

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

For research entitled

Roll-on / Roll-off Design Challenge

23-11 This Corporate University Research Agreement (the "Agreement") is entered into this day of November, 2016 (the "Effective Date"), by Lockheed Martin Corporation ("LMC"), a Maryland Corporation with a principal place of business at 6801 Rockledge Drive, Bethesda, Maryland 20817, and University of Petroleum and Energy Studies, having its office at "Energy Acres," Bidholi, Dehradun, 2480087 (Uttarakhand), India ("UNIVERSITY"). LMC and UNIVERSITY shall be known as a "Party" individually and as the "Parties" jointly throughout this Agreement.

1. OBJECT

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

2. CONDUCT OF PROJECT

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

Lockheed Martin Corporation

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

University

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

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

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

3. STAFFING

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

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

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

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

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

4. REPORTS

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

5. FUNDS

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



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6. TERM OF AGREEMENT AND CHANGES

a. The term of this Agreement shall commence on the Effective Date and terminate on 31st December 2017, but may be shortened or extended by mutual agreement of the UNIVERSITY and LMC. The term of Individual Project Agreements shall be as set forth in Exhibit B. LMC may terminate this Agreement, or any Individual Project Agreement, at any time for default if University fails to comply with any terms of this Agreement, or any Individual Project Agreement, and such default has not been cured within thirty (30) days after receipt of written notice from LMC. In the absence of a UNIVERSITY default, either Party may terminate this Agreement, or an Individual Project Agreement by providing at least sixty (60) days prior written notice to the other Party; provided, however, such termination shall not affect the required fulfillment of the Parties' rights and obligations associated with a Project up to the termination date. In the event that any termination by either Party establishes a termination date on or prior to the next scheduled payment as set forth in Exhibit B, then notwithstanding any other provision of this Agreement, LMC shall have no obligation to make such payment to UNIVERSITY and the total amount of funding to be provided to the UNIVERSITY shall be limited to the amount of the first payment. In the event this Agreement or an Individual Project Agreement is terminated for any reason other than a UNIVERSITY default, the Parties commit to working together in good faith to ensure that there is either no or minimized disruption and that each Party continues to provide necessary administrative and managerial support to the ongoing funded Project until the earlier of the termination date or associated funding is exhausted. In the event of any termination, University shall only be compensated for work actually completed prior to the date of termination. In the event of any termination of this Agreement or an Individual Project Agreement, LMC shall be provided with all of the results for the research performed prior to the termination date in accordance with the STATEMENT OF WORK set forth in Exhibit B.

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

7. PUBLICATION

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



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

8. INTELLECTUAL PROPERTY

8.1

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

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



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

9. PROTECTION OF PROPRIETARY INFORMATION

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

10. ADVERTISING

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

11. EXPORT CONTROL OF INFORMATION

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



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

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

12. INDEPENDENT CONTRACTORS

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



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

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

13. RELEASE OF LIABILITY

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

14. RESERVATION OF RIGHTS

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

15. DISPUTES

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

16. NOTICE



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

17. SOLE AGREEMENT

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

18. NON-WAIVER OF BREACH

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

19. SEVERABILITY; PARTIAL INVALIDITY

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

20. ADDITIONAL PROVISIONS

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

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

c. 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 together shall constitute but one and the same instrument.



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

LOCKHEED MARTIN CORPORATION

UNIVERSITY OF PETROLEUM AND
ENERGY STUDIES

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

By _____

By  _____ Registrar

Name: _____

Name: ABHAY SUARMA

Title: _____

Title: REGISTRAR

Date _____

Date 23/11/2016

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EXHIBIT A
GENERAL STATEMENT OF RESEARCH



Indian University
RO-RO Concep...

ADP-2014-003-NC, 16 September 2014
Indian University Roll On/Roll Off Mission Systems Project for C-130 Aircraft
Statement of Work



ADP-2015-028
C-130 Cargo Loading Manual

A handwritten signature in blue ink, appearing to be 'Adnan'.

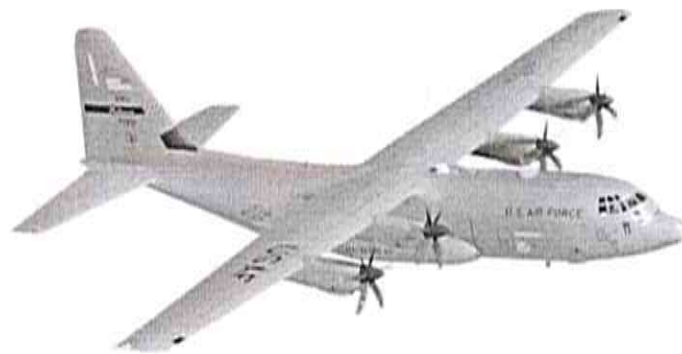
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EXHIBIT B
INDIVIDUAL PROJECT AGREEMENT
Roll-on/Roll-off Design Challenge Phase 3

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Lockheed Martin Ro/Ro Challenge
Team Tesseract
University Of Petroleum And Energy studies
Dehradun

Prototype Phase Statement of Work (SOW)

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

TEAM TESSERACT

TEAM MEMBERS	MENTORS
Upsam Rai	Dr. Suresh Kumar
Pravesh Kumar	Dr. Rajnish Garg
Preeti Sharma	Dr. G.G Sastry
Madhur Khanna	Dr. Om Prakash
Amitabh Yadav	Dr. Shyam Pandey
Rahul Arora	Dr. Rajesh Yadav
Sreeparna Basu	Prof. Vijay Patidar
Arpit Jain	Prof. N.B. Soni
Mayukh Jyoti Chakraborty	Prof. Arun Jaya Prakash
Kanishk Pareek	Prof. Vindhaya Devalla
Itevant Pande	Prof. Vivek Kaundal

Prof. Sudhir Joshi & Prof. Narayan Khatri
Project Investigator

Dr. Kamal Bansal
Dean –CoES
UPES

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SECTION I

STATEMENT OF WORK

INTRODUCTION

1-1. Scope of work.

Team Tesseract comprises of motivated individuals who wish to be mentored by Lockheed Martin and TASL to guide them through the design and development of an engineering prototype which will enable the team to build a compliant and robust payload adhering to industry regulations. This shall be helpful while marketing the product as a prospect for suitable disaster management agencies in India. Lockheed Martin shall pay the University a grant of USD \$40,000 for the proposed research project.

1-2. Objectives.

- To scale down the current design of the payload
- To finalize the design of the payload, modifying it to the requisite TRL of 6 before starting the prototype manufacturing.
- Industrial visits and seeking assistance from NDRF personnel on design details.
- Design guidance and validation from Lockheed Martin and TASL.
- Acquiring vendor details for material, parts and manufacturing assistance.
- Working out a check-routine plan with mentors to maintain regular supervision of the project.

1-3. Place of performance.

Place of performance shall be decided once the arrangement is clear and expectations are defined. The place of performance, in this case, the place of manufacturing of payload shall be distributed over a number of small facilities for development of various sub-systems.

1-4. Period of performance.

The period of performance is expected to be 18 months. Scope and objectives will be adjusted accordingly to accommodate this schedule in consultation with the mentors.

1-5. Plan of Progress.

The first four months will be allocated to completion of the design with guidance from Lockheed Martin and TASL. Once, the design has been validated, the detailed project plan including schedule, testing plan, implementation plan, training plan, and transition plan will be presented to fitting vendors. Manufacturing and integration of frames, chassis, electrical circuitry and auxiliary aids may take 12 to 18 months depending on the vendors.

1-6. Deliverable.

The final deliverable list is provided below and will include the scaled functioned model after the assembly of each component. A technical blueprint will provide a vivid description of each component of the payload along with its dimensions, along with a user manual describing the opening closing mechanism, lighting system, quad copter handling and battery recharge. The tentative time duration required for the delivery of the final product after clearing the various tests is likely to be 12 to 18 months after signing of the contract.

Interface Control Document (ICD)
Product Drawings/Models And Associated Parts Lists
Operator Manual
Test Procedures
Test Report
Final Design Specification
Final Project Presentation
Final Project Report (to include design analysis)

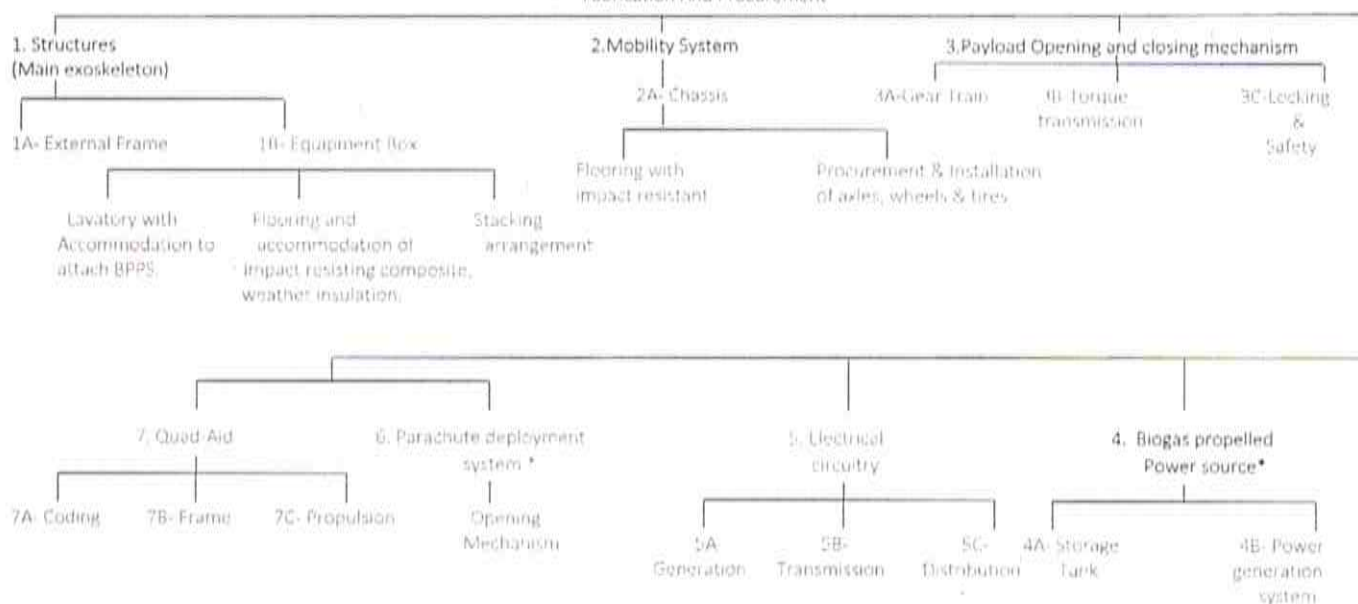
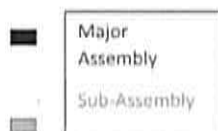
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SECTION II

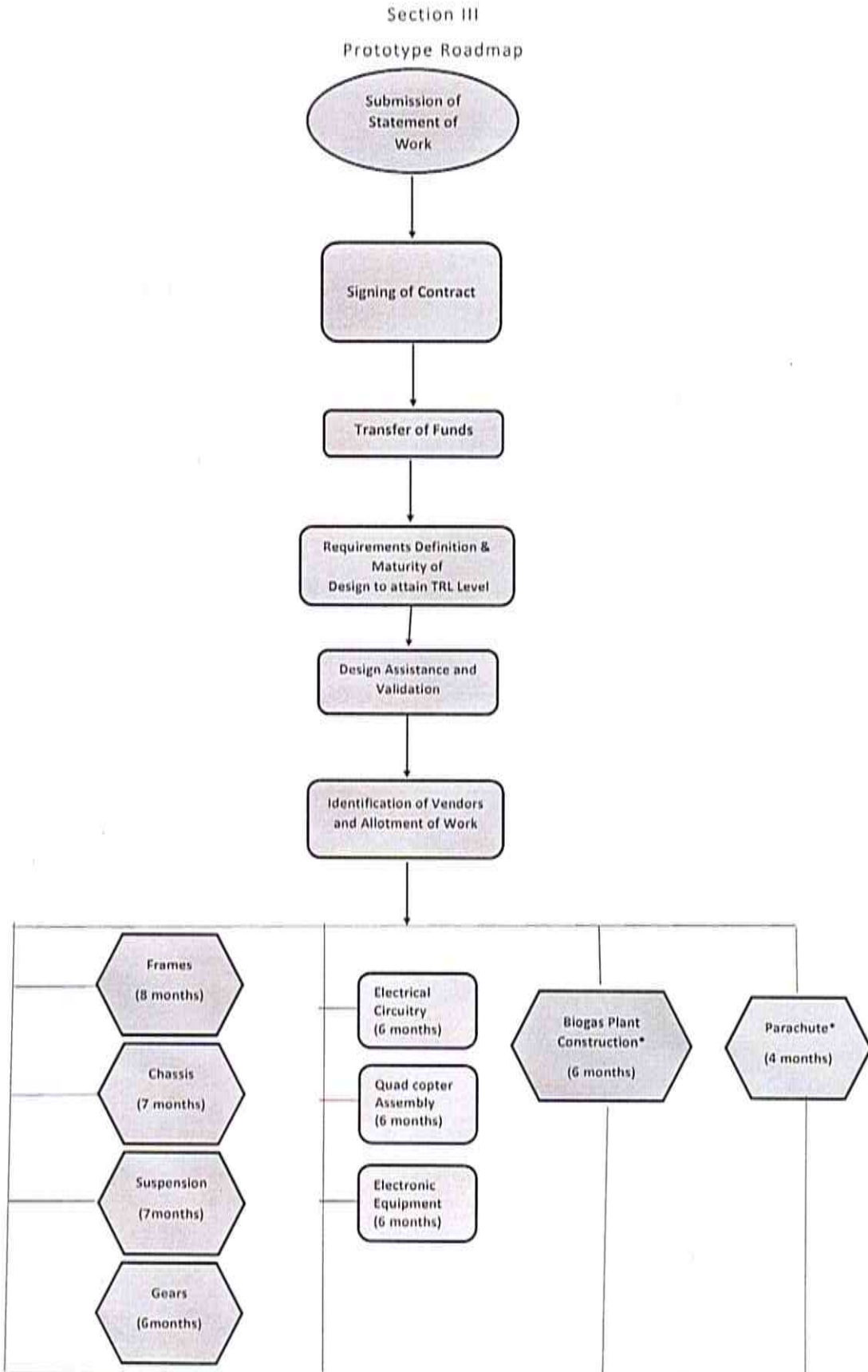
PHASE III High-level Plan

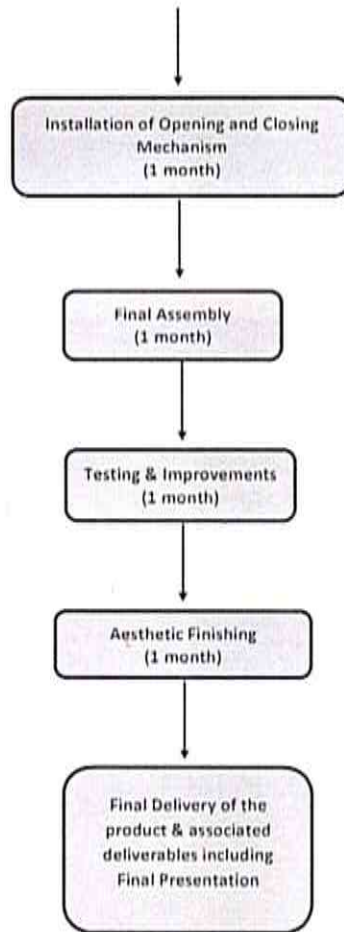
- Delivery of Contract
- Signing of Contract and transfer of funds
- Maturity of design
 - Requirements Definition
 - Design assistance (From Lockheed as well as permission to use third party help)
 - Research Assistance on critical components like BPPS (Biogas Propelled Power Source)
 - System Safety Analysis
 - Test Plan Development
 - Professional review
 - Design validation
- Fabrication And Procurement



Major Assembly	Structures	Mobility	Opening and closing Mechanism	Biogas Propelled Power Source*
Sub Assembly-1	External Frame(1A) Equipment Box(1B)	Chassis(2A)	Gear train (3A) Torque transmission (3B) Locking and safety (3C)	Storage tank(4A) Power generation System(4B)
Sub-system integration 1	1A+1B+2A			
Sub-system integration 2	Sub-system integration 1+3A+3B+3C			
Sub-system integration 3	Sub-system integration 2+4A+4B			
Sub Assembly-2	Electrical circuitry	Parachute deployment system*	Quad aid	
	Generation(5A) Transmission(5B) Distribution (5C)	Opening mechanism(6A)	Coding(7A) Frame(7B) Propulsion(7C)	
Sub-system integration 4	Sub-system integration 3+5A+5B+5C+6A+7A+7B+7C			

* The Bio-Aid and Parachute Deployment Mechanism will not be delivered with the prototype, as it is being scaled down.





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SECTION IV

LIST OF TASKS

Major Tasks	Milestones
<p>1. Preliminary design review will be done after 3 months from the time the project starts.</p> <p>2. Specifications for manufacturing will be finalized at the time of Preliminary design review.</p>	
<p>Overall Program Requirements</p> <ul style="list-style-type: none">• Requirements Development• System Safety Assessment• Test Plan	<ul style="list-style-type: none">• Develop Requirements Compliance Matrix• Develop Top Level System Safety Assessment Report• Develop Initial Test and Demonstration Plan. Deliverable will be Final Test Plan and Test Results Report at end of program.

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Major Assembly	
<ul style="list-style-type: none">• Design of external frame.• Design of equipment boxes.• Design of internal structure and stacking mechanism.	<ul style="list-style-type: none">• Identification of the manufacturers• The manufacturing process will take place in the following order.<ol style="list-style-type: none">1. External frame2. Equipment boxes3. Flooring and impact resisting composite4. Stacking mechanism5. Internal structure• Material Selection. Aluminum 7079 T6 is the most reliable material for the manufacturing of above components.
<ul style="list-style-type: none">• Design a mechanism for easy transportation of the payload during the rescue operation and to minimize the impact and rebound movement of the payload• Design and analysis of suspension.• Positioning of dampers on chassis.	<ul style="list-style-type: none">• Identifying the manufacturers.<ol style="list-style-type: none">1. Tyres. 205/65 R15 Tyre has been selected. Vendors are MRF, CEAT.2. M 14 Bolts For mounting the wheels on axle• Material Selection. For axle and suspension, chrome vanadium steel and A666 low carbon steel respectively are to be procured.
<ul style="list-style-type: none">• Design of gear train assembly for the opening and closing of payload.• Analysis of torque inducing mechanism.	<ul style="list-style-type: none">• Identifying the manufacturers.• Epicyclic gear train recognition



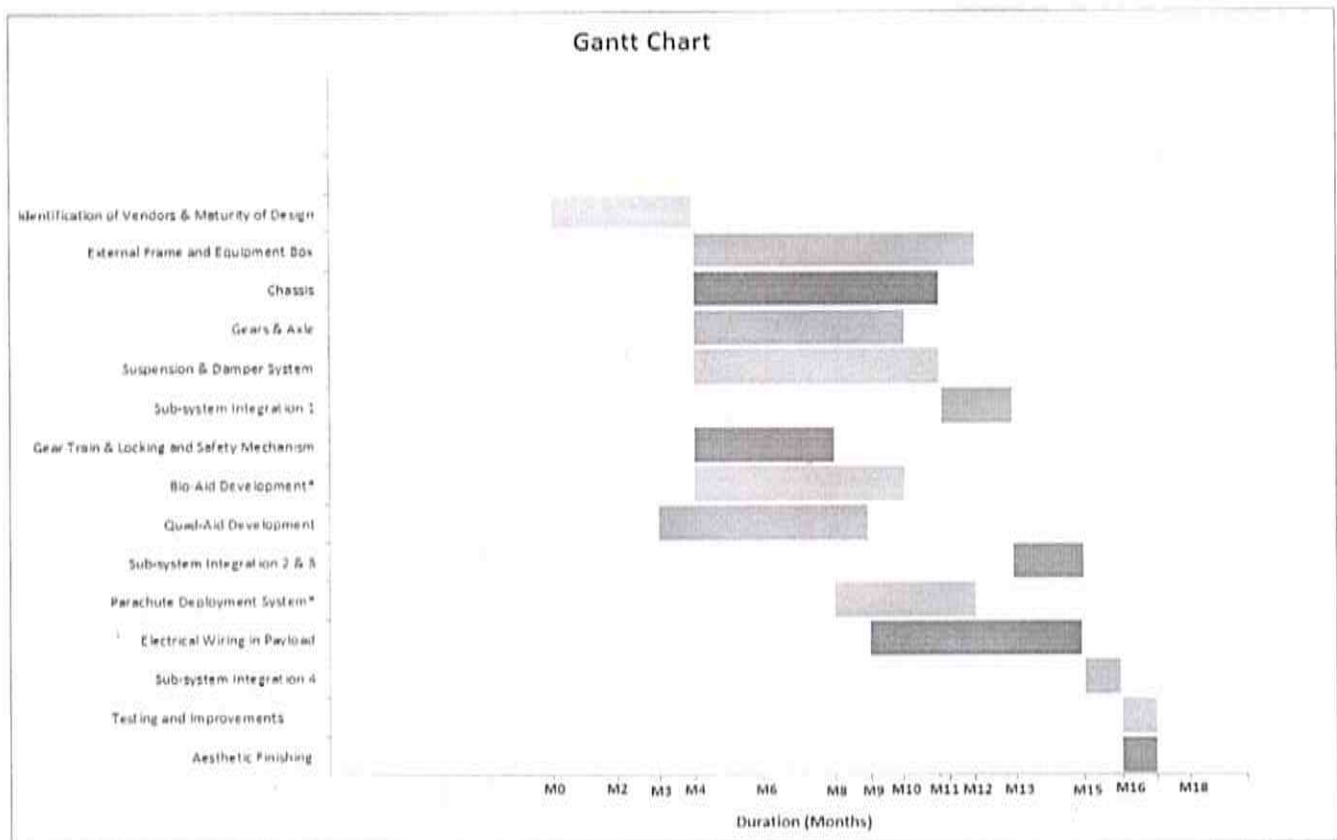
Sub Assembly	
<ul style="list-style-type: none">• Design and analysis of a suitable and economical wiring system.• Placement of electrical fixtures in respective rescue boxes.	<ul style="list-style-type: none">• Identification of the manufacturers.<ol style="list-style-type: none">1. Circuit protection, domestic switchgear, cables & wires, energy meters, LED strips, luminaires has to be procured. Proposed vendor is Havells India and the cables chosen are Havells Heat Resistant Flame Retardant (HRFR) insulation cables with S3 safety.2. Power generation, transmission, distribution system has to be acquired. Proposed vendor is Crompton Greaves.
<ul style="list-style-type: none">• Design & fabrication of a quad copter having at least 50 minutes of flight time.• A charging system for the quad copter batteries.• Design of an automatic lighting system along with a manual lighting mode.• To design a user's manual with an electronic section which describes the usage of all the electronic systems in the payload.	<ul style="list-style-type: none">• Identification the manufacturers.

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

Registrar

SECTION V

GANTT CHART



* * *

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

Registrar

UNIVERSITY and LOCKHEED MARTIN CORPORATION
CORPORATE UNIVERSITY RESEARCH AGREEMENT

EXHIBIT C
ACKNOWLEDGEMENT OF OBLIGATIONS
Schedule 3 to Individual Research Agreement

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

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



Signature

23-11-16

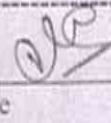
Date

Ravant Pande

Printed Name

Team Member

Title or Position



Signature

23/11/16

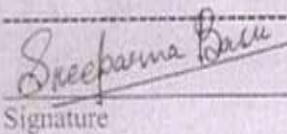
Date

MAYUKH JOTI CHAKRABORTY

Printed Name

Team Member

Title or Position



Signature

23/11/16

Date

Printed Name

Team Member

Title or Position



Signature

23/11/16

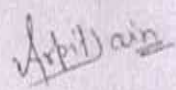
Date

Kanishk Pareek

Printed Name

Team Member

Title or Position



Arpit Jain

23/11/16

Team Member.



UNIVERSITY and LOCKHEED MARTIN CORPORATION
CORPORATE UNIVERSITY RESEARCH AGREEMENT

EXHIBIT D
PROPRIETARY INFORMATION AGREEMENT



P14-061 UPES
RO-RO executed...

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

A handwritten signature in blue ink, appearing to read 'Ahmed'.

Registrar

Code of Conduct and Ethics for compliance by all Suppliers of University of Petroleum & Energy Studies

University of Petroleum & Energy Studies (**UPES**) is committed to acting honestly and ethically. We expect the same of our suppliers and business associates and this Code sets necessary standards for our suppliers and business associates.

Applicability

This Code applies to suppliers and business associates of "UPES". It includes not only the supplier/business associates but also their employees, agents, and sub-contractors who are engaged in supplying goods/performing services for UPES.

Records and Reporting

Suppliers must keep accurate records of all matters related to their business with UPES, including the proper recording of all expenses and payments. If UPES is being charged by a supplier for employees time, time records must be complete and accurate. Suppliers should not delay sending an invoice or otherwise enable the shifting of an expense to a different accounting period.

Assets and Information

Suppliers should protect UPES's assets and information. Suppliers, who have been given access to UPES's assets, whether tangible or intangible, should use them only within the scope of the permission granted by UPES and for the purposes of the engagement with UPES. Suppliers who have been given access to UPES's confidential information should not share this information with anyone unless authorized to do so by UPES. If a supplier believes he has inadvertently been given access to UPES's confidential information, he should immediately notify its contact at UPES and refrain from further distribution of the information. Suppliers should not share with anyone UPES information related to any other person or organization if the supplier is under a contractual or legal obligation not to share the information.

Bribery and Corruption

UPES has a zero tolerance policy for making or accepting bribes or kickbacks. In connection with any transaction as a supplier to UPES, or that otherwise involves UPES, suppliers must not transfer anything of value, directly or indirectly, to anyone, including government officials, employees of government-controlled entities, or employees of UPES or any other organization, in order to obtain any improper benefit or advantage. Suppliers / business associates acting on behalf of UPES must comply with the Prevention of Corruption Act, 1988 and other relevant local laws dealing with bribery and corruption. Suppliers must keep a written accounting of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of UPES, or out of funds provided by UPES. Suppliers must furnish a copy of this accounting to UPES upon request.

Gifts, Meals, Entertainment, and Other Business Courtesies

Acceptance of Gifts, Meals, Entertainment and similar business courtesies from suppliers are normally to be avoided by UPES employees. However in exceptional circumstances, UPES



employees may exchange gifts, meals, entertainment, and other business courtesies with suppliers only if they are reasonable, infrequent, and modest in amount, as well as consistent with local law, custom, and practice. In all cases, UPES employees must never offer or accept such courtesies under circumstances where they could affect, or appear to affect, decision making. And they must never give or receive cash. We expect our suppliers to respect these restrictions.

Conflicts of Interest

UPES employees should act in the best interest of UPES when conducting UPES business. They should have no relationship, financial, or otherwise, with any supplier that might conflict, or appear to conflict, with their obligation to act in the best interest of UPES. Suppliers should have no financial relationship with any UPES employee with whom they may interact as part of their engagement with UPES. Suppliers should take care that any personal relationship with a UPES employee is not used to influence the UPES employee's business judgment. If a supplier has a family or other relationship with UPES employee that might represent a conflict of interest, he should disclose this fact to UPES prior to commencement of business association with UPES or ensure that the UPES employee does so.

Speaking Up

Suppliers who believe that a UPES employee, or anyone acting on behalf of UPES, has engaged in illegal or improper conduct, should report the matter to UPES and they can raise the issue with the employee's manager, or contact UPES ethics and compliance personnel mjain@upes.ac.in. The concerned suppliers relationship with UPES will not be affected by an honest report of potential misconduct.

Acceptance

This document is to be signed in token of acceptance by all suppliers/business associates at the time of entering into contractual engagement with UPES.

**Accepted by and on behalf of
Lockheed Martin Corporation**

Authorized Signatory



DOCUMENT REVIEW AND APPROVAL FORM

Type of Document / Contract: Service Agreement

Ref: _____

Supplier/Vendor/Other/s: Lockheed Martin Corporation

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

Effective Date: Nov 23, 2016 Expiration Date: Dec 31, 2017 [] Automatic renewals

Short Description / Purpose: Corporate University Research Agreement

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)

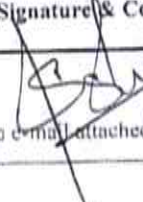

Internal Comments Received from Project Team? [] Yes [] No



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	Prof. Sudhir Joshi	Asstt. Professor-Sel Aerospace Engg.	Nov 23, 2016	 <input type="checkbox"/> e-mail attached 23 Nov 2016
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	Nov 23, 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	Finance officer	Nov 23, 2016	 <input type="checkbox"/> e-mail attached
Marketing	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
CFO	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sachin Jain	CFO	Nov 23, 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

From:
Satheesha B.Nanjappa,
Associate Vice President, Education and Research Dept.,
Infosys Limited
No 350, Hebbal Electronics City
Hootagalli, Mysore-570018

Date: 07-Sep-2016

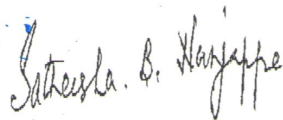
Sub: Renewal of Campus Connect Program MoU

Dear Sir,

We are pleased to inform you that your esteemed institution has met or exceeded the expectations in the Campus Connect Program partnership. In this regard, we are pleased to extend the Campus Connect Program MOU for a further period of 2 years.

Please find enclosed the Renewal of Memorandum of Understanding (RMOU) of Campus Connect Program between Infosys Limited and University of Petroleum & Energy Studies.

With regards,



Satheesha B.Nanjappa,
Associate Vice President, Education and Research Dept.,
Infosys Limited
Mysore-570018

INFOSYS LIMITED

CIN: L85110KA1981PLC013115

44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India

T 91 80 2852 0261

F 91 80 2852 0362

askus@infosys.com

www.infosys.com

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is between Infosys Ltd, a company incorporated under the laws of India with its registered office at Electronics City, Hosur Road, Bangalore – 560 100, India (hereafter referred to as “Infosys”); and

University of Petroleum & Energy Studies, an university / engineering college committed to educational excellence having its office **Bidholi, Via Prem Nagar, Dehradun, Uttarakhand 248007** (Hereafter referred to as “Partner”).

RECITALS:

- A. WHEREAS Partner has been established for the purpose of enriching the technical education process and to jointly work for enhancing the quality of education imparted to students of all the engineering disciplines in the field of Information Technology (IT).
- B. AND WHEREAS Infosys wishes to collaborate with the Partner for the purpose of enriching the technical education in new subject areas, learning-teaching process and to jointly work for enhancing the quality of education imparted to students of all the Information Technology (“IT”) disciplines.
- C. AND WHEREAS Partner with assistance from Infosys has goals for enhancing the quality of the technical education for students thereby enabling them to meet the industry needs and to be recognized globally.

NOW THEREFORE THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. This MOU is for collaboration between both parties, for mutual benefit, to enhance the quality of the educational experience of students of the Partner and for the specific purposes detailed in Annexure I of this MOU
2. Infosys shall be responsible for providing the requisite course material, publicity material such as handouts, information brochures and posters and conducting faculty enablement programmes as agreed between the parties.
3. The Partner shall be responsible for providing the requisite infrastructure, network and internet access and any other facility required for the education and training.

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar

INFOSYS LIMITED

CIN: L85110KA1981PLC013115

44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India

T 91 80 2852 0261

F 91 80 2852 0362

askus@infosys.com

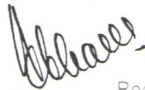
www.infosys.com

4. It is agreed that the terms and conditions of any agreed cooperative project (s) as outlined in Annexure 1 of this MOU shall be the subject matter of separate definitive agreements to be negotiated and agreed upon by the Parties and/or any third parties, wherever applicable, provided always the decision whether to initiate and/or implement any proposed cooperative projects shall be subject to the availability of funds and human resources on the part of each Party.
5. The parties, their representatives, and/or assignees, following the execution of this MOU, desire to maintain close contacts with each other to achieve the goals and objectives of, and to develop the ideas acknowledged in this MOU.
6. Both parties hereby agree to designate a representative from its side who will be the primary point of contact on behalf of that party.
7. Any expenses incurred by the parties for the purpose of this MOU shall be agreed upon and shall be borne as per the mutual agreement.
8. Notwithstanding any other provision of this MOU, neither party shall have any right to use any trademarks or trade name of the other party, nor to refer to this MOU or the obligations performed hereunder directly or indirectly, in connection with any product, promotion, or publication without the prior written approval of the other party.
9. All information which has been disclosed to or obtained by either party at any time during the implementation of this MOU, is confidential information. For this purpose the parties agree to sign the binding non-disclosure agreement in Annexure II.
10. The terms and conditions mentioned herein shall commence on the execution of this MOU and shall continue for a period of two (2) years from the date thereof or for such period as may be determined or extended by the parties from time to time by written notice, unless terminated by either party in accordance with this MOU. Either party may terminate this MOU at any time by providing three (3) months written notice to the other party.
11. Any notice required to be given hereunder shall be in writing and shall be deemed to be sufficiently served on the party if sent by hand or by registered post to the addresses of the party as stated in this MOU. Notices shall be deemed received:-
 - (i) If sent by registered mail, three (3) days after posting;
 - (ii) If by hand, on the day of delivery; and
 - (iii) If sent by telex or facsimile to the correct number or designated address within seventy-two (72) working hours.



12. Both parties agree to take all reasonable steps to ensure the successful completion of the collaboration, and co-operate with each other in duly carrying out the obligation agreed upon.
13. The expiration and termination of this MOU will not affect the terms of those activities, which are in progress at the time of notification of expiry or termination of the MOU.
14. On the termination or expiry of this MOU or when requested by Infosys, the Partner undertakes to return all materials to Infosys without any delay.
15. Each party shall ensure that they do not actively solicit the faculty of the other party who is involved in the implementation of this MOU during the period of such faculty's involvement with the program and for six (6) months thereafter.
16. Both the parties agree that Infosys is not obliged on account of this MOU to recruit any fixed number of students from the Partner.
17. This MOU is an indication of good faith and intent on the part of both parties and does not create any legal obligations between them. In the event of any differences or disputes arising from the implementation of the provisions of this MOU, the parties shall as far as possible settle such differences or disputes in good faith by consultation or negotiation between the parties.
18. Save and except for Clause 6, Clause 7 and Clause 8, this MOU is not a legally binding contract and under no circumstances does this MOU subject either of the parties to liability for breach, whether material or minor, of contract or any other liability under international law or the laws of the country of the respective parties or any other applicable law.
19. The parties hereby agree that they are not bound exclusively by this MOU and are at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.

UNIVERSITY OF TECHNOLOGY, YERVADA CAMPUS



Registrar

In written whereof both parties put their hard seal on the day, month and year herein mentioned.

Date: July 13, 2013

Place: New Delhi

Name: Satheesha B.Nanjappa

Designation: Associate Vice President & Head,
Campus Connect Education, Training &
Assessment Dept., Infosys Ltd.

Signature:



Authorized Signatory
For Infosys

Seal:

Date: July 13, 2016

Place: New Delhi

Name: ADHAR SHARMA

Designation: REGISTRAR

Institute: University of
Petroleum & Energy
Studies

Signature:



Authorized Signatory
For Partner

Seal:

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar

ANNEXURE I**PURPOSE / SCOPE OF THE COLLABORATION:**

Infosys shall facilitate and share inputs with University / College for co-designing Industry Electives in the field of IT. The syllabus and contents of such Elective Program shall be decided by University / College at its sole discretion. The details shown in Annexure I are only indicative guidelines, and Infosys may change the following at short notice at its discretion.

There will not be any cash incentive for the faculty members involved in the training programs (Technical / Soft Skills) at the institution. However, value-added offerings will be there to motivate the faculty members.

Student / Education

1. Create a project bank for final year students
2. Publish Infosys courseware On the Web and provide access
3. Conducting special lectures for students at campuses
4. Participate in Conferences at the national/international level in the college / Seminars/ Contests
5. Increase employability by providing technical and soft skills training
6. Encouraging the students to visit Infosys Campuses

Faculty

1. Sharing Industry oriented-courseware and Technology
2. Faculty Enablement Program
3. Sabbaticals at Infosys
4. Interaction with subject matter experts

University / College

1. Share best-in-class standards (a) College-college (b) Industry-college
2. Books / CDs / DVDs etc for the library
3. Strengthen relationship with Universities / Colleges
4. Work with education bodies / universities to align the industry requirements into the college curriculum

ANNEXURE II**MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

This is an **agreement** ("Agreement" hereafter) between:

- **INFOSYS LIMITED**, with its registered office at Electronics City, Hosur Road, Bangalore 560 100 ("Infosys") including its successors; and
- **University of Petroleum & Energy Studies** operating out **Bidholi, Via Prem Nagar, Dehradun, Uttarakhand 248007**. ("Partner") including the Partner's employees, affiliates and successors at the time of the entering the agreement and during the tenure of the engagement, that is effective July 13, 2016.

The parties possess competitively valuable Confidential Information (as hereinafter defined) regarding their past, current and future services and products, research and development, customers, business plans, software, listings, holdings, alliances, investments, transactions, intellectual property and rights associated thereto and general business operations. The parties wish to enter into a mutually beneficial relationship, and as such, wish to share their Confidential Information with the other party, including its authorized employees and agents. For the purposes of this Agreement, the party that discloses Confidential Information to the other party shall be referred to as the "Disclosing Party", and the party that receives such Confidential Information from the other party shall be referred to as the "Recipient".

The Recipient may be given access to the Disclosing Party's Confidential Information or to create new Confidential Information for the Disclosing Party.

In view of the above, the parties agree as follows:

1. Confidential Information

"Confidential Information" includes any information:

- specifically indicated by the Disclosing Party, either verbally or in writing, as confidential;
- under the circumstances of the disclosure, that are to be treated as confidential; or
- the Recipient creates or produces while performing its obligations under this Agreement,

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar

Regardless of the media that contains the information.

Confidential Information does not include information, which:

- is generally available to the public at the time of its disclosure to the Recipient;
- becomes known to the public through no fault/action of the Recipient in violation of the terms herein;
- is legally known to the Recipient at the time of disclosure by the Disclosing Party;
- is furnished by the Disclosing Party to third parties without restriction; or
- is furnished to the Recipient by a third party who to the Recipient's knowledge legally obtained said information and the right to its disclosure.
- is developed independently by Recipient without use of or reference to the Disclosing Party's information.

2. Restrictions on Use

- (a) The Recipient will not disclose any Confidential Information to third parties for any purpose without the prior written consent of the Disclosing Party. However, where the Recipient is required to disclose Confidential Information in accordance with judicial or other governmental action, the Recipient will give the Disclosing Party reasonable prior notice unless such notice is prohibited by applicable law.
- (b) The Recipient will not use any Confidential Information for any purposes except those expressly contemplated or authorized by the Disclosing Party.
- (c) The Recipient will take the same reasonable security precautions as it takes to safeguard its own confidential information, but in no case less than reasonable care.
- (d) The Recipient undertakes to impose the confidentially obligations on all directors, officers and employees or other persons who work for the Recipient or under its direction and control, and who will have access to the Confidential Information.
- (e) The Recipient will return all originals, copies, reproductions and summaries of Confidential Information in its control, or confirm its destruction as requested by the Disclosing Party.

3. Action on Breach

- (a) The Recipient will notify the Disclosing Party immediately upon discovery of any breach of this Agreement by the Recipient, and will cooperate in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent further breach.
- (b) The Disclosing Party will be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Ownership and Warranties

- (a) All Confidential Information, including the inherent intellectual properties, remains the sole and exclusive property of the Disclosing Party and the Recipient shall have no right, title or interest in the same. Similarly, the Disclosing Party does not own any of the intellectual property of the Recipient, including any proprietary methodologies, tools or practices, unless otherwise agreed.
- (b) The Disclosing Party, unless expressly confirmed, makes no warranty regarding the accuracy or reliability of Confidential Information.

5. Applicability of Provisions

- (a) The provisions of this Agreement are jointly and severally applicable and will not be considered waived by any act or acquiescence, except by a specific prior written confirmation. Accordingly, both parties will expressly agree in writing to any changes in the Agreement.
- (b) If any provision of this Agreement is held illegal, invalid or unenforceable by law, the remaining provisions will remain in effect. Moreover, should any of the obligations of this Agreement be found illegal or unenforceable for any reasons, such obligations will be deemed to be reduced to the maximum duration, scope or subject matter allowed by law.
- (c) If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

6. Jurisdiction

This Agreement will be governed by the laws of India on all substantive aspects, and both parties consent to the jurisdiction of the courts in Bangalore.

7. Tenure and Survival

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar

All obligations created by this Agreement shall survive change or termination of the parties' business relationship for a period of two years from the date of the disclosure of the Confidential Information or the change in/termination of the business relationship of the parties whichever is later.

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

Infosys Limited

By: Satheesha B N

Name: Satheesha B.Nanjappa

Title: Associate Vice President & Head,
Campus Connect Education, Training &
Assessment Dept., Infosys Ltd

Date: July 13, 2016.

Seal:

**M/s University of Petroleum & Energy
Studies**

Name: ABHAY SHARMA

Title: REGISTRAR

Date: July 13, 2016.

Sign: Abhay

Seal:

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

Abhay

Registrar

INFOSYS LIMITED

CIN: L85110KA1981PLC013115

44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India

T 91 80 2852 0261

F 91 80 2852 0362

askus@infosys.com

www.infosys.com



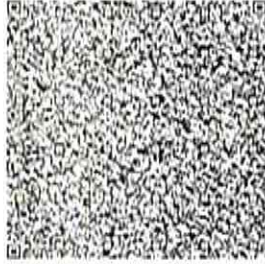
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL17345895455605O
Certificate Issued Date : 04-Nov-2016 04:47 PM
Account Reference : IMPACC (IV)/ dl840403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL84040334376498511001O
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-----

AGREEMENT

This Agreement is entered into on this 6th day of December, 2016 by and between;

UNIVERSITY OF PETROLEUM & ENERGY STUDIES, a university established under the University of Petroleum & Energy Studies Act, 2003, enacted by the State of Uttarakhand, having its Campus at Energy Acres, P.O. Bidholi, via Prem Nagar, Dehradun (hereinafter referred to as "**UPES**") through its Registrar, Mr. Abhay Sharma, Dehradun, which expression shall unless it be repugnant to the context or meaning

Almabay Networks Pvt. Ltd.


Auth. Signatory

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar

Page 1 of 8

Statutory Alert:

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

thereof means and include its successors, nominees, assigns, executors and administrators, One Part;

AND

ALMABAY NETWORKS PVT. LTD. a company incorporated under the provisions of Companies Act, 1956, having its registered office at 441 Tricity Plaza, Peermuchalla Zirakpur 140603, (hereinafter referred to as "AlmaBay") through its CEO Mr.Vishal Sood which expression shall unless it be repugnant to the context or meaning thereof means and include its successors, nominees, assigns, executors and administrators, Other Part;

ARTICLE 1: APPOINTMENT OF ALMABAY

1.1 UPES is desirous to appoint AlmaBay for the purpose of creating Student Networking Platform and hosting Alumni Website.

1.1 AlmaBay has represented that it has the requisite capabilities and experience to provide such services.

1.2 Based on the above representation, UPES agrees to appoint AlmaBay, on non-exclusive basis, for the purpose of creating Student Networking Platform and hosting Alumni Website for the UPES students.

1.3 The services mentioned above are non-exclusive and UPES reserves the right to appoint any other agency to render such services.

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS HEREIN CONTAINED, UPES AND ALMABAY AGREE AS FOLLOWS:

ARTICLE 2: SCOPE OF SERVICES

The scope of Services will include the following:

- UPES shall appoint AlmaBay as non-exclusive alumni engagement partner during the term of association.
- Almabay shall create android based mobile app and maintain alumni page and web site to create a virtual alumni network on cyberspace.
- Provide tool for students to engage mentors from alumni database.
- The Alumni website will be linked to UPES Website main page under students Area.
- Almabay shall share all event notifications with Alumni.
- Provide social and professional networking platform for alumni and students.

Almabay Networks Pvt. Ltd.


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- Provide job and internship opportunities for the alumni on the platform.
- Encourage alumni to offer jobs, projects and funds for the University.
- Invest in Campus Brand Ambassador Program on the campus to encourage student and alumni participation in positive activities.
- Almabay will help UPES to set up alumni chapters in different places across the globe.
- Almabay will help define agendas for different meets with alumni to improve intellectual and professional interaction between alumni and students of the institute.
- Provide support services in making presentations and make presentations etc. as and when required under scope of project.
- UPES will provide alumni data to AlmaBay
- Almabay will update alumni page and blog for UPES. All change log (backup) will be maintained by Almabay.
- Almabay shall not share Profile Data with others. Portal has an option where Alumni can post vacancies of their respective companies. Almabay will post vacancies opportunity on portal where interested alumni can apply for the same)

ARTICLE 3: TERM & TERMINATION OF THE AGREEMENT

- 3.1 The effective date of this Agreement shall be one year from December 10, 2016 and shall be renewed every year on payment of Annual Maintenance Cost (AMC) to AlmaBay
- 3.2 Notwithstanding the aforesaid, this Agreement may be terminated by UPES at any point of time with or without assigning any reason by giving one months' notice of termination.

ARTICLE 4: RELATIONSHIP BETWEEN THE PARTIES

- 4.1 Both Parties shall maintain complete control of and responsibility for its employees, agents, methods and operations and nothing contained herein shall be deemed to create any association, partnership, joint venture, franchise or relationship of principle and agent or, master and servant or employer or employee between the Parties hereto or any of the permitted affiliates or subsidiaries thereof, or to provide either Party with the right, power or authority whether express or implied to create any such duty or obligation on behalf of the other Party.

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- 4.2 UPES shall appoint a coordinator with whom AlmaBay will liaise with for any queries a student may have and for the fulfilment of this agreement. Such person so appointed will respond to queries in a timely manner.

ARTICLE 5 : PAYMENT OF FEES

- 5.1 UPES shall pay Initial one time set up fee amounting to Rs. 2,50,000.00 (INR Two Lacs Fifty Thousand only) plus taxes. Out of total fee Rs.150000/- shall be payable in advance and rest shall be payable 6 months after satisfactory launch of website covering all the deliverables mentioned in scope of services. In case Almbabay is unable to up & run the website as agreed whole amount paid as advance shall be refunded forthwith.
- 5.2 Annual Maintenance Charges @ Rs. 62,500/- shall be payable from second year onwards. The AMC cost shall be firm for 5 years. All applicable Taxes shall be extra.

ARTICLE 6: SUSPENSION

- 6.1 Almbabay and UPES may, by notice to the each other, suspend, in whole or in part, the Services or the disbursement of funds hereunder if any party termines that;
- (i) the other party have failed to carry out any of its obligations under this Agreement;
- (ii) any other condition has arisen which, in the reasonable opinion of any party interferes, or threatens to interfere, with the successful carrying out of the Services or the accomplishment of the purpose of the Contract, or
- (iii) a force majeure event has occurred.

ARTICLE 7: INDEMNITY

- 7.1 To the fullest extent of the law, AlmaBay shall indemnify, defend and hold harmless UPES, its officers, employees and its representatives from and against any and all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities, arising out of AlmaBay's negligence, whether it be sole or in concert with others, in connection with performance of the services described herein including breach of confidentiality data of alumni/students of UPES.

ARTICLE 8: REPRESENTATION AND WARRANTIES

- 8.1 AlmaBay and UPES hereby represent and warrant to each other:
- a) It has the power and authority to sign this Agreement, perform and comply with its duties and obligations under this Agreement.

Almbabay Networks Pvt. Ltd.


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- b) This Agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.
- c) The execution, delivery and performance of this Agreement have been duly authorized by all requisite actions and will not constitute a violation of (i) any statute, judgment, order decree or regulation of any court, governmental instrumentality or arbitral tribunal applicable or relating to itself, its functions or (ii) any other documents or to the best of its knowledge any indenture, contract or agreement to which it is a party or by which it may be bound.
- d) That no representation or warranty made herein contains any untrue statement.

ARTICLE 9: GOVERNING LAW

- 9.1 This Agreement shall be governed by and construed in accordance with the laws of India.
- 9.2 Except for seeking interim injunction in the Court of competent jurisdiction, it is agreed between the parties that all disputes and differences, arising between the Parties relating to any of the provisions of this Agreement, either during its term or upon expiration or termination, shall be settled by mutual accord within 30 days of the arising of such dispute. If the dispute cannot be settled by mutual discussions within 30 days as provided herein, the matter shall be referred to the sole Arbitrator who shall be appointed by both the Parties with mutual consent. The Arbitration proceedings shall be conducted in terms of Arbitration & Conciliation Act, 1996 and/or any statutory modification or re-enactment thereof and the venue of the Arbitration proceedings shall be at New Delhi and language of Arbitration shall be in English The expenses of the Arbitration proceedings shall be borne equally by the Parties or as may be decided by the Arbitrator.

ARTICLE 10: AMENDMENT TO THE AGREEMENT

- 10.1 The obligations of AlmaBay and UPES have been outlined in this Agreement. However, during the operation of the Agreement, circumstances may arise which call for alterations or modifications of this Agreement. These modifications/alterations will be mutually discussed and endorsed in the form of an appendix to the Agreement.

ARTICLE 11: NOTICES

- 11.1 All notices, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or sent through registered post, or through speed post, or by overnight courier with package tracing capability as provided elsewhere in this Agreement, to the address set forth as above. Either party may change the addresses set forth for it herein upon written notice thereof to the other.

ARTICLE 12: ENTIRE AGREEMENT

- 12.1 This Agreement shall constitute the entire agreement between the Parties hereto. It shall supersede all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgement or other

Almabay Networks Pvt. Ltd.


Auth. Signatory

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communication between the Parties relating to its subject matter during the term of this Agreement.

ARTICLE 13: CONFIDENTIALITY

13.1 Any information, equipment, know-how, and technical documentation, including electronically stored data and computerised geometries, which constitute secret information of UPES and to which AlmaBay has access through its business relationship as set out in this Agreement, shall be kept confidential for the duration of this Agreement and 1 year thereafter. Any use copying or other reproduction of such information is permitted only in connection with the fulfilment of UPES's obligations pursuant to this Agreement, and in full compliance with applicable laws and regulations concerning copyright and other intellectual property rights. AlmaBay shall immediately return all the confidential information provided to it in hard and soft form on expiry / termination of Agreement or destroy the same in presence of the authorized representative of UPES.

13.1 All Confidential Information is and shall remain the property of UPES and AlmaBay's obligations of confidentiality and non-use shall survive the termination of this Agreement. Upon completion or termination of the performance of Services hereunder, AlmaBay agrees to deliver to UPES all tangible forms of Confidential Information without retaining any copies, reproductions or notes thereof.

13.2 Without the prior written consent of UPES, AlmaBay will not use or permit the use of UPES's (including any and all subsidiaries and affiliates) name or any of its brand names, trademarks, trade names or logos in any form of publication, advertising or publicity release.

ARTICLE 14: NON-SOLICITATION OF EMPLOYEES

14.1 During the term of this Agreement and for a period of one year after the termination of this Agreement, Both Parties shall not, without the prior written consent of the other Party, either directly or indirectly solicit or attempt to solicit, divert or hire away any person employed by the other Party.

IN WITNESS WHEREOF, both the parties hereto have duly executed the Agreement on the day in the year first mentioned above in here.

For and on behalf of
AlmaBay Networks Pvt. Ltd

Almabay Networks Pvt. Ltd.

Signature:  Auth. Signatory

For and on behalf of
University of Petroleum & Energy Studies
UNIVERSITY OF PETROLEUM & ENERGY STUDIES

Signature



Registrar

**Code of Conduct and Ethics for compliance by all Suppliers of
University of Petroleum & Energy Studies**

University of Petroleum & Energy Studies (**UPES**) is committed to acting honestly and ethically. We expect the same of our suppliers and business associates and this Code sets necessary standards for our suppliers and business associates.

Applicability

This Code applies to suppliers and business associates of "UPES". It includes not only the supplier/business associates but also their employees, agents, and sub-contractors who are engaged in supplying goods/performing services for UPES.

Records and Reporting

Suppliers must keep accurate records of all matters related to their business with UPES, including the proper recording of all expenses and payments. If UPES is being charged by a supplier for employees time, time records must be complete and accurate. Suppliers should not delay sending an invoice or otherwise enable the shifting of an expense to a different accounting period.

Assets and Information

Suppliers should protect UPES's assets and information. Suppliers, who have been given access to UPES's assets, whether tangible or intangible, should use them only within the scope of the permission granted by UPES and for the purposes of the engagement with UPES. Suppliers who have been given access to UPES's confidential information should not share this information with anyone unless authorized to do so by UPES. If a supplier believes he has inadvertently been given access to UPES's confidential information, he should immediately notify its contact at UPES and refrain from further distribution of the information. Suppliers should not share with anyone UPES information related to any other person or organization if the supplier is under a contractual or legal obligation not to share the information.

Bribery and Corruption

UPES has a zero tolerance policy for making or accepting bribes or kickbacks. In connection with any transaction as a supplier to UPES, or that otherwise involves UPES, suppliers must not transfer anything of value, directly or indirectly, to anyone, including government officials, employees of government-controlled entities, or employees of UPES or any other organization, in order to obtain any improper benefit or advantage. Suppliers / business associates acting on behalf of UPES must comply with the Prevention of Corruption Act, 1988 and other relevant local laws dealing with bribery and corruption. Suppliers must keep a written accounting of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of UPES, or out of funds provided by UPES. Suppliers must furnish a copy of this accounting to UPES upon request.

Gifts, Meals, Entertainment, and Other Business Courtesies

Acceptance of Gifts, Meals, Entertainment and similar business courtesies from suppliers are normally to be avoided by UPES employees. However in exceptional circumstances, UPES employees may exchange gifts, meals, entertainment, and other business courtesies with suppliers only if they are reasonable, infrequent, and modest in amount, as well as consistent with local law, custom, and practice. In all cases, UPES employees must never offer or accept such courtesies under circumstances where they could affect, or appear to affect, decision making. And they must never give or receive cash. We expect our suppliers to respect these restrictions.

Conflicts of Interest

UPES employees should act in the best interest of UPES when conducting UPES business. They should have no relationship, financial, or otherwise, with any supplier that might conflict, or appear to conflict, with their obligation to act in the best interest of UPES. Suppliers should have no financial relationship with any UPES employee with whom they may interact as part of their engagement with UPES. Suppliers should take care that any personal relationship with a UPES employee is not used to influence the UPES employee's business judgment. If a supplier has a family or other relationship with UPES employee that might represent a conflict of interest, he should disclose this fact to UPES prior to commencement of business association with UPES or ensure that the UPES employee does so.

Speaking Up

Suppliers who believe that a UPES employee, or anyone acting on behalf of UPES, has engaged in illegal or improper conduct, should report the matter to UPES and they can raise the issue with the employee's manager, or contact UPES ethics and compliance personnel mjain@upes.ac.in. The concerned suppliers relationship with UPES will not be affected by an honest report of potential misconduct.

Acceptance

This document is to be signed in token of acceptance by all suppliers/business associates at the time of entering into contractual engagement with UPES.

Accepted by and on behalf of

AlmaBay Networks Private Limited

Almabay Networks Pvt. Ltd.


Auth. Signatory

Authorized Signatory


DOCUMENT REVIEW AND APPROVAL FORMType of Document / Contract: Service Agreement



Ref: _____

Supplier/Vendor/Other/s: AlmaBay Networks Pvt. Ltd. New Contract Amendment/ Exhibit Corporate document Letter/communication OtherEffective Date: Nov 1, 2016 Expiration Date: shall be renewed on payment of AMC Automatic renewalsShort Description / Purpose: UPES has appointed AlmaBay for the purpose of creating student networking platform and hosting Alumni Website.**Part I (Finance / Treasury)**Institution/Business Unit: _____ Department: PRGL Account: _____ Total Amount: Rs. 2,50,000/- plus taxes,Budgeted Yes No N/A Op Ex. Single Payment Amount: _____ Date Required: _____ Op. Ex. Multiple Payments:
of Payments: _____ Start Date: _____Amount of each Payment: _____From: _____ To: _____ Cap. Ex. Amount: _____Project #: _____ Phase: _____**Part II (Checklist)**Internal Comments Received from Project Team? Yes NoContract(s) Fully Negotiated? Yes No N/ABid Submitted? Yes No N/A

REVIEWS & APPROVALS

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

	Required?	Name	Title	Date	Signature & Comments
Initiator	X	Vikas Narula	AD (Corporate Relations)	December 6, 2016	<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	December 6, 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 Goyal	FO	December 6, 2016	 <input type="checkbox"/> e-mail attached
Marketing	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
CFO	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sachin Jain	CFO	December 6, 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

MEMORANDUM OF UNDERSTANDING BETWEEN

University of Petroleum and Energy Studies, Dehradun

And

Rosa Learning & Development Center, Shahjahanpur (UP).

This Memorandum of Understanding (MoU) is entered into as on 15 Oct, 2016, by and between the University of Petroleum and Energy Studies, Dehradun and Rosa Learning & Development Center, Shahjahanpur (UP).

The partners have entered into this MoU because they:

- ✓ RECOGNIZE the mutual interest in the fields training, development and dissemination of knowledge.
- ✓ RECOGNIZE the importance of In-plant training activity for Engineering students.
- ✓ RECOGNIZE the importance of the Industry Partner within its field of expertise.

This MoU will enable the parties to:

- Foster technical education at Engineering Graduate level to make the Engineering holder, industry ready.
- STRENGTHEN the theoretical knowledge in industrial practices. An exposure to industrial environment brings about attitudinal change in the students by inculcating managerial principles, which cannot be effectively imparted through classroom or laboratory inputs.
- PROVIDE two certified industry specific trainings in the field of 'Simulator training of Thermal Power Plant operation' and 'The hands on experience of electrical and mechanical equipment used in the thermal power plant' (Annexure I(a) and Annexure I(b)) after completion of 5th semester of B.Tech Power System Engineering students of UPES, Dehradun.
- This MoU is signed only in the interest of helping & Guiding the College students in Training & development activities And Rosa Learning & Development Center is /will not responsible for any other act of the student of whatsoever kind.
- It is the responsibility of the student to take care of his / her Safety & Security and RLDC will not be held responsible on such matters. The Organization shall have 'No liability' whatsoever, due to the accident or mishap caused to the student, during the period of training.
- The Financial proposal for the same is as per Annexure II.
- It will remain valid for 01 year may be continued thereafter, if mutually agreed after review.

The parties hereby agree to establish collaboration according to terms and conditions set out by the Rosa Learning & Development Center Ltd in Annexure - 1

University of Petroleum and Energy Studies, Dehradun	Rosa Learning & Development Center, Shahjahanpur (UP).
Signed by : 	Signed by : Chandra Shekhar
Signature :  UNIVERSITY OF PETROLEUM & ENERGY STUDIES	Signature : 
Date : 19.10.2016	Date : 15 Oct, 2016
Office Seal : Registrar	Office Seal : 

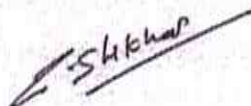
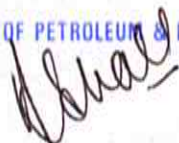
RELIANCE**RPSCL Training Centre**
Shajahanpur (UP) -242401

Annexure I (a)

Programme	<i>Simulator training of Thermal Power Plant operation</i>			
Duration	From	12 Dec, 2016	To	17 Dec, 2016
Timings	FN	09:30 am	AN	06:00 pm
Target Participants	Graduate Engineers Trainees			

	FORENOON	AFTERNOON
Day-1	Inauguration of the Course and Introduction about simulator, HMI Familiarization, Pre Assessment	Electrical Supply System
Faculty	Mr. Chandra Shekhar &	Mr. Chandra Shekhar
Day-2	1. Boiler, Turbine Interlock & Protections 2. Starting of the following Equipments: ACW, Compressor, CWP, Cooling System, APH, ID fan, FD fan, Boiler, De-aerator, condenser filling.	Hands on Practice of starting the auxiliaries and electrical system on 300 MW Simulator
Faculty	Mr. Chandra Shekhar	Mr. Chandra Shekhar
Day-3	Boiler Purging & Light up, Boiler pressure raising, charging of HP/LP Bypass System Hands on Practice on 300 MW Simulator	Turbine Lub oil System & Vacuum Pulling Hands on Practice on 300 MW Simulator
Faculty	Mr. Chandra Shekhar	Mr. Chandra Shekhar
Day-4	Turbine Heating, Rolling & Synchronization. Hands on Practice on 300 MW Simulator	Starting of Coal Milling System & Pressure raising Hands on Practice on 300 MW Simulator
Faculty	Mr. Chandra Shekhar	Mr. Chandra Shekhar
Day-5	Load raising to 150 MW & maintaining of important control parameters. Hands on Practice on 300 MW Simulator	Load raising to 300 MW & maintaining of important control parameters Hands on Practice on 300 MW Simulator
Faculty	Mr. Chandra Shekhar	Mr. Chandra Shekhar
Day-6	Malfunctions At Different Load Conditions, Hands on Practice on 300 MW Simulator	Load reduction & Planned shutdown, Hot start-up Rolling of the un Unit Operation under Emergency Conditions Hands on Practice on 300 MW Simulator
Faculty	Mr. Chandra Shekhar	Mr. Chandra Shekhar

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04/04



RPSCL Training Centre
Shajahanpur (UP) -242401

Annexure I (b)

Programme	<i>The hands on experience of electrical and mechanical equipment used in the thermal power plant</i>			
Duration	From	19 Dec, 2016	To	21 Dec, 2016
Timings	FN	09:30 am	AN	06:00 pm
Target Participants	Graduate Engineers Trainees			

	FORENOON	AFTERNOON
Day-7	Alignment and balancing of rotating equipment	Hand on experience
Faculty	Mr. Chandra Shekhar	Mr. Chandra Shekhar
Day-8	Vibration measurements and vibration analysis	Visit to site and hand on experience
Faculty	Mr. Chandra Shekhar	Mr. Chandra Shekhar
Day-9	Maintenance practice of transformer and HT circuit breaker, EHV CT and PT.	Post assessment of the Training.
Faculty	Mr. Chandra Shekhar	Mr. Chandra Shekhar

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C. Shekhar

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RELIANCE

Rosa Power Supply
Company Limited
CIN: U3110MH1994PLC243148

Administrative Block, Hardoi Road,
P.O. Rausar Kothi, Tehsil-Sadar,
District - Shahjahanpur
Uttar Pradesh 242 406

Tel: +91 05842 306600
Fax: +91 05842 300003
www.reliancepower.co.in

Dated : 03, October, 2016

Ref No : RLDC/TRG/2016/03

To
The Chancellor,
University of Petroleum & Energy Studies,
Dehradun'.

Kind Attention : Mr. N B Soni

Subject : Proposal for Simulator & Maintenance Training, reg.

Sir,

With reference to your mail dated inquiry dated 01 Oct, 2016 & our discussion, we are pleased to submit the budgetary proposal for 06 Days Simulator Training & 03 Days Power Plant Maintenance as mentioned below:

Sl.No	Description	Charges in Rs.	Quantity
1	Training Charges per person including taxes	Rs. 11,000/-	70-75 Nos

Batch Size : 14-15 persons per batch, Total Batch 05 Nos, Training charges will be applicable on coordinator/faculty if accompanying along with students.

This includes Training charges + Study Material + AC Accommodation twin sharing basis + Fooding + Working Tea & Transportation (Pick up & drop, from Hostel to Plant & Back.).

Payment Terms & Conditions : Within 15 days from the date of invoice.

Payment Methods : DD/Chq in favour of Rosa Power Supply Co Ltd
OR
NEFT/RTGS :
Payee-"Rosa Power Supply Co. Ltd." ;
Axis Bank-Current A/c No.
909020033615893,
IFSC code-UTIB0000823

Thank you,

For ROSA POWER SUPPLY COMPANY LIMITED

Authorized Signatory

Registered Office: 3rd Floor, South Wing, Reliance Centre, Near Prabhat Colony, Off Western Express, Highway, Santacruz (East), Mumbai - 400055
Lucknow Office: 520F, Kasmanda Apartments, 2 Park Road, Hazratganj, Lucknow 226 001, Fax: 0522 3031062/2239508

To,
The Vice -Chancellor
UPES, Dehradun

Dear Sir,

Sub.: Approval to conduct 'Thermal Power Plant Simulator Training in lieu of Industrial Tour' Regarding

It is proposed to organize Nine Days Thermal Power Plant Simulator training for B.Tech PSE V Sem Students in lieu of their 'scheduled industrial visit during winter vacation after V sem. There are 71* students in total.

Thermal Power Plant Simulator training for B.Tech PSE Students will enhance their industrial acceptability and will provide a cutting edge over similar B.Tech programs offered at various institutes. The similar training was conducted with the previous batch of PSE V sem and it was very successful and was appreciated by Students, Management & Industries.

The Training Program is proposed in lieu of Industrial Tour (Scheduled in Dec 2016/Jan 2017)

'Rosa Power Supply Co. Ltd., Shahjahanpur (U.P.) is having a 300 MW simulator with 300 MW Thermal Power Plant with capacity of 16 students at a time. Hence, it is proposed to schedule simulator training with Rosa Learning & Development Centre, Shahjahanpur (U.P.)

The Per Student Proposed cost is as follows

Training for 9 days	: Rs.11500/- (Per Students, inclusive of all tax, Lodging & boarding by RPSC)
Industrial Visit at Lucknow (One day)	: Rs 3000/-
Travelling cost	: Rs.2000/- (Appro. per students form Dehradun to Shahjahanpur and Back)
Food during travelling	: Rs.1000/-

* Plus one more
year back student
Total student is 7

Appro. Total Rs.17,500/-

(Industrial tour charges collected Rs. 18,500/-)

(Written sign up from 100% students is enclosed herewith)

The tentative Schedule for the program is as follows

Batch No.	Training Period @ RPSC	Faculty Assigned (Tentative)
1	12 Dec - 21 Dec, 2016	Mr. Ram Manohar Sharma
2	15 Dec - 24 Dec, 2016	Mr. R. Isaac
3	22 Dec - 31 Dec, 2016	Dr. K. S. Sajan
4	02 Jan - 11 Jan, 2017	Mr. Arnarnath Bose
5	05 Jan - 14 Jan, 2017	Mr. Neeraj Sharma

The regular class work will begin from Jan 09, 2017.

The proposal and been discussed & agreed upon by Dr. Kamal Bansal, Dean, CoES, UPES.

This is submitted for your approval please. Once approved, we can proceed with railway ticket booking.

Thanks
K S Sajan
PIC-B.Tech Power System Engineering

Recommended &
forwarded for approval.
B. S. Soni

Recommended
bill on

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

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

AND

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

1. Purpose & Scope:

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

2. The parties will promote and cooperate in:

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

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

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

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



3. Duration and Termination

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

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

4. The UJS / representatives shall:

- a) Protect all assets of the **UPES** that come within its control and ensure that all information respecting to UPES that comes to its knowledge on account of this agreement is protected, kept confidential and not disclosed to any third party unless required to do so in due course of law after prior intimation of such proposed disclosure to UPES.
- b) Comply with "**zero tolerance**" practice of the UPES towards bribery and corruption and ensure that any overt or covert attempt by any UPES employee of seeking illegal gratification, whether in cash or in kind is reported to the UPES immediately.
- c) Ensure that **Gift, Meal, Entertainment** or any other form of business courtesy is not extended to any employee of the UPES or any other person acting or purporting to act on behalf of UPES.
- d) Immediately disclose to the UPES in case it has any relationship or connection howsoever remote it may be, with any official or employee of the UPES and also of any other situation which may give rise to a possible **conflict of interest**, during the course of this agreement.

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

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar

The points of contact between the parties shall be:

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

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

Signed or and on behalf of
UJS Dehradun.

Date: 29.8.16

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

Registrar

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

Date: 29.8.16



उत्तराखण्ड जल संस्थान

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

पत्रांक: 2643 /Energy Audit / /2016-17

दिनांक 09/08/16

सेवा में,

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

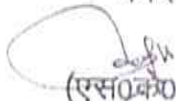
विषय: पम्पिंग पेयजल योजनाओं में उर्जा दक्षता कियान्वयन सम्बन्धी प्रस्ताव के सम्बन्ध में।
महोदय,

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

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

सलग्न— Memorandum of Understanding (MoU)

भवदीय


(एस0के0 शर्मा)
महाप्रबन्धक (मुख्यालय)

संख्या एवं दिनांक तदैव

प्रतिलिपि : निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

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

महाप्रबन्धक (मुख्यालय)

DOCUMENT REVIEW AND APPROVAL FORM

Type of Document / Contract: MOU

Ref: _____

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

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

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

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

Part I (Finance / Treasury)

Institution/Business Unit: _____ Department: _____

GL Account: _____ Total Amount: _____

Budgeted Yes No N/A

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

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

Amount of each Payment: _____

From: _____ To: _____

Cap. Ex. Amount: _____

Project #: _____ Phase: _____

Part II (Checklist)

Internal Comments Received from Project Team? Yes No


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

Bid Submitted? Yes No N/A

REVIEWS & APPROVALS

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

	Required?	Name	Title	Date	Signature & Comments
Initiator	X	Dr. Pankaj Kumar Sharma	Sr. Associate Prof. & Head Labs, COES	August 9, 2016	<input checked="" 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	Baij Nath	Legal Adviser	August 9, 2016	<input checked="" 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	Finance Officer	August 9, 2016	 <input type="checkbox"/> e-mail attached
Marketing	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
CFO	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sachin Jain	CFO, India	August 9, 2016	<input checked="" type="checkbox"/> e-mail attached ✓
President/ CEO	<input type="checkbox"/> President <input type="checkbox"/> CEO <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Capital Committee	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Board of Directors	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached

Dorothy Buragohain

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

Ok

Sent from my iPhone

Begin forwarded message:

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

I'm ok

regards
sachin

Cell - +91 9811755228
Direct - +91 11 41623035

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

Dear Sanjeev,

Kindly approve.

Sachin- request your approval also.

Regards,

Abhay

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

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

Baij Nath

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

Dear All,

Kindly approve on email for sign off.

Regards,

Abhay

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

Approved

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

Dear Sir

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

Thanks and regards

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

UPES
THE NATION BUILDERS UNIVERSITY

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

Dear Sir

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

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

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

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

Thanks and regards

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

UPES
THE NATION BUILDERS UNIVERSITY

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

Dear Sir

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

Request you to please give your kind consent.

Thanks and regards

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



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

Dear Sir,

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

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

Subject to the above the MOU is vetted in legal.

Baij Nath

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

Thanks Dr Pankaj.

Request contract approval form along with document to be signed .

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

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

Regards,

Abhay

Sent from my iPhone

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

Dear Sir

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

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

Please suggest.

regards

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

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

Dear Dr Pankaj,

Please update if there is any progress on the issue.

Regards,

S K Goyal

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

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

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

Thanks.

S K Goyal

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

Dear Sir

As discussed please find the MOU with financial sheet.

Regards

Pankaj Sharma

MEMORANDUM OF UNDERSTANDING BETWEEN

University of Petroleum and Energy Studies, Dehradun

And

Reliance Infrastructure Ltd., Dahanu.

This Memorandum of Understanding (MoU) is entered into as on _____, 2016, by and between the **University of Petroleum and Energy Studies, Dehradun** and **Reliance Infrastructure Ltd. Dahanu.**

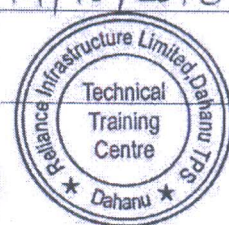
The partners have entered into this MoU because they:

- ✓ RECOGNIZE the mutual interest in the fields training, development and dissemination of knowledge.
- ✓ RECOGNIZE the importance of In-plant training activity for engineering students.
- ✓ RECOGNIZE the importance of the Industry Partner within its field of expertise.

This MoU will enable the parties to:

- Foster technical education at Engineering Graduate level to make the Engineering holder, industry ready.
- STRENGTHEN the theoretical knowledge in industrial practices. An exposure to industrial environment brings about attitudinal change in the students by inculcating managerial principles which cannot be effectively imparted through classroom or laboratory inputs.
- PROVIDE certified Industry specific training in the field of 'Hands on training of Electrical Equipment in Switchyard & PCC'(Annexure I) after completion of 5th semester of B.Tech Electrical Engineering students of UPES, Dehradun.
- This MOU is signed only in the interest of helping & Guiding the College students in Training & development activities & Reliance is will not responsible for any other act of the student of whatsoever kind.
- The Financial proposal for the same is as per Annexure II

The parties hereby agree to establish collaboration according to terms and conditions set out by the Reliance Infrastructure Ltd in Annexure-1

University of Petroleum and Energy Studies, Dehradun	Reliance Infrastructure Ltd. 2 x 250 MW Dahanu Thermal Power Station, Dahanu, Palghar-401608
Signed by : <i>ADWAY SURALMA</i>	Signed by : <i>Sanjay B. Phule</i>
Signature : <i>[Signature]</i> UNIVERSITY OF PETROLEUM & ENERGY STUDIES	Signature : <i>[Signature]</i>
Date : 19.10.2016	Date : 14/10/2016
Office Seal : Registrar	Office Seal : 

Dahanu Thermal Power Station (DTPS)

Technical Training Centre (CEA Approved - Grade A Institute)

Training Program : Electrical Module for Engineering College Students for Two Weeks.

Duration: 9 days

College :

Duration:

Day	Date	Time	Equipment/ Trg aspect/ Dept	Topic	Faculty / Coordinator
First		9:00	Introduction	Registration, Introduction to DTPS	
		10:00	Electrical	Coal to Electricity Process & Role of Electrical Dept.	
		11:10	Safety	Electrical Safety requirements & Electricity Act 2003 for Power Plants Industrial Safety-Working at Height, Causes & factors of accidents	
		13:00		Lunch Break	
		14:15	Safety	Electrical safety & Legal requirement Lifts, Batteries (management & Handling Rules), Ozone Depleting Substance (regulation) Rules, Rubber Mats,	
		16:30	Plant Visit	Plant Visit-Overall (Power plant cycle)	
Second		9:00	Electrical	Electrical Supply System in Thermal Power Station, Single Line Diagram	
		11:10	Electrical	Switchyard System Fundamentals & Maintenance Overview of Switchyard, Bus arrangement, Gas circuit breaker - specifications, Air break isolators, Earth switch, CT and PT.	
		13:00		Lunch Break	
		14:00	Plant Visit	Plant visit - Elect supply distribution system	
Third		9:00	Electrical	Protection system at 220kV Switchyard Type of protection used for switchyard, Protective relays & their function, Details.	
		11:10	Electrical	HT-LT motors at DTPS: Working principle & constructional details of motors, Maintenance schedule & practices	
		13:00		Lunch Break	
		14:15	Plant Visit	Site visit of Switchyard Equipments at 220 KV Switchyard & Protection system & DC system	
		16:15	Plant Visit	Plant visit of HT/LT Motors: Maintenance practices of Motors, Test bed for testing HT / LT Motors which is unique feature developed by DTPS for any type of HT / LT Motors.	
Fourth		9:00	Electrical	HT/LT Switchgears & its maintenance: Selection, Important Features & Categories Of Switchgears, Scheme Of 6.6 Kv SF6 Circuit Breakers, Scheme Of 415 V Emergency Switchgear, Scheme Of DG Sets & DGDB, Maintenance Of Switchgears, schedules & Practices	
		11:10	Electrical	HT/LT Switchgears protection: Types Of Feeders, Protection Overview Of Switchgears,	
		13:00		Lunch Break	
		14.15	Electrical	Plant visit of HT Switchgear: Maintenance practices Of Switchgears & demonstration of one Breaker Internals & Maintenance	
		15.45	Electrical	Plant visit of LT Switchgear: Maintenance practices Of Switchgears & demonstration of one Breaker Internals & Maintenance	
Fifth		9:00	Electrical	CHP & AHP Electrical System -Part 1 overview of CHP / AHP electrical system which involves unique electrical systems of Wagon Tiplers, Conveyor belts, Ash Disposal Pumps, Magna Drive Coupling.	
		11:10	Electrical	FGD, raw water, DM plant and H2 plant & overview	
		13:00		Lunch Break	
		14.15	Electrical	Site visit to CHP & AHP, ESP & FGD to see all details mentioned above	
		15.45	Electrical	Plant visit to Raw water, DM plant & H2 plant for above mentioned topics	
		9:00	Electrical	Working Principles & Constructional details of DTPS Generator generator construction - supported auxiliaries like seal oil system, hydrogen gas cooling, generator operational practices, generator commissioning procedure.	

Ph

(P.T.O.)

Sixth	11:10	Electrical	Exciter system & AVR / DAVR of Generator Purpose Of Excitation System, Working of AVR, Function Of Excitation System, Characteristics Of Excitation System , Performance Curve, Type Of Excitation System,	
	13:00		Lunch Break	
	14:15	Plant Visit	Plant visit & Maintenance practice for Generator, its protection and auxiliary systems & Maintenance practice for Generator	
	15:50	Plant Visit	Maintenance practice for Generator, its protection and auxiliary systems	
Seventh	9:00	Electrical	Transformers - Part 1 Power & Distribution Transformer, Maintenance practices & scheduling	
	11:10	Electrical	Transformers - Part 2 The Causes Of Transformer Failure, Fault Originating Within The Transformer Tank, Disturbances Originating From The System, Protection Scheme For Unit Transformer Protection & Relay used for 60 MVA Transformer.	
	13:00		Lunch Break	
	14:15	Plant Visit	Plant visit to Power transformer yard & Plant visit to Distribution transformer	
	15:50	Plant Visit	Maintenance Practice of Transformers HT/ LT ,CT, CCVT and PT	
Eighth	9:00	Electrical	Condition Monitoring of Electrical system Condition monitoring techniques adopted in DTPS for Elect Auxilries such as Motors, Switchgears & Transformers & site visit & practice	
	11:10	Electrical	Visit to Electrical Testing Lab Calibrtn facilities available at the Lab, Standard equipments in Lab, Testing equipments	
	13:00		Lunch Break	
	14:15	Plant Visit	Maintenance practice for HT/ EHV breakers, its control mechanism & switchyard equipments	
	15:50	Electrical	Discussion & sharing on Electrical Condition Monitoring case studies	
Ninth	9:00	Electrical	Earthing & lightning system at DTPS Overview of earthing & lightning system at DTPS, Earth Resistance Measurement, Code Of Practice For Earthing : Is 3043 -1987,	
	11:10	Electrical	Maintenance Practice of Battery charger & batteries, airconditioning system	
	13:00		Lunch Break	
	14:15	Electrical	Q&A, Group discussion with ELM SMC	
	15:50	Electrical	Feedback session & Certificate distribution	



Phule
S. B. Phule
Sr Ingr (Tgr)

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

Phule

Registrar



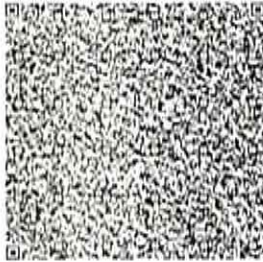
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL17344408710682O
Certificate Issued Date : 04-Nov-2016 04:45 PM
Account Reference : IMPACC (IV)/ dl840403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL84040334379029428904O
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.....

AGREEMENT

This Agreement is executed on this 9th day of December, 2016 ("Effective Date"), between;

M/s Xebia IT Architects India Private Limited a company incorporated under the provision of Companies Act, 1956 having its registered office at 411, 4th Floor, Surya Kiran Building, 19, Kasturba Gandhi Marg, Connaught Place, New Delhi -110001 (hereinafter referred to as "**Xebia**" which expression unless it be repugnant to the context or meaning thereof, be deemed to include its successors, representatives, nominees and assigns)

Page 1 of 14

Statutory Alert:

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

through its CEO Mr. Anand Sahay, authorized to sign such agreements on behalf of M/s Xebia IT Architects India Private Limited vide board resolution dated June 24, 2016 [certified true copy of the board resolution attached as **Exhibit A**] of the FIRST PART

AND

University of Petroleum & Energy Studies 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 (hereinafter referred to as "**UPES**") which expression unless it be repugnant to the context or meaning thereof, be deemed to include its successors, representatives, nominees and assigns, through its officiating Registrar; Mr. Abhay Sharma; of the SECOND PART.

"**Parties**" shall collectively mean UPES and Xebia and "**Party**" means each of UPES and Xebia individually.

WHEREAS, UPES and Xebia have agreed to launch certain new specializations in Computer Science and Engineering (CSE) programs where-in Xebia will act as industry academic partner for UPES to design the curriculum for such CSE programs besides providing specific engagement in faculty training and student learning/development;

WHEREAS Xebia represents that it is 100% subsidiary of Xebia Holding B.V. It has also represented that it has requisite internal approvals from its holding company to enter into long term strategic agreement with a University in India and that the holding company fully endorses such strategic relationship.

WHEREAS, UPES shall engage with Xebia as an Industry Academic Partner and Provider for curriculum support services as stated in this Agreement.

WHEREAS, Xebia has represented that it has the necessary approvals from the Board of Directors of Xebia to enter into such industry academic partnership [true copy of the board resolution attached aforesaid as Exhibit A], the Board understands that sensitivity and long term commitment of such partnership as it has a direct impact on the UPES students who would opt for such CSE programs and hence, undertake to commit Xebia's resources to ensure successful outcome for UPES students.

NOW, THEREFORE, in order to ensure that the Agreement between parties regarding the Industry Academic Relationship that is sought does not create any confusion or misunderstanding, the following items represent points agreed to by the parties through this Agreement.

1. Basis of the Agreement

- 1.1 Xebia and UPES acknowledge the need for incorporation of emerging technologies and specializations in the Computer Science Engineering programs in order to provide relevant education and knowledge to students pursuing career in computer science engineering. UPES and Xebia have identified certain new specializations to be incorporated in the B.Tech Computer Science Engineering programs offered by UPES.
- 1.2 The objective of this Agreement is to establish a road map for the successful execution and rollout of such new specializations under computer science

engineering programs. Both UPES and Xebia are keen to cooperate in such a way that it shall benefit the students pursuing these new computer science engineering programs at UPES.

1.3 UPES shall rollout the following full time B Tech in Computer Science Engineering (CSE) programs in collaboration with Xebia:-

- B. Tech. (CSE) with Specialization in DevOps
- B. Tech. (CSE) with Specialization in Big Data

1.4 Initially the above two programs would be launched within the framework of this Agreement. However, in case both the parties intend to launch additional programs, the same need to be mutually approved and executed in writing vide an addendum to this Agreement which shall form the part and parcel of this Agreement binding on both the parties.

1.5 The above two programs are intended to be launched in Academic year 2017-18.

2. Roles and Responsibilities

The roles and responsibilities of the parties in connection with this Agreement are described below:-

2.1 Xebia's Responsibilities

2.1.1 The curriculum and courseware for specific course modules of the abovementioned programs shall be developed by Xebia through designated subject matter experts. The curriculum and courseware shall be provided to Joint Coordination Committee JCC atleast 6 weeks prior to start of academic session for review and approval. In addition, the courseware will be reviewed every year by Xebia to ensure it's up to date in terms of technical knowledge and incorporate changes based on student/faculty feedback to improve learning experience.

2.1.2 Xebia to train the selected faculty of UPES on the curriculum and courseware so developed under the "Train the Trainer" (T3) methodology at UPES campus. Xebia will also conduct centralized training sessions on Xebia technologies for these selected faculty members. Duration of these T3 sessions will be as per actual course credit hours with self-paced learning and 4 days Classroom for every subject in campus, followed by a faculty capability assessment to be conducted by Xebia.

2.1.3 T3 sessions will be conducted prior to the start of every semester and Xebia shall provide annual calendar of T3 sessions to be conducted on campus in advance and share the same with JCC for review and approval at least 6 weeks prior to start of the academic session.

2.1.4 Courseware should be made available to UPES faculty at least 30 calendar days in advance before commencement of "Train the Trainer".

2.1.5 Every student will be provided with a soft copy for courseware in a .pdf or such other user friendly format. Xebia will ensure that the courseware is provided to students in a media friendly format. In addition, such format will also be compatible with Learning Management System (LMS) used by UPES for academic delivery to students. However, UPES shall facilitate the access of LMS to Xebia.

- 2.1.6 Xebia will be responsible for providing (a) tech talks and seminars by Industry experts to connect student's learning with Industry and (b) technical webinars and Xebia Knowledge Exchange (XKE) sessions for UPES students by Xebia subject matter experts. All such sessions will be provided at least once per semester to UPES students.
- 2.1.7 Both the parties shall designate one Program Manager/Nodel Officer as the single point of contact from Xebia and UPES under this agreement. Such Program Manager/Nodel Officer so appointed by Xebia shall visit UPES campus at least once per semester.
- 2.1.8 Xebia to promote these programs within the Xebia client partner network for placement opportunities.
- 2.1.9 Xebia to support internship for students in each cohort/group who are eligible for internship within Xebia or client partner network.
- 2.1.10 At least one visit per semester by Subject Matter Experts & guest lecturers, for the successful delivery of the program at UPES in form of seminars.
- 2.1.11 Both the parties permit each other to use its brand logo for promotional and other activities incidental to the program.
- 2.1.12 Xebia's support and obligations under this Agreement will remain the same irrespective of the number of students enrolled in the programs.
- 2.1.13 In the event of any change in majority ownership of Xebia or Xebia's holding company, the same shall be duly intimated to UPES immediately. In such an event UPES will have the right to review the partnership and decide within 90 days of such intimation on continuation of this Agreement. It is agreed that Xebia shall fully cooperate to provide all necessary information to UPES regarding Xebia's future interests in such partnerships to enable UPES to make such a decision. It is further agreed that any change in name of Xebia during the subsistence of this agreement will require approval of JCC before it can be recorded on transcript of degree.
- 2.1.14 Xebia shall treat UPES as most preferred customer in terms of Industry Academic Partnership. As part of most preferred customer status, Xebia will ensure that any new academic products related to DevOps and Big Data developed during the tenure of this agreement are first shared with UPES and Xebia will work closely with UPES to ascertain feasibility of rollout of such products at UPES. In addition, Xebia will ensure that commercial terms agreed with UPES are most competitive and no worse than that concluded with any other academic future partner with similar commercial parameters.

3.1 UPES's Responsibilities

- 3.1.1 UPES will be responsible for determining the fees for the programs, number of students to be enrolled under these programs, award of degrees on successful completion of the program besides taking all regulatory and other approvals for launch of these programs at UPES.
- 3.1.2 UPES to select and nominate faculty for the centralized orientation workshops on Xebia technologies under T3 program.

- 3.1.3 UPES to provide the detailed academic session plans to Xebia at least 6 weeks prior to start of the academic session.
- 3.1.4 UPES to promote & develop marketing collaterals and enroll the students under the programs.
- 3.1.5 UPES to share the student enrollment along with their email ids data with Xebia within 45 days of the start of semester.
- 3.1.6 UPES to award degrees to students upon successful completion of the program. The transcripts to carry the following line "This B.Tech Computer Science Program is being offered by UPES in collaboration with Xebia".
- 3.1.7 UPES to nominate Designated Project Coordinator.
- 3.1.8 UPES to guide Xebia on curriculum development based on feedback from faculty and students.
- 3.1.9 UPES to publish approved curriculum as part of UPES programs to be launched in industry academic collaboration with Xebia.
- 3.1.10 UPES to provide stay for all the visiting Xebia team, faculty and industry SMEs at UPES campus. Travel and local transport of the Xebia faculty and SMEs to be borne by Xebia.

4. Program Administration Process

- 4.1 **Joint Coordination Committee:** To coordinate the execution of the activities agreed under this Agreement, UPES and Xebia shall constitute a Joint Co-ordination Committee (hereinafter referred to as "JCC") whose members and roles will be as listed under Clause 4.2.
- 4.2 The Vice-Chancellor of UPES or his nominee as the Chairperson; two representatives from each party as members, a Project Coordinator from UPES who shall also be the Convener of the Committee. Convener of the committee may recommend changes in the membership from time to time in consultation with the nominating parties and the same shall be approved by the Vice Chancellor, UPES.
- 4.3 The JCC meeting shall have due representation from both UPES and Xebia to take decisions related to this Agreement.
- 4.3 The JCC shall make recommendations on program curriculum, content and its delivery, for approval by the Vice Chancellor, UPES through the Academic Council of the University.
- 4.4 The JCC shall monitor and review the activities under this Agreement and recommend such actions or 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.
- 4.5 It is understood that the Vice Chancellor UPES can take decisions on academic matters relating to the programs in this agreement which would be binding on the parties.

5. Deployment of Human Resources

- 5.1 UPES shall provide academic, academic support and sales/marketing resources to market and administer the programs offered under this Agreement.
- 5.2 Xebia shall provide adequate number of Xebia's internal and industry subject matter experts for curriculum development/updation and interaction with students/faculty, program support and administration besides marketing resources to propagate the new programs.

6. Commercial terms

- 6.1 UPES shall pay to Xebia fees @ Rs.8,665 (Rs. Eight Thousand Six Hundred and Sixty Five only) on the basis of per student per semester enrolled in these programs.
- 6.2 The fees shall remain fixed during the tenure of this agreement. However, the fee shall be payable for net enrollments in a semester (after withdrawals) and will be paid within 45 days of start of each semester (i.e. 15th Sep and 15th Feb) subject to receipt of undisputed invoice from Xebia.
- 6.3 Per student per semester fees doesn't include any applicable taxes such as service tax etc. If any authority imposes under this Agreement a duty, tax, levy, or fee, excluding those based on Xebia's net income, then UPES agrees to pay that amount as specified in an invoice, unless UPES supplies exemption documentation.
- 6.4 UPES shall deduct applicable taxes under the provisions of the Income Tax Act, 1961 ("the Act") in respect of the payments due to Xebia 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 Xebia is quoted correctly in such quarterly TDS returns or any other document where the PAN of Xebia is required to be mentioned.

7. Term and Termination

- 7.1 This Agreement shall be initially valid for period of 5 academic years ending on 30th June 2022 and terms for renewal of this agreement post 30th June 2022 shall be mutually discussed & agreed upon by 30th June 2021. In case the agreement is not renewed, students admitted till expiry of the agreement will be taught out till conclusion of their programs at existing rate per student per semester.
- 7.2 If at any time any party wishes to withdraw from this Agreement, it may do so with or without cause by providing the other party with a one year notice in writing of its intention to terminate this agreement. Notwithstanding such termination, all students admitted to these programs prior to such termination shall be taught out by both parties wherein each party would be bound to provide its services as enumerated in this Agreement.



8. Exclusivity

8.1 Xebia will not engage with more than 2 academic partners i.e. Universities (including UPES) in North India during the first 4 years of this Agreement. In addition, Xebia shall not engage with the second academic partner identified by Xebia in North India if objected by UPES. However, such objection will be communicated with rationale and within 30 days of such intimation by UPES to Xebia.

9. Marketing Support

9.1 Xebia understands the need to market the programs to the stakeholders including parents, students, industry partners etc. and to this effect Xebia has committed to provide reasonable marketing funds besides dedicating human resources to develop and support marketing initiatives in a cost effective way across different media channels including but not limited to PR events, blogs, joint School contact programs, student counselling sessions and other UPES admission related events.

9.2 While Xebia will work closely with UPES to develop and support UPES marketing activities for Academic year 2017-18, Xebia will submit their marketing plan from academic year 2018-19 onwards to the JCC latest by 31st Aug of the preceding year for review and finalization

10. Confidentiality

10.1 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. . In all cases where disclosures are necessitated by law, the other party shall be kept duly informed of the same.

10.2 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).

10.2.1 Disclosure

Information shall be disclosed either:

- a) In writing;
- b) By delivery of items;
- c) By initiation of access to Information, such as may be in a data base; or
- d) By oral or visual presentation.

10.2.2 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.

10.3 Obligations

The Recipient agrees to:

- 10.3.1 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
- 10.3.2 Use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.
- 10.3.3 The Recipient may disclose Information to:
 - 10.3.4 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
 - 10.3.5 Any other party with the Discloser's prior written consent.
 - 10.3.6 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.
 - 10.3.7 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.

10.4 Confidentiality Period

- 10.4.1 Information under this Agreement cannot be disclosed by either party during the tenure of this agreement and 1 year after the termination of this Agreement.

10.5 Exceptions to Obligations:

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

- 10.5.1 Already in its possession without obligation of confidentiality;
- 10.5.2 Developed independently;
- 10.5.3 Obtained from a source other than the Discloser without obligation of confidentiality;
- 10.5.4 Publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- 10.5.5 Disclosed by the Discloser to another without obligation of confidentiality.
- 10.5.6 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.



10.5.7 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.

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

- a. Providing to others products or services which may be competitive with products or services of the Discloser;
- b. Providing products or services to others who compete with the Discloser; or
- c. Assigning its employees in any way it may choose.

10.5.9 The Recipient shall:

- a. Comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and
- b. 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.

11. Limitation of Liability

11.1 In the event of any breach of the terms of this Agreement, 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 Agreement for material breach.

11.2 In the event Xebia 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 after a written Notice of Thirty days to Xebia. Circumstances may arise where, because of a default on Xebia's part or other liability, UPES is entitled to recover damages on actual (direct damages) from Xebia, including for Xebia's breach of Section 2 of the Agreement. Regardless of the basis on which UPES is entitled to claim damages from Xebia (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Xebia's entire liability for all such claims shall be as per the terms and conditions of the Agreement. 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.

- 11.3 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.
- 11.4 A breach of any of the provisions contained in this Agreement may result in irreparable and continuing damage to Xebia for which there may be no adequate remedy at law, and thus Xebia 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.

12. Indemnification

- 12.1 Both parties have agreed to bear the responsibility for any third party claims, demands, proceedings, prosecutions, or actions against the defaulting party, arising out of and as a result of any callous, negligent, deficient action or omission by the defaulting party and has undertaken to keep the aggrieved party indemnified against all losses and damages including expenses incurred by the aggrieved party while defending the claim (inclusive of legal expenses) in any court as a result of any such claim, demands, proceedings, prosecutions or actions. Besides this, Xebia warrants as:
- 12.1.1 Xebia is the developer of the content under this Agreement and it has unfettered rights in the use of the said content.
- 12.1.2 Xebia shall ensure the final material developed is 100% plagiarism free; Xebia shall provide a certificate for same to UPES along with delivery.
- 12.1.3 Xebia shall not use any material or Services that is already in existence or intended to be used by any other person.
- 12.1.4 The Content developed by Xebia shall not and will not infringe upon or violate the copyrights or any other rights whatsoever of any person or entity;
- 12.1.5 No adverse intellectual property claim exists with respect to the Services;

13. Publicity

- 13.1 Xebia agrees allowing UPES to use its trademarks, trade names, services marks or other proprietary marks under this Agreement for any advertising, press releases, publicity or marketing collaterals without any prior consent of Xebia during the tenure of this Agreement.
- 13.2 UPES agrees allowing Xebia to use its trademarks, trade names, services marks or other proprietary marks under this Agreement for any advertising, press releases, publicity or marketing collaterals without any prior consent of UPES during the tenure of this Agreement.

As

14. Governing Law

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

15. Arbitration

15.1 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. The seat of arbitration shall be New Delhi.

16. General

16.1 This Agreement supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. This Agreement cannot be modified except by a written agreement signed by the authorized representative of each of the UPES and Xebia IT Architects India Pvt. Ltd. Any reproduction of this Agreement by reliable means shall be considered an original of this document.

16.2 Each party shall be responsible for its own expenses in connection with these discussions.

16.3 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.

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

17. Notice

17.1 Any notice herein may be given if sent by hand delivery and written acknowledgement obtained thereof or by Registered A.D. to the aforementioned Program Manager/Nodel Officer of parties at their respective addresses and E-Mail Ids mentioned herein below and shall if so sent be deemed to be duly delivered. The parties agree to notify in writing any change of address in which case the notice under this clause shall be sent at the changed address;

Program Manager/Nodel Officer For UPES:



Dr. Manish Prateek
Professor & Assoc Dean-CIT, Centre for IT
Energy Acres, P.O. Bidholi via-Prem Nagar,
Dehradun, 248 007
M+ 91-9997810505

Mprateek@ddn.upes.ac.in

Program Manager/Nodel Officer For Xebia

Mr. Vijay P. Singh
Head - Training Business
Xebia IT Architects India Private Limited
612, 6th Floor BPTP Park Centra
Sector 30 Gurgaon 122002
M +91-9999114107

- 18. Non-Solicitation of Employees:** During the term of this Agreement and for a period of one year after the termination of this Agreement, Both Parties shall not, without the prior written consent of the other Party, either directly or indirectly solicit or attempt to solicit, divert or hire away any person employed by the other Party.

<p>Agreed to: University of Petroleum & Energy Studies (UPES)</p> <p> Authorized Signature</p> <p>Name : Abhay Sharma Designation: Registrar University of Petroleum & Energy Studies 210, Second Floor, Okhla Phase III, New Delhi - 110020.</p>	<p>Agreed to: Xebia IT Architect India Private Limited</p> <p> Authorized Signature</p> <p>Name : ANAND SAHAY Designation: CEO Xebia IT Architect India Pvt. Ltd. 411, 4th Floor Surya Kiran Building 19 , KG Marg, Connaught Place New Delhi - 110001</p>
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Code of Conduct and Ethics for compliance by all Suppliers of University of Petroleum & Energy Studies

University of Petroleum & Energy Studies (UPES) is committed to acting honestly and ethically. We expect the same of our suppliers and business associates and this Code sets necessary standards for our suppliers and business associates.

Applicability

This Code applies to suppliers and business associates of "UPES". It includes not only the supplier/business associates but also their employees, agents, and sub-contractors who are engaged in supplying goods/performing services for UPES.

Records and Reporting

Suppliers must keep accurate records of all matters related to their business with UPES, including the proper recording of all expenses and payments. If UPES is being charged by a supplier for employee's time, time records must be complete and accurate. Suppliers should not delay sending an invoice or otherwise enable the shifting of an expense to a different accounting period.

Assets and Information

Suppliers should protect UPES's assets and information. Suppliers, who have been given access to UPES's assets, whether tangible or intangible, should use them only within the scope of the permission granted by UPES and for the purposes of the engagement with UPES. Suppliers who have been given access to UPES's confidential information should not share this information with anyone unless authorized to do so by UPES. If a supplier believes he has inadvertently been given access to UPES's confidential information, he should immediately notify its contact at UPES and refrain from further distribution of the information. Suppliers should not share with anyone UPES information related to any other person or organization if the supplier is under a contractual or legal obligation not to share the information.

Bribery and Corruption

UPES has a zero tolerance policy for making or accepting bribes or kickbacks. In connection with any transaction as a supplier to UPES, or that otherwise involves UPES, suppliers must not transfer anything of value, directly or indirectly, to anyone, including government officials, employees of government-controlled entities, or employees of UPES or any other organization, in order to obtain any improper benefit or advantage. Suppliers / business associates acting on behalf of UPES must comply with the Prevention of Corruption Act, 1988 and other relevant local laws dealing with bribery and corruption. Suppliers must keep a written accounting of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of UPES, or out of funds provided by UPES. Suppliers must furnish a copy of this accounting to UPES upon request.

Gifts, Meals, Entertainment, and Other Business Courtesies

Acceptance of Gifts, Meals, Entertainment and similar business courtesies from suppliers are normally to be avoided by UPES employees. However in exceptional circumstances, UPES employees may exchange gifts, meals, entertainment, and other business courtesies with suppliers only if they are reasonable, infrequent, and modest in amount, as well as consistent with local law, custom, and practice. In all cases, UPES employees must never offer or accept such courtesies under circumstances where they could affect, or appear to affect, decision making. And they must never give or receive cash. We expect our suppliers to respect these restrictions.

Conflicts of Interest

UPES employees should act in the best interest of UPES when conducting UPES business. They should have no relationship, financial, or otherwise, with any supplier that might conflict, or appear to conflict, with their obligation to act in the best interest of UPES. Suppliers should have no financial relationship with any UPES employee with whom they may interact as part of their engagement with UPES. Suppliers should take care that any personal relationship with a UPES employee is not used to influence the UPES employee's business judgment. If a supplier has a family or other relationship with UPES employee that might represent a conflict of interest, he should disclose this fact to UPES prior to commencement of business association with UPES or ensure that the UPES employee does so.

Speaking Up

Suppliers who believe that a UPES employee, or anyone acting on behalf of UPES, has engaged in illegal or improper conduct, should report the matter to UPES and they can raise the issue with the employee's manager, or contact UPES ethics and compliance personnel mjain@upes.ac.in. The concerned suppliers relationship with UPES will not be affected by an honest report of potential misconduct.

Acceptance

This document is to be signed in token of acceptance by all suppliers/business associates at the time of entering into contractual engagement with UPES.

Accepted by and on behalf of**Xebia IT Architects India Private Limited****Authorized Signatory**



CERTIFIED TRUE COPY OF THE RESOLUTION DULY PASSED AT THE MEETING NO. 61/2016-17 OF THE BOARD OF DIRECTORS OF XEBIA IT ARCHITECTS INDIA PRIVATE LIMITED HELD ON FRIDAY, JUNE 24, 2016 AT 05.00 P.M. AT UTRECHTSEWEG 49, 1213 TL HILVERSUM, THE NETHERLANDS

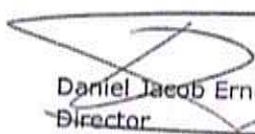
"RESOLVED THAT, the company will embark on new Academia initiatives in alliance with private universities in Asia. As part of this initiative, the company will blue print and develop joint curricula with willing universities in the area of Software development methodologies and new technologies to create credit and non-credit courses for students at Bachelor's and Master's level programs as well as for mid-level working executives."

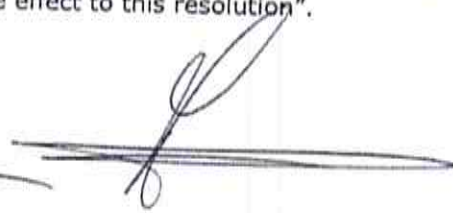
"FURTHER RESOLVED THAT, the joint curricula will impart necessary classroom and industry trainings that should enable students to harness engineering brilliance out of cutting edge technologies that are expected to be the norms of tomorrow's IT ecosphere."

"FURTHER RESOLVED THAT, the company will come into a binding contract with willing universities to be there strategic partner in jointly agreed courses and will be committed to successful execution and completion of agreed courses for the period agreed."

"FURTHER RESOLVED THAT, Mr. Michel Ferdinand Den Braver, Director and/or Mr. Anand Kumar Sahay, Director & CEO of the Company be and are hereby authorized to officially represent as Authorised signatory of the Company and to sign formal agreements and other paper work between the Company and any universities in future and to do all such other acts and things which are necessary to carry out necessary compliances to give effect to this resolution".

**Certified as a true Copy
For Xebia IT Architects India Private Limited**


Daniel Jacob Ernest Teunissen
Director



Michel Ferdinand Den Braver
Director
[DIN: 02867430]
Address: GEEUW 5, 3453 ML, DE MEERN, 345300, , NETHERLANDS

[DIN: 00087522]
Address: VERLOREN ENGH 13, BLARICUM, 1261CP, , NETHERLANDS

Xebia IT Architects India Private Limited

Unit No. 523,524,525,528,529,530,531-5th Floor & Unit No. 610, 611,611A, 612,612A,612B,614-6th Floor
BPTP Park Centra, Sector-30, Village Silokhara, Gurgaon-122002, Haryana, India
office: +91-124-4700200 fax: +91-124-4700222
e-mail:infoindia@xebia.com website: www.xebiaindia.com

CIN No : U72200DL2006PTC146928
RBS N.V Bank Swift Code : ABNAINBBDEL
TIN NO. 06721826263
Registered Office : 411, Surya Kiran Building,
19 K.G. Marg, Connaught Place, New Delhi-110001



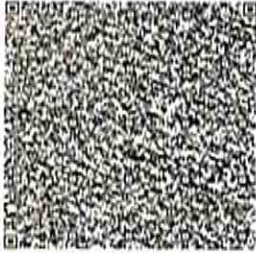
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL83246107641400N
Certificate Issued Date : 18-Nov-2015 04:51 PM
Account Reference : IMPACC (IV)/ dl840403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL84040364424191777948N
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.....

AGREEMENT

This Agreement is made on this 19th day of January, 2016 between;

Dr. Lakshmaiah IAS Study Circle (hereinafter referred to as "**IAS Study Circle**") having its registered office at Hyderabad **represented by its Director Smt. P. Padmaja Rani**, which expression shall unless it be repugnant to the context or meaning thereof means and include its successors, nominees, assigns, executors and administrators of **one part**.

Dr. Lakshmaiah IAS Study Circle
P. Padmaja Rani
Director

For University of Petroleum & Energy Studies

Page 1 of 6

(Signature)

Registrar

Statutory Alert:

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

AND

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

IAS Study Circle and UPES hereinafter referred to individually as the 'Party' or collectively as the "Parties"

1. OBJECTIVE OF THE AGREEMENT:

- 1.1 UPES is looking for a service provider to conduct Civil Services Preliminary Examination coaching for Bachelor of Arts – Public Policy and Administration ("BA-PPA") students at its Dehradun Campus.
- 1.2 IAS Study Circle is engaged in providing civil services examination coaching to students in India and has represented to UPES that it has the requisite skills, manpower and expertise to provide such coaching to students of UPES at its Dehradun campus.
- 1.3 Based on the above representation, UPES agrees to appoint IAS Study Circle for conducting coaching for Civil Services Preliminary examination, coaching for four general studies papers of Civil Services Mains examination and coaching for Interview (hereinafter referred to as "Civil Services examination coaching") for its BA-PPA students.

2. SCOPE OF THE AGREEMENT

- 2.1 The delivery of Civil Services examination coaching shall cover the papers as mandated by Union Public Service Commission [UPSC] and mentioned in clause 1.3 above. As and when UPSC makes any changes to the syllabus and or pattern of examination that shall be appropriately addressed by IAS Study Circle in the delivery of IAS Examination coaching.
- 2.2 The delivery of Civil Services Examination coaching shall be exclusively for BA-PPA Students.
- 2.3 Civil Services Examination coaching as mandated by UPSC shall be conducted at UPES campus to the BA-PPA students of UPES by IAS Study Circle. However, newspaper analysis classes and special lectures that are carried out face to face only at Hyderabad center shall be delivered online to BA-PPA students on Dehradun campus.
- 2.4 IAS Study Circle shall provide study material of all types that it prepares for Civil Services Examination coaching to BA-PPA students of UPES. There shall be no disparity in study material distributed to UPES Students and the study material distributed to IAS Study Circle students enrolled for IAS coaching at Hyderabad and elsewhere.

Dr. Lakshmi IAS Study Circle
P. Padma Rani
Director

For University of Petroleum & Energy Studies



Page 2 of 6

Registrar

- 2.5 IAS Study Circle shall provide an academic calendar of Civil Services Examination coaching at least one month before the beginning of the semester so that students and administrators at UPES are clear about the nature of engagement that IAS Study Circle would have with BA-PPA students of UPES.
- 2.6 'Evaluation' of students performance shall be embedded in the delivery of coaching classes and shall be done by faculty of IAS Study Circle both on a continual basis as well as at the end of the course and the same will have to be shared with UPES.
- 2.7 Time slots for Civil Services Examination coaching shall be provided by UPES. The on-campus coaching classes shall be held during weekdays and normal academic hours exclusively for BA-PPA students or as mutually agreed by the Parties.
- 2.8 Those aspects of the curriculum that are common between the IAS Examination syllabus and BA-PPA program syllabus and are taught to BA-PPA students by the UPES as part of regular program curriculum shall be covered again by IAS Study Circle from Civil Services Examination perspective.
- 2.9 IAS Study Circle shall respect feedback provided by students on Civil Services Examination coaching provided by IAS Study Circle and shall make improvements that are required in the delivery of coaching in-puts based on such student feedback
- 2.10 Both UPES and IAS Study Circle will put in place a review mechanism by constituting a Joint Review Committee to continuously upgrade academic content as well as delivery platform to ensure that IAS Study Circle product of Civil Services Examination Coaching improves consistently. A joint Committee consists of Dean-College of Management, Head of Public Policy Department and Dr. Lakshmaiah shall review the conduct of program and shall submit their recommendations to Vice Chancellor on quarterly basis.
- 2.11 IAS Study Circle agrees that the Agreement will be exclusive for the term of Agreement in the state of Uttarakhand and that it will not enter in a similar agreement with any other University established in Uttarakhand during the tenure of this agreement.

3. TERM & TERMINATION OF THE AGREEMENT

- 3.1 The term of the Agreement shall be from Jan 1, 2016 till June 30, 2021.
- 3.2 However, UPES shall review the performance of IAS Study Circle for 6 months ending June 30, 2016 and in case, the performance of IAS Study Circle is found to be unsatisfactory, the agreement will be deemed to have terminated on June 30, 2016.
- 3.3 At any stage, in case either of the party desires to withdraw from the agreement, it shall give a written notice of at least 3 months to other party. In such a situation, the agreement shall expire at the end of the notice period or at the end of the running academic year, whichever is later. However, after expiry of 3 month notice period UPES reserves the right to terminate it on completion of academic semester.

Dr. Lakshmaiah IAS Study Circle
P. padma Rani
Director

Page 3 of 6

For University of Petroleum & Energy Studies

[Signature]

Registrar

4. RESPONSIBILITIES OF UPES:

- 4.1 Arrange counseling/ marketing sessions at various Companies, Organizations, Schools, colleges and training institutions for enrolment of students in BA-PPA program.
- 4.2 The program launch and intake for each academic year will be at the sole discretion of UPES.
- 4.3 The academic program subjects of BA-PPA shall be conducted by UPES faculty.
- 4.4 UPES shall finalize the course grids including taking requisite approvals and award of degree on successful completion of program.
- 4.5 BA-PPA program shall be conducted at UPES Campus, Dehradun.
- 4.6 Bear all expenses to arrange boarding and lodging for visiting faculty from IAS Study Circle including their travel expenses (by rail or road transport) only from Delhi to Dehradun.
- 4.7 Bear of the cost of photocopying of question papers to be provided to students as part of various examinations to be conducted during the tenure of program.
- 4.8 Besides the regular visiting faculty, whenever IAS Study Circle arranges for any IAS officer or CEO to come to the campus, UPES will bear the expenses of their travel from Hyderabad. It is expected that there will be one such lecture per semester. However, such visits shall be pre-approved by Registrar, UPES.

5 RESPONSIBILITIES OF IAS STUDY CIRCLE

- 5.1 Provide complete support to UPES for marketing/enrolment of students to BA-PPA program including participation in road shows, seminars, school contact programs and usage of IAS Study Circle brand Dr. lakshmaiah IAS study circle ,Hyderabad in all marketing collaterals for BA-PPA program. T&L expenses for such participation to be borne by UPES.
- 5.2 Provide competent faculty for conducting face to face classes at campus, online classes for Newspaper Analysis and other special lectures.
- 5.3 IAS Study Circle shall provide an academic calendar of Civil Services Examination coaching at least one month before the beginning of the semester so that students and administrators at UPES are clear about the nature of engagement that IAS Study Circle would have with BA-PPA students of UPES.
- 5.4 IAS Study Circle shall provide study material of all types that it prepares for Civil Services Examination coaching to BA-PPA students of UPES. There shall be no disparity in study material distributed to UPES Students and the study material distributed to IAS Study Circle students enrolled for IAS coaching at Hyderabad and elsewhere.
- 5.5 Conduct of Civil examination coaching classes as per agreed academic charter and calendar.
- 5.6 IAS Study Circle shall bear the travel expenses of its faculty from Hyderabad/Other centers till Delhi.

Dr. Lakshmaiah IAS Study Circle
P. padmaja Rani
Director

[Signature]

6 RELATIONSHIP BETWEEN THE PARTIES

- 6.1 Both Parties shall maintain complete control of and responsibility for its employees, agents, methods and operations and nothing contained herein shall be deemed to create any association, partnership, joint venture, franchise or relationship of principle and agent or, master and servant or employer or employee between the Parties hereto or any of the permitted affiliates or subsidiaries thereof, or to provide either Party with the right, power or authority whether express or implied to create any such duty or obligation on behalf of the other Party.

7. FEE SHARING

- 7.1 The Parties acknowledge and agree that Fee sharing shall apply to the net tuition fee only. In consideration of providing Services by each Party, IAS Study Circle and UPES would share the net tuition fee in the ratio of 50:50 respectively.
- 7.2 Besides the fees share as described in clause 7.1 above, UPES shall also reimburse to IAS Study Circle, Rs 1500 per student per semester towards the cost of study material to be provided by IAS Study Circle to the students ("reimbursement cost"). It should be noted that the reimbursement cost is valid till June 30, 2017 and both the parties will mutually agree to revise the reimbursement cost from July 1, 2017.
- 7.3 IAS Study Circle shall raise a quarterly invoice for its share of the fees as per the students enrolled per course/batch.
- 7.4 UPES shall settle IAS Study Circle's fee share within 30 days of such an invoice, after adjustments (if any).
- 7.5 The fee sharing will be valid till June 30, 2018. Both the parties will mutually decide the fee for student enrolments starting AY 18-19 by 31st December, 2017.
- 7.6 The fees as mentioned above is inclusive of all applicable taxes.

8. WARRANTIES

- 8.1 **Authority:** Both Parties warrant that they have full right, power and authority to enter into this Agreement and to grant and assign the rights provided for herein.
- 8.2 **Non-infringement:** The Parties warrant that the performance of the Services shall not violate or infringe upon the rights of any third Party, including without limitation, any patent, copyright, trade secret, trademark, contractual, employment, proprietary or confidential information or non-disclosure or other proprietary rights.
- 8.3 **Compliance:** Both Parties shall comply with all applicable laws of land in discharging their respective obligations.

9. GENERAL CLAUSE

- 9.1 IAS Study Circle agrees to protect all assets of UPES that come within its control and ensure that all information respecting UPES that comes to its knowledge on account of this Agreement is protected, kept confidential and not disclosed to any third party unless

Dr. Lakshmalah IAS Study Circle
P. Padmaja Rani
Director

For University of Petroleum & Energy Studies



Registrar

required to do so in due course of law after prior intimation of such proposed disclosure to UPES.

- 9.2 IAS Study Circle shall comply with First Party "zero tolerance" practice towards bribery and corruption and ensure that any overt or covert attempt by any employee of UPES seeking illegal gratification, whether in cash or in kind, is reported to UPES immediately.
- 9.3 IAS Study Circle 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.
- 9.4 IAS Study Circle shall ensure not to transact any other financial business, other than the contracted one, without prior sanction of UPES.

10 GOVERNING LAW

- 10.1 This Agreement shall be governed by and construed in accordance with the laws of India.
- 10.2 Except for seeking interim injunction in the Court of competent jurisdiction, it is agreed between the parties that all disputes and differences, arising between the Parties relating to any of the provisions of this Agreement, either during its term or upon expiration or termination, shall be settled by mutual accord within 30 days of the arising of such dispute. If the dispute cannot be settled by mutual discussions within 30 days as provided herein, the matter shall be referred to the sole Arbitrator who shall be appointed by both the Parties with mutual consent. The Arbitration proceedings shall be conducted in terms of Arbitration & Conciliation Act, 1996 and/or any statutory modification or re-enactment thereof and the venue of the Arbitration proceedings shall be at New Delhi and language of Arbitration shall be in English. The expenses of the Arbitration proceedings shall be borne equally by the Parties or as may be decided by the Arbitrator.

11 ENTIRE AGREEMENT

- 11.1 This Agreement, including all Annexures, attached hereto, shall constitute the entire agreement between the Parties hereto. It shall supersede all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgement or other communication between the Parties relating to its subject matter during the term of this Agreement.

IN WITNESS WHEREOF, both the parties hereto have duly executed the Agreement on the day in the year first mentioned above in here.

Dr. Lakshmaiah IAS Study Circle

Dr. Lakshmalah IAS Study Circle
P. Padmaja Rani
Director

Director

University of Petroleum & Energy
Studies For University of Petroleum & Energy Studies



Registrar

Registrar

Memorandum of Understanding (MoU)

Between

National Institution for Transforming India (NITI) Aayog

And

University of Petroleum and Energy Studies (UPES), Dehradun

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

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

National Institution for Transforming India (NITI) Aayog, Government of India, having its office at Sansad Marg, Sansad Marg Area, New Delhi, Delhi 110001 through its Authorized Signatory Mr. Anil Kumar Jain (Advisor Energy, Climate Change & Overseas Engagements) (which expression shall where the context so admits include its successors and permitted assigns) of one part

AND

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES, a university established under the University of Petroleum & Energy Studies Act, 2003, enacted by the State of Uttarakhand, having its Campus at Energy Acres, P.O. Bidholi, Via Prem Nagar, Dehradun, hereinafter referred to as UPES or Receiving party, through its Registrar Mr. Abhay Sharma which expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors-in-interest of the ONE PART:

The parties hereto have reached the following intent:

ARTICLE 1: BACKGROUND AND PURPOSE

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

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Registrar



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

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

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

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

ARTICLE 2: SCOPE

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

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



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

ARTICLE 3: MODE OF COOPERATION

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

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

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

ARTICLE 4: Intellectual Property Rights

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



UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar

ARTICLE 5: Financing

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

ARTICLE 6: DURATION

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

ARTICLE 7: TERMINATION

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

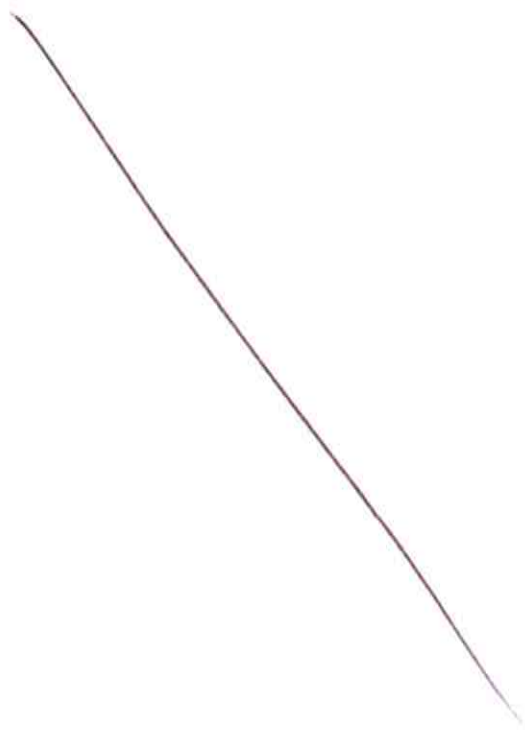
ARTICLE 8: DISPUTE SETTLEMENT

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

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar



SIGNATURE OF PARTIES

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

Witness (1)

.....


Authorised Signatory, NITI Aayog

Name:

Designation: UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Witness (2)

.....

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

Name: ARUNY SUARMA

Designation: REGISTRAR

Date:

DOCUMENT REVIEW AND APPROVAL FORM

Type of Document / Contract: Agreement

Ref: _____

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


 New Contract Amendment/ Exhibit Corporate document Letter/communication OtherEffective Date: Dec 9, 2016 Expiration Date: Dec 8, 2021 Automatic renewals

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

Part I (Finance / Treasury)Institution/Business Unit: _____ Department: _____GL Account: _____ Total Amount: _____Budgeted Yes No N/A Op. Ex. Single Payment Amount: _____ Date Required: _____ Op. Ex. Multiple Payments:
of Payments: _____ Start Date: _____Amount of each Payment: _____From: _____ To: _____ Cap. Ex. Amount: _____Project #: _____ Phase: _____**Part II (Checklist)**Internal Comments Received from Project Team? Yes NoContract(s) Fully Negotiated? Yes No N/ABid Submitted? Yes No N/A

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

	Required?	Name	Title	Date	Signature & Comments
Initiator	X	Dr. Prasoom Dwivedi	Head, Department of Economics and International Business (DoEIB)	December 9, 16 September 2016	<i>Prasoom</i> <input type="checkbox"/> e-mail attached
Treasury	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Legal	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	ANU SHARMA	LA	Dec 9, 16	<i>Anu Sharma</i> <input type="checkbox"/> e-mail attached
Tax	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Finance	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached

	Required?	Name	Title	Date	Signature & Comments
Accounting	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sanjeev Goyal	FO	Dec 9, 2016	<input checked="" type="checkbox"/> e-mail attached
Marketing	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
CFO	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sachin Jain	CFO	Dec 9, 2016	 <input type="checkbox"/> e-mail attached
President/ CEO	<input type="checkbox"/> President <input type="checkbox"/> CEO <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Capital Committee	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Board of Directors	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached

Dorothy Buragohain

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

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

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

Kind Regards
prasoom

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

As per appended mail I had cleared it on 2nd Sep 2016.

Regards,

Sanjeev

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

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

Kind Regards
prasoom

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON THIS ____ DAY
OF ____ TWO THOUSAND SEVENTEEN AT _____

BETWEEN

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

AND

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

WHEREAS:

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

NOW THEREFORE, the parties hereto agree as follows:

1. Objective.

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

2. Scope of Activities.

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

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

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

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

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

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

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

University of Petroleum and Energy Studies

IMT Ecole Nationale Supérieure des Mines d'Albi-Carmaux


Dehradun, India on _____

Albi, France, on 2017, Mai, 17

Abhay Sharma

Registrar

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



Narendra JUSSIEN

Director

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



DOCUMENT REVIEW AND APPROVAL FORM

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

Supplier/Vendor/Other/s: _____

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

Short Description / Purpose: _____

Part I (Finance / Treasury)

Institution/Business Unit: _____ Department: _____

GL Account: _____ Total Amount: _____

Budgeted ☐ Yes ☐ No ☐ N/A

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

☐ Op. Ex. Multiple Payments: _____

// of Payments: _____ Start Date: _____

Amount of each Payment: _____ From: _____

☐ Cap. Ex. Amount: _____

Project #: _____ Phase: _____



Part II (Checklist)

- Internal Comments Received from Project Team? ☐ Yes ☐ No
Contract(s) Fully Negotiated? ☐ Yes ☐ No ☐ N/A
Bid Submitted? ☐ Yes ☐ No ☐ N/A

REVIEWS & APPROVALS

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

	Required?	Name	Title	Date	Signature & Comments
Initiator	X	Ugur Guven	Vice President International Affairs	13.07.2017	<input checked="" 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	Baij Nath	Asst. Director- Legal	13.07.2017	<input checked="" 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?		Title	Date	Signature & Comments
Accounting	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sanjeev Kr. Goal	FO	13.07.2017	 <input type="checkbox"/> e-mail attached
Marketing	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
CFO	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sachin Jain	CFO	13.07.2017	 <input type="checkbox"/> e-mail attached
President/ CEO	<input type="checkbox"/> President <input type="checkbox"/> CEO <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Capital Committee	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Board of Directors	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached

MEMORANDUM OF UNDERSTANDING
THIS MEMORANDUM OF UNDERSTANDING HAS BEEN
REACHED ON THIS 11TH DAY OF MAY
TWO THOUSAND SEVENTEEN

BETWEEN

Institut National des Sciences Appliquées de Toulouse, a French public institution, established in 135 avenue du Rangueil, 31077 Toulouse Cedex 4, France, duly registered under N°SIRET 19310152400018 and duly represented by Professor Bertrand Raquet, Director, representing and acting on behalf of, hereinafter referred to as "INSA Toulouse",

AND

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

WHEREAS:

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

NOW THEREFORE, the parties hereto agree as follows:

1. Objective.

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

2. Scope of Activities.

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

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

3. The point of contact for the duration of this MOU for UPES will be Dr. Ugur GUVEN (Vice President - International Affairs - international@upes.ac.in) or any other person appointed in his place by UPES.

The point of contact for INSA Toulouse will be Prof. Danièle FOURNIER-PRUNARET (Director - International Relations Office - daniele.fournier@insa-toulouse.fr) or any other person appointed in her place by INSA Toulouse.

For University of Petroleum and Energy Studies



Registrar

1/2



4. Both Institutions will respect the intellectual property rights of each other during the period of this MOU.
5. Permission is given to UPES to use the official marks of INSA Toulouse, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions;
 Provided, that UPES shall take all such reasonable degree of care as an institution of good ethical and normal prudence would expect in its own case.
 Permission is given to INSA Toulouse to use the official marks of University of Petroleum and Energy Studies, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions;
 Provided, that INSA Toulouse shall take all such reasonable degree of care as an institution of good ethical and normal prudence would expect in its own case.
6. **Not Legally Binding.** This MOU is not intended to be and is not to be construed as a legally binding agreement. **Signing of this MOU does not result in any financial or other obligation for either of the parties hereto.**
 By signing this MOU, the parties are signifying their desire for future collaboration. Specific initiatives may be considered and agreed upon, on a case to case basis, including the contributions and obligations of each institution. Each such initiative shall be negotiated between the Parties and have the mutual agreement, and shall be formalized by a signed appendix to this MOU.
7. **Term.** This MOU is effective for a period of 3 years from the date the MOU is signed by both parties. It may be extended or amended with the written agreement of both the parties and may be terminated by either party with 6 (six) months' written notice to the other party. Any notice of termination should be addressed to the point of contact aforementioned.
8. This MOU is completed in English and is signed in two (2) originals with one (1) original remaining in possession of each party.

IN WITNESS WHEREOF the parties have executed this MOU as on the day and year ^{For University of Petroleum and Energy Studies} ABOVE WRITTEN.

For INSA Toulouse

Prof. Bertrand Raquet

Director

Date: 02 JUN 2017



For UPES

Abhay Sharma

Registrar

Mr. Abhay Sharma

Registrar

Date: 11/05/2017

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON THIS 11TH DAY OF MAY TWO THOUSAND SEVENTEEN

BETWEEN

L'École Nationale Supérieure d'Ingénieurs de Caen, located at 6 Boulevard Maréchal Juin, 14050 Caen – France, hereinafter referred to as the ENSICAEN, represented by its Managing Director, Professor Jean-Francois Hamet ;

AND

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

WHEREAS:

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

NOW THEREFORE, the parties hereto agree as follows:

1. Objective.

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

2. Scope of Activities.

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

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

3. The point of contact for the duration of this MOU for UPES will be Dr. Ugur GUVEN (Vice President – International Affairs – international@upes.ac.in) or any other person appointed in his place by UPES. The point of contact for ENSICAEN will be Dr. Chantal Gunther (Head of the International Office – relations_internationales@ensicaen.fr) or any other person appointed in his/her place by ENSICAEN.

For University of Petroleum and Energy Studies



Registrar

JFH

4. Both Universities will respect the intellectual property rights of each other during the period of this MoU.

Permission is given to UPES to use the official marks of ENSICAEN, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions; provided, however, the UPES shall comply with ENSICAEN guidelines.

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

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

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

University of Petroleum and Energy Studies

Dehradun, India, 11/05/2017

Signature :

Registrar

Abhay Sharma
Registrar

**École Nationale Supérieure
d'Ingénieurs de Caen – ENSICAEN**

Caen, France, le 23/05/2017

Signature :

Professeur Jean-François Hamet
Directeur Général



DOCUMENT REVIEW AND APPROVAL FORM

Type of Document / Contract: IA MOU with ENSICAEN , France

Ref:

Supplier/Vendor/Other/s:

Contract type options: New Contract, Renewal, Amendment/ Exhibit, Corporate document, Letter/communication, Other

Effective Date: Expiration Date: Automatic renewals checkbox

Short Description / Purpose:

Part I (Finance / Treasury)

Institution/Business Unit: Department:

GL Account: Total Amount:

Budgeted Yes No N/A

Op Ex. Single Payment Amount: Date Required:

Op. Ex. Multiple Payments: # of Payments: Start Date: Amount of each Payment: From: To:

Cap. Ex. Amount:


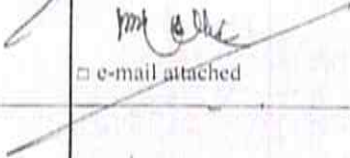
Project #: Phase:



Part II (Checklist)

Internal Comments Received from Project Team? Contract(s) Fully Negotiated? Bid Submitted? Yes/No/N/A checkboxes

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	Vice President - International Affairs	17/04/2017	 <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 checked="" type="checkbox"/> Corporate <input type="checkbox"/> N/A	<i>Dr Ugur GUVEN</i>	<i>Associate Dis-legal</i>	<i>4/5/2017</i>	 <input type="checkbox"/> e-mail attached
Tax	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Finance	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached

	Required?	Name	Title	Date	Signature & Comments
Academic	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Accounting	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	SANJEEV KR. GOYAL	FO	MAY 5, 2017	 <input type="checkbox"/> e-mail attached
Marketing	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
CFO	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	SACHIN JAIN	CFO	MAY 5, 2017	 <input type="checkbox"/> e-mail attached
President/ CEO	<input type="checkbox"/> President <input type="checkbox"/> CEO <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Capital Committee	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Board of Directors	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached

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

<u>Name</u>	<u>Title</u>	<u>Date</u>	<u>Signatures</u>
Ms. Deepa Verma	Director-IA		<i>Deepa Verma</i>
Mr. Utpal Ghosh	President		
Dr. Shrihari	Vice Chancellor		

Blackboard

This Blackboard Order Form ("Order Form") by and between Blackboard International B.V. ("Blackboard") and **University of Petroleum and Energy Studies** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Table"). This Order Form shall become effective on the later of: (i) the last signature date indicated below; or (ii) the date specified in the Term section below ("Effective Date"). This Order Form shall become effective on the Effective Date. This Order Form, together with the **Blackboard-Laureate System Wide Master Agreement**, dated **10 April 2015** and as amended on **7 December 2016**, and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Product and Pricing Summary

Product Code	Product or Service Description	Initial Term Year 1 (USD) 1 May 2017-30 Jun 2018	Initial Term Year 2 (USD) 1 Jul 2018-30 Jun 2019	Initial Term Year 3 (USD) 1 Jul 2019-30 Jun 2020	Initial Term Year 4 (USD) 1 Jul 2020-30 Jun 2021	Initial Term Year 5 (USD) 1 Jul 2021-30 Jun 2022
AS-HST-SSL	Blackboard Managed Hosting SSL Service					
AS-LG-FS-HST-SH-P	Laureate Full Suite Regional Diamond 1 Shared Hosting Package – 6,900 active users / 500 GB / 10 Mbps <ul style="list-style-type: none"> • Blackboard Intelligence Shared Hosting License • Blackboard Intelligence Analytics For Learn -Shared License Users • Blackboard Course Delivery Shared Instance • Blackboard Community Engagement Shared Instance • Blackboard Content Management Shared Instance • Blackboard Laureate Diamond 1 Hosting Shared License • Bb Collaborate Web Conferencing • Blackboard Mobile Learn 	92,611.23	81,730.50	84,182.41	86,707.89	89,309.12
TOTAL		92,611.23	81,730.50	84,182.41	86,707.89	89,309.12

DESIGNATED SERVER SITE: HOSTED BY BLACKBOARD

*Where applicable, customer may express intention to use unused credit from previous contract. Upon Blackboard confirming receipt of previous payment, customer can use credit invoice to remit payment from this contract.

B. Term

- Unless otherwise specified in the Product or Service Description above, the Initial Term shall be from the Effective Date indicated herein through to **30 June 2022**.
- Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- Effective Date: **1 May 2017**

C. Payment Terms

- All initial and subsequent payments shall be due Net 30. Payment schedule for **year 1 of the Initial Term** shall be as below:
 - USD 53,262.33 to be invoiced on or around 1 May 2017
 - USD 39,348.90 to be invoiced on or around 1 January 2018
 Fees for subsequent annual terms shall be invoiced on or around July 1st of each year as indicated in "Products and Pricing Summary" above.
- Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

- Effective by 1 May 2017, this Order Form shall supersede and replace Blackboard Order Form 10-243097 dated 25 January 2017.
- The terms and conditions at <http://agreements.blackboard.com/bbinc/licenseschedule.aspx> shall be incorporated herein.
- The terms and conditions at <http://agreements.blackboard.com/bbinc/managedhostingschedule.aspx> shall be incorporated herein.
 - ++ Blackboard Diamond Engagement Plan:**
 - Includes hosting for Blackboard Learn™ Software
 - Includes Non-Production Test Environment, Staging Environment, and Service Delivery Team resources dedicated to Diamond Engagement Level clients, all described below.
 - Set-up Fee includes service for each installation of the Software or update/ upgrade requiring a revised or new hardware and/or software configuration.
 - Additional storage and bandwidth are separately charged
 - Additional Service units for 7,500 additional Active Users*, additional 1 Mbps bandwidth and 100 GB additional storage are separately charged.
 - Non-Production Test Environment
 - Includes installation of Test Copy Hosted Software on computer servers and systems in Blackboard's non-production environment designed to handle no more than 20 concurrent users at a time.
 - Includes 20 GB of server storage and burstable bandwidth provided through Blackboard's broadband connection, and, as an option, grants Customer full root access to servers.
 - Is not designed to fully replicate or clone the production environment in terms of physical infrastructure or data set

- By its nature DOES NOT meet the Service Level specifications under Exhibit A, and therefore, DOES NOT qualify for Service Level Guarantees.
- **Staging Environment**
 - Includes installation of Test Copy Hosted Software on computer servers and systems in Blackboard's production environment.
 - Includes **100 GB** of storage (not including production clones).
 - Is not designed to fully replicate or clone the production environment in terms of physical infrastructure.
 - Per Customer request, Managed Hosting will provide up to four (4) clones of the Customer production data per year. This cloned data will not be backed up.
 - Is designed for Customer to test and approve new update/upgrade software and changes in software configuration before implementing such software in a production environment. It may not be used for production purposes.
 - 99.7% Availability guarantee as described in Service Level specifications in Exhibit A applies for all Staging Environments
- **Service Delivery Team Resources**
 - Initial term annual fee includes Diamond 1, level monthly utilization of dedicated Service Delivery Team staff resources.
 - Service Delivery Team consists of Service Delivery Manager (SDM) and Service Delivery Engineer (SDE) resources dedicated to Platinum and Diamond Engagement Plan clients only, and the team resources can be purchased such that aggregate team resource utilization rate of **on average** 10 hours per week (Diamond1) are available for Customers. For example, a client can purchase Diamond1 level and will receive individual SDM resource dedicated to customer in terms of the management, communication and documentation responsibilities outlined below AND SDE resource for premium level of support (dedicated Tier2 and Subject Matter Expertise on Blackboard Learn and a number of other Blackboard products). The Service Delivery Team will provide monthly Service Delivery Team resource utilization report to Customer, providing aggregate team resource consumption time detail.
 - Roles and responsibilities of the SDM will primarily fall under the following three objectives: management, communication and documentation.
 - A. Management** – Plan and project manage Customer's Managed Hosting infrastructure implementation, growth, and planned and reactive changes. To meet this objective, the SDM's tasks may include, but not be limited to, the following:
 - **Central Point of Contact and Escalation:** The SDM will be the central point-of-contact within Blackboard Managed Hosting and maintain day-to-day knowledge of all plans, activities, and status of projects and issues involving Customer's hosted environment and act as a coordinator within Blackboard for all operational and support issues on Blackboard products that Customer owns.
 - **Infrastructure Management:** Plan and manage projects involving Customer's infrastructure for scalability, optimal performance, and growth in coordination with Customer and all elements within Blackboard
 - **Internal Blackboard Delivery Coordination:** Coordinate with Diamond Engagement Plan Tier-1 Support Team, SDE resources and Managed Hosting Operations and Engineering, Blackboard Consulting Project Management and other elements of Blackboard as needed to deliver and manage Customer's requirements
 - **Managed Hosting Support Activities:** Manage directly support activities with hosted Blackboard applications and infrastructure, leveraging Tier-1 team dedicated to Service Delivery Team and SDE resources, including but not limited to:
 - Direct oversight of ticket prioritization and escalation within Blackboard
 - Risk assessment of support activities focused on impact analysis and evaluation based on updates and upgrades
 - **Infrastructure and Software Upgrade Management:** Design and implement Managed Hosting testing and/or staging in coordination with Customer as necessary for testing and evaluation purposes (examples: upgrading from one Blackboard version to another and upgrading application servers)
 - **Auditing:** Regularly conduct systems audit and analysis on Customer's Managed Hosting environment's performance and utilization for proactive monitoring, infrastructure management, forecasting and reporting purposes
 - **Customer Business Planning Integration:** Keep master schedule of Customer's academic activities and key events/milestones. Communicate to entire Blackboard Team on critical events on the calendar.
 - B. Communication** - Build and execute business processes for communication and Customer support (with a special focus on providing transparency and visibility into the purchased Managed Hosting services and change management). To meet this objective, the SDM's tasks may include, but not be limited to, the following:
 - **Contact:** Be fully dedicated to Customer's Systems Administrators and Operations staff through a dedicated phone number/email/instant messenger (or other contact method) for day-to-day Managed Hosting support requests and status reporting
 - **Project Communication:** Build two-way communication processes in coordination with Customer for project management, support issue review and escalation, and other communication procedures as necessary
 - **Regular Reporting:** Coordinate and facilitate regularly scheduled (weekly or monthly or quarterly) and ad-hoc project and status update meetings
 - **Channel Management:** Modify and update communication processes and channels as deemed necessary
 - C. Documentation** - Document and report on Customer's Managed Hosting infrastructure, projects status, escalation issues, and other Customer owned Blackboard products. Complete and thorough documentation will be a key aspect of meeting the management and communications objectives of the Service Delivery Team. As such, the SDM will provide the following documents during the life of the relationship between the SDM and Customer:
 - **Operations and Plans:** Develop detailed documents including Escalation process, Operations Handbook, Infrastructure overview and implementation plans
 - **Regular Status Reporting:** Document and provide weekly reports on all project plans and updates, and post-meeting (conference calls) minutes to Customer
 - **Monthly Reporting:** Document and provide monthly updated reports to Customer on items including but not limited to actual performance metrics against Service Level Agreement (SLA) requirements, monthly utilization rate of the Service Delivery Team resources, system utilization information and other relevant materials. Service Delivery Team will make best effort to customize the monthly reports per Customer's preferences.
 - **Change Management/Status (I):** Provide timely and detailed reports of planned infrastructure changes; planned or unplanned service outages, or degradation of services; and issue resolution reports
 - **Change Management/Status (II):** Document and communicate any procedural changes that regulate the flow of code fixes, patches to the production environment
 - **SLA Performance Reporting/Analysis:** Specifically against contractual SLA requirements, provide monthly reports on system utilization and performance, including host latency graphs, user activities summaries, and systems performance analysis. Goal will be to develop, mutually with Customer, a standard set of reporting for overall systems performance and management.

Notes:

"95th Percentile calculation" means a 95th Percentile calculation is performed by: 1) collecting IP traffic samples (both inbound and outbound traffic) every five (5) minutes over the course of a month; 2) discarding the top 5 percent of the highest peak samples; and 3) measuring the peak usage from the remaining samples.

Data Restoration Policy – per restore fees are separately charged per chargeable restore incident.

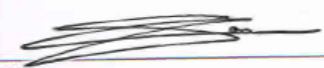
+ **Secure Socket Layer – annual fee that is separately charged per solution**

- Secure Socket Layer (SSL) is an encryption protocol that prevents eavesdropping of data that passes between a web server and an end-user's browser. SSL enabled websites encrypt data before it is transmitted from the web server to the end user and from the end user to the web server. Blackboard's Learning System 6.1 and higher versions contain SSL Choice feature, which once turned on allows Customer to choose which parts of the site should be encrypted and which should not, which in turn effectively reduces unnecessary CPU usage associated with SSL software. In order to take advantage of the SSL Choice, Customer must have SSL software enabled.
 - As an optional service, Blackboard offers Software-based Secure Socket Layer (SSL) to Customer for added security to Customer's data transmission. Customer must have Blackboard Learning Systems 6.1 or higher version in order to take advantage of this Service. Blackboard will obtain an SSL certificate from a certificate authority and set up the service for the Customer at the then-standard applicable rates.
- Customer shall be part of the Laureate AMEA Regional Instance.
 - Customer acknowledges that Customer Content may be accessed by Laureate Education Inc. and its affiliates (which may be outside of the country of the hosted facility) and hereby authorizes such access. Customer agrees that it has obtained, or will obtain, all necessary consents or permissions to permit Laureate Education Inc. and its affiliates to access Customer Content.
 - Customer acknowledges and agrees that Blackboard will store and process PI in various data centers around the world, including in the U.S., and that Customer's PI may not be stored or processed only within the country in which it was collected unless and except to the extent required by Law. Customer warrants and agrees that it has obtained all necessary consents from Customer's Authorized Users for Blackboard to process such PI in the U.S. and elsewhere in the world.
 - Customer shall implement all Corrections, Upgrades, Updates and Versions, as defined in the Software License Schedule, released by Blackboard within six (6) months (or other reasonable period approved by Blackboard) of Blackboard issuing such Correction, Upgrade, Update, or Version
 - Customer acknowledges and agrees that Product Support, as described in the Blackboard Customer Support Services Guide, shall be directed to their Laureate Administrator depending on their location. For sake of clarity, Customer shall not reach out to Blackboard directly for Product Support.
 - The section of the Managed Hosting Schedule, entitled "Availability and Operational Specifications" is modified to include the following:
"Blackboard will have no liability under Section 2.3 of the Managed Hosting Schedule to the extent any nonconformity with the standards set forth in Exhibit A arises, in whole or in part, from: (i) any use of the Hosted Software by Laureate Education Inc. and any of the Laureate Affiliates (referenced in Schedule 1 of the Blackboard-Laureate System Wide Master Agreement) sharing the hosting environment with Customer and/or their Authorized End Users other than in accordance with the terms and conditions set forth in the agreement between Laureate Education Inc. or the Laureate Affiliate and Blackboard; and (ii) any failure by Laureate Education Inc. or any of the Laureate Affiliates (referenced in Schedule 1 of the Blackboard-Laureate System Wide Master Agreement) sharing the hosting environment with Customer and/or their Authorized End Users to comply with any procedures, technical standards and/or protocols specified by Blackboard pursuant to Section 2.1 of the Managed Hosting Schedule."
 - The terms and conditions at <http://agreements.blackboard.com/bbinc/collaborateschedule.aspx> shall be incorporated herein.
 - The terms and conditions at <http://agreements.blackboard.com/bbinc/analyticsannualschedule.aspx> shall be incorporated herein.
 - The terms and conditions at <http://agreements.blackboard.com/bbinc/analyticsmhschedule.aspx> shall be incorporated herein.
 - + Analytics Environment Hosting**
 - Initial Term Annual Fee for each solution includes service for each installation of the Analytics Software, the set up of integration points for data feed from the client's Student Information Service (SIS) environment to the Hosted Blackboard Analytics environment, and the provision of a VPN connection for GUI administration/ user access to the client.
 - Access to Hosted Servers will be provided via a Virtual Private Network (VPN) connection – described below
 - Additional storage and bandwidth for each solution are separately charged
 - + Virtual Private Network**
 - Blackboard will provide a secure connection between the customer site and the Hosted Servers via a Virtual Private Network (VPN) service. VPN is a point to point virtual network tunneling and data encryption technology that allows the passing of sensitive information over public networks while protecting the data from being intercepted by a third party. Blackboard hosts VPN devices in Blackboard's facility and manages the VPN encryption tunnel between the Blackboard datacenter and Customer-designated site. Blackboard will provide instructions on how the customer should configure their on-site Firewall in order to bring up the VPN tunnel. Customer is responsible for configuring their existing network firewall to communicate with Blackboard's VPN device. Customer will receive standard Product Support as specified in the Agreements. Upon the request of the Customer, Blackboard may send a Technical Consultant to assist in the installation of the VPN hardware. The Technical Consultant will be provided at the then current Blackboard rates, including time and materials.
 - *95th Percentile calculation – 95th Percentile calculation is performed by: 1) collecting IP traffic samples (both inbound and outbound traffic) every five (5) minutes over the course of a month; 2) discarding the top 5 percent of the highest peak samples; and 3) measuring the peak usage from the remaining samples.
Data Restoration Policy – per restore fees are separately charged per chargeable restore incident
Additional Storage and Bandwidth Annual Fees are separately charged

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the final signature date below.

BLACKBOARD INTERNATIONAL B.V.


CUSTOMER: University of Petroleum and Energy Studies



Signature
SABINA CRAMER, AUTHORIZED SIGNATORY FOR BLACKBOARD INTERNATIONAL B.V.

Name and Title (printed)
12 May 2017

Date



Signature
ABHAY SHARMA

Name and Title (printed)
12/5/17

Date



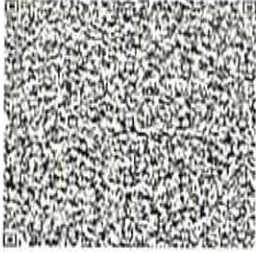
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL60696775202583P
Certificate Issued Date : 21-Mar-2017 04:02 PM
Account Reference : IMPACC (IV)/ dl840403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL84040321970106862172P
Purchased by : UPES
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : UPES
Second Party : Not Applicable
Stamp Duty Paid By : UPES
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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MASTER AGREEMENT

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

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

UNIVERSITY OF PETROLEUM & ENERGY STUDIES


Registrar



Page 1 of 16

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 an 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.

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

AND

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

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

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

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

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS:

1. Objective of the Agreement

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



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

2. Definitions

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

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

3. Registration of M. Tech. Students

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

4. Project Identification, Approvals and Monitoring

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

5. Fellowship Payment and General Terms & Conditions

The payments to Trainees will be as given below:

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

6. Leave in Fulfillment of Course Academics

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

7. Infrastructure Facility

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

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

8. Performance Evaluation

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

9. Intellectual Property

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

10. Confidentiality

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

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

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

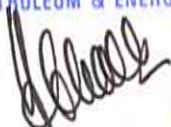
10.3 All Trainees and their respective supervisors from University shall sign a Non-Disclosure Agreement with Grasim with respect to the Confidential Information disclosed under this Agreement.

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

- (i) Any Confidential Information which was already in the public domain prior to this Agreement or comes out in the public domain hereafter for no default or failure on the part of the Trainees receiving such Technical Information.
- (ii) Subject to the terms of this Agreement, any Confidential Information which the Trainees can prove to have independently developed prior to the disclosure under this Agreement.
- (iii) Any Confidential Information which the Trainees can prove to have acquired from an independent source, without restriction on its use and who has not directly or indirectly acquired the same from Grasim.
- (iv) Trainees shall promptly inform Grasim of any infringement or other infraction of the Intellectual Property Rights pertaining to the Confidential Information or of Grasim IP to prevent further breach or infraction or to protect and maintain the Intellectual Property Rights. The obligations contained in this Section 10 shall survive any termination or expiry for a period of five (5) years from date of expiry.

11 Disbursement of Stipend

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



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

12 Representations, warranties and covenants

12.1 University represents and warrants that-

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

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

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

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

12.3 Grasim represents and warrants that-

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

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

13 Remedies

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



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

14 **General Provisions**

- 14.1 Amendments: No amendment or modification of this Agreement shall be valid unless the same is made in writing and signed by the authorized representatives of both the Parties. The modification/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to.
- 14.2 Invalidity of any provision hereunder or contravention thereby of any law, rule or regulation shall not affect the validity of other provisions.
- 14.3 This Master Agreement including all annexures, schedules or memorandum signed pursuant to this Agreement constitute the complete understanding of the Parties on the subject matter and supersedes all prior agreements and understandings- oral or written. Any delay or failure of insistence of enforcing any term of this Agreement shall not constitute waiver.
- 14.4 The addresses of the Parties hereto are as follows:

Grasim Industries Ltd.

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

Grasim Industries Ltd.,

Pulp and Fibre Innovation Centre (PFIC),

Pulp and Fibre Business, Hub Town Solaris,

5th Floor 501 A & 502, Prof. N. S. Phadke Marg,

Andheri East, Mumbai 400069

Phone: +91 22 61957717

University of Petroleum & Energy Studies

Attention: Vice Chancellor, UPES

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

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

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

15 **Effective Date**

The Agreement shall be effective as of the Effective Date.

16 **Tenure and Termination**

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

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

17. **Dispute Resolution**

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

18 **Arbitration**

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

19 **Governing Law and Jurisdiction**

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




20 Signatures of the Parties

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

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

Grasim Industries Ltd.

Pulp and Fibre Innovation Centre (PFIC)
Studies

Signature: 

Name: Mr. Anil Rustogi

Designation: Dy. CFO

UPES

University of Petroleum & Energy
UNIVERSITY OF PETROLEUM & ENERGY STUDIES

Signature:  Registrar

Name: Mr. Abhay Sharma


Designation: Registrar, UPES

WITNESS

Signature 

Name
SHOBA BANGARJEE
BUSINESS HR - R&D

WITNESS

Signature 

Name Usha Nath
Dy. Director
UPES

GENERAL TERMS AND CONDITIONS

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

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

1. DEFINITIONS

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

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

2. TERMS & CONDITIONS

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

safety procedures as applicable in the Grasim Premise.

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

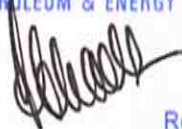
3. REPRESENTATIONS & WARRANTIES

The Trainee represent and warrants that -

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

4. CONFIDENTIALITY

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



GENERAL TERMS AND CONDITIONS

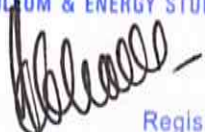
information disclosed by Grasim as a part of this Agreement. Trainee shall protect the Confidential Information shared by Grasim and shall use the Confidential Information strictly for the purpose of this Agreement. The Trainee hereto agree that they will not at any time during the Term of this Agreement,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

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

5. INTELLECTUAL PROPERTY

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

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



GENERAL TERMS AND CONDITIONS

6. TERM & TERMINATION

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

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

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

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

7. GOVERNING LAW & JURISDICTION

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

8. MISCELLANEOUS

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

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

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



GENERAL TERMS AND CONDITIONS

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

Agreed and accepted by-

(Trainee signature)

(Trainee Name)

(Name of the University)

Date:

Place:

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



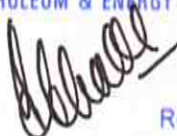
Registrar



DECLARATION

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

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




DECLARATION

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

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

Agreed and accepted by-

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



Date: 06 April. 2017

To whosoever it may concern

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

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

Signature: 

Signatory: Dean, College of Engineering



Signature:  (Dr. P. V. JAY)

Signatory: HOD, Chemical Engineering

5/27/14 11:00



महाराष्ट्र MAHARASHTRA

2016

Y 383997



POWER OF ATTORNEY

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

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

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

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





Authorise payment

2 To authorize payment and sign and/or certify cash, bank and Journal vouchers.

Purchase and Sell Property

3 To purchase or sell or contract for purchase or sale in the ordinary course of business any movable and immovable property, necessary or useful for the business of the said Business under separate agreement, deed or document as may be required, subject to the proviso contained in Clause 26 herein below.

Execute lease agreements, lease deeds, etc.

4 To take possession of land and to execute lease agreements, lease-cum-sale agreements, lease deeds or any other agreements, undertakings, deeds and documents as may be required in connection with taking possession of the land or any other property for the projects of the said Business.

Sign & Endorse Cheques, Negotiable Instruments, Railway Receipts

5 To sign, endorse, accept, execute or authenticate all cheques, hundies, pay orders, bills of entry, bills of exchange, usance bills, pronotes, bills and delivery orders, negotiable instruments, stock reports, vouchers including journal vouchers, debit and credit notes, receipts or discharges whether for money or for goods, balance confirmations, acknowledgements, assignments of insurance policies and/or cover notes, bills of lading, railway receipts, motor receipts, and other documents of title of goods and letters of credit, counter guarantees, trust receipts and other documents, subject to the proviso contained in Clause 26 herein below.

Receive moneys from Government Department

6 To receive moneys payable to or due to the said Business from the Government authorities or any other department of the Government of India or State Government or any other public authority.

Purchase and sell raw materials, auxiliary materials, packing materials, etc.

7 To purchase or contract for purchase and to take or give on loan, hire purchase, lease in any part of India or elsewhere, for immediate or future delivery of raw materials, auxiliary materials, packing materials, stores materials, chemicals, spares and things and other articles and things, necessary or desirable to enable the said Business to carry on its normal activities in the ordinary course of business (hereinafter for brevity's sake referred to as 'the said goods and things') and to sell back, resell or to send for sale to any part of India or elsewhere all or any of the said goods and things.

Provide advance to suppliers

8 In order to purchase or contract for purchase as provided in the preceding clauses, to make advances in the ordinary course of business to the suppliers of the said goods and things and for other movable and immovable properties (including plant and machinery) on such terms and conditions as are usual or as may be in accordance with the practice and custom of the market.





Maintain and defend movable and immovable property

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

Maintain various records

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

Sign correspondence, returns, etc.

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

Sign papers and documents

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

Deal with Government Authorities

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





Recover Dues

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

Examine Records

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

Commence and carry on legal proceedings

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

Appear before Courts, Customs, etc.

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

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





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

Sign papers for trademark, brands, etc.

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

Sign papers for legal matters

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



Appear before Registering Authorities

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

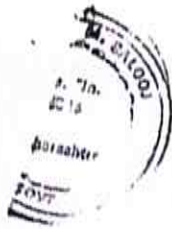
Execute Bonds

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

Apply for licence, etc.

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





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

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



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

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

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

IN WITNESS WHEREOF the Common Seal of GRASIM INDUSTRIES LIMITED has been hereunto affixed this ^{22nd} day of November 2014





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

Handwritten signature

Handwritten signature

FY/17/113

Signature of the Constituted Attorney

Handwritten signature of Mr. Anil Rustogi

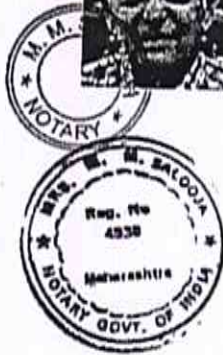
(MR. ANIL RUSTOGI)

Handwritten signatures of M.L. Dhole and Manpreet Salooja

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



Before Me

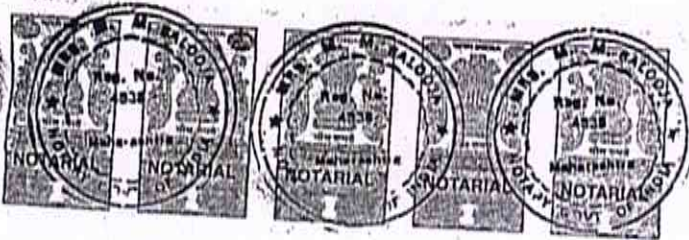


NOTARY REGISTER ENTRY
Sr. No. 5727/149
DATE: 22-11-2016

BEFORE ME

Handwritten signature of Manpreet Salooja
22-11-2016

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



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जोडपत्र-२/ ANNEXURE-II

17 NOV 2016



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





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

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

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

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

**CERTIFIED TRUE COPY
FOR GRASIM INDUSTRIES LIMITED**

**HUTOKSHI WADIA
PRESIDENT & COMPANY SECRETARY**

Date of Issue: 28th October 2016



DOCUMENT REVIEW AND APPROVAL FORM

Type of Document / Contract: AGREEMENT

Supplier/Vendor/Other/s: GRASIM INDUSTRIES LTD

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

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

Part I (Finance / Treasury)

Institution/Business Unit: Department:

GL Account: Total Amount:

Budgeted Yes No N/A

Op. Ex. Single Payment Amount: Date Required:

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

Amount of each Payment:

From: To:

Cap. Ex. Amount:

Project #: Phase:

Part II (Checklist)

Internal Comments Received from Project Team? Yes No



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

Bid Submitted? Yes No N/A

REVIEWS & APPROVALS

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

	Required?	Name	Title	Date	Signature & Comments
Initiator	X	<i>Usha Nath</i>		28.3.17	<i>Usha Nath</i> <input type="checkbox"/> e-mail attached
Treasury	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Legal	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	<i>ANU SHARM</i>	<i>CA</i>	28.3.17	<i>Anu Sharm</i> <input type="checkbox"/> e-mail attached
Tax	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Finance	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Academic	<input type="checkbox"/> <input type="checkbox"/> N/A				

	<input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
	Required?		Title	Date	Signature & Comments
Accounting	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sanjeev Goyal	FO	28.5.17	 <input type="checkbox"/> e-mail attached
Marketing	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
CFO	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sachin Jain	CFO	28.5.17	 <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

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

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

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
Le Directeur du Collégium Lorraine INP


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

**For the University of Petroleum and Energy
Studies**



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

Date:

Date:

**Mr Mostafa FOURAR,
Director of ENSEM**

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





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.



Erasmus+ Programme

Key Action 1 – Mobility for learners and staff – Higher Education Student and Staff Mobility

Inter-institutional¹ agreement 2015-2021² between institutions from programme and partner countries

[Minimum requirements]³

The institutions named below agree to cooperate for the exchange of students and/or staff in the context of the Erasmus+ programme. They commit to respect the quality requirements of the Erasmus Charter for Higher Education in all aspects of the organisation and management of the mobility, in particular the recognition of the credits (or equivalent) awarded to students by the partner institution. The institutions also commit to sound and transparent management of funds allocated to them through Erasmus+.

A. Information about the higher education institutions

Full name of the institution / country	Erasmus code or city ⁴	Name of the contact person	Contact details (email, phone)	Website (eg. of the course catalogue)
UNIVERSITY OF MARIBOR Address: Slomškov trg 15 2000 Maribor Slovenia	SI MARIBOR01	Mladen Kraljić Head of IRO	+386 2 2355 347 erasmus@um.si	http://www.um.si/en/international/erasmus/Pages/Faculties-information.aspx
UNIVERSITY OF PETROLIUM AND ENERGY STUDIES Address:	IND DEHRADUN01	Dr Ugur GUVEN Vice President of International	+91 757 921 8362 international@upes.ac.in	http://www.upes.ac.in/college-of-management-economics-studies_(comes)

- ¹ Inter-institutional agreements can be signed by two or more higher education institutions (HEIs), at least one of them must be located in a Programme Country of Erasmus+.
- ² Higher education institutions have to agree on the period of validity of this agreement.
- ³ Clauses may be added to this template agreement to better reflect the nature of the institutional partnership.
- ⁴ Higher Education Institutions (HEI) from Erasmus+ programme countries should indicate their Erasmus code while Partner Countries HEI should mention the city where they are located.



		Affairs	
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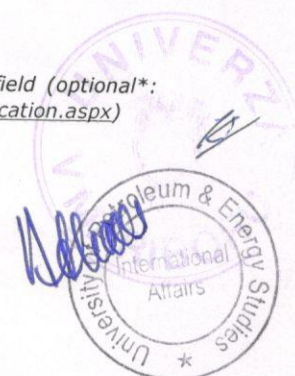
B. Mobility numbers⁵ per academic year

[Paragraph to be added if the agreement is signed for more than one academic year:
The partners commit to amend the table below in case of changes in the mobility data by the end of January at the latest in the preceding academic year.]

FROM [Erasmus code or city of the sending institution]	TO ⁷ [Erasmus code or city of the receiving institution]	Subject area code * [ISCED 2013]	Subject area name *	Study cycle [short cycle, 1 st , 2 nd or 3 rd]*	Number of student mobility periods	
					Student Mobility for Studies [total number of months of the study periods or average duration*]	Student Mobility for Traineeships* [Not relevant for 2015]
SI MARIBOR01	IND DEHRADUN01	0410	Business and administration	1 st , 2 nd , 3 rd	10 months (1 student)	-
IND DEHRADUN01	SI MARIBOR01	0410	Business and administration	1 st , 2 nd , 3 rd	10 months (1 student)	-

[*Optional: subject code & name and study cycle are optional. Inter-institutional agreements are not compulsory for Student Mobility for Traineeships or Staff mobility for Training. Institutions may agree to cooperate on the organisation of traineeship; in this case they should indicate the number of students that they intend to send to the partner country. Total duration in months/days of the student/staff mobility periods or average duration can be indicated if relevant.]

⁵ Mobility numbers can be given per sending/receiving institutions and per education field (optional*:
<http://www.uis.unesco.org/Education/Pages/international-standard-classification-of-education.aspx>)



FROM ⁷ [Erasmus code or city of the sending institution]	TO ⁷ [Erasmus code or city of the receiving institution]	Subject area code * [ISCED 2013]	Subject area name *	Number of staff mobility periods	
				Staff Mobility for Teaching [total number of days of the teaching periods or average duration*]	Staff Mobility for Training *
SI MARIBOR01	IND DEHRADUN01	0410	Business and administration	1 staff (10 days)	1 staff (10 days)
IND DEHRADUN01	SI MARIBOR01	0410	Business and administration	1 staff (10 days)	1 staff (10 days)

C. Recommended language skills

The sending institution, following agreement with the receiving institution, is responsible for providing support to its nominated candidates so that they can have the recommended language skills at the start of the study or teaching period.

Receiving institution [Erasmus code or city]	Optional: Subject area	Main language of instruction	Additional language of instruction	Recommended language of instruction level ⁶	
				Student Mobility for Studies [Minimum recommended level: B1]	Staff Mobility for Teaching [Minimum recommended level: B2]
SI MARIBOR01	-	English	-	B1	B2
IND DEHRADUN01				B2	B2

For more details on the language of instruction recommendations, see the course catalogue of each institution [Links provided on the first page].

⁶ See Common European Framework of Reference for Languages



D. Respect of fundamental principles and other mobility requirements

The higher education institution(s) located in a **programme country**⁷ of Erasmus+ must respect the Erasmus Charter for Higher Education of which it must be a holder. The charter can be found here:

http://eacea.ec.europa.eu/funding/2014/call_he_charter_en.php

The higher education institution(s) located in a **partner country** of Erasmus+ must respect the following set of principles and requirements:

The higher education institution agrees to:

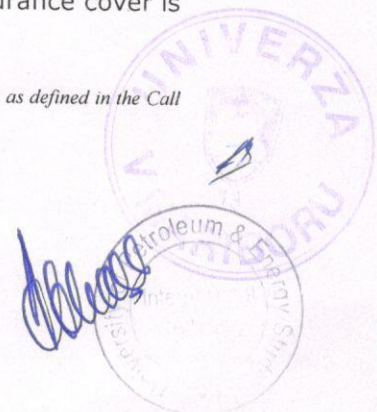
- Respect in full the principles of non-discrimination and to promote and ensure equal access and opportunities to mobile participants from all backgrounds, in particular disadvantaged or vulnerable groups.
- Apply a selection process that is fair, transparent and documented, ensuring equal opportunities to participants eligible for mobility.
- Ensure recognition for satisfactorily completed activities of study mobility and, where possible, traineeships of its mobile students.
- Charge no fees, in the case of credit mobility, to incoming students for tuition, registration, examinations or access to laboratory and library facilities. Nevertheless, they may be charged small fees on the same basis as local students for costs such as insurance, student unions and the use of miscellaneous material.

The higher education institution located in a **partner country** of Erasmus further undertakes to:

Before mobility

- Provide information on courses (content, level, scope, language) well in advance of the mobility periods, so as to be transparent to all parties and allow mobile students to make well-informed choices about the courses they will follow.
- Ensure that outbound mobile participants are well prepared for the mobility, including having attained the necessary level of linguistic proficiency.
- Ensure that student and staff mobility for education or training purposes is based on a learning agreement for students and a mobility agreement for staff validated in advance between the sending and receiving institutions or enterprises and the mobile participants.
- Provide assistance related to obtaining visas, when required, for incoming and outbound mobile participants. Costs for visas can be covered with the mobility grants. See the information / visa section for contact details.
- Provide assistance related to obtaining insurance, when required, for incoming and outbound mobile participants. The institution from the Partner country should inform mobile participants of cases in which insurance cover is

⁷ Erasmus+ programme countries are the 28 EU countries, the EFTA countries and other European countries as defined in the Call for proposals.



not automatically provided. Costs for insurance can be covered with the organisational support grants. See the information / insurance section for contact details.

- Provide guidance to incoming mobile participants in finding accommodation. See the information / housing section for contact details.

During and after mobility

- Ensure equal academic treatment and services for home students and staff and incoming mobile participants and integrate incoming mobile participants into the institution's everyday life, and have in place appropriate mentoring and support arrangements for mobile participants as well as appropriate linguistic support to incoming mobile participants.
- Accept all activities indicated in the learning agreement as counting towards the degree, provided these have been satisfactorily completed by the mobile student.
- Provide, free-of-charge, incoming mobile students and their sending institutions with transcripts in English or in the language of the sending institution containing a full, accurate and timely record of their achievements at the end of their mobility period.
- Support the reintegration of mobile participants and give them the opportunity, upon return, to build on their experiences for the benefit of the Institution and their peers.
- Ensure that staff are given recognition for their teaching and training activities undertaken during the mobility period, based on a mobility agreement.

E. Any additional requirements

1. Partners' responsibilities

Each partner shall publish a call for applications for each type of agree mobility in due time and create ranking list of candidates applying for the mobility.

In this way there will be a list of selected candidates and a waiting list for which eventual drop outs can be filled in line with ranking.

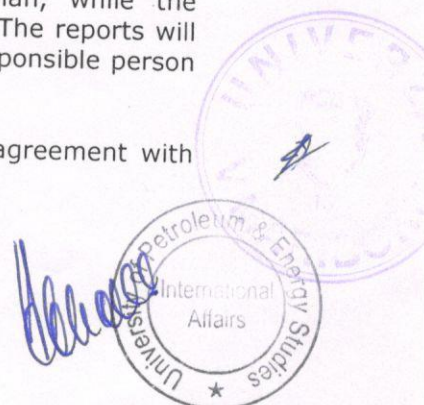
Both lists are to be send to partner institution for reason of transparency and updating.

Each selected candidate shall receive (as stated in part F, point 2) an Acceptance letter (students) or Invitation letter (staff).

After the selection procedure each receiving institution shall take care for incoming mobility (visa, housing, insurance – the contacts are in part G of this agreement).

The application form is to be signed by a student, as well as the responsible persons from the sending and receiving institution. The same is valid for the Learning/Training agreement, Teaching programme and Work plan, while the transcript of records will be sing only form the receiving institution. The reports will be signed by the mobile students and staff and confirmed by the responsible person from the receiving institution in form of confirmation.

The financial part will be regulated for each individual by a grant agreement with his/her home institution. The University of Maribor shall transfer:



- For staff mobility 80% of the grant agreed in the individual agreement upon the receipt of the properly signed grant agreement. The rest of 20% will be transferred after the approved final report.
- For student mobility the grant will be transferred to the sending institution, which shall then transfer two monthly grants to the student before departure to the receiving institution, then from beginning of the third month the rest of the equal monthly shares of the grant to the student, but the last monthly after the student's proof of fulfilment of all requirements set in the grant agreement (properly filled final report and the Transcript of records that shall be approved by the student's home institution).

For the details regarding the finance part will be regulated in the grant agreement.

All documentation mentions in the paragraph above shall be sent to the University of Maribor in original until September 30 of each academic year for the reason of reporting. The partner institution may keep the copies of a second set of originals for its own purposes.

2. Selection criteria

Selection of students and staff shall be carried out by their sending institutions in a just and transparent manner by obeying the following criteria:

1. **motivation** – the students shall write a motivation letter to argue for the wish for study (or training)
2. **field of study** – in order to reach a balance between academic disciplines, less occupied disciplines shall have an advantage before frequently selected disciplines, in case of equal numbers of applicants, the fields of natural sciences and technologies shall have priority,
3. **gender** – in order to provide for equal chances for both genders,
4. **seniority** of the candidate – a student of a higher year of study shall have advantage before a student of a lower year, as the second has another chance to be mobile in the next academic year, whereas the senior might have the last chance
5. **average grade** – a final criterion of selection that shall also be used, but not exclusively and only in case of equal candidates in all four above mentioned criteria.

F. Calendar

1. Applications/information on nominated students must reach the receiving institution by:

Receiving institution	Autumn term*	Spring term*
[Erasmus code or city]	[month]	[month]
SI MARIBOR01	July 1 – students from EU June 1 - students from non - EU countries	December 1– students from EU November 1 – students from non - EU countries
IND DEHRADUN01	August 1 to December 25	January 15 to May 25

[* to be adapted in case of a trimester system or different seasons]



2. The receiving institution will send its decision within **5 weeks**.
3. A Transcript of Records will be issued by the receiving institution no later than **8 weeks** after the assessment period has finished at the receiving HEI.
4. Termination of the agreement

In the event of unilateral termination, a notice of at least one academic year is needed and started activities have to be finished in line with eventually signed documents. Neither the European Commission nor the National Agencies can be held responsible in case of a conflict.

G. Information

1. Grading systems of the institutions

SI MARIBOR01: The ECTS users guide of UM is published at the following website: <http://www.um.si/en/international/erasmus/pages/ECTS-users-guide.aspx>.

IND DEHRADUN01 :

2. Visa

The sending and receiving institutions will provide assistance, when required, in securing visas for incoming and outbound mobile participants, according to the requirements of the Erasmus Charter for Higher Education.

Information and assistance can be provided by the following contact points and information sources:

Institution [Erasmus code or city]	Contact details (e-mail, phone)	Website for information
SI MARIBOR01	erasmus@um.si , tel.: +386 2 23 55 342	http://www.um.si/en/international/erasmus/Pages/Visa-and-residence-permit.aspx
IND DEHRADUN01	international@upes.ac.in +91 841 008 0010	

3. Insurance

The sending and receiving institutions will provide assistance in obtaining insurance for incoming and outbound mobile participants, according to the requirements of the Erasmus Charter for Higher Education.

The receiving institution will inform mobile participants of cases in which insurance cover is not automatically provided. Information and assistance can be provided by the following contact points and information sources:

Institution [Erasmus code or city]	Contact details (e-mail, phone)	Website for information
SI MARIBOR01	erasmus@um.si , tel.: +386 2 23 55 342	http://www.um.si/en/international/erasmus/Pages/Insurance-Healthcare.aspx
IND DEHRADUN01	international@upes.ac.in	



	+91 841 008 0010	
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4. Housing

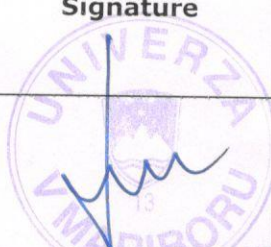
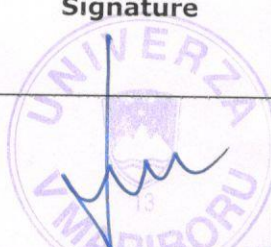


The receiving institution will guide incoming mobile participants in finding accommodation, according to the requirements of the Erasmus Charter for Higher Education.

Information and assistance can be provided by the following persons and information sources:

Institution [Erasmus code or city]	Contact details (e-mail, phone)	Website for information
SI MARIBOR01	erasmus@um.si tel.: +386 2 23 55 342	http://www.um.si/en/international/erasmus/Pages/Student_dormitory.aspx
IND DEHRADUN01	international@upes.ac.in +91 841 008 0010	http://www.upes.ac.in/campus-facilities

This agreement is made in 2 original copies, of which each institution shall keep one. The attachments to the agreement form a constituent part of the agreement.

SIGNATURES OF THE INSTITUTIONS (legal representatives)

Institution [Erasmus code or name and city]	Name, function	Date	Signature
SI MARIBOR01	University of Maribor: prof. dr. Igor Tičar, rector	11.7.2016	 
IND DEHRADUN01	University of Petroleum and Energy Studies Mr. Abhay Sharma, Registrar		 

Attachments:

1. Application form
2. Learning Agreement/Changes to Learning agreement (for studies and training)
3. Teaching Agreement /Work Plan
4. Transcript of Records



DATED

2016

University of Petroleum & Energy Studies

and

Coventry University, UK

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on the day of

2016

BETWEEN

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

AND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED for and on behalf of)
COVENTRY UNIVERSITY)

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

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

)
Name:
Designation:

University of Petroleum & Energy Studies

and

Coventry University, UK

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on the 4th day of September, 2017;

BETWEEN

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 - a) Online International Learning (OIL) projects;
 - b) Research Collaboration between UPES and CU staff as relevant with the view to engage in international research projects and bid jointly for relevant funding sources.
 - c) Staff and student exchange between both parties with fee waivers in each institution,
 - d) Student and staff mobility from UPES to CU and CU to UPES as per arrangements confirmed between the Parties on a yearly basis.
 - e) Reciprocal promotion of Summer School programmes at CU and UPES where relevant;
 - f) Establishing support mechanisms in each country for the partner university's students to develop their employability in the other's country
 - g) Creating a Global Community of Practice by sharing internationalisation success stories as and when on the Globalnews@ CU web platform;
 - h) Facilitating the development of research dialogue and collaboration between research students in both institutions, notably through the Global Researchers Programme (GRP).

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



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

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

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

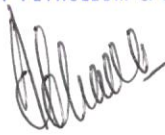
.....

Name:

Designation:

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

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar

.....

Name: Abhay Sharma

Designation: Registrar

Unique Identification Number: 170178



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON THIS DATE OF DECEMBER 15, 2016

BETWEEN:

**MEMORIAL UNIVERSITY OF NEWFOUNDLAND
NEWFOUNDLAND & LABRADOR, CANADA
(HEREAFTER REFERRED TO AS MUN)**

AND:

**UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
UTTARAKHAND / INDIA**

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

WHEREAS:

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

NOW THEREFORE, the parties hereto agree as follows:

1. **Objective.** The objective of this MOU is to outline the possible ways in which **MEMORIAL UNIVERSITY OF NEWFOUNDLAND** and **UPES**, could develop and carry out collaborative activities.
2. **Scope of Activities.** The scope of collaboration on academic and research activities under this MOU may include
 - a) exchange of faculty members
 - b) undergraduate and graduate student mobility
 - c) exchange of publications, research materials, newsletters, etc.
 - d) joint projects related to research, teaching and faculty development
 development of joint initiatives with partner institutions.

A handwritten signature in black ink, appearing to be the initials "AS".

3. Permission is given to UPES to use the official marks of Memorial University of Newfoundland, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions; provided, however, the UPES shall comply with MUN's guidelines with respect to such use as set out at <http://www.mun.ca/marcomm/brand/standards/logos/memorialslogo.php>

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

4. **Not Legally Binding.** This MOU is not intended to be and is not to be construed as a legally binding agreement. **Signing of this MOU does not result in any material, financial or other obligation for either of the parties hereto.** By signing this MOU, the parties are signifying their desire for future collaboration. Specific initiatives may be considered and agreed upon, on a case by case basis, including the contributions and obligations of each institution. Each such initiative shall be negotiated between and have the mutual agreement of the partners, and shall be formalized by a signed appendix to this general agreement.
5. **Term.** This MOU is effective for a period of 5(five) years from the date the MOU is signed by both parties. It may be extended or amended with the written agreement of both parties and may be terminated by either party with 6 (six) months' written notice to the other party. Any notice of termination should be addressed as follows:

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

UPES

Attention:

Attention:

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

Registrar, UPES

323 Prince Philip Drive
G.A. Hickman Building, Room ED4007
St. John's, NL CANADA A1B 3X8
Phone 709 864 3288
Fax 709 864 4330

UPES Bidholi Campus
Via Prem Nagar, Dehradun
Uttarakhand, India, 248007
Phone: +91(135)2102690
international@upes.ac.in

6. This MOU is completed in English and is signed in two (2) originals with one (1) original remaining in the possession of each party.

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

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

Noreen John

Name: Dr. Noreen Goldman
Title: Provost and Vice-President (Academic)

4/1/17

(Date)

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

UPES,

Abhay Sharma

Name: Abhay Sharma Registrar
Title: Registrar

15/12/2016

(Date)