services at the same time and in addition to the consideration for the supply of services. NSAD must provide UPES with a tax invoice or any other documents required by UPES to take credit for the amount paid to NSAD on account of Service Tax.

ARTICLE 8

LDU MARKS

8.1 NSAD, either for itself or through a separate licensing agreement with each of the LDU Provider Institutions, has the authority to sublicense the LDU Marks. In furtherance of the foregoing, subject to the terms and conditions of this Agreement and payment of the applicable License Fee as described in this Article 8, NSAD hereby grants to UPES a nonexclusive, non-indefinite, non-transferable, non-sublicensable right to use LDU Marks for promotion of the Educational Package for the Term of the Agreement.

8.2 Nothing in this Agreement shall be deemed in any way to constitute a transfer or assignment by NSAD or any LDU Provider Institution to UPES of any of the LDU Marks, nor shall this Agreement be construed to grant to UPES any rights in the LDU Marks other than as expressly provided herein. All goodwill and improved reputation generated by UPES's use of the LDU Marks shall inure to the benefit of the respective institution. The rights granted herein to UPES shall be narrowly construed.

8.3 UPES shall not by any act or omission use the LDU Marks in any manner that disparages or reflects adversely on the LDU Marks or on NSAD or any of the LDU Provider Institutions or their businesses or reputations. Nor shall UPES challenge or assist others in challenging NSAD's or LDU Provider Institution's rights and/or ownership in the LDU Marks.

8.4 Nothing in this Agreement shall preclude NSAD or the LDU Provider Institution from using or permitting any third party to use their respective LDU Marks, whether or not such use directly or indirectly competes with UPES's business or use of the LDU Marks in any manner. Notwithstanding the foregoing, nothing in this Article shall prevent NSAD or the LDU Provider Institutions, in their discretion, from marketing and promoting their businesses and/or programs.

8.5 UPES shall not claim for itself or infer any accreditation attributable to NSAD or the LDU Provider Institutions. Subject to the terms of this Agreement, UPES may use the LDU Marks in signage and advertising. UPES must also accurately describe the details of the Educational Package to prospective students and the general public.

8.6 All such uses of the LDU Marks must be approved in writing by NSAD or the respective LDU Provider Institution prior to their use. UPES shall provide such proposed uses to NSAD or the respective LDU



Provider Institution at least four (4) weeks prior to anticipated use. Nothing herein shall be read to prevent NSAD or any LDU Provider Institution from establishing reasonable guidelines for the use and approval of use of its Marks. NSAD and each LDU Provider Institution reserves the right to prohibit UPES from using its marks if such use could reasonably be construed as adversely affecting the respective institutions accreditation.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES

9.1 **Mutual Representations.** Each Party hereby represents and warrants to the other Party as follows:

(a) **Due Authorization.** Such Party is either a corporation or not-for-profit educational institution in each case duly incorporated or partnership or limited liability company duly formed and each is in good standing as of the Effective Date, and the execution, delivery and performance of this Agreement by such Party have been duly authorized by all necessary actions on the part of such Party.

(b) **Due Execution.** This Agreement has been duly executed and delivered by such Party and, with due authorization, execution and delivery by the other Party, constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(c) **No Conflict.** Such Party's execution, delivery and performance of this Agreement does not: (i) violate, conflict with or result in the breach of any provision of the charter or by-laws (or similar organizational documents) of such Party; (ii) conflict with or violate any law or governmental order applicable to such Party or any of its assets, properties or businesses; or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which it is a Party.

(d) **Compliance with Laws.** In performing under this Agreement, such Party shall comply with all applicable laws, rules and regulations.

9.2 **NSAD Representations.** NSAD hereby represents and warrants to UPES as follows:

(a) **Rights to the Licensed Intellectual Property.** NSAD owns or has good and valid license to grant rights in the Licensed Intellectual Property for the term of this Agreement.



(b) The Licensed Intellectual Property does not infringe or conflict with any intellectual property right of a third party. No confidential, proprietary or trade secret information that will be used in performing the NSAD's obligations under this Agreement has been misappropriated from any third party to the best of NSAD's knowledge and belief.

9.3 **UPES Representations.** UPES agrees to fully cooperate with all Parties having ownership rights in the Licensed Intellectual Property so as to have it properly registered under local law and with all proper governmental agencies necessary to provide the Licensed Intellectual Property with full legal, effect, enforceability, and protection.

ARTICLE 10 **INDEMNIFICATION**

10.1 **NSAD Indemnification.** NSAD shall defend, indemnify and hold harmless UPES and its officers, and employees from and against any claims, actions, demands, suits, causes of action, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) ("Losses") arising out of any breach of NSAD's representations and warranties set forth in Article 9.

10.2 **UPES Indemnification.** UPES shall defend, indemnify and hold harmless NSAD and its respective officers, directors, shareholders and employees from and against any Losses arising out of any breach or alleged breaches of UPES's representations and warranties set forth in Article 9 third party claims alleging that the Licensed Intellectual Property infringes the intellectual property rights of a third party, or any third party claims based in whole or in part on its actions or omissions ("Third Party Claims").

10.3 **Third Party Claims.** In the event of a claim by a Party for indemnification under this Article 10 based on a Third Party Claim, such Party shall give the other Party prompt notice of such Third Party Claim, and copies of all papers served upon or received by such Party relating thereto. The indemnifying Party shall have the exclusive right to control the defense of any Third Party Claim and all negotiations for its settlement or compromise, provided that such indemnifying Party shall not have the right to bind the indemnified Party to any payment or non-financial settlement, consent or other agreement without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld or delayed. The indemnified Party shall provide reasonable assistance to the other Party, at such other Party's expense, in connection with the defense of any Third Party Claim. The indemnified Party shall have the right to participate in the defense of such Third Party Claim, at its expense. Each Party shall provide the other Party with prompt notice of any written threat, warning, or notice of any Third Party Claim.



ARTICLE 11
LIMITATION OF LIABILITY

11.1 **DIRECT DAMAGES.** EXCEPT WITH RESPECT TO CLAIMS FOR BREACH OF SECTION 6.4 (CONFIDENTIALITY) AND MISREPRESENTATION IN REGARD TO OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS OR AMOUNTS PAID OR EXPENSES INCURRED (INCLUDING REASONABLE ATTORNEY FEES) IN RESPECT OF THIRD PARTY CLAIMS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

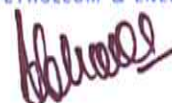
11.2 **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY FOR DAMAGES UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT OF ACADEMIC PROGRAM FEES PAID HEREUNDER TO THE EXTENT PERMITTED BY LAW. THE LIMITATION SET FORTH IN THIS SECTION SHALL NOT APPLY TO CLAIMS FOR (I) BREACH OF SECTION 6.4 (CONFIDENTIALITY), (II) AMOUNTS PAID IN RESPECT TO THIRD PARTY CLAIMS, (III) CLAIMS BASED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TO THE EXTENT PERMITTED BY LAW, OR (IV) AMOUNTS CLAIMED FROM UPES BY ANY THIRD PARTY IN REGARD TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

ARTICLE 12
TERM AND TERMINATION

12.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) Academic Years (the "Initial Term") unless earlier terminated in accordance with this Article 12. Accordingly, the Educational Package shall be offered to UPES's students beginning with the Academic year 2015 (i.e. 1 Jul 2015) and extend through the final school term of academic year 2019-20 (i.e. 30 Jun 2020). This Agreement may be renewed with mutual consent of the Parties.

12.2 **Termination With Cause.** Either Party may terminate this Agreement at any time if the other Party is in material default or breach of any material provision of this Agreement, and such material default or breach continues unremedied for a period of thirty (30) days after written notice thereof.

12.3 **Termination Without Cause.** Either Party may terminate this Agreement at any time by giving 60 day notice to the other Party. Subject to the terms and conditions of this Agreement and UPES's continued payment of the applicable fees to NSAD pursuant Article 7, upon termination of this Agreement, NSAD shall continue to provide the Licensed Intellectual Property to UPES during the Teach-Out Period, hereinafter defined. For the purposes





of this Agreement, "Teach-Out Period" shall mean the period of time between the date of termination and the date the last remaining student enrolled in the Educational Package completes or withdraws from the Educational Package. Upon satisfaction of the Teach-Out Period, all rights granted by NSAD hereunder shall automatically expire and UPES shall make no further use of the Licensed Intellectual Property.

12.4 **Following Termination With Cause**. Subject to the terms and conditions of this Agreement and UPES's payment of (i) the annual applicable fees to NSAD pursuant to Article 7 plus (ii) reimbursement of any and all costs incurred by NSAD to remedy any and all damage, in NSAD's sole discretion, caused by UPES to NSAD's Licensed Intellectual Property, NSAD shall continue to provide the Licensed Intellectual Property to UPES during the Teach-Out Period. Upon satisfaction of the Teach-Out Period, all rights granted by NSAD hereunder shall automatically expire and UPES shall make no further use of the Licensed Intellectual Property. The Parties acknowledge and agree that this Section shall not limit the injunctive relief, rights or other remedies available to the Parties to the extent permitted by law.

12.5 **Survival**. The duties and obligations of the Parties under Articles 2 through 4 and 8 through 12 of this Agreement shall survive termination of this Agreement to the extent permitted by law.

ARTICLE 13 **MISCELLANEOUS**

13.1 **Force Majeure**. NSAD shall not be liable for any interruption of the provision of Academic Support Services, delay or failure to perform under this Agreement when such interruption, delay or failure results from causes beyond its reasonable control or from any act or failure to act of NSAD, or as a result of strikes, lock-outs or other labor difficulties; acts of government, riot, insurrection or other hostilities; embargo, fuel or energy shortage, fire, flood, acts of God, wrecks or transportation delays; or inability to obtain necessary labor, materials or utilities from usual sources. In such event, NSAD's obligations hereunder shall be postponed for such time as its performance is suspended or delayed on account thereof. Upon the cessation of the force majeure event, NSAD will use reasonable efforts to resume its performance with the least possible delay.

13.2 **Assignment**. Neither party shall assign or otherwise transfer this Agreement without the prior written consent of the other party. Assignment of this Agreement by a party will not relieve that party of its obligations pursuant to the Agreement and the assigning party shall at all times remain jointly and severally liable for the acts and omissions of its assignees. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.



13.3 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of California, U.S.A. The Parties unconditionally and irrevocably grant personal jurisdiction over themselves and consent to the exclusive jurisdiction of the competent courts in California, designate it as the forum of resolution of all disputes arising from this Agreement and waive any objection with respect thereto, for the purpose of any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The application of the Convention on the International Sale of Goods (CISG) is explicitly excluded with respect to this Agreement.

13.4 **Entire Agreement.** This Agreement and any Exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter hereof. No representation, warranty, promise, inducement or statement of intention has been made by either Party which is not embodied in this Agreement and neither Party shall be bound by, or be liable for, any alleged representation, warranty, promise, inducement or statement of intention not embodied herein or therein.

13.5 **Independent Contractor.** Each Party shall be acting as an independent contractor in performing under this Agreement and shall not be considered or deemed to be an agent, employee, joint venturer or partner of the other Party. Neither Party has the authority to contract for or to bind the other Party in any manner and shall not represent itself as an agent of the other Party or as otherwise authorized to act for or on behalf of the other Party.

13.6 **Notices.** All notices, consents, requests, demands, offers, reports and other communications shall be in writing and shall be deemed to have been duly given for all purposes when: (i) deposited with a internationally recognized overnight delivery service such as, by way of example and without limitation, Federal Express or UPS, or (ii) delivered by hand to the respective principal offices of the Parties. Any notice under this Agreement shall be addressed as follows:

If to NSAD:	Attention: Maria Puzziferro, Executive Director Strategic Online Initiatives
If to UPES:	Attention: Abhay Sharma, Registrar UPES

The Parties may change their respective addresses by giving notice thereof in accordance with the provisions of this Section.

13.7 **Amendment.** This Agreement may not be amended or modified except by an instrument in writing signed by authorized representatives of each Party.



Registrar
MM

13.8 **No Waiver.** The failure of either Party to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such Party thereafter to enforce such provisions, and no waiver shall be binding unless executed in writing by all Parties hereto.

13.9 **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

13.10 **Section Headings.** The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of the Agreement.

13.11 **Counterparts.** This Agreement may be executed in one or more counterparts, and by the respective Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

13.12 **Duty to Cooperate.** If a governmental agency or third party files any type of claim, lawsuit or charge, or commences an investigation or audit against NSAD or UPES, each Party shall use commercially reasonable efforts to cooperate with the other's defense. Each Party further agrees in principle to execute such joint defense agreements, on customary terms, as may be necessary or appropriate for the protection of any privilege or confidentiality in the course of cooperating with the other's defense. NSAD and UPES agree to use commercially reasonable efforts to make available to the other upon reasonable request in writing any and all non-privileged or non-proprietary documents that either Party has in its or their possession, which relate to any such claim, lawsuit, charge, investigation or audit. However, neither Party shall have the duty to cooperate with the other Party if the dispute is between the Parties themselves, nor shall this provision preclude the raising of cross-claims or third party claims between NSAD and UPES if the circumstances justify such proceedings. The Parties agree that this provision shall survive the termination of this Agreement.

13.13 **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the Parties and such assigns, any legal or equitable rights hereunder. This Agreement contains representations and warranties that the Parties have made to and solely for the benefit of each other.



13.14 **Further Assurances.** The Parties hereto agree to execute such additional instruments, agreements and documents and to take such other actions as may be necessary to affect the purposes of this Agreement.

[Signature Page Follows]

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar



IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized officer as of the Effective Date.

UPES

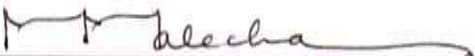
UNIVERSITY OF PETROLEUM & ENERGY STUDIES

By: 
Registrar

Title: Registrar, UPES

Date: 3/5/2016

NSAD

By: 

Title: President, NSAD

Date: 05.10.16

SCHEDULE A
ONLINE COURSES UNDER EDUCATIONAL PACKAGE

1. Design Management Certificate courses

- a. Foundation Course – Exploring Design Management
- b. Course 1 – Understanding Design and Innovation by Design
- c. Course 2 – Managing the Design Process
- d. Course 3 – Brand Management and the Creative Director
- e. Course 4 – Design Management in Action

Successful completion of all the above 5 courses is required to receive a 'Certificate in Design Management'

2. Digital Design and Communication Certificate courses

- a. Foundation Course – Exploring Digital Design
- b. Course 1 – Visual Thinking and Graphic Design
- c. Course 2 – Designing Online Experiences
- d. Course 3 – 3D Trends, Tools, and Techniques
- e. Course 4 – Motion Design and Digital Video

Successful completion of all the above 5 courses is required to receive a 'Certificate in Digital Design and Communication'

3. Course - Design Thinking

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar



SCHEDULE B
LDU MARKS
(Domus Academy)



UNIVERSITY OF PETROLEUM & ENERGY STUDIES

A handwritten signature in dark ink, appearing to be 'H. H. H.', written over a horizontal line.

Registrar

A handwritten signature in dark ink, appearing to be 'H. H. H.', written below the word 'Registrar'.

SCHEDULE D
ACADEMIC PROGRAM FEE

The parties agree that UPES will be invoiced on the basis of Final Student Enrollment at USD \$350 per student per course. These rates may be amended by written agreement of the Parties from time to time based on mutual agreement.

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar





INSTITUTE OF CHEMICAL TECHNOLOGY

रसायन तंत्रज्ञान संस्था

University under Section-3 of UGC Act 1956

Estd.1933

NBA Accredited, Grade 'A' by MHRD

University Par Excellence

Elite Status & Centre of Excellence - Government of Maharashtra

Dean RCRM/RSS/ 6622

December 7, 2015

To,

Dr. Jitendra K. Pandey
AVP- Research and Development
University of Petroleum and Energy Studies
Bidholi Campus, Dehradun – 248 007.
Mob.: 7579216817

Sub: Memorandum of Understanding

Dear Dr. Pandey,

Please find enclosed herewith the copy of MOU between University of Petroleum and Energy Studies, Dehradun and Institute of Chemical Technology, Mumbai for your office record.

Thanking you and with regards.

Yours sincerely,

Rekha Singh
07/12/15
Prof. Rekha S. Singh

DEAN

(Research, Consultancy & Resource Mobilization)
INSTITUTE OF CHEMICAL TECHNOLOGY
(University under Section-3 of UGC Act 1956)
Elite Status & Centre of Excellence - Govt. of Maharashtra
Matunga, Mumbai - 400 019.



Memorandum of Understanding for Academic Cooperation and Exchange

Between

University of Petroleum and Energy Studies, Dehradun

And

Institute of Chemical Technology, Mumbai

This Memorandum of Understanding (MoU) is reached between University of Petroleum and Energy Studies, a University constituted under the University of Petroleum and Energy Studies Act 2003, passed by the state legislature of Uttarakhand having its Main Campus at "Energy Acres", Bidholi, Dehradun, Uttarakhand hereinafter referred to as UPES, of the First part;

AND

The Institute of Chemical Technology, (formerly Department of Chemical Technology), a deemed to be University having its location near Don Bosco School, Nathalal Parekh Marg, Matunga, Mumbai hereinafter referred to as ICT of the Second Part,

This MoU is intended to facilitate cooperative activities in research, and exchange of faculty and research scholars. The MoU will cover a Three (3) year period commencing on the date of last signature, and may be extended for additional three-year periods by mutual written agreement. The MoU may be terminated by either university/institute upon six-month written notification to the other institute/university.

UPES and ICT agree to facilitate, where financially feasible, short-term to mid-term exchanges of faculty and research scholars. Sabbaticals and visiting professorships may be added when developed and approved by the two institutions.

Cooperative activities may involve programs relating to collaborative research, teaching, and outreach; and may involve any discipline to the extent that individuals are able to locate suitable counterparts at the other institution. With regard to cooperative research under authority of this MoU, the institutions will on a project by project basis enter into a specific agreement to clarify and define the nature, extent and terms governing the project, including intellectual property terms that will take into account the institutions' respective intellectual property policies and collective agreements.

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.

The purpose of this MoU is only to express the intentions of the institutions and is not

intended to be legally binding on either institution. The specific details of each activity shall be recorded and agreed to in writing prior to implementation and shall be governed by a separate agreement. Prior to finalizing individual visits, representatives at both institutions shall secure approval from their respective department heads, deans, and designated university/institute administrative officers.

Specific terms of agreement providing for transfer of information, faculty, and Research Scholars for education, research or related activities will be proposed by the two institutions through their respective faculties and units, in consultation with recommendation and designated concurrence by the appropriate offices.

For conditions not covered by this MoU or for problems that arise, both institutions agree to refrain from unilateral action and to consult and negotiate mutually agreeable decisions.

The ICT / representatives shall:-

- Protect all assets of the UPES that come within their control and ensure that all information respecting to UPES that comes to their 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.
- 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.
- 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 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.

It is recognized that the implementation of this MoU will in every case be dependent upon the availability of necessary resources, either from within the institutions or from external sources.

Both institutions undertake to respect and promote human rights in accordance with their international obligations. The institutions will promote equality of individuals involved or affected by the programmes, and will not discriminate on the basis of race, sex, ethnicity, religion, or other characteristics.

The points of contact between the Parties shall be as under:-

1. University of Petroleum and Energy Studies

Dr J K Pandey

Head R and D, UPES

Email: jkpandey@dd.upes.ac.in

Contact: 0135 2776093 ext 1228

2. Institute of Chemical Technology

Dr Rekha Singhal

Professor and Dean (RC&RM)

Email: rsinghal7@rediffmail.com

Contact: 022 33611030

Signatures:

University of Petroleum and Energy Studies

(UPES)

University of Petroleum & Energy Studies



Registrar

Abhay Sharma
Registrar

Date: 07/12/2015

**Institute of Chemical
Technology
(ICT)**



Rekha Singhal, PhD
Dean (RC & RM)

Date: 07/12/2015

DEAN

(Research, Consultancy & Resource Mobilization)

INSTITUTE OF CHEMICAL TECHNOLOGY

(University under Section- 3 of UGC Act 1956)

Elite Status & Centre of Excellence - Govt. of Maharashtra

Matunga, Mumbai - 400 019.



DOCUMENT REVIEW AND APPROVAL FORM

Type of Document / ~~Contract~~: MOU - Memorandum of Understanding
Ref: MOU dt: 07-12-15

Entity/ies: UPES

Supplier/Vendor/Other/s: Institute of Chemical Technology, Mumbai

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

Effective Date: 7/12/15 Expiration Date: 6/12/18 ☐ Automatic renewals

Short Description / Purpose: Facilitate Cooperation activities in Research work and Exchange of Faculty.

Part I (Finance / Treasury)

Institution/Business Unit: _____ Department: _____

GL Account: _____ Total Amount: NIL

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)

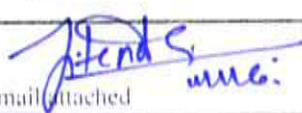
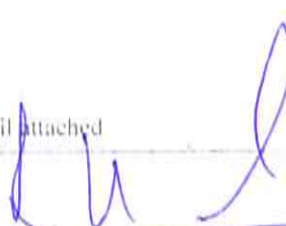
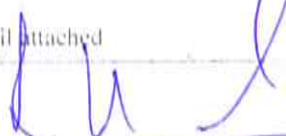


Internal Comments Received from Project Team? ☐ Yes ☐ No


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. Jitendra Pandey	MP- RD	11/1/16	 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	Mr. P. Parthwal	AL	11/1/16	 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	Mr. Sandeep Varsh	FC	12/1/16	 e-mail attached
Academic	<input type="checkbox"/> <input type="checkbox"/> N/A	Dr. Jitendra Pandey	MP- RD	11/1/16	 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	Mr. Sandeep Vasist	FC	12/1/16	 <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				<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 is executed on this 25th day of May, 2016, between

**THE LONDON CENTRE OF INTERNATIONAL LAW PRACTICE (LCILP)
(London, United Kingdom)**

of Grays Inn Chambers, 19-21 High Holborn,
London WC1R 5JA, United Kingdom

AND

**University of Petroleum and Energy Studies (UPES),
(Dehradun, Uttarakhand, India)**

Energy Acres, Bidholi, Dehradun-248007.

Preamble

The London Centre of International Law Practice

The London Centre of International Law Practice Limited (LCILP) is a unique institution located in the heart of London. It comprises a network of high-level professional international law practitioners and academics who are dedicated to the advancement of global legal knowledge and the practice of international law. In collaboration with sector-specific experts and partners, LCILP provides a full range of in-depth services including; the delivery of bespoke, capacity building training workshops; technical assistance through drafting of laws, regional conventions and practitioner manuals to assist States and State institutions in legal matters; a series of high-level conferences, panel discussions and expert roundtables; and access to cutting edge research and publications on current and emerging trends at the intersection of international law, business and politics. LCILP comprises a number of different areas of expertise as follows:

- The Centre of International Arbitration & Dispute Resolution
- The Centre of International Diplomacy & Security
- The Centre of International Energy and Natural Resources, Law and Security
- The Centre of International Human Rights & Criminal Justice
- The Centre of International Land & Maritime Boundaries
- The Centre of International Economic Law, Trade & Development
- The Centre of International Water Law and Security

LCILP promotes a robust legal practice and research environment with active partnerships via memoranda of understanding or general agreement for cooperation and collaboration with legal practitioners and expert organisations across the globe.

University of Petroleum and Energy Studies (UPES)

University of Petroleum and Energy Studies (UPES) was established in the year 2003 through UPES Act, 2003 of the State Legislature of Uttarakhand. With an ambitious vision and unique approach, UPES emerged as an innovative institution offering industry-focused specialized graduate, post graduate and doctoral programs in key areas such as Energy, Infrastructure, Transportation, Information Technology, Design, Planning & Architecture, Public Policy and Legal studies.



Founded by prominent educationalists and industry experts, UPES is committed to maintain high standards in providing quality education. The university endeavours to be recognized as a 'Nation Builders University' with a progressive vision of creating specialized professionals in the core sectors that can contribute in the economic growth of the country.

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

Background

1. The London Centre of International Law Practice (LCILP) and University of Petroleum & Energy Studies (UPES) recognize the value of international cooperation and are desirous of entering into this Memorandum of Understanding (MoU) to facilitate collaboration between the two organisations for training and research activities.

2. Pursuant to the intention noted in 1. above, the two organisations enter into this MoU and once signed by authorized signatories from the two organisations, shall be effective for a period of five years from 01 May 2016 subject to renewal for a further period as agreed by the two organisations.

Scope of Activities

3. The scope of activities intended by the two organisations under this MoU shall consist of:

- (a) Exchange of Experts between the two organisations;
- (b) Short Term Voluntary Internships facilitated by LCILP for students of UPES;
- (c) Collaborative Training Workshops;
- (d) Collaborative Research and Publications;
- (e) Organisation and Hosting of Joint Conferences, panel discussions and roundtables;
- (f) Such other programmes and collaborations as the two Organisations may decide by mutual consent.

Guidelines for Implementing the MoU

4. The following guidelines shall be observed by each of the two organisations in implementing the MoU:

- (a) Work in a cooperative and constructive manner.
- (b) Consider and promote approaches to achieve positive outcomes which are mutually beneficial.
- (c) Act in good faith towards each other.
- (d) Communicate openly and honestly with each other.
- (e) Agree in advance, in writing, funding arrangements if any, or use of intellectual property for any activity or programme relating to this MoU.
- (f) Prevent unauthorised access to or use of confidential information relating to any activity or programme arising from this MoU.
- (g) Nominate a Representative who will facilitate the execution of this MoU, by coordinating and communicating relevant information within their respective organisations and arrange consultations for a review of the activities envisaged under this MoU as required.



- may be required to be disclosed by law; and
- is in the public domain other than by a breach of this MoU.

(d) "Representative" means an employee of each of the two organisations.

7. Counterparts

This MOU may be executed in any number of counterparts and by the Parties hereto on separate counterparts, each of which when executed and delivered will be an original and each of the counterparts will together constitute one and the same instrument.

8. Dispute Settlement

It is agreed between the two organizations 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 the who will nominate individuals or parties to resolve the issues.

This Memorandum of Understanding is now hereby executed by the two organisations,

On behalf of:
LCILP
by its duly authorized officer

Mr Nagi Idris
Director

On behalf of:
UPES
by its duly authorized officer

Abhay Sharma
Registrar

Date: 25/05/2016

Date: 25.5.2016

Nagi Idris

Date: 25/05/2016

Abhay Sharma

Date: 25.5.2016



INTERNATIONAL AGREEMENT ON PEDAGOGICAL COOPERATION

BETWEEN:

The University of Lorraine, a professional, cultural and scientific public institution, founded as a large scale institution, with its official address at 34 Cours Léopold – CS 25233 – 54052 Nancy Cedex France, SIRET N° 130 015 506 00012, represented by its currently officiating President, Mr. Pierre Mutzenhardt, which expression shall mean and include its successors and permitted assigns of the one Part;

and in particular its subsidiary unit: ENSEM, at 2 avenue de la Forêt de Haye 54516 Vandoeuvre-lès-Nancy, represented by its Director, Mostafa FOURAR, an engineering school member of the Collegium Lorraine INP, directed by Mr Yves GRANJON which expression shall mean and include its successors and permitted assigns of the one Part;

hereinafter referred to as "UL"

AND

The University of Petroleum and Energy Studies a university established under the University of Petroleum and Energy Studies Act, 2003, enacted by the State of Uttarakhand, having its Campus at Energy Acres, P.O. Bidholi via Prem Nagar, Dehradun through its Registrar, Mr. Abhay Sharma, which expression shall mean and include its successors and permitted assigns of the other Part;

hereinafter referred to as "UPES"

The UL and UPES hereinafter each individually referred to as the "Party" (and collectively as the "Parties").

PREAMBLE

The purpose of this agreement is to facilitate and intensify academic exchange between the Parties.

IT BEING UNDERSTOOD THAT:

Clause 1: Purpose

The Parties shall deploy their cooperative efforts in the following areas:

- Collaborative research projects/programmes for education
- Exchange programmes for students

Clause 2: Fields

The purpose of this agreement consists in defining the precise boundaries of collaboration between the Parties in the field of engineering.

The pedagogical programme, together with financial elements, is detailed in Appendix 1.

Clause 3 - Coordination

As part of this agreement,

- the UL acts on behalf of its subsidiary unit:
ENSEM, at 2 avenue de la Forêt de Haye 54516 Vandoeuvre lès Nancy, represented by its Director, Mostafa FOURAR
- UPES represented by its registrar

For the application of this agreement,

- the UL appoints Miss Stéphanie Gallaire as Manager of the Pedagogical Programme;
- UPES appoints Dr. Ugur GUVEN as the Manager of the Pedagogical Programme.

hereinafter referred to collectively as the "Managers".

The Managers shall consult with each other whenever they believe it necessary and at least once a year for ensuring the application of this agreement. Each year, they shall draw up a report on the actions carried out and/or in progress, which shall be communicated to the university authorities of each Party.



Clause 4 - Appendices to this Agreement

This agreement contains 1 Appendix with which the Parties undertake to comply. This Appendix forms an integral part of this agreement and shall be subject to the same procedures for approval.

Clause 5 - Financial arrangements

The Parties shall make every effort to facilitate the carrying out of the Pedagogical Programme as described in the Appendix 1 to the extent of their capabilities and within the framework of the regulations in force in the two respective countries the Parties, and in particular the subsidiary units concerned, shall make every effort to obtain the resources necessary for carrying out the relevant actions provided for under this agreement.

Methods for financing the actions carried out under this agreement shall be communicated to the supervisory authorities for information and/or approval, depending upon the procedures currently in force in each country.

Clause 6 - Amendments

Any modification to this agreement or any of its Appendices shall be subject to the prior written agreement duly signed by the representatives of both the Parties by means of an amendment.

Clause 7 - Validity

This agreement shall be agreed for an initial period of 5 (five) years. Exchange under this agreement can be done only for similar duration programs at the other institute. It shall come into force on the date on which it is signed by the Parties.

It is renewable by means of an amendment mutually agreed by the Parties in accordance with the rules particular to each Party.

During the application of this agreement, the agreement may be terminated at any time by either of the Parties by means of a recorded delivery letter with acknowledgement of receipt complying with the requirement of 6 months' prior notice, and subject to the completion of currently operating mobility programmes or courses.


This agreement is drawn up in 4 original copies, of which 2 shall be drawn up in French and 2 in English, the two versions having equal validity. They shall be identical in terms of spirit and interpretation.



Clause 8 – Counterparts

This Agreement may be executed in two or more counterparts (including by facsimile or other electronic transfer like e-mail), each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute one and the same instrument.

For ENSEM, University of Lorraine


Yves GRANJON
For the President, by delegation,
Yves Granjon,
Director of the Collegium Lorraine INP

Date:

Mr Mostafa FOURAR,
Director of ENSEM

Date:

Recteur Mostafa FOURAR
Directeur de l'Ecole Nationale
Supérieure d'Electricité et de Mécanique



For the University of Petroleum and Energy
Studies


Abhay Sharma, Registrar of the University of
Petroleum and Energy Studies



Appendix 1: Pedagogical Programme for student mobility and financial details

CLAUSE 1: Objectives

1.1. Objectives of the pedagogical programme

The objective of the present agreement is to enable students from UPES and ENSEM to study as exchange students in the partner institution for one or two semesters.

1.2. Specialist field concerned, level of study, course, degree, number of students concerned, list of topics taught

UPES students pursuing a master and taking part in the exchange shall be able to select courses from the 2nd or 3rd year at ENSEM (4th or 5th year of higher education). Students in 2nd or 3rd year at ENSEM shall be able to select courses from Master's level Year I and Year II courses at UPES.

For approval of the mobility period by their university of origin, ENSEM students must obtain the equivalent of 30 ECTS credits per semester and the equivalent of 20 credits for UPES.

The selection of these modules shall be subject to a learning agreement which shall be validated in advance by a manager or a teacher managing or teaching the degree in the university of origin. On arrival, the students shall deliver this agreement to the student affairs service(s) concerned.

At the end of their mobility period, the students shall be given transcripts containing details of the courses followed, the marks obtained and the relevant credits.

The list of courses available at ENSEM can be found following these links:

<http://u2l.fr/syllabus-en-nrj>

<http://u2l.fr/syllabus-en-isn>

The list of courses taught in English at ENSEM can be found following this link:

<http://ensem.univ-lorraine.fr/international/ensem-glance/ensem-school-energy/courses-framework/courses-available-english>

The list of courses available at UPES can be found following this link

<http://www.upes.ac.in/college-wise>

CLAUSE 2: Organization

2.1. Location of Courses

UPES students coming at ENSEM shall study in the ENSEM facilities located 2 avenue de la Forêt de Haye, 54516 Vandoeuvre-lès-Nancy.

ENSEM students coming at UPES shall study at UPES, at Dehradun INDIA.



2.2. Method of selecting students (application file, level required, operation and composition of the selection committee etc.)

For participation in the exchange programme, students shall provide evidence of B2 level in the English language if they attend classes in English or carry out projects. A certificate from each University's language department will be sufficient for evidence of English level.

If UPES students attend classes in French at ENSEM they shall provide evidence of B1 level in French.

UPES Students shall send their application file before May 31st to ENSEM.

They shall provide their transcripts translated into French or English, evidence of language level, the list of courses they want to attend at ENSEM and shall be recommended by a professor.

A selection committee composed of the Director of studies, the Director of International Relations and the Heads of the departments where students are applying shall examine the file.

ENSEM students shall send their application file before April 30 to UPES.

ENSEM students will need to fill in the UPES application form and they will need to attach their CV and their transcripts along with a recommendation from their international department for application. Any student applying to UPES should get nominated or approved by ENSEM International Office.

The Parties reserve the right to accept or refuse any application depending on the above mentioned criteria and the number of places available.

2.3. Registration procedures, status of students, registration fees, social security, double registration, student card

Each Party shall via its appropriate student affairs service provide services for student registration and student dossier management for those students accessing education from the partner university.

Payment of registration fees shall be performed at the University of Origin via the appropriate student service.

UPES exchange students will not have to pay tuition fees at ENSEM but will have to pay for social security and additional fees (for sports, photocopies etc..)

Similarly ENSEM students under exchange will not be liable to pay regular semester fee but need to ensure that either they have international medical coverage or they will need to get special medical insurance through student services of UPES.

The students shall pay for their own lodging & boarding. All personal expenses (insurance inter alia third party cover and repatriation, social security, transport, educational equipment, board) shall be payable by the student.



Students in mobility both from the University of Lorraine and from UPES shall subscribe to the regulated social security arrangements of the host country - in France, in particular they shall subscribe to the student social security scheme.

The host University shall issue a student card to the exchange students, valid for the duration of their stay.

2.4. Possible organisation of internships

Internships can be proposed to exchange students following the terms and conditions of each Party.

CLAUSE 3:Undertakings

No financial resources are specifically earmarked to carry out the activities defined in the exchange program. Each Party shall make every effort to obtain the resources necessary for carrying out the relevant actions provided for under this agreement.

The host institution shall make every effort to facilitate the arrival, setting up and integration of exchange students. Exchange students shall be welcomed, oriented, brought support for administrative issues and introduced to teaching methods and procedures in the host institution.



ACCORD INTERNATIONAL DE COOPÉRATION PÉDAGOGIQUE

ENTRE :

L'Université de Lorraine, établissement public à caractère scientifique, culturel et professionnel, créée sous la forme d'un grand établissement, sise 34 Cours Léopold – CS 25233 – 54052 Nancy Cedex France, SIRET n° 130 015 506 00012, représentée par son Président en exercice, Monsieur **Pierre Mutzenhardt**, signifiant et englobant ses successeurs et s'appliquant d'une part

et plus particulièrement, sa composante, l'Ecole Nationale Supérieure d'Electricité et de Mécanique (ENSEM), sise 2 avenue de la Forêt de Haye TSA 60604 54518 Vandoeuvre cedex, représentée par son directeur Monsieur **Mostafa FOURAR**, une école interne au Collégium LORRAINE INP, dirigé par Monsieur **Yves GRANJON** signifiant et englobant ses successeurs et s'appliquant d'une part

ci-après désignée « UL »

Et The University of Petroleum and Energy Studies, une université établie en vertu de la loi "University of Petroleum and Energy Studies" de 2003, promulguée par l'état d'Uttarakhand, sise Energy Acres, P.O. Bidholi via Prem Nagar, Dehradun, et représentée par son registraire Mr. Abhay Sharma, signifiant et englobant ses successeurs et s'appliquant d'autre part

ci-après désignée « UPES »

L'UL et UPES étant ci-après désignées individuellement par la « Partie » et collectivement par les « Parties ».

PRÉAMBULE

Le but du présent accord est de faciliter et d'intensifier les échanges académiques entre les Parties.

IL EST CONVENU CE QUI SUIIT :

Article 1 - Objectif

Les Parties déploient leurs efforts de coopération selon les axes suivants :

- projets/programmes de formation
- programmes d'échanges d'étudiants

Article 2 - Domaines

L'objet du présent accord consiste à définir le périmètre précis de la collaboration entre les Parties dans le domaine de l'ingénierie.

Le Programme pédagogique, accompagné, s'il y a lieu, d'éléments financiers, est précisé dans l'annexe 1.

Article 3- Coordination

Dans le cadre du présent accord,

L'UL agit pour sa composante : ENSEM – Nancy, sise 2 Avenue de la Forêt de Haye TSA 60604 54518 Vandoeuvre cedex, représentée par son directeur, Mostafa FOURAR
UPES est représentée par son Régistraire Mr. Abhay Sharma

Pour l'application du présent accord,

- l'UL désigne **Stéphanie Gallaire** comme Responsable du Programme pédagogique ;
- UPES désigne **Dr Ugur Guven** comme Responsable du Programme pédagogique.

ci-après désignés collectivement les « Responsables ».

Les Responsables se consulteront chaque fois qu'ils l'estimeront nécessaire et se réuniront au moins une fois par an pour assurer le suivi du présent accord. Ils dresseront chaque année un bilan des actions réalisées ou/et en cours de réalisation qui sera communiqué aux autorités universitaires de chaque Partie.

Article 4 - Annexes au présent accord

Le présent accord contient une annexe (annexe 1) que les Parties s'engagent à respecter. Cette annexe fait partie intégrante du présent accord et est soumise aux mêmes procédures d'approbation.

Article 5 -Dispositions financières

Les Parties s'efforceront de faciliter la réalisation du Programme pédagogique détaillé en annexe 1. Dans la mesure de leurs moyens et dans le cadre de la réglementation en vigueur dans leurs pays respectifs, les Parties, et plus particulièrement les composantes concernées, s'efforceront notamment d'obtenir les moyens nécessaires à la réalisation des actions menées dans le cadre du présent accord.

Les modalités de financement des actions menées dans le cadre du présent accord seront communiquées aux autorités de tutelle pour information et/ou approbation, en fonction des procédures en vigueur dans chaque pays.



Article 6 - Modifications

Toute modification du présent accord ou de ses annexes est soumise à l'accord écrit préalable des Parties par voie d'avenant dûment signé par les représentants des deux Parties.

Article 7- Validité

Le présent accord est conclu pour une période initiale de cinq ans.

Les échanges engagés sous le présent accord seront menés sur des programmes de durée similaire au sein de l'institution partenaire.

Le présent accord entrera en vigueur à la date de sa signature par les Parties.

Il est renouvelable, par voie d'avenant, d'un commun accord des Parties, et ce conformément aux règles propres à chaque Partie.

En cours d'application, le présent accord pourra être résilié à tout moment par l'une ou l'autre des Parties, par lettre recommandée avec accusé de réception, en respectant un préavis d'une durée de 6 mois, et sous réserve de l'achèvement des formations en cours ou des mobilités en cours.

Le présent accord est rédigé en 4 exemplaires originaux dont 2 seront rédigés en français et 2 en anglais, les deux versions faisant également foi. Ils seront identiques dans leur esprit et leur interprétation.

Article 8- Exemplaires

Cet accord peut être édité en deux ou plusieurs exemplaires (incluant les versions envoyées par fax et par un autre transfert électronique comme l'e-mail) qui seront chacun considéré comme étant un original par toute Partie dont la signature y est apposée, mais ces copies constituent ensemble un seul et même instrument.

Pour l'ENSEM

Pour le Président de l'UL, et par délégation,

Yves GRANJON,
Le Directeur du Collège Lorraine INP
Directeur du Collège Lorraine INP


Yves GRANJON

Date :

Mostafa FOURAR,
Directeur de l'ENSEM

Date :


Mostafa FOURAR
Directeur de l'Ecole Nationale
d'Electricité et de Mécanique

UL N°2016/782

Pour The University of Petroleum and Energy Studies

Mr Abhay Sharma,
Régistrare de l'UPES

Date :



Annexe 1 : Programme pédagogique pour la mobilité d'étudiants et éléments financiers

ARTICLE 1 : Objectifs

1.1. Objectifs du programme pédagogique

L'objectif du présent accord est de permettre aux étudiants d'UPES et de l'UL d'effectuer une partie de leurs études dans l'école partenaire pour un ou deux semestres.

1.2. Filière concernée, niveau d'études, cursus, diplôme, nombre d'étudiants concerné, liste des enseignements dispensés

Les étudiants en master à l'UPES prenant part à l'échange pourront sélectionner des cours de niveau master en 2^{ème} ou 3^{ème} année de la formation ingénieur de l'ENSEM. Les étudiants de 2^{ème} ou de 3^{ème} année ENSEM (4^{ème} ou 5^{ème} année d'études supérieures) pourront choisir des cours de niveau master I et II à UPES

Afin de valider leur période de mobilité auprès de leur université d'origine, ils devront obtenir l'équivalent de 30 crédits ECTS par semestre pour l'ENSEM et 20 crédits pour UPES

Les choix de ces modules feront l'objet d'un contrat pédagogique, qui devra être validé en amont par un responsable ou un enseignant du diplôme de l'université d'origine. A leur arrivée, les étudiants devront remettre ce contrat au service de scolarité concerné.

A la fin de leur période de mobilité, les étudiants se verront remettre un bulletin de notes reprenant le détail des cours suivis, les notes obtenues et les crédits correspondants.

La liste des cours disponibles à l'ENSEM est accessible en suivant ces liens:

<http://u2l.fr/syllabus-fr-nrj>

<http://u2l.fr/syllabus-fr-isn>

La liste des cours enseignés en anglais à l'ENSEM est accessible en suivant ce lien:

<http://ensem.univ-lorraine.fr/international/ensem-glance/ensem-school-energy/courses-framework/courses-available-english>

La liste des cours disponibles à l'UPES est accessible en suivant ce lien:

<http://www.upes.ac.in/college-wise>

ARTICLE 2 : Organisation

2.1. Localisation des cours

Les cours auront lieu à l'ENSEM, 2 avenue de la Forêt de Haye TSA 60604 54518 Vandoeuvre cedex, France
Ou sur le campus de l'UPES, Dehradun INDIA.

2.2. Mode de sélection des étudiants (dossier de candidature, niveau requis, fonctionnement et composition de la commission de recrutement etc.)



Les étudiants prenant part au programme d'échange devront démontrer un niveau B2 en langue anglaise s'ils suivent des cours en anglais ou mènent des projets. Un certificat du Département des Langues de chaque Université sera accepté comme attestation du niveau d'anglais.

Si les étudiants de l'UPES suivent des cours en français à l'ENSEM ils devront démontrer un niveau B1 en français.

Les étudiants de l'UPES devront envoyer leur dossier de candidature à l'ENSEM avant le 31 mai.

Ils devront fournir une traduction en français ou en anglais de leurs bulletins, une attestation de niveau de langue, la liste des cours qu'ils souhaitent suivre à l'ENSEM et devront être recommandés par un professeur.

Leur dossier sera examiné par un comité de sélection composé du Directeur des Etudes, du Directeur des Relations Internationales et des Responsables des départements dans lesquels les étudiants postulent.

Les étudiants ENSEM devront envoyer leur dossier de candidature avant le 30 avril à UPES.

Ils devront remplir le dossier de candidature d'UPES et joindre leur CV, leurs bulletins scolaires ainsi qu'une lettre de recommandation du Département des Relations Internationales. Tout étudiant postulant à l'UPES devra être nommé par le service des Relations Internationales de l'ENSEM

2.3. Modalités d'inscription, statut des étudiants, montant des droits d'inscription, sécurité sociale, double inscription, carte d'étudiant

Chaque Partie, à travers son service de scolarité correspondant, assure la prise en charge de toutes les formalités d'inscription administrative et de gestion de dossiers des étudiants qui accèdent à la formation depuis l'université partenaire.

Le paiement des droits d'inscription se fera dans l'université d'origine, auprès de la scolarité référente.

Les étudiants de l'UPES en échange à l'ENSEM ne paieront pas de frais d'inscription à l'ENSEM. Ils devront toutefois s'acquitter des frais de sécurité sociale et des frais complémentaires de scolarité (sports, photocopies etc...)

De même, les étudiants ENSEM en échange à l'UPES ne paieront pas de frais d'inscription mais devront s'assurer qu'ils sont couverts par une assurance médicale internationale. Si ce n'est pas le cas ils devront souscrire à une assurance médicale auprès des services de scolarité d'UPES.

Les étudiants devront se loger et se nourrir à leurs propres frais. Tous les frais personnels (assurances notamment en responsabilité civile et rapatriement, sécurité sociale, de transport, matériel éducatif, repas) sont à la charge de l'étudiant.

Les étudiants en mobilité, que ce soit de l'ENSEM ou de l'UPES devront souscrire aux mécanismes de protection sociale réglementaire du pays de séjour – en France, notamment ils devront s'inscrire à la sécurité sociale étudiante.

L'Université d'accueil devra délivrer une carte d'étudiant aux étudiants en échange, valable pour la durée de leur séjour.

2.4. Organisation des stages éventuels

Des stages peuvent être proposés aux étudiants en échange selon les modalités en vigueur dans chacune des Parties.



ARTICLE 3 : Engagements

Il n'est pas prévu de ressources financières de la part des institutions pour la réalisation des activités des programmes d'échange. Chaque établissement se réserve le droit de rechercher des fonds pour toute activité devant se développer dans le cadre de cette convention.

L'établissement d'accueil s'engage dans la mesure de ces possibilités à mettre en œuvre toute mesure facilitant l'arrivée, l'installation et l'intégration des étudiants en échange. Il assurera le soutien des étudiants accueillis, par exemple, en mettant en place un service chargé d'orienter les étudiants dans leurs démarches administratives et un tutorat chargé d'aider les étudiants à leur adaptation aux procédures et méthodes pédagogiques de l'institution d'accueil.



DOCUMENT REVIEW AND APPROVAL FORM

Type of Document / Contract: Academic Collaboration

Ref: _____

Supplier/Vendor/Other/s: University of Lorraine

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

Effective Date: May 7, 2016 Expiration Date: May 6, 2012 ☐ Automatic renewals

Short Description / Purpose: International Agreement on Pedagogical Cooperation

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. Ugur Guven	VP-International Affairs	May 7, 2016	 Dr. UGUR GUVEN VP-International Affairs University of Maryland System College Park, MD 20742-7001 Tel: 301-314-2100 Fax: 301-314-2101 E-mail: guven@umd.edu
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	Legal Advisor	May 7, 2016	 <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	May 7, 2016	 <input type="checkbox"/> e-mail attached
Marketing	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
CFO	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sachin Jain	Finance officer	May 7, 2016  <input type="checkbox"/> e-mail attached	
President/ CEO	<input type="checkbox"/> President <input type="checkbox"/> CEO <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Capital Committee	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Board of Directors	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached



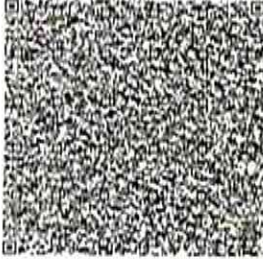
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL83244480356937N
Certificate Issued Date	: 18-Nov-2015 04:49 PM
Account Reference	: IMPACC (IV)/ dl840403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL84040364425819693972N
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.....

SERVICES AGREEMENT

This is Agreement is made on this 20th day of January, 2016 by and between;

UNIVERSITY OF PETROLEUM & ENERGY STUDIES a university established under the University of Petroleum and Energy Studies Act, 2003, enacted by the State of

For University of Petroleum & Energy Studies

Registrar

For TRANS NEURON TECHNOLOGIES
Shyam Sharma

Page 1 of 11

PARTNER

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.

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, which expression shall mean and include its successors and permitted assigns of One Part;

AND

TRANS NEURON TECHNOLOGIES, a partnership firm having its office at B-710, B-Block, Natasha Golf View, Inner Ring Road, Bangalore - 560071 hereinafter referred to as "**Trans Neuron**" duly authorized and registered to do business in India; through its Partner Mr. Shivam Sharma which expression shall mean and include its successors and permitted assigns of the other Part;

Both the parties hereinafter referred to as the "Parties" and "Party."

WHEREAS, UPES is looking for a technical partner to provide cloud based software programming labs for its students on an anywhere, any device, 24X7 access basis.

WHEREAS, Trans Neuron has represented that it has developed iTrack, an industry academia collaborative platform, to develop requisite technical skills for students undergoing higher education and includes multiple modules including learning engine, certification & assessment module, eLabs, eProjects/e-Internships, iKonnnect etc. Trans Neuron has also represented that eLabs module is a software programming labs module which provides freedom to the student to practice software programming from anywhere, at any time and on any device. Further, Trans Neuron has represented that it has the requisite technical and function capabilities including personnel, knowledge, proficiency and skills to provide eLabs module to the students of UPES on a anytime, anywhere and on any device basis;

WHEREAS Trans Neuron has the opportunity to review UPES's current systems and software programming labs requirements and confirms that eLabs module will be appropriate and adequate to meet UPES requirements;

WHEREAS the Parties understand that UPES will also be directly acquiring from other vendors/service providers, items including hardware, software, etc. to meet the requirement of students and that UPES will be dealing with Trans Neuron on a non-exclusive basis.

For University of Petroleum & Energy Studies


Registrar

Page 2 of 11

For TRANS NEURON TECHNOLOGIES


PARTNER

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments which follow, UPES and Trans Neuron agree to the following:

ARTICLE 1
SCOPE OF SERVICES

- 1.1 Trans Neuron shall perform all work identified in this Agreement. The Parties agree that this Agreement describe Trans Neuron's obligations and are deemed to include preliminary considerations and pre-requisites, materials, equipment, systems, technology and tasks which are such an inseparable part of the work described that exclusion would render performance by Trans Neuron impractical, illogical, or unconscionable.
- 1.2 Trans Neuron will provide the eLabs module of iTrack platform to UPES and will inter-alia include:
 - 1.2.1 **24X7 access** to computer science programming labs in C, C++, Javascript, PHP, Python and HTML; and
 - 1.2.2 **Administration Module** for eLabs which provides the UPES faculty with an ability to create their own labs, create batches; and
 - 1.2.3 **Reports** where-in UPES faculty can monitor the labs used by each student and provide feedback; and
 - 1.2.4 **Print** where-in the UPES students and/or faculty can take a print of the programming code for future reference after downloading it as pdf and can save such programming code in their student log-in created for eLabs.
- 1.3 That the students will be allowed to log in 2 hours per day per subject in the eLabs module. This can be done multiple times during a day on a 24X7 access basis.
- 1.4 The faculty log-ins will be provided free of cost in the ratio of 25:1 i.e. for every 25 students availing the service, 1 free faculty log-in will be provided
- 1.5 That initially for the period of 6 months, Mr Shivam Sharma will be Trans Neuron contact for UPES, later a "key account manager" will be provided and that he shall coordinate for any technical, operational or other issues faced by UPES during the tenure of this agreement.

- 1.6 That technical support will be available on all days between 9.00 AM to 5.00 PM through email and technical helpdesk number to be provided by Trans Neuron.
- 1.7 The Key Accounts Manager will keep the UPES team informed about the severity of any technical, operational and other issues and will also update the solution time.
- 1.8 That Trans Nueron will use UPES call monitoring system for logging of calls, their resolution and status update and the same shall be used for calculating the SLAs as per the agreement.

ARTICLE 2 **SERVICES**

2.1 Definitions:

2.1.1 Response Time: The time period when the default ticket / call status is changed to "WIP – Work In Progress".

"Response" refers to communication to the user on the Call Acknowledgement and working on it and also changing the default status of the calls from the Helpdesk tool to WIP.

2.1.2 Resolution Time : The Time period from the call is logged in the service desk tool till its resolution.

"Resolution" refers to a solution provided to resolve an Incident

Service Area	Bronze	Silver	Gold	Remarks
Availability of e-labs for students and faculty access 24x7	98.5%	99%	99.5%	

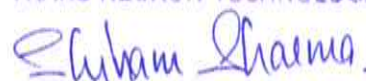
Note : Calculation will be done on monthly basis but SLA deductions will be done on a quarterly basis. Exclusions will be provided for scheduled down time previously communicated to the University. The service provider agrees that all downtime will be taken with adequate notice and consent of the University to avoid any clashes with scheduled academic events such as tests or exams.

For University of Petroleum & Energy Studies



Registrar

For TRANS NEURON TECHNOLOGIES



PARTNER

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2.1.3 Service Level Penalty Calculation

Service Level Penalty due to UPES in the event that service provider Fails to meet the SLA will be based on several factors:-

- The Services Level being achieved by the provider over a quarter.
- The Service Level Penalties ; and
- The Quarterly Service Charge

2.1.4 The Quarterly Service Charge

- If the average monthly Service Level for all the services being achieved by the Service provider is at Gold or above, then there will be no Service Penalty.
- If the average monthly Service Level for all the services being achieved by the service provider is at Silver, then there will be a 5 % Service Penalty Calculated based on the equivalent monthly Service Charge for providing the service. If the average monthly Service Level for all the services being achieved by the service provider is at Bronze, then there will be a 10 % Service Penalty Calculated based on the equivalent monthly Service Charge for supporting the service.
- If the monthly Service level being achieved for any one of the service item is from 97% to 98.4 % the Service provider will be liable for 15 % Service Penalty calculated based on the equivalent monthly Service Charge for supporting the service.
- If the monthly Service level being achieved for any one of the service item is from 96% to 96.9 % the Service provider will be liable for 18 % Service Penalty calculated based on the equivalent monthly Service Charge for supporting the service.
- If the quarterly Service Level being achieved for any one of the service items is below 96 % then UPES will have the right to terminate the Service provider contract with a notice of 30 days.
- The service provider would have the opportunity to earnback some/all of the applied penalty should the service availability demonstrably improve and meet/exceed Gold standard for the remaining months of that quarter.

2.1.5 The Service Level Calculation

For any service if the agreed SLA is not met then the Service level Credit (Penalty) will be calculated using the following formula:-

- $SLC = \text{Equivalent Monthly Charge} * \text{Agreed Percentage (Depending on the level of SLA met)}$

2.1.6 Service Hours as clause 1.3

ARTICLE 3 **COMPENSATION AND METHOD OF PAYMENT**

- 3.1 The parties agree that the amount payable by UPES to Trans Neuron during the term of this Agreement would be Rs. 300/- (excluding applicable taxes) per annum per student for usage of 5 (five) labs as enumerated in clause 1.2 above.
- 3.2 Payment per student will be based on actual unique student log-ins during a quarter which shall be approved by UPES IT
- 3.3 Trans Neuron will submit invoices for usage of elabs on a quarterly basis, in advance and the same shall be paid within 30 days by UPES. However, UPES shall adjust the succeeding quarter invoice based on (a) actual unique student login of the preceding quarter and (b) SLA penalties, if any.
- 3.4 Further for any integration work for integrating eLabs with the existing UPES IT systems, payment will be made by UPES to Trans Neuron based on Rs 4000 per man day, excluding taxes, provided the scope of such integration and the effort estimate is pre-approved by UPES CIO.
- 3.5 The pricing shall remain firm during the term of agreement. In case UPES wishes to avail additional software programming labs or other modules of iTrack from Trans Neuron during the term of this agreement, both the parties will mutually agree on the terms and conditions for such additional modules through an addendum to this agreement. However, Trans Neuron will ensure that UPES is provided most preferred customer status for such additional offerings and hence, the pricing will be lower than what is provided to any other client or customer of Trans Neuron.

For University of Petroleum & Energy Studies


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For TRANS NEURON TECHNOLOGIES


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ARTICLE 4
TERM OF AGREEMENT

- 4.1 The start date of the contract will be January 1, 2016. The contract will be for 2 years ending 31 December 2017.
- 4.2 The period till 29 February 2016 will be the user acceptance testing (UAT) period which includes testing by various UPES departments including but not limited to IT, faculty and students of the eLabs solution and in case, UAT fails, the agreement will be deemed to have terminated on January 1, 2016 with no obligations on UPES.

ARTICLE 5
INDEMNIFICATION

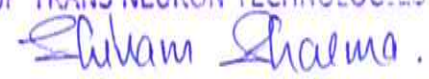
- 5.1 Trans Neuron shall indemnify and hold UPES harmless from damages to UPES as a result of claims from third Parties that directly arise from the acts or omissions of Trans Neuron and any Party, for whose conduct, Trans Neuron is responsible for.
- 5.2 Trans Neuron agrees and confirms that it shall not use, share, and reveal any Confidential Information and any IPR provided by UPES for any purpose other than as agreed under this Agreement 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 UPES. A breach of any of the provisions contained in this Agreement may result in irreparable and continuing damage to UPES for which there may be no adequate remedy at law, and thus UPES 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.

ARTICLE 6
TERMINATION

- 6.1 This Agreement may be terminated by UPES if Trans Neuron is in material breach and has not corrected the breach within thirty (30) days of written notice to do so. This Agreement may also be terminated by UPES upon not less than 90 calendar days' prior written notice to Trans Neuron.

For University of Petroleum & Energy Studies


Registrar

For TRANS NEURON TECHNOLOGIES

PARTNER

Page 7 of 11

ARTICLE 7
CONFIDENTIAL INFORMATION

- 7.1 Both Parties acknowledge that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, names, marketing plans, business opportunities, research development or know how including all non-public information embodied in, represented by, compiled by or relating to the Other Party is deemed by both the Parties to be the confidential and proprietary information of the Other Party ("**Confidential Information**").
- 7.2 Both Parties shall ensure that the Other Parties Confidential Information is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by this arrangement. The Confidential Information shall be safeguarded and both Parties shall take all necessary action to protect it against misuse, loss, destruction, alteration or deletion thereof.
- 7.3 On expiry or termination or cancellation of this arrangement, each Party shall hand over or cause to be handed over all confidential information belonging to the other Party, including where applicable course material, software, documents, applications, papers and statements and other materials in its possession to the authorized officer/nominee of the other Party.

ARTICLE 8
RESOLUTION OF DISPUTES

- 8.1 **Governing Law and Jurisdiction.** This Agreement shall be governed by laws in force in India and both Parties agree to submit to the jurisdiction of courts at New Delhi.
- 8.2 **Arbitration.** Except for seeking interim injunction in the Court of competent jurisdiction, all disputes, differences or question arising out of or under or connected with this Agreement which cannot be amicably resolved through negotiations between the Parties within 10 days of being so notified by a Party or if such negotiations do not start within 10 days of such notification, shall be finally settled by the sole Arbitrator appointed by the Parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and/or any statutory modification or re-enactment thereof. The Arbitration shall be conducted in English language in accordance with the provisions of the said Act. The venue of arbitration shall be New Delhi. The expenses of the Arbitration proceedings shall be borne by each party in equal proportion or as per the decision of the Arbitrator.

For University of Petroleum & Energy Studies


Registrar

For TRANS NEURON TECHNOLOGIES



PARTNER
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ARTICLE 9
MISCELLANEOUS PROVISIONS

- 9.1 **THIRD PARTY BENEFICIARIES**. Neither Trans Neuron nor UPES intends to directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.
- 9.2 **NOTICES**. Whenever either party desires to give notice to the other, such notice must be in writing, sent by India post, speed post, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, or by overnight commercial carrier, delivery receipt requested, addressed to the party for whom it is intended at the place last specified. Transmission by Facsimile (Fax) shall constitute written notice hereunder. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following for notice:

UPES

Mr. Abhay Sharma
Registrar
210, 2nd Floor,
Okhla Industrial Area, Phase-III,
New Delhi-110020

TRANS NEURON

Mr. Shivam Sharma
Partner
B-710, B-Block,
Natasha Golf View, Inner Ring Road,
Bangalore – 560071

- 9.3 **ASSIGNMENT AND PERFORMANCE**: Neither this Agreement nor any interest

herein shall be assigned, transferred, or encumbered by Trans Neuron except as expressly permitted herein or as authorized by UPES in writing, and Trans Neuron shall not subcontract any portion of the work required by this Agreement unless taking prior approval of UPES.

Trans Neuron represents that all persons delivering the Services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and Services set forth in the Statement of Work, and to provide and perform such Services to UPES'S satisfaction for the agreed compensation.

9.4 **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between Trans Neuron and UPES regarding the Services and Deliverables herein.


9.5 **AMENDMENTS:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless reduced in writing and signed by both the Parties.

9.6 **WARRANTY AS TO INTELLECTUAL PROPERTY INFRINGEMENT:** Trans Neuron represents and warrants that, at the time of entering into this Agreement, no claims have been asserted or action or proceeding brought against Trans Neuron which alleges that all or any part of the Software to be supplied by Trans Neuron or the operation or use thereof by UPES, infringes or misappropriates any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party, nor is Trans Neuron aware of any such potential claim. Trans Neuron also represents and warrants that its Services and Deliverables to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party.

ARTICLE 10 **GENERAL CLAUSES**

10.1 Trans Neuron shall protect all assets of Client 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 operation of this agreement or law after prior intimation of such proposed disclosure to UPES.


Registrar

For TRANS NEURON TECHNOLOGIES

PARTNER

- 10.2 Trans Neuron shall comply with "zero tolerance" practice of UPES 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.
- 10.3 Trans Neuron 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.
- 10.4 Trans Neuron shall ensure not to transact any other financial business, other than the contracted one, without prior sanction of UPES.

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

University of Petroleum & Energy Studies

For University of Petroleum & Energy Studies



Registrar

Registrar

Trans Neuron Technologies

FOR TRANS NEURON TECHNOLOGIES


Partner

DOCUMENT REVIEW AND APPROVAL FORM

Type of Document / Contract: Service Agreement

Ref: _____

Supplier/Vendor/Other/s: TRANS NEURON TECHNOLOGIES

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

Effective Date: Jan 1, 2016 Expiration Date: Dec 31, 2017 ☐ Automatic renewals

Short Description / Purpose: UPES has appointed Trans Neuron Technologies as a technical Partner to provide cloud based software programming labs for its students on an anywhere device, 24X7 access basis.

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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Contract(s) Fully Negotiated?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Bid Submitted?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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 Bharadwaj	CIO	Jan 20, 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	Legal Advisor	Jan 20, 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	Jan 20, 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	Jan 20, 2015	 <input type="checkbox"/> e-mail attached
President/CEO	<input type="checkbox"/> President <input type="checkbox"/> CEO <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Capital Committee	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Board of Directors	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached



**UNIVERSITY OF PETROLEUM
& ENERGY STUDIES**



Graduate School of Engineering

DRAFT

MEMORANDUM OF AGREEMENT

Double Master's Degree

BETWEEN

University of Petroleum and Energy Studies (Dehradun, India)

AND

Ecole des Mines de Nantes (Nantes, France)

This Memorandum of Agreement is executed on this 17th day of September, 2015 (effective date) between University of Petroleum and Energy Studies, hereafter referred to as UPES and Ecole des Mines de Nantes hereafter referred to as Mines Nantes, a member of the Institute Mines-Telecom.

Article 1. PURPOSE OF THE MOA

The purpose of this Memorandum of Agreement is to develop exchanges of students that will lead to the award of degrees of both institutions:

- The Master of Technology in Nuclear Science and Technology of UPES
- The Master of Science and Technologies in Sustainable Nuclear Engineering : Applications and Management – SNEAM - of Mines Nantes or the Master of Science in Engineering, under the conditions specified hereafter.

The Master of Science and Technologies SNEAM offers 3 specializations:

- Specialization in Advanced Nuclear Waste Management – ANWM
- Specialization in Nuclear Energy Production and Industrial Applications – NEPIA
- Specialization in Nuclear Technologies for Medical Applications – NUTMA

The Master of Science in Engineering offers 2 specializations:

- Nuclear Engineering : Technologies, Safety and Environment – NTSE
- Systems and Technologies Applied to nuclear Reactors – STAR

For University of Petroleum & Energy Studies

Registrar

Article 2. PARTICIPATING BODIES

The participating bodies will be UPES and Mines Nantes. The following liaison officers will be primary point of contact and persons responsible for the collaborative discussions:

For UPES
Prof Ram Shivpuri, Distinguished Professor

For Mines Nantes
Dr Annya Réquillé, Dean of International Graduate School

Article 3. FIELDS OF STUDY

All fields of study at each institution are potentially covered by this agreement. However, the compatibility of the respective programs must be confirmed and the programs and study paths on both sides approved prior to implementation in a particular domain.

Article 4. PROGRAM STRUCTURE FOR STUDENTS FROM UPES

Double degree :

From UPES : Master of Technology in Nuclear Science and Technology

From Mines Nantes :

- Master of Science and Technologies SNEAM
- Specialization in Advanced Nuclear Waste Management - ANWM
- Specialization in Nuclear Energy Production and Industrial Applications - NEPIA
- Specialization in Nuclear Technologies for Medical Applications - NUTMA

The program structure is as follows:

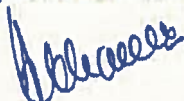
Year	Sem	Month	UPES	Mines Nantes
M1	1	August	Master program M1 S1	
	2	Jan.	Master program M1 S2	
M2	1	August Sept		Master M2 S1 MSc M2 S1
	2	Feb	Master Thesis – 6 months in a research lab or in a company with a co evaluation under video conference (30 ECTS)	

Intensive and Extensive French Language and Culture courses are provided for students throughout their period of study in Mines Nantes during the 2nd year of Master from August to July.

An additional intensive 4 weeks French Language and Culture courses is offered to the students in July at Mines Nantes. The tuition fees will be clearly mentioned to the students.

- Conditions of attribution of the double degree

For University of Petroleum & Energy Studies



Registrar

The double degree is awarded after:

- Successful completion of M1 (1st year of Master) at UPES
- Successful completion of the intensive French Summer school program, the first academic semester of the M2 in one of the Master of Science and Technologies programs at Mines Nantes, with a 6 month Master thesis which meets the relevant requirements for degree-conferring.

For the duration of the double degree program students will be jointly registered at UPES and Mines Nantes.

The double degree will be delivered after the successful completion of studies in both institutions

Article 5. PROGRAM STRUCTURE FOR STUDENTS FROM MINES NANTES

Option 1 : Double degree :

From UPES : Master of Technology in Nuclear Science and Technology

From Mines Nantes : Master of Science in Engineering

- The program structure is as follow:

	Year	Sem	Month	UPES	Mines Nantes
Undergraduate	1	1	Sept		BSc 1 - Preparatory classes
		2			BSc 1 - Preparatory classes
	2	1	Sept		BSc 2 - Preparatory classes
		2			BSc 2 - Preparatory classes
	3	1	Sept		BSc 3 - Engineering - 1st year Diplome d'Ingenieur
		2			BSc 3 - Engineering - 1st year Diplome d'Ingenieur
PostGraduate	1	1	Early July	Master of Technology M1 S1 (30 ECTS equivalent) + management course	
		2	Early January	Master of Technology M1 S2 (30 ECTS equivalent) + management course	
			June	3 month Internship in a company/university/institute (3 ECTS)	
	2	1	Oct		Master of Science in Engineering M2 S1 (30 ECTS) - 2nd year Diplome d'Ingenieur

For University of Petroleum & Energy Studies



Registrar

		2	March		Master of Science in Engineering M2 S2 (30 ECTS) - 2nd year Diplome d'Ingenieur : MScThesis
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- Conditions of attribution of the double degree

The double degree is awarded after:

- Successful completion of M1 (1st year of Master) at UPES
- Successful completion of the M2 in Mines-Nantes, plus a 6 month Master thesis which meets the relevant requirements for degree-conferring.

For the duration of the double degree program students will be jointly registered at UPES and Mines Nantes.

The double degree will be delivered after the successful completion of studies in both institutions

Option 2 : Double degree :

From UPES : Master of Technology in Nuclear Science and Technology

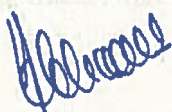
From Mines Nantes : Master of Science in Engineering

- The program structure is as follow:

	Year	Sem	Month	UPES	Mines Nantes
Undergraduate	1	1	Sept		BSc 1 - Preparatory classes
		2			BSc 1 - Preparatory classes
	2	1	Sept		BSc 2 - Preparatory classes
		2			BSc 2 - Preparatory classes
	3	1	Sept		BSc 3 - Engineering - 1st year Diplome d'Ingenieur
		2			BSc 3 - Engineering - 1st year Diplome d'Ingenieur
PostGraduate	1	1	Sept		Master of Science in Engineering M1 S1 (30 ECTS) - 2nd year Diplome d'Ingenieur
		2	Janv		Master of Science in Engineering M1 S2 (30 ECTS) - 2nd year Diplome d'Ingenieur
	2	1	Oct	Master of Technology M2 S1	
		2	Fev	Master of Technology M2 S2 + MSc Thesis	
	3	1	Sept	Master of Technology M2 + MScThesis	

- Conditions of attribution of the double degree

For University of Petroleum & Energy Studies



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The double degree is awarded after:

- Successful completion of M1 (1st year of Master) at Mines Nantes
- Successful completion of the M2 in UPES, plus a 6 month Master thesis which meets the relevant requirements for degree-conferring.

For the duration of the double degree program students will be jointly registered at UPES and Mines Nantes.

The double degree will be delivered after the successful completion of studies in both institutions

Article 6. ADMISSION

The candidates from UPES will be pre-selected by UPES based on the excellence of their academic records and will be recommended to Mines Nantes for admission to the Master of Science and Technologies.

The candidates from Mines Nantes will be pre-selected by Mines Nantes based on the excellence of their academic records and will be recommended to UPES for admission to the Master of Technology at UPES

The selection process shall then go through an evaluation, by the host institution of the candidate's application (with regard to academic level, language ability and candidate's motivation).

The final decision for admission is decided by the host institution, subject to its rules and procedures.

Details of the application procedure will be clearly mentioned to the candidates.

Article 7. COSTS

i. Tuition and fees

Tuition fees will be paid by the students at the host institution, where they are studying. UPES and Mines Nantes will clearly mentioned the tuition fees to the students.

ii. Other costs

Students must cover their own travel and subsistence expenses – housing, food, insurance etc. UPES and Mines Nantes will clearly mentioned the living cost expenses and the facilities on campus.

iii. Financial support

UPES and Mines Nantes will actively seek for funding to cover partially or totally these tuition fees and/or living costs.

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Article 8. ANNUAL MEETINGS

The persons responsible for the program at both institutions shall meet at least once a year within the frame of the general agreement of cooperation between the Mines Nantes and UPES in order to:

- Review effectiveness of the teaching programs
- Examine the academic results achieved by the students in the light of the institutions' joint efforts
- Review the domains and programs able to host students in the frame of the double-degree program
- Review the selection and admissions procedures and criteria
- Decide, each year, the number of students to be admitted to the double degree program.
- Discuss further actions

Article 9. EFFECTIVE DATE AND LENGTH OF MOA

The Memorandum of Agreement will remain in force for a period of five years from the effective date. Any amendment and/or modification of the Memorandum of Agreement will require written approval by each partner institution's signing officer for Memorandums of Agreement. After the initial five-year period, this MoA may be renewed on mutual agreed terms unless written notice of termination is given.

Either party reserves the right to terminate this MoA upon six months' written notice to the other party. In this case, the program(s) or the activity(ies) already approved by both parties shall be allowed to be completed under the conditions of this MoA.

In such event, the obligations of Mines Nantes and UPES towards the students, currently enrolled in a Double Degree program, will be carried out under the conditions of the present agreement.

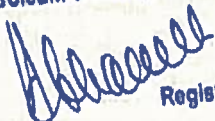
Article 10. COMPLIANCE

UPES and Mines Nantes shall comply with the University Grants Commission regulations referred as "UGC ((Promotion and Maintenance of Standards of Academic Collaborations between Indian and Foreign Educational Institutes) Regulations, 2012. This MOU between UPES and Mines Nantes shall be submitted to UGC for approvals within six months before its implementation. Only on receiving the approval from statutory authority i.e. UGC, a joint degree shall be awarded. However, in the event of non-approval of UGC, the credit transfer policy of both the institutions will apply. In such a case, the degree will be awarded by UPES with additional certification from Mines Nantes.

Article 11 COUNTERPARTS

This Agreement may be executed in two or more counterparts (including by facsimile or other electronic transfer like e-mail), each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument.

For University of Petroleum & Energy Studies


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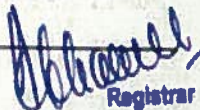
This Memorandum of Agreement will take effect when signed by each side:

On behalf of UPES

On behalf of Mines Nantes

For University of Petroleum & Energy Studies

Mr Abhay Sharma
Registrar of UPES


Registrar

Date: _____

Ms. Anne Beauval
Director of Ecole des Mines de Nantes



Date: 23 / 09 / 2015

26

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ('MoU') is entered by and between;

University Court of the University of Aberdeen, a charity registered in Scotland, No SC013683, University Office, King's College, Regent Walk, Aberdeen, AB24 3FX, United Kingdom

AND

University of Petroleum and Energy Studies (UPES) is a statutory University established in the year 2003 through UPES Act, 2003 of the State Legislature of Uttarakhand, having its Energy Acres based at P.O. Bidholi Via-Prem Nagar, Dehradun-248007.

and who may, from time to time, be hereinafter referred to individually as the 'Party' or collectively as the 'Parties'.

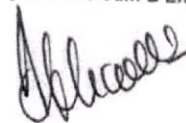
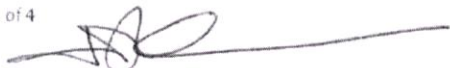
WHEREAS the Parties are mutually interested in establishing collaboration on academic and research related development activities;

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

NOW THEREFORE THE PARTIES AGREE TO ENTER INTO THIS MOU AS FOLLOWS:

ARTICLE I: PURPOSE AND PRINCIPLES OF COLLABORATION

The purpose of this MoU is solely to detail the intentions of both Parties in order for them to evaluate the possibility of developing collaborations in the activities detailed under Articles II and III hereunder. Such activities shall be further developed and materialised only under a separate written legally binding agreement as detailed under Article IV.



ARTICLE II: AREAS OF COLLABORATION

The primary areas of collaboration are in the fields of **Physical, Natural and Social Sciences**. However, other areas of common interest can be added by written agreement of the Parties which is only valid by signature of an authorised signatory of each of the Parties.

ARTICLE III: METHODS OF COLLABORATION

The Parties shall jointly develop activities to enhance their academic and research capabilities for the benefit of both Parties. The activities may comprise of but are not limited to:

1. Develop mobility and exchange schemes for staff, researchers and students
2. Joint development of short continued professional development (CPD) courses
3. Facilitation of the articulation of students
4. Joint development of Summer schools programmes and
5. Conduct International Conference/seminars in areas of collaborations/mutual interest to share ideas/best practice
(hereinafter referred to individually as 'Activity' and collectively as 'Activities')

Both Parties will actively pursue funding in order to enable the above Activities.

ARTICLE IV: IMPLEMENTATION

The specific Activities shall be further developed and materialised only under a separate written legally binding agreement for each Activity when an Activity will be organised jointly by the Parties.

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 organisation of the Activity, including but not restricted to:

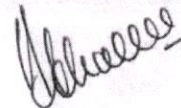
- the start date, duration and end date of the Activity;
- fees, maintenance and expenses, where applicable;
- the policies and procedures relating to admission, registration and statutory reporting;
- the policies and procedures relating to academic standards, and for monitoring, assessment, examination and award;



xxxx /Memorandum of Understanding/UPES

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Registrar

- the facilities and academic and pastoral support available, including the avenues for appeals and complaints;
- the monitoring, review, ownership, management and exploitation of Intellectual Property;
- the surviving obligations of the Parties following termination of the Activity.

Each Party will nominate a representative to supervise that Party's involvement in an Activity. The name and contact details of said representatives will be issued to both Parties.

ARTICLE V: NON COMMITMENT

1. This MoU does not commit either Party to any financial expenditure. Activities will be initiated only if the necessary support funding has been guaranteed and a separate written legally binding agreement has been entered into by both Parties.
2. No student is allowed to enter into any collaborative program solely on the basis of this MoU.
3. This MoU is not intended to create a contractual relationship between the Parties, nor shall the terms of the same be considered legally binding upon the Parties.

ARTICLE VI: DURATION AND TERMINATION


1. Either Party may terminate this MoU in giving not less than sixty (60) days' notice in writing of termination.
2. This MoU shall continue in force from the last date of signature of this MoU and effect for a period of three (3) years, unless terminated earlier under Article VI (1).

ARTICLE VII: LANGUAGE

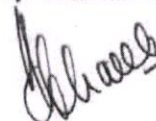
This MoU is drawn up in English which language shall govern all documents, notices and meetings for its application and/or extension or in any other way relative thereto.

ARTICLE VIII: COUNTER PARTS

This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party".


xxxx /Memorandum of Understanding/UPES

For University of Petroleum & Energy Studies



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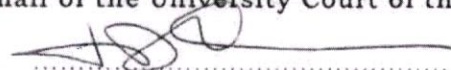
Signed for and on behalf of the University Court of the University of Aberdeen:

Authorised

Full Name (Print

Designation:

Place of Signature:



J D Kilburn

Senior Vice-Principal

Date:

16th Feb 2016

Dehra Dun

For University of Petroleum & Energy Studies

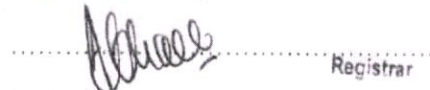
Signed for and on behalf of University of Petroleum and Energy Studies (UPES)

Authorised

Full Name (Print

Designation:

Place of Signature:



Registrar

Abhay Sharma

Registrar

Date:

11.2.2016

Dehradun (Uttarakhand , India)



xxxx /Memorandum of Understanding/UPES