



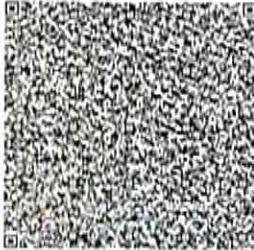
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL31225701628146P
Certificate Issued Date	: 15-Sep-2017 03:27 PM
Account Reference	: IMPACC (IV)/ dl905203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL90520364189017714141P
Purchased by	: UPES
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: UPES
Second Party	: Not Applicable
Stamp Duty Paid By	: UPES
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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### MEMORANDUM OF UNDERSTANDING

**THIS** Memorandum of Understanding is made on this 23<sup>rd</sup> day of October, 2017 by and between:

**University of Petroleum and Energy Studies**, a University established under the University of Petroleum & Energy Studies Act, 2003, enacted by the state of Uttarakhand, having its Campus at Village Bidholi, Dehradun, Uttarakhand, (hereinafter referred to as "**the UPES**") through its Registrar, **Mr. Abhay Sharma**, which expression shall, unless excluded by or repugnant to the context, man and include its successors and permitted assignees, of the One Part;

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

*Abhay Sharma*

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.
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*Abhay Sharma*

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AND

M/s PLR Chambers, a Proprietorship Firm having its office at Suite No. 1B, Plot No. 8B, Main Mathura Road, New Delhi, 110014, represented by its Partner and Authorized Signatory, **Mr. Aditya Prakash Rao** (hereinafter referred to as "the **Firm**") which expression shall mean and include its successors and permitted assigns, of the other Part.

Each of the aforesaid shall be referred to individually as "**Party**" and collectively as "**Parties**"

#### BACKGROUND

- (A) WHEREAS the Firm is a legal advisory and services law firm that specializes in legislative drafting, as well as routinely undertakes and develops research and training, *inter alia*, in the areas of public policy and capacity building, on current issues and topics;
- (B) AND WHEREAS UPES, *inter alia*, offers industry-focused specialized undergraduate, graduate, post graduate and doctoral programs in niche areas such as energy, infrastructure, transportation, information technology and design and planning & architecture through its various specialized colleges/schools and centers.

Colleges/Schools and Centers at UPES	
<ul style="list-style-type: none"><li>• College of Engineering Studies (CoES)</li><li>• College of Management and Economics Studies (CoMES)</li><li>• College of Legal Studies (CoLS)</li><li>• School of Design Studies (SoDS)</li><li>• School of Planning &amp; Architecture (SPA)</li></ul>	Centre for Information Technology (CIT)

- (C) AND WHEREAS the Firm is keen to collaborate and develop academic research on public policy, regulatory reforms and legislative drafting, especially in relation to India's energy sector.
- (D) AND WHEREAS, considering UPES's subject-matter and domain expertise in this area, the Firm has approached UPES for developing a framework of collaboration.
- (E) AND WHEREAS UPES has agreed to collaborate with the Firm in developing, publishing as well as disseminating research jointly identified by the Parties from time to time and subject to such terms and conditions as may be agreed upon by the Parties.

**NOW, THEREFORE, the Parties do hereby agree as follows:**

#### 1. Interpretation

1.1 The definitions and rules of interpretation apply to this Memorandum of Understanding, as under:

**Capacity:** Capacity means capacity as agent, Service Provider, director, owner, partner, and member or in any other capacity.

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar





**Confidential Information:** Confidential Information shall have the meaning as ascribed to such term under Article 5 of this Memorandum of Understanding;

**Day:** means any day of the week (excluding Saturdays, Sundays and public holidays) on which commercial banks are open for business in Delhi, India;

**Intellectual Property Rights or IPR:** Means Intellectual Property Rights created by UPES during the course and out of this Memorandum of Understanding, whether or not during performance of consultancy/ research work under this Memorandum of Understanding or using the Firm's premises or resources;

**Third Party:** Third Party means any person who is not a party to this Memorandum of Understanding;

- 1.2 The headings in this Memorandum of Understanding are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular Law is a reference to it as it is in force for the time being taking into account any amendment, extension, or re-enactment and includes any subordinate legislation thereto for the time being in force.
- 1.4 Any reference to UPES or the Firm in respect of any action/permission to be taken under this Memorandum of Understanding shall be a reference to the management of the respective parties.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to all genders.
- 1.6 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

## **2. Scope of Cooperation**

- 2.1 In pursuance of this Memorandum of Understanding, the Firm and UPES shall identify subject-matters for joint research, including the scope of such research and the timelines of completion.
- 2.2 The research may be conducted in a manner mutually agreed upon by the Parties, and subject to such terms as may be set by the Parties in this regard.
- 2.3 The Parties may agree to include such other consultants or experts or external faculty as may be deemed necessary to undertake such research.
- 2.4 The Parties hereby agree that the scope of cooperation includes identification and development of research and distribution and dissemination of such research through appropriate means.

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### 3. Intellectual Property

- 3.1 The Parties shall jointly own all worldwide rights, titles and interest in any research developed in pursuance of this Memorandum of Understanding, including copyrights and all other proprietary rights.
- 3.2 The parties hereby agree and acknowledge that either of them may exercise its exclusive rights, in the research and all forms of media, whether now known or created in the future as long as the Party utilizing the research provides due credit to both authors for any subsequent utilization.
- 3.3 The Firm does not have any objection for the research to be utilized by UPES in its future research, programs, seminars, trainings etc. in any manner whatsoever.
- 3.4 The Parties shall determine the scope of intellectual property rights, including the manner of commercial exploitation, jointly for each research project that is undertaken in pursuance of this Memorandum of Understanding.

### 4. Confidentiality

- 4.1 The Parties hereby agree and acknowledge that they may have access to Confidential Information of the other Party. For the purposes of this Article, "Confidential Information" shall mean and include:
  - (a) Information, whether written or oral, relating to the finance, dealings, transactions and affairs of the Parties, including specifically date sheets and data logs of the Firm, its work methodology and manuals;
  - (b) Information shared with the parties in respect of which the parties are bound by an obligation of confidentiality to a Third Party;
  - (c) All other information made available to the parties that is not known by, or not generally available to, the public at large and includes information that concerns the parties, and including without limitation, trade secrets, client or customer lists and details, product, price and cost information, business plans and programs, business opportunities, expansion plans, research and development projects, technical data, details of and technical data relating to business ventures, licenses, sale agreements and joint venture agreements, computer programs (in object and source code formats) and all intellectual property rights whatsoever relating to the business of the parties of any group of the parties; and
- 4.2 The Parties do hereby undertake that they shall not communicate in any way to Third Party, whether during or after the Term, any Confidential Information having come to its notice, in whatever way, concerning or relating to the affairs of the Firm or UPES that the parties know or should know to be secret, unless with the prior written authorization of the parties' Management or of the affiliate in question. The parties acknowledge that the direct or indirect disclosure of any such Confidential Information would place the parties at a serious competitive disadvantage and would cause the parties substantial damage and irreparable harm (financial or otherwise).

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar





- 4.3 The parties shall not privately possess, show or make available to any Third Party, any files, business records, correspondence, drawings, software and other information carriers of any nature whatsoever relating to Parties' affairs and belonging to Parties or one of the Parties' affiliates, nor any copies, transcripts or notes made of such documents, unless with Parties' prior written authorization.
- 4.4 All correspondence, notes, drawings, software and other information carriers, etc. even if made on the parties' own paper and/or other information carriers in relation to the research, shall forthwith be surrendered to parties upon the first demand but in any event upon the termination of the Memorandum of Understanding. Upon termination of this Memorandum of Understanding, UPES will surrender to the firm all files, books, magazines, reports, documents, manuals, floppies and discs and any other knowledge databases (including copies thereof) entrusted to UPES during the course of the Research and vice versa.
- 4.5 Notwithstanding the restrictions in this Clause, the parties may disclose Confidential Information to the extent required in pursuance of a requirement by or under any law for the time being in force, but only after the party has been notified and the other party has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.
- 4.6 In case any breach or default by the parties of the obligations contained in this Article, this Memorandum of Understanding may be terminated by the parties with immediate effect.

## **5. Term & Termination**

- 5.1 The term of this MOU shall be from October 1, 2017 till September 30, 2019.
- 5.2 This Memorandum of Understanding may be terminated by either Party at any time upon serving a written notice ("Notice") of 30 days in advance for any one or more of the following reasons:
- (a) Material breach of any provision in this Memorandum of Understanding by other Party; or
  - (b) Any other reason deemed prudent by either Party.
- 5.3 Termination of the Memorandum of Understanding under this Article would be without prejudice to:
- (a) The right of either Party to claim the actual damages it has suffered through the breach;
  - (b) Any other relief to which the Parties may be entitled under contract, law or equity; and
  - (c) The Parties rights with respect to any action or right accrued prior to termination.
- 5.4 In the event of Termination of this Memorandum of Understanding, the parties have only the liabilities as laid down in the Memorandum of Understanding. The liability of the Firm would only be for the fee/reimbursements payable to UPES which may have accrued to the date immediately preceding the date of termination including the firm commitments made by UPES in connection with research obligations and the Notice Period. The liability of UPES would be to complete the



research obligation as per milestones existing prior to the date of termination of the Memorandum of Understanding including Notice Period.

**IN WITNESS WHEREOF** the parties hereto executed two copies of this Memorandum of Understanding on the dates set out below:

\_\_\_\_\_  
UNDERSTOOD AND ACCEPTED IN TOTALITY

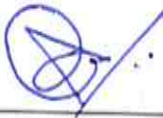
BY:

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar

FOR UNIVERSITY OF PETROLEUM AND ENERGY STUDIES:



ON BEHALF OF M/S. PLR CHAMBERS: MR. ADITYA PRAKASH RAO



## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON THIS 29<sup>TH</sup> DAY OF AUGUST TWO THOUSAND SEVENTEEN (EFFECTIVE DATE)**

BETWEEN

**EPF ECOLE D'INGENIEUR-E-S (SCEAUX, FRANCE),**  
HAVING ITS MAIN CAMPUS AT 3BIS RUE LAKANAL, 92330 SCEAUX

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 **EPF Ecole d'ingénieur-e-s** 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 (During the duration of the MoU up to 4 students of each institution per year may be considered under the student exchanges. Students will get access to all graduate and undergraduate programs, as the case may be, according to places available.)
- c) exchange of publications, research materials, newsletters, etc.
- d) Joint projects
- e) General academic and research collaboration

For University of Petroleum and Energy Studies



Registrar

3. The point of contact for the duration of this MOU for UPES will be Dr. Ugur GUVEN (Vice President – International Affairs – [international@upes.ac.in](mailto:international@upes.ac.in)) or any other person appointed in his place by UPES. The point of contact for **EPF** will be Mr. Stefan SEILER, head of international affairs or any other person appointed in his place by **EPF**.
4. Both Universities 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 **EPF**, 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 **EPF** 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 **EPF** 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 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.
7. **Term.** This MOU is for a period of **3 years** from the effective date of the MOU. 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:
8. This MOU is completed in English and is signed in two (2) originals with one (1) original remaining in possession of each party.

#### 9. COUNTER PARTS

This MOU may be executed in two or more counterparts, all of which shall be considered one and the same MOU and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party”.

For University of Petroleum and Energy Studies



Registrar



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

**University of Petroleum and Energy Studies**

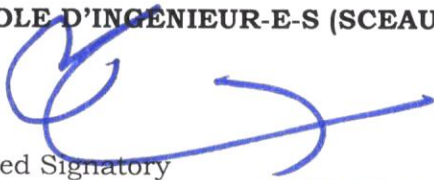
For University of Petroleum and Energy Studies

  
Registrar

**Abhay Sharma**  
Registrar

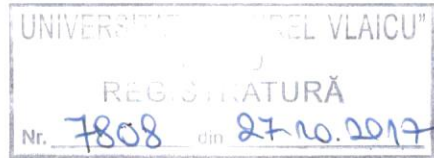
**EPF ECOLE D'INGENIEUR-E-S (SCEAUX, FRANCE),**

Authorized Signatory



**EPF**  
**GRADUATE SCHOOL OF ENGINEERING**  
International Office  
92330 Sceaux/France  
Tél. +33 (0) 1 4113 0151 - Fax : +33 (0) 1 4660 3994

Mr. Jean-Michel Nicolle, Managing Director



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON THIS 17<sup>TH</sup> DAY OF OCTOBER, 2017;

### BETWEEN

**"AUREL VLAICU" University of Arad**, B-dul Revolutiei 77, 310130 Arad, Romania; (hereinafter referred to as "UAV") through its RECTOR Prof. dr. Ramona Lile

### 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 **UAV** 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, joint Projects, and/or for other academic purposes
  - c) exchange of publications, research materials, newsletters, etc.
  - d) General academic and research collaboration
- 3. The point of contact for the duration of this MOU for UPES will be Dr. Ugur GUVEN (Associate Dean – International Relations – [international@upes.ac.in](mailto:international@upes.ac.in)) or any other person appointed in his place by UPES. The point of contact for UAV will be Prof. dr. Valentina Emilia Balas or any other person appointed in his/her place by UAV.
  - 4. Both Universities 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 UAV, 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 UAV 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 UAV 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 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.
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 as follows:
8. This MOU is completed in English and is signed in two (2) originals with one (1) original remaining in possession of each party.
9. **COUNTER PARTS:**

This MOU may be executed in two or more counterparts, all of which shall be considered one and the same MOU and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party".

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

Arad, Romania on \_\_\_\_\_

Signed \_\_\_\_\_  
**Prof. dr. Ramona Lile**  
RECTOR,

**Aurel Vlaicu University of Arad, Romania**

Dehradun, India on \_\_\_\_\_

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

Signed \_\_\_\_\_ Registrar

**Abhay Sharma**  
Registrar,

**University of Petroleum and Energy Studies**



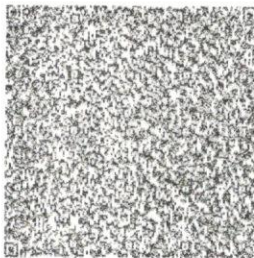
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## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL98711983332585P
Certificate Issued Date	: 29-Jun-2017 03:52 PM
Account Reference	: IMPACC (IV)/ di905203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL90520398416058229178P
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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#### AGREEMENT

This Agreement is executed on this 4<sup>th</sup> day of October, 2017("Effective Date"), by and between;

**Bharat Ratna Bhima Rao Ambedkar Institute of Telecom Training, (BRBRAITT)** a premier National Level Telecommunication Training Institute of Bharat Sanchar Nigam Ltd. (BSNL), having its registered office at Ridge Road, Jabalpur, Madhya Pradesh, 482001(hereinafter referred to as "BRBRAITT "), which expression, unless it be repugnant to the context or



*Bhaskar*

#### Statutory Alert:

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



meaning thereof, shall be deemed to mean and include their executors, administrators and assigns.

**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, 248007 represented by the Registrar, Mr. Abhay Sharma (hereinafter referred to as "UPES"), which expression unless it be repugnant to the context or meaning whereof be deemed to mean and include its successors and assigns.

**AND**

**CL Infotech Pvt. Ltd.**, a company incorporated under the Companies Act, 1956, having its registered offices at 149, 14th Main, 4th Block, Koramangala, Bangalore - 560 034, India, acting through its Director Mr. Sujit Kumar duly authorized vide Board Resolution dated September 6, 2017, (hereinafter referred to as "CLi"), a copy of Board Resolution is attached as Annexure-1, which expression unless it be repugnant to the context or meaning whereof be deemed to mean and include its successors and assigns.

"Parties" shall collectively mean UPES, BRBRAITT & CLi and "Party" means each of UPES, BRBRAITT and CLi individually;

**WHEREAS** BRBRAITT is an apex training institute of BSNL

**WHEREAS** BRBRAITT and CLi have entered into a Memorandum of Understanding on October 3, 2016 (hereafter referred to as "MOU") with the objective of raising the level of quality of education in India through specialized programs in Telecommunication for Engineering & Diploma students (a copy of MOU is annexed as Annexure 2 to this Agreement);

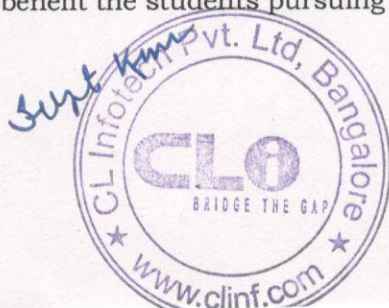
**WHEREAS** the parties have agreed to incorporate industry aligned modules in Electronics & Communication (E&C) Engineering program offered at UPES where-in BRBRAITT will act as industry academic partner to design and teach the curriculum for such modules for E&C program and CLi will act as an academic/industry partner to ensure the timely and appropriate implementation of such modules under this agreement;

**WHEREAS** BRBRAITT has the necessary approvals from BSNL Corporate Office New Delhi to enter in this Agreement. A copy of permission is annexed as (Annexure 3)

**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 are agreed to by the parties through this Agreement.

## **1. BASIS OF THE AGREEMENT**

- 1.1 UPES, CLi and BRBRAITT acknowledges the need for incorporation of industry relevant modules in Electronics & Communication engineering curriculum in order to provide relevant education and knowledge to students pursuing career in this field. UPES and BRBRAITT have identified certain modules to be incorporated in the Electronics & Communication (E&C) engineering program 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 modules under Electronics & Communication engineering program. Both UPES and BRBRAITT are keen to cooperate in such a way that shall benefit the students pursuing the E&C engineering program at UPES.





- 1.3 Subject to internal approvals from academic council, UPES shall update its existing E&C engineering program based on the academic inputs from BRBRAITT.
- 1.4 Initially the industry modules would be included in E&C engineering program within the framework of this Agreement. However, in case all the parties intend to extend the industry academic partnership for the other programs, the same shall be done based mutually accepted conditions and executed vide an addendum to this Agreement.

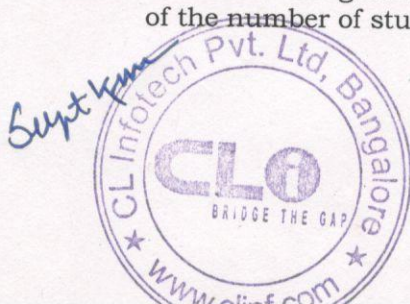
## **2. ROLES AND RESPONSIBILITIES**

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

### **2.1 BRBRAITT**

BRBRAITTs responsibilities during 4 years of E&C engineering program shall be governed by the Annexure 4 of the Agreement. In addition to the same, the key responsibilities of BRBRAITT will include:

- 2.1.1 The curriculum and courseware shall be provided to Joint Coordination Committee ("JCC", referred in clause 6) atleast 6 weeks prior to start of academic session for review and approval. The present course grid along with credits is attached as Annexure 5.
- 2.1.2 BRBRAITT shall train UPES faculty on the curriculum and courseware so developed under the Train the Trainer (T3) methodology at mutually agreed location and date. Duration of these T3 sessions will be at least one day per credit, followed by a faculty capability assessment to be conducted by BRBRAITT
- 2.1.3 T3 sessions will be conducted prior to the start of every semester and BRBRAITT shall provide annual calendar of T3 sessions to be conducted on mutually agreed locations in advance and share the same with JCC for review and approval atleast 6 weeks prior to start of academic session.
- 2.1.4 Courseware should be made available to UPES faculty atleast 30 calendar days in advance before commencement of "train the trainer".
- 2.1.5 Training of students at various labs owned/managed by BRBRAITT on topics described in Annexure 4.
- 2.1.6 BRBRAITT shall designate one Program Manager as the single point of contact from BRBRAITT under this Agreement. Such program manager shall visit UPES campus as per requirement.
- 2.1.7 As per Annexure 4, 1(one) visit per semester by Subject Matter Experts & guest lecturers of BSNL shall be made, for the successful delivery of the program at UPES.
- 2.1.8 BRBRAITT will provide logo to UPES as per Annexure 6 and the same will be used by UPES in totality for the purpose of this Agreement. This can be used for any advertising, press release or marketing collaterals etc. by UPES.
- 2.1.9 BRBRAITT obligations under this Agreement will remain the same irrespective of the number of students enrolled in the programs.





- 2.1.10 Students have to come to BRBRAITT premises for around six weeks for hands on training in different latest technology labs.

### **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 conducted by BRBRAITT under T3 mode.
- 3.1.3 UPES to provide the detailed academic session plans along with the list of deliverables by BRBRAITT and CLi, at least six months prior to commencement of session.
- 3.1.4 UPES to promote & develop marketing collaterals and enroll the students under the programs.
- 3.1.5 UPES will be the sole responsible of the Program delivery.
- 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 in Electronic & Communication Program is being offered by UPES in academic collaboration with BRBRAITT – Apex training Institute of BSNL".
- 3.1.7 UPES to make arrangements of students travel to BRBRAITT for their training. The lodging & boarding arrangements of students would be at the hostels of BRBRAITT as per the prevailing subsidized rates, as published at BRBRAITT website. The payment shall be made by UPES in advance on receipt of Invoice.
- 3.1.8 UPES to nominate Designated Project Coordinator.
- 3.1.9 UPES to guide BRBRAITT on curriculum improvement based on feedback from faculty and students.
- 3.1.10 UPES to publish approved curriculum as part of UPES programs to be launched in industry academic collaboration with BRBRAITT.
- 3.1.11 UPES to provide stay and local transport for all the visiting BRBRAITT (BSNL) team, faculty and industry SMEs at UPES. Inter-city Travel, only related to Program delivery, cost of the BRBRAITT faculty and SMEs to be borne by CLi.

### **4.1 CLI RESPONSIBILITIES:**

- 4.1.1 Timely development & review of course content by BRBRAITT.
- 4.1.2 To ensure execution of all activities as described in MOU, as annexed Annexure-2)
- 4.1.3 The timely delivery of T3 modules for UPES faculty by BRBRAITT at mutually agreed location.



*Adhane*



4.1.4 To work with BRBAITT to ensure the availability of labs and hostels at their lab facilities for training of UPES students.

4.1.5 To intimate UPES in case there is change in its ownership during the tenure of this Agreement, no later than 30 days prior to such change.

4.1.6 To ensure that commercial terms agreed with UPES are most competitive and in case it agrees for lower commercial terms for similar arrangement with any other universities in future, such benefit will be passed to UPES simultaneously.

4.1.7 To timely remit the financial obligations as part of MOU to BRBAITT and ensure that any issues therein shall not impact the deliverables under this Agreement.

4.1.8 CLi shall provide to each student a soft copy of courseware in a pdf or any other user friendly format (SCORM compliant). In addition, such format will also be compatible with Learning Management System (LMS) used by UPES for academic delivery to students. The present LMS platform used is Black Board, in case of any change same shall be intimated in advance to CLi.

## **5. REPRESENTATIONS & WARRANTIES OF THE PARTIES:**

5.1 BRBRABITT represents that it has appropriate rights to provide the Curriculum to UPES and UPES shall have the right to use such Curriculum for the purpose of this Agreement.

5.2 Neither Party will not change the content provided by any other party without prior consent of the other Party.

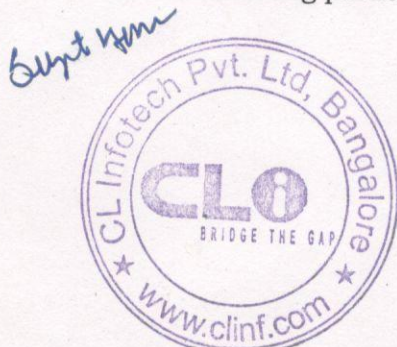
5.3 BRBRABITT/CLi shall neither be responsible nor be a party to any claim against UPES from any third party on any matters which are not within the scope of this agreement. Similarly, UPES will not be responsible for any claim to BRBRABITT/CLi by any third party which is not within the scope of this agreement.

5.4 CLi and/or BRBRABITT are not responsible for any career related objective like placement etc.

## **6. PROGRAM ADMINISTRATION PROCESS**

**6.1 Joint Coordination Committee:** To coordinate the execution of the activities agreed under this Agreement, UPES, BRBAITT (BSNL) and CLi shall constitute a Joint Co-ordination Committee (hereinafter referred to as "JCC"), which will convene before the start of every semester on date and place decided by the Chairperson. Its members and roles will include:

6.1.1 The Vice-Chancellor of UPES or his nominee as the Chairperson; one representative from each party as members. The representative from UPES 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.



*[Handwritten signature]*



6.1.2 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.

6.1.3 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.

6.1.4 In the event the JCC fails to convene and make such recommendation in time for the academic process to continue, the Vice Chancellor UPES can take decisions which would be binding on all the parties.

## **7. DEPLOYMENT OF HUMAN RESOURCES**

7.1 UPES shall provide academic support and sales/marketing resources to market and administer the programs offered under this Agreement.

7.2 BRBRAITT shall provide adequate number of their internal and industry subject matter experts for curriculum development/update and interaction with students/faculty, program support and administration.

7.3 CLi will assign adequate number of skilled resources who are competent to facilitate all the deliverables under this Agreement.

## **8. COMMERCIAL TERMS**

8.1 UPES shall pay to CLi fees @ INR 9,000/- (INR Nine Thousand only) on the basis of per student per semester enrolled in the program.

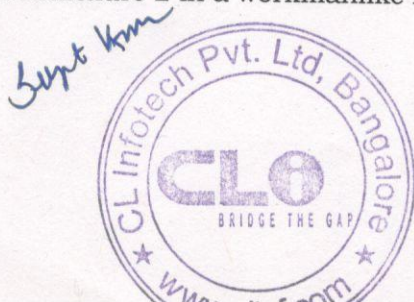
8.2 The fees shall remain fixed during the tenure of this Agreement. The fee for the respective academic year & batch shall be payable in 4 equal instalments during the academic year and will be paid by 15<sup>th</sup> Sep, 15<sup>th</sup> Nov, 15<sup>th</sup> Feb and 15<sup>th</sup> May, subject to receipt of undisputed invoice from CLi.

8.3 CLi will pay to BRBRAITT the charges towards 'Train the Trainers' and 'Course development' which will be paid in advance by CLi. Details of charges to be paid to BRBRAITT is available in Annexure - 2 (MoU between BRBRAITT and CLi)

8.4 The fees mentioned above doesn't include any applicable taxes such as Goods & services tax etc. If any authority imposes under this Agreement a duty, tax, levy, or fee, excluding those based on BRBRAITT's or CLi's net income, then UPES agrees to pay that amount as specified in an invoice, unless UPES supplies exemption documentation.

8.5 BRBRAITT has authorized CLi to collect the fee mentioned in clause 8.1 and as such UPES shall pay above mentioned fee directly to CLi. In pursuant to this, UPES shall not entail any financial obligation or any kind of liability for payment of any additional fee, cost or the damages to BRBRAITT. Any payment by UPES to CLi under this Agreement shall be a sufficient discharge of UPES's obligations under this Agreement.

8.6 It is agreed between the Parties that once UPES has discharged its obligations under this Agreement, BRBRAITT and CLi shall provide services to UPES as described in Annexure 2 in a workmanlike fashion and in accordance with industry standards.





8.7 UPES shall deduct applicable taxes under the provisions of the Income Tax Act, 1961 ("the Act") in respect of the payments due to CLi 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 CLi is quoted correctly in such quarterly TDS returns or any other document where the PAN of CLi required to be mentioned.

## **9. TERM AND TERMINATION**

9.1 This Agreement shall be initially valid for period of 4 academic years ending on 30<sup>th</sup> June 2021 and terms for renewal of this agreement post 30<sup>th</sup> June 2021 shall be mutually discussed & agreed upon by 30<sup>th</sup> June 2020. 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.

9.2 Even in case of termination of MOU, the students already enrolled in programs under this Agreement shall be provided full support by all parties till completion of their study as mentioned in Clause 3 hereinabove.

9.3 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 of its intention to terminate this Agreement.

9.4 Notwithstanding termination as per Clause 9.1, 9.2, 9.3 or any other clause under this Agreement, all students admitted to the programs prior to such termination shall be taught out by parties wherein each party would be bound to provide its services as enumerated in this Agreement.

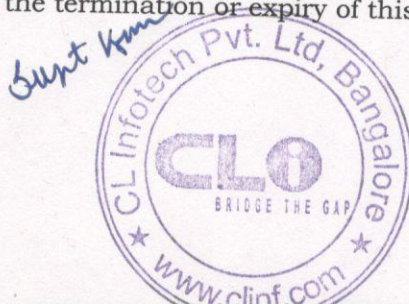
## **10. COUNSELING SUPPORT:**

10.1 CLi will coordinate with BRBRAITT to bring industry experts from BSNL or any other industry to interact with students and parents at student counseling sessions. BRBRAITT will try to depute its officers as per the availability. UPES will arrange travel, local transport and stay arrangement.

## **11. CONFIDENTIALITY**

11.1 The parties agree to keep in the strictest confidence and not disclose to any third party or use for any purpose (other than in connection with this MOU) any Information relating to the other's business which is marked "confidential" or is clearly by its nature confidential without the disclosing party's written consent. Each of the parties may disclose the other's confidential information to our employees, agents, contractors and professional advisors on a need to know basis and to others having a legal right or duty to know that information. The obligations shall not apply to information which is in or comes into the public domain disclosure or required to be disclosed:

- (i) by official authority in accordance with the applicable laws.
- (ii) has been disclosed pursuant to the requirements of law or court order without restrictions or other protection against public disclosure; provided however that the other party shall have been given a reasonable opportunity to resist disclosure and/or to obtain a suitable protective order. This clause shall survive the termination or expiry of this Agreement.





## 12 Obligations

The Recipient agrees to:

- 12.1 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
- 12.2 Use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.
- 12.3 The Recipient may disclose Information to:
  - (a) Its employees/lawyers/auditors 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
  - (b) Any other party with the Discloser's prior written consent.
- 12.4 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.
- 12.5 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.

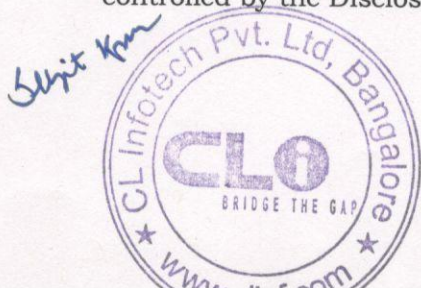
## 13. CONFIDENTIALITY PERIOD

13.1 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.

### a. **Exceptions to Obligations:**

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

- i. Already in its possession without obligation of confidentiality;
- ii. Developed independently;
- iii. Obtained from a source other than the Discloser without obligation of confidentiality;
- iv. Publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- v. Disclosed by the Discloser to another without obligation of confidentiality.
- vi. 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.





## **15 LIMITATION OF LIABILITY**

- 15.1 In the event of any breach of the terms of this agreement, which is capable of rectification, by any party hereto, other parties shall be entitled to call upon such 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 such other parties may terminate this agreement for material breach.
- 15.2 In the event BRBRAITT or CLi's in breach of its responsibility and services as stated in Section 2 hereinabove including non-provision of services within the time period as agreed in writing by the parties, UPES may at its liberty obtain such materials and/or services from any other party or parties and deduct the same from the fees payable to CLi.
- 15.3 As per the terms of this agreement, UPES shall pay all payment to CLi. However, in case of any dispute with regard to payment between CLi & BRBRAITT, UPES may, if demanded by BRBRAITT release the future payment under this agreement directly to BRBRAITT. However, irrespective of such change in payee all parties to this contract shall continue to discharge their respective responsibilities.
- 15.4 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.

## **16 INDEMNIFICATION**

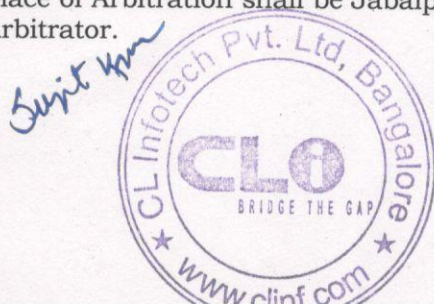
All the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/losses) arising out of or in connection with this MOU due to breach of any provisions of this Agreement by such party or as a result of any act of negligence / omission or commission on part of such party and / or its employees, agents etc.

## **17 GOVERNING LAW**

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

## **18 ARBITRATION**

18.1 In the event of any dispute, controversy, or differences arising out of or relating to this agreement, or the breach, termination or invalidity thereof, between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and the parties shall thereupon make every effort to settle the same amicably within a period of sixty days from the date of making such a request, failing which such a dispute, difference, controversy or breach, termination or invalidity thereof shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, at present in force, by three arbitrators. Each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who will act as the presiding arbitrator of the Arbitration Tribunal. The arbitration shall be conducted in English language. The place of Arbitration shall be Jabalpur or Bangalore or any other place decided by the Arbitrator.





## **19 GENERAL**

- 19.1 This Agreement supersedes all prior proposals and discussions on this subject except MoU between BRBRAITT and CLi 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 representatives of the parties. Any reproduction of this Agreement by reliable means shall be considered an original of this document.
- 19.2 Each Party shall act as an independent contractor. No agency, partnership, joint venture or other joint relationship is created by this Agreement. No Party shall make any commitments binding on the other, or make any representation that the Party is acting for, or on behalf of, the others.
- 19.3 None 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 parties. Any attempt to do so is void.

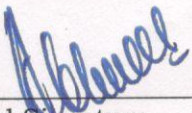
### **19.4 Independent Contractors**

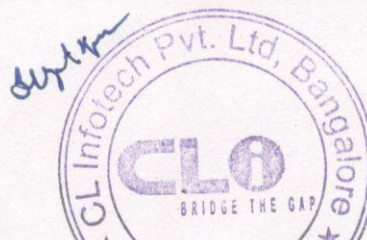
The parties agree that, in the performance of this Agreement, they are and shall remain independent contractors. This Agreement does not create nor shall it deem to have created a joint venture, a partnership, a principal-agent relationship or any other business organization or entity. Nothing herein shall be construed to constitute either party as the agent of the other party for any purpose whatsoever, and neither party shall bind or attempt to bind the other party to any contract or the performance of any obligation, or represent to any third party that it has any right to enter into any binding obligation on behalf of the other party. Each Party shall execute its obligations or duties hereunder at its own expense without recourse to the other Party.

## **20 Force Majeure**

The Parties shall not be liable for any failure to perform any of its obligation under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). Each party shall promptly inform the other of the existence of Force Majeure Event and shall consult together to arrive at a mutually acceptable solution.

21. **NON-SOLICITATION OF EMPLOYEES:** During the term of this Agreement and for a period of one year after the termination of this Agreement, all 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.

Agreed to: <b>University of Petroleum &amp; Energy Studies (UPES)</b>	Agreed to: <b>Bharat Sanchar Nigam Ltd.</b>
 _____ Authorized Signature	_____ Authorized Signature
Name : Abhay Sharma Designation: Registrar	Name : Designation:





University of Petroleum & Energy Studies 210, Second Floor, Okhla Phase III, New Delhi - 110020.	BRBRAITT(BSNL) New Delhi - 110001
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<p>Agreed to: <b>CL Infotech Pvt. Ltd.</b></p> <p><u>Sujit Kumar</u> Authorized Signature</p> <p>Name : <b>SUJIT KUMAR</b> Designation: <b>Director</b> Address</p>	
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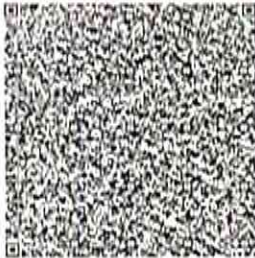
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# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL46435303154412P
Certificate Issued Date	: 28-Oct-2017 12:07 PM
Account Reference	: IMPACC (IV)/ di905203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL90520394911049651375P
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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### AGREEMENT

This Agreement is executed on this 26<sup>th</sup> day of March, 2018 ("Effective Date"), between;

**BSE Institute Limited**, a Company incorporated under The Companies Act 1956, having its registered offices at 25<sup>th</sup> Floor, P J Towers, Dalal Street, Mumbai 400 001, India

For University of Petroleum & Energy Studies

*Signature*  
Registrar

*Signature*



#### 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.



(hereinafter referred to as "**BIL**") (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns)

**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; Ms. Deepa Verma of the SECOND PART.

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

**WHEREAS**, UPES and BIL the parties have agreed to incorporate industry aligned modules in (a) Finance & Accounting in all MBA programs offered at UPES and (b) 'Corporate Finance' in MBA General management with major in Finance, where-in BIL will act as industry academic partner to design and teach the curriculum for such modules for MBA programs.

**WHEREAS** BIL represents that it is 100% subsidiary of BSE Ltd. BIL understands that sensitivity and long term commitment of such industry academic partnership as it has a direct impact on the UPES students who would opt for such MBA programs and hence, undertake to commit BIL's resources to ensure successful outcome for UPES students.

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

**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 UPES and BIL acknowledge the need for incorporation of industry aligned modules in Finance & Accounting and Corporate Finance in order to provide relevant education and knowledge to students pursuing education in management. UPES and BIL have identified certain industry relevant modules to be incorporated in the MBA Programs offered by UPES.

1.2 One such identified module will be incorporated in all MBA programs and carry 3 mandatory credits. This 3 credit module (36 hours) will be a part of the curriculum. The students will also be awarded an additional certificate from BIL on the basis of clearing the exam conducted by BIL. In case a student is not able to clear the exam in the first attempt he/she would be permitted one more attempt within next 6 months.

For University of Petroleum & Energy Studies

*Deepa Verma*  
Registrar

*Deepa Verma*





1.3 Further, mandatory 8 credit module (96 hours) on 'Corporate Finance' will be a part of the curriculum module for students of MBA General management choosing Finance as their major subject.

1.4 The objective of this Agreement is to establish a road map for the successful execution and rollout of such industry modules in all the MBA programs. Both UPES and BIL are keen to cooperate in such a way that it shall benefit the students pursuing management program at UPES.

1.5 These modules are to be launched in Academic year 2018-19.

1.6 This course will be offered to UPES registered students only.

## **2. Roles and Responsibilities**

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

### **2.1 BIL's Responsibilities**

2.1.1 The curriculum content and courseware for specific course modules of the abovementioned programs shall be developed by BIL through their designated subject matter experts. The curriculum and courseware shall be provided to Joint Coordination Committee (JCC) for review and approval at least 6 weeks prior to start of academic session. This courseware will be reviewed every year by BIL to ensure that it remains relevant and up to date in terms of capital market knowledge. Changes are to be incorporated based on student/faculty feedback to improve learning experience.

2.1.1.1 BIL will identify a single individual to act as the representative, at BIL's cost, with regard to entire coordination of the education delivery. The individual so appointed shall be single point of contact (SPOC) from BIL for the entire alliance and education delivery. Among other responsibilities, the said SPOC prime responsibility would be to, (i) liaison, nominate, depute appropriate faculty/SMEs from BIL for the relevant semesters/sessions, and (ii) to liaise with the SPOC appointed by UPES, for smooth and uninterrupted conduct of the program.

2.1.1.2 BIL will appoint/depute their faculty/SMEs for conducting the training at UPES and for Webinars, at BIL's cost, to deliver the program at the University campus. The quality of SMEs and quality of delivery to be mutually decided by UPES and BIL at JCC level. However, BIL reserves the right to deliver the program in the best possible modes and in some cases use technology based delivery on selected modules, if required, with prior consent of UPES.

For University of Petroleum & Energy Studies

*see for*  
*see for*  
Registrar

*[Signature]*





- 2.1.2 BIL to provide list of their subject matter experts (SMEs)/faculty to JCC at least 6 weeks prior to the start of academic session. The list to be validated by JCC.
- 2.1.3 BIL faculty will arrange for free access to online mock trading software to UPES students for hands on learning. The usage of such software shall be open to all students of MBA during the scheduled hands on sessions.
- a. BIL will provide non-returnable study material/books in print or in digital format, at its own cost, to students enrolled under the program 2. Further, only the study material provided by BIL shall be used to train the students. In no circumstances it shall be copied or translated or edited by UPES. UPES further understands that the Intellectual Property Rights are aligned to the study material and are more specifically governed by Clause 4 of this MOU, but not limited to it.
- 2.1.4 Both the parties shall designate one Program Manager/Nodal Officer as the single point of contact from BIL and UPES under this agreement. Such Program Manager/Nodal Officer so appointed by BIL shall visit UPES campus at least once per semester.
- 2.1.5 BIL shall make its best effort in providing internship to the students. BIL may facilitate internship placements of the students for undergoing internship for a period of six months, to enable the students to gain exposure and hands on working experience and practical knowledge.
- 2.1.6 BIL does not guarantee placement of students under the agreement. However, BIL shall on best effort basis try to provide opportunities for all the students who have successfully graduated and also successfully passed and been certified under the course as mentioned herewith. BIL will suggest such new processes or amend any existing placement process.
- 2.1.7 Both the parties permit each other to use its brand logo for promotional and other activities incidental to the program subject to prior written consent is taken by the respective party from the other party.
- 2.1.8 BIL's support and obligations under this Agreement will remain the same irrespective of the number of students enrolled in the programs.

### 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 provide the detailed academic session plans to BIL at least 6 weeks prior to start of the academic session.



- 3.1.3 UPES to promote & develop marketing collaterals and enroll the students under the programs.
- 3.1.4 UPES to share the student enrollment along with their email IDs data with BIL within 45 days of the start of semester.
- 3.1.5 UPES to award degrees to students upon successful completion of the program. The transcripts to carry the following line "This MBA General Management Program with specialization in Finance is being offered by UPES in collaboration with BSE Institute Ltd."
- 3.1.6 UPES to guide BIL on curriculum development based on feedback from faculty and students.
- 3.1.7 UPES to publish approved curriculum as part of UPES programs to be launched in industry academic collaboration with BIL
- 3.1.8 UPES to provide stay for all the visiting BIL team, faculty and industry SMEs at UPES campus subject to availability at UPES in house facilities i.e. MDC. Travel and local transport (within Dehradun district) of the BIL faculty and SMEs to be borne by UPES.

#### 4. Program Administration Process

- 4.1 **Joint Coordination Committee:** To coordinate the execution of the activities agreed under this Agreement, UPES and BIL 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 Co-chairperson along with the Head of Academics of BIL who will also be the Co-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 and Head of Academics of BIL.
- 4.3 The JCC meeting shall have due representation from both UPES and BIL to take decisions related to this Agreement.
- 4.4 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.
- 4.5 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

For University of Petroleum & Energy Studies

*2006/06/01*  
Registrar





programs arising from this Agreement, approving the content and recommending changes therein.

- 4.6 It is understood that the Vice Chancellor UPES and Head of Academics, BIL 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 BIL shall provide adequate number of BIL's internal and industry subject matter experts for curriculum development/updating 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 BIL fees @ Rs. 28000/- (Twenty-Eight thousand only) on the basis of per MBA student enrolled in 8 credit Corporate Finance module and Rs. 9000/- (Rupees Nine thousand only) per MBA student enrolled in 3 credit Finance and Accounting module.
- 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 15 days of start of the semester in which the 3 credit Finance and Accounting module or 8 credit Corporate Finance module is scheduled to be taught to UPES students as per academic grid approved by UPES Academic Council. The same is subject to receipt of undisputed invoice from BIL
- 6.3 Per student fees, as mentioned above, doesn't include any applicable taxes such as GST etc.
- 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 BIL 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 BIL is quoted correctly in such quarterly TDS returns or any other document where the PAN of BIL is required to be mentioned.



## 7. Term and Termination

- 7.1 This Agreement shall be initially valid for period of 3 academic years ending on 30<sup>th</sup> June 2021 and terms for renewal of this agreement post 30<sup>th</sup> June 2021 shall be mutually discussed & agreed upon by 30<sup>th</sup> June 2020. 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 six-month 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. Confidentiality

- 8.1 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.
- 8.2 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).

### 8.2.1 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.

- 8.2.2 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.



### 8.2.3 Obligations

The Recipient agrees to:

- a. 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
- b. Use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.
- c. The Recipient may disclose Information to:
- d. 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
- e. Any other party with the Discloser's prior written consent.
- f. 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.
- g. The Recipient may disclose Information to the extent required by law. However, the Recipient shall give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

### 8.2.4 Confidentiality Period

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.

### 8.2.5 Exceptions to Obligations:

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

- a. Already in its possession without obligation of confidentiality;
- b. Developed independently;
- c. Obtained from a source other than the Discloser without obligation of confidentiality;



- d. Publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- e. Disclosed by the Discloser to another without obligation of confidentiality.
- f. 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.
- g. The Discloser shall not be liable for any damages arising out of the use of Information disclosed under this Agreement. Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

8.2.6 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.

8.2.7 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.

For University of Petroleum & Energy Studies

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Registrar



*For A.S.*



## 9. Limitation of Liability

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.
2. In the event BIL 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 BIL. Circumstances may arise where, because of a default on BIL's part or other liability, UPES is entitled to recover damages from BIL, including for BIL's breach of Section 2 of the Agreement. Regardless of the basis on which UPES is entitled to claim damages from BIL (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), BIL's entire liability for all such claims shall be as per the terms and conditions of the Agreement. With respect to this clause, it is hereby agreed that the liability of BIL shall be limited to the extent of fees paid to BIL by UPES.
3. 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.
4. 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.
5. A breach of any of the provisions contained in this Agreement may result in irreparable and continuing damage to BIL for which there may be no adequate remedy at law, and thus BIL 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.

## 10. Indemnification

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, BIL warrants as:

- a. BIL is the developer of the content under this Agreement and it has unfettered rights in the use of the said content.
- b. BIL shall ensure the final material developed is 100% plagiarism free; BSE shall provide a certificate for same to UPES along with delivery.
- c. BIL shall not use any material or Services that is already in existence or intended to be used by any other person.
- d. The Content developed by BIL shall not and will not infringe upon or violate the copyrights or any other rights whatsoever of any person or entity;
- e. No adverse intellectual property claim exists with respect to the Services;

#### **11. Publicity**

1. Both BIL & UPES agree, during the tenure of this agreement to allow each other to use its trademarks, trade names, services marks or other proprietary marks under this Agreement for legal purposes like advertising, press releases, publicity or marketing collaterals with mutual consent as required by the scope of this Agreement.

#### **12. Governing Law**

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

#### **13. Arbitration**

- 13.1 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 Mumbai.

#### 14. General

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 BIL. Any reproduction of this Agreement by reliable means shall be considered an original of this document.
2. Each party shall be responsible for its own expenses in connection with these discussions.
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.
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.

#### 15. Notice

- 15.1 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/Nodal 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/Nodal Officer for UPES:**

Dr. Sumeet Gupta  
HOD,  
School of Business  
Knowledge Acres, Kandoli via Prem Nagar  
Dehradun

##### **Program Manager/Nodal Officer for BSE**

Pulock Bhattacharji  
Vice President  
BSE Institute, Rajendra Place  
New Delhi

For University of Petroleum & Energy Studies


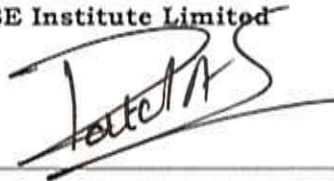

  
Registrar







16. **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: <b>University of Petroleum &amp; Energy Studies (UPES)</b> <i>For University of Petroleum &amp; Energy Studies</i></p> <p>Authorized Signature  Name: Deepa Verma Designation: Registrar University of Petroleum &amp; Energy Studies 210, Second Floor, Okhla Phase III, New Delhi – 110020.</p>	<p>Agreed to: <b>BSE Institute Limited</b>  </p> <p>Authorized Signature Name: Ashok Patel Designation: Authorised Signatory BSE Institute Limited 25<sup>th</sup> Floor, P J Towers, Dalal Street Mumbai – 400 001</p>
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## **Conduct and Ethics for compliance by all Suppliers and academic partner 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 academic partner and this Code sets necessary standards for our suppliers and academic partner.

### **Applicability**

This Code applies to suppliers and academic partner of "UPES". It includes not only the supplier/academic partner 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 / academic partner 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 and board members 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](mailto: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 supplier's/ academic partner at the time of entering into contractual engagement with UPES.

**Accepted by and on behalf of  
BSE Institute Limited**

  
**Authorized Signatory**







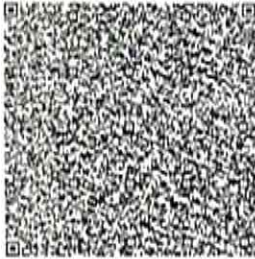
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# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL46440914177453P
Certificate Issued Date	: 28-Oct-2017 12:15 PM
Account Reference	: IMPACC (IV)/ d1905203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL90520394904932379336P
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-----

### NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement, hereinafter referred to as 'the Agreement' has been executed on this 28<sup>th</sup> day of February, 2018, ('Effective Date')

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

*22/02/18*

Registrar

Page 1 of 7

#### 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.

## BY AND BETWEEN

**University of Petroleum and Energy Studies**, a University established under the University of Petroleum & Energy Studies Act, 2003, enacted by the State of Uttarakhand, having University Campus at Villages Bidholi, Dehradun, Uttarakhand and Corporate office 210, II Floor, Okhla Industrial Area Phase - 3 Delhi 110020, hereinafter referred to as the "UPES", through its Registrar, **Ms. Deepa Verma**, which expression shall include its heirs, successors and assignees of the Other Part;

## AND

Bosch Limited, a company incorporated under Companies Act, 1913 and having its registered office at 3<sup>rd</sup> floor, Salarpuria Citadel Building, Opp to RBIN main gate, Adugodi, Hosur Road, Bangalore (hereinafter referred to 'Bosch', through its Technical Head - Energy Solutions, Dr. Sridhar H V which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its authorized representatives, successors-in-interests and permitted assigns) of the One Part.

(hereinafter Bosch and UPES shall be individually referred to as 'Party' and collectively as the 'Parties'.)

**WHEREAS** Bosch is inter-alia, engaged in the business of manufacture and marketing of fuel injection systems and equipment, spark plugs, special purpose machines, automotive components and accessories thereof for various automotive applications;

**AND WHEREAS** Bosch and UPES are in the process of consultations and discussions for exploring some opportunities related to a possible arrangement between them for research (hereinafter referred to as the "**Proposed Transaction**");

**AND WHEREAS** the Parties are aware that during the above said process of consultations, it may be necessary for the parties to exchange certain confidential and proprietary information in written, oral and/or physical/sample form ("**Confidential Information**" and more fully defined under clause 1 hereunder).

**AND WHEREAS** in pursuance of the above, the Parties are desirous of protecting such Confidential Information vide the terms and conditions of this Agreement.

**NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**



## **1. CONFIDENTIAL INFORMATION**

### **1. 1. Definition**

**'Disclosing Party'** means the Party (or Parties) which discloses Confidential Information under the term and conditions of this Agreement.

**'Receiving Party'** means the Party (or Parties) which receives the Confidential Information under the terms and conditions of this Agreement.

**'Confidential Information'** shall mean and include any information and data of a confidential or proprietary nature which is disclosed by Disclosing Party to Receiving Party, including but not limited to customer information, proprietary technical, financial, personnel, marketing, pricing, purchase price of sub-suppliers from whom raw materials for are purchased, sales and/or commercial information with respect to computer networking, data communications and computing services as well as drawings, reports, ideas, concepts, designs and inventions, computer source and object code and computer programming techniques; and all record bearing media containing or disclosing such information and techniques which are disclosed pursuant to this Agreement. Confidential information may also include information disclosed by third parties on behalf of the Disclosing Party.

The terms and existence of this Agreement, the fact that Confidential Information has been made available hereunder, that discussions or negotiations are taking place concerning a potential business relationship i.e. the Proposed Transaction, involving the Parties and all of the terms, conditions and other facts with respect thereto (including the status thereof) shall also be considered Confidential Information that is subject to the provisions of this Agreement. Information transmitted orally or visually shall also be considered to be confidential and proprietary.

**1.2 Purpose.** The purpose of the disclosure of Confidential Information is to enable the Parties to advance their efforts in evaluating a duly agreed potential business relationship between the Parties. Receiving Party shall use the Confidential Information for the purpose of the Proposed Transaction only.

**1.3 Ownership.** The Confidential Information shall be considered as a valuable trade secret owned by the Disclosing Party. The Disclosing Party retains all right, title, and interest in the Confidential Information. No license to the Receiving Party, under any trademark, patent or copyright, or applications for same which are now or may thereafter be obtained by such Receiving Party, is either granted or implied

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to have been granted by the conveying of Confidential Information to the Receiving Party.

- 1.4 No Warranties.** The Disclosing Party assumes no responsibility for any loss or damages which may be suffered by the Receiving Party, its customers or any third parties on account of or arising from the use of the Confidential Information by the Receiving Party. The Disclosing Party makes no warranties of any kind, whether express or implied, as to the accuracy or completeness of the Confidential Information.

## **2. NON-DISCLOSURE**

- 2.1 Use of Confidential Information.** The Receiving Party shall use the Confidential Information only for the purposes stated in Clause 1.2 herein above. The Receiving Party recognizes that this Agreement imposes an affirmative duty on the Receiving Party to hold such information in confidence and to protect it from dissemination to and use by unauthorized person or entity. In the absence of the Disclosing Party's prior written consent, the Receiving Party shall neither reproduce nor disclose the Confidential Information to any third party.
- 2.2 Further Responsibility.** The Receiving Party agrees to use the same degree of care to protect the Confidential Information as it would exercise to protect its own trade secrets and information. Receiving Party will grant access to the Confidential Information only to its directors, officers, employees, affiliates, agents, advisors and consultants ("Related Parties") on a need to know basis for the purpose of this Agreement and shall advise the Related Parties of the existence and terms of this Agreement and of the obligations of confidentiality herein. Each Party shall be respectively liable for the breach, if any, of the terms of this Agreement by such Party, or by its Related Parties.
- 2.3 Return of Confidential Information.** Promptly following the request of the Disclosing Party, at any time during the term of this Agreement and/on its expiry or earlier termination, the Receiving Party will return to the Disclosing Party, or certify in writing to the Disclosing Party as to the destruction of (without retaining any copy in any form, whatsoever), all Confidential Information (and copies and extracts thereof) furnished to, or created by or on behalf of, the Receiving Party.
- 2.4 Exceptions.** Notwithstanding anything contained to the contrary in this Agreement, no information shall be considered Confidential Information if such information: (a) becomes generally available to the public through no fault of, or without violation of any duty of confidentiality of, the Receiving Party; or (b) is independently developed by employees of the Receiving Party having no access to the Disclosing Party's

Page 4 of 7

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Confidential Information, (c) already known to the public at the time of disclosure. Neither Party shall be liable for disclosure of Confidential Information if disclosure was required by law, rule or regulation or was in response to a valid order of a court or authorized agency of government or other legal process, provided that prior written notice is given to the Disclosing Party so that a protective order or other relief, as may be deemed appropriate, may be sought by the Disclosing Party.

**2.5 Remedies.** The Parties recognize and acknowledge that Confidential Information is of a special, unique and extraordinary value to the Disclosing Party and that disclosure, misappropriation or unauthorized use of such Confidential Information by the Receiving Party may cause serious injury to the Disclosing Party. The Receiving Party expressly agrees, therefore, that the Disclosing Party, shall be entitled to seek injunctive and other equitable relief to prevent the breach, or the further breach, of any of the terms and provisions hereof.

**2.6 Public Statements.** In addition to the limitations on the use and disclosures of Confidential Information set forth herein, it is agreed that neither Party shall issue or release or confirm any statement, to the general public, to the news media, or to any third party, except with the prior concurrence of the other Party, both as to the content and timing of any such issue or release or confirmation.

### **3. GENERAL**

#### **3.1 Term and Termination.**

All the Parties agree that this Agreement will come into force from the Effective Date and shall continue to be effective till the Proposed Transaction is terminated by either of the Parties by giving a 30 days' notice to the other Party(s).

Notwithstanding anything contained above, the provisions of this Agreement shall survive and continue after expiration or termination of this Agreement for a further period of 3 year (s) from the date such date of expiration.

It being further clarified that notwithstanding anything contained above, in case a binding agreement is executed between the Parties in furtherance of the Proposed Transaction, the terms and conditions of this Agreement shall form a part of that binding agreement and be co-terminus with such binding agreement and shall be in effect till the term of such binding agreement and shall after its expiry and or early termination, continue to be in force in the following manner:

- i. 3 years after the termination of the binding agreement;
- ii. 3 years after the expiry of the binding agreement; (whichever is earlier)

Page 5 of 7

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

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Registrar

- 3.2 No Obligation to Complete Transaction.** Unless and until a final agreement with respect to the project has been executed and delivered, neither Party will be under any legal obligation of any kind whatsoever with respect to the Proposed Transaction by virtue of this Agreement except for the matters expressly agreed to herein. This agreement does not create any obligation on any of the party to enter into any final agreement.
- 3.3 No Conflicts.** Each Party represents and warrants that its actions with respect to this Agreement do not conflict with any prior obligations to any third party. The Parties further agree not to disclose or to use on behalf of the other Party any Confidential Information belonging to any third party, unless sufficient written authorization from the third party is provided.
- 3.4 Non-circumvention.** During the term of this Agreement, each Party agrees not to hire, solicit, nor attempt to solicit for itself or any third party, directly or indirectly, the services, of any director, officer, employee or subcontractor of the other Party, its parent or affiliate companies, who is associated with the execution of the project without the prior written consent of the other Party; provided however, that each Party is not prevented from employing any such person who contacts that Party on his or her own initiative and without any direct or indirect solicitation by that Party.
- 3.5 No Assignment.** Neither Party may assign this Agreement or any interest herein without the other Party's express prior written consent.

**4. General Terms**

This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives and assigns. The waiver or failure of either Party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is deemed or held by a court of competent jurisdiction, to be contrary to law or otherwise unenforceable, it shall be enforced to the extent legally permissible and as necessary to reflect the intent of the Parties and shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect. This Agreement may only be amended by a writing executed by duly authorized representatives of both the Parties.

*see*



**DOCUMENT REVIEW AND APPROVAL FORM**

Type of Document / Contract: Non-Disclosure Agreement

Supplier/Vendor/Other/s: **Bosch Limited**

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

Effective Date: Feb 22, 2018 Expiration Date: Till the Proposed Transaction is terminated by either of the Parties ☐ Automatic renewals

Short Description / Purpose: Bosch and UPES are in the process of consultations and discussions for exploring some opportunities related to a possible arrangement between them for research.

**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: \_\_\_\_\_


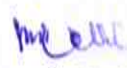
Project #: \_\_\_\_\_ Phase: \_\_\_\_\_

**Part II (Checklist)**


<u>Internal Comments Received from Project Team?</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<u>Contract(s) Fully Negotiated?</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<u>Bid Submitted?</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

## REVIEWS & APPROVALS

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

	Required?	Name	Title	Date	Signature & Comments
Initiator	X	Dr. Jitendra K. Pandey	Associate Vice President-Research & Development	Feb 20, 2018	 <input type="checkbox"/> e-mail attached
Treasury	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Legal	<input checked="" type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Baij Nath	AD-Legal	Feb 20, 2018	 <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				



	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	Feb 20, 2018	 <input type="checkbox"/> e-mail attached
Marketing	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
CFO	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
President/ CEO	<input type="checkbox"/> President <input type="checkbox"/> CEO <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Capital Committee	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Board of Directors	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached

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

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





सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL97834201062919Q
Certificate Issued Date	: 09-Mar-2018 04:25 PM
Account Reference	: IMPACC (IV)/ dl840403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL84040398780371056540Q
Purchased by	: UPES
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: UPES
Second Party	: Not Applicable
Stamp Duty Paid By	: UPES
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made on this 19<sup>th</sup> day of March, 2018

BETWEEN;

**University of Petroleum and Energy Studies**, a university established under Act, 2003, enacted by the State of Uttarakhand, having University Campuses at Villages Bidholi and

For University of Petroleum & Energy Studies

Deepa  
Reg. Str.

#### 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

Kandoli, Dehradun, Uttarakhand and Corporate office at 2<sup>nd</sup> Floor, 210, Okhla Industrial Estate, Phase III, New Delhi - 110020; through its Registrar **Ms Deepa Verma** (hereinafter called as "**UPES**"), which expression shall, unless the context does not admit, include its successors and assigns); of the One Part

**AND**

**CYBER PEACE FOUNDATION, NGO** duly registered under the provisions of Societies Registration Act 21, 1860; through its Authorized Signatory Capt Vineet Kumar, (hereinafter called as "**CPF**"), which expression shall, unless the context does not admit, include its successors and assigns), having its Secretariat at B-55, MIG Next to MS Dhoni's residence, Birsa Munda Rajpath, Harmu Housing Colony, Ranchi-834002, Jharkhand of the Other Part.

Both UPES and CPF shall be collectively referred to as 'Parties'.

**PREAMBLE:**

**WHEREAS**, CPF is apolitical civil society organisation and think tank of cybersecurity and policy experts. CPF is involved in Policy Advocacy, Research and Training related to all aspects of Cyber Peace and Cyber Security. Key areas of it's work are in Technology / Internet Governance, Policy Review and Advocacy, Capacity and Capability creation and building through partnerships with various government organizations, academic institutions and civil society entities.

**AND WHEREAS**, CPF and UPES have mutually agreed to facilitate research activities in the State of Uttarakhand and across India, wherein UPES had expressed its willingness to collaborate with CPF for the above purpose;

**NOW, THEREFORE**, IT IS HEREBY AGREED TO BY AND BETWEEN CPF AND UPES, AS FOLLOWS:

**1. OBJECTIVES OF MoU:**

- To encourage research in the field of Cyber Security, Cyber Defense and Internet Engineering and Governance.
- To Setup e-Raksha Research Centre & Centres of excellence in UPES and its constituent colleges.
- To introduce new courses on cyber security, cyber-crime investigations, internet engineering and governance subject to prior approval of Academic Council of UPES and other legal requirements.
- To promote entrepreneurship in cyber security to support the Start-up India and Stand-up India initiatives of the Government of India.
- To promote innovation, design facilitate and development of algorithms and develop the indigenous software tools for cyber security and internet standards under the 'Make in India' initiative of Government of India.
- To setup Research Labs for the various purposes listed as below: -
  - ✓ Research and analysis of the cyber security issues and threats such as botnet etc.
  - ✓ Setting up malware analysis test bed and research and analysis of malwares.

  
For University of Petroleum & Energy Studies

Registrar



- ✓ Setting up of a Honey Network & Hardware Security Test bed.
  - ✓ Setting up of the cyber security simulation lab.
  - ✓ Setting up of the critical information infrastructure protection lab.
  - ✓ Setting up of IoT and smart city lab.
  - ✓ Setting up DNS/DNSSEC testbed
  - ✓ Setting up Internet DNS Traffic probe infrastructure
  - ✓ Setting up of IoT, IPv6 and smart city lab.
- To context capacitive building activities under Skill India initiative of the Government of India for:-
    - ✓ Cyber security awareness events & workshops throughout the year.
    - ✓ Working on Next Generation Internet Standards.
    - ✓ Providing cyber security education for the skill building to the various agencies and organizations.
    - ✓ Conducting annual security symposium, seminar, roundtable conference etc.
    - ✓ Internship, Specialized Training & placements.
    - ✓ Organizing various Cyber Challenge, competitions and Cyber Security fellowships.
    - ✓ Providing Network Security and DNS infrastructure education for the skill building to the various agencies and organizations.
    - ✓ To undertake collaborative R&D in developing the human capital and technical skills needed to solve complex problems of cyber security and also to conduct research that enhances the technical, legal, and policy aspects of cyber security leading to commercially viable products.
  - To constitute a cyber - security think tank and functioning through various expert committees to learn, understand, analyze, resolve and manage multiple cyber security issues.

**The Parties mutually also agree for: -**

- Collaboration and extension with other institutions and ensuring public and private partnership.
- Jointly applying for grants and contributions for the projects related to cyber security from governments, industries and other bodies.
- Creation of knowledge and expertise to face new and emerging security challenges to produce cost- effective, tailor made indigenous security solutions in information security products and services.

**2. RESPONSIBILITIES OF PARTIES**

2.1. Both parties shall establish a close and continuing interaction for exploring areas of mutual co-operation in the field of Cyber Security & Cyber Defence including all associated fields of technology.

**2.2. Responsibilities of CPF:**

- Providing expert guidance in Cyber Security, Cyber Defense and Critical Internet Infrastructure research.
- Help build an ecosystem for the security startups.

For University of Petroleum & Energy Studies

*Deepa*  
Registrar

- Provide technical advisory in setting up the e-Raksha Research Centre – Centre of Excellence on Internet Governance and Cyber Security, Internet Research Labs, Centres of Excellence and various research labs associated with it.
- To facilitate the experts to take lectures, web casts, speeches etc. on different related subjects on cyber security.
- Assisting in internship and placements to the students either at CPF or the associates of CPF.

### **2.3. Responsibilities of UPES:**

- Providing space (minimum of 900 sq. ft.) at a suitable location in UPES to set up the research Centre and the lab(s) associated with it.
- Providing space for training for the capacity building activities and meetings and discussions as and when required.
- Provide for a well-equipped office space within the Centre for the various officials/ guests/ experts of CPF visiting the research Centre or the university.

### **The parties mutually agree that:**

- UPES shall have proprietary ownership of the aforementioned work space.
- IT infrastructure to start the functioning of the research Centre, the minimum basic is listed as below -
  - ✓ Two Server with at least 32 GB RAM and 4 TB of Hard Drive each.
  - ✓ 20 MBPS Dedicated Static IP Internet link (separate from the routine UPES link). Minimum /24 IPv4 and /48 IPv6 address pool with ASN number for Internet engineering research and development.
  - ✓ 5 Raspberry Pi 3 with 16 GB UH & 3 MMC Card (64 GB).
  - ✓ 5 Desktop Computers with high configuration (i5, 8GB 500GB)
  - ✓ UTM firewalls switches etc.
  - ✓ Any specific equipment which may be needed during the course of this MOU may be added by parties on consent.
  - ✓ Mention of the collaboration on online mediums of the university such as Website, Social Media etc. To cover the travel and lodging expenses and honorarium to experts so visiting UPES for the purpose of the above mentioned or any other activity under this MoU as and when required at the research Centre and its associated lab(s).

### **3. TENURE OF MoU:**

This MoU shall become effective from the date of signing of this MoU and shall remain effective for five (5) years from the date of execution. Subsequent to the completion of the tenure of this MoU, it can be further extended based on mutual consent and as agreed by both the parties.

For University of Petroleum & Energy Studies

*200/2020*  
Registrar



#### **4. INTELLECTUAL PROPERTY (IP):**

4.1. All IP rights associated with an innovation under the Centre shall be jointly by CPF and UPES.

4.2. This MoU shall not permit the use or dissemination of intellectual property belonging to either party by the other party without the prior written consent of the party that owns the intellectual property.

4.3. Any matters related to intellectual property shall be mutually agreed upon by and between the parties as and when such matters arise.

#### **5. GENERAL TERMS:**

5.1. Any financial obligations unless and otherwise stated clearly should be agreed by both the parties in writing.

5.2. Both the Parties shall have to appoint a single point of contact (SPOC) to maintain the clarity of communication between both the parties.

5.3. Cyber Peace Foundation shall from time to time also extend outreach of its program to the Centre which may be relevant & important for the centers development.

5.4. The contact details i.e. the Email id and phone no. of the SPOCs from both the Parties shall be shared with each other. In case of any change of the SPOC it must be communicated immediately between both the parties.

5.5. All the student chapters for various bodies shall be part of above mentioned activities.

5.6. In case of any new developments and addition of a new understanding shall happen by way of a supplemental instrument.

#### **6. TERMINATION:**

6.1. The MoU can be terminated by either party by submitting a written notice of 3 months.

6.2. Any difference of opinion during the term of MoU will be settled by mutual consultation by and between the parties.

6.3. In the matter of unresolved disputes, the matter shall be referred to joint resolution by President— Cyber Peace Foundation and Vice Chancellor of UPES and the joint decision shall be final.

#### **7.0 JURISDICTION:**

Any litigation or dispute proceedings arising out of this MoU shall be subject to laws of India, specifically within the jurisdictional court/tribunal/judicial authorities of New Delhi (India) and in accordance with the Arbitration and Conciliation Act 1996 or amendment thereof as being in force from time to time.

For University of Petroleum & Energy Studies

*neeraj*  
Registrar

**In witness whereof**, the parties have caused this MoU to be executed in duplicate by proper officials as of the date hereof.

For and on behalf of CPF



Capt. Vineet Kumar

Authorized Signatory

For and on behalf of UPES

For University of Petroleum & Energy Studies

**Deepa Verma**

Registrar

  
Registrar



**DOCUMENT REVIEW AND APPROVAL FORM**

Type of Document / Contract: Memorandum of Understanding

Supplier/Vendor/Other/s: **CYBER PEACE FOUNDATION**

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

Effective Date: March 20, 2018    Expiration Date: March 21, 2023    ☐ Automatic renewals

Short Description / Purpose: Both the Parties have mutually agreed to facilitate research activities in the State of Uttarakhand] and across India

**Part I (Finance / Treasury)**

Institution/Business Unit: \_\_\_\_\_ Department: \_\_\_\_\_

GL Account: \_\_\_\_\_ Total Amount: \_\_\_\_\_

Budgeted    ☐ Yes    ☐ No    ☐ N/A

☐ Op Ex.    Single Payment Amount: \_\_\_\_\_ Date Required: \_\_\_\_\_

☐ Op. Ex.    Multiple Payments: \_\_\_\_\_

// of Payments: \_\_\_\_\_ Start Date: \_\_\_\_\_

Amount of each Payment: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

☐ Cap. Ex.    Amount: \_\_\_\_\_

Project #: \_\_\_\_\_ Phase: \_\_\_\_\_

**Part II (Checklist)**



Internal Comments Received from Project Team?    ☐ Yes    ☐ No

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


Bid Submitted?    ☐ Yes    ☐ No    ☐ N/A

## REVIEWS & APPROVALS

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

	Required?	Name	Title	Date	Signature & Comments
<b>Initiator</b>	X	Vishal Kaushik	Asstt. Prof., Sel-School computer	Feb 21, 2018	 <input type="checkbox"/> e-mail attached
<b>Treasury</b>	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
<b>Legal</b>	<input checked="" type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Baij Nath	AD-Legal	Feb 21, 2018	 <input type="checkbox"/> e-mail attached
<b>Tax</b>	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
<b>Finance</b>	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
<b>Academic</b>	<input type="checkbox"/>				



	<input type="checkbox"/> N/A				
	<b>Required?</b>		<b>Title</b>	<b>Date</b>	<b>Signature &amp; Comments</b>
<b>Accounting</b>	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sanjeev Goyal	FO	Feb 21, 2018	 <input type="checkbox"/> e-mail attached
<b>Marketing</b>	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
<b>CFO</b>	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
<b>President/ CEO</b>	<input type="checkbox"/> President <input type="checkbox"/> CEO <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
<b>Capital Committee</b>	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
<b>Board of Directors</b>	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached

**BOARD OF MANAGEMENT**

**MEMBERS OF THE SUB-COMMITTEE (CONTRACTS)**

**(Pursuant to BOM Meeting No. BOM/042/December 2016)**

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



## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON COOPERATION IN THE FIELD OF HIGHER EDUCATION, TRAINING AND RESEARCH ON APRIL 20, 2018;**

### BETWEEN

**Ecole Nationale Supérieure de Mécanique et des Microtechniques**, having its Campus at 26 rue de l'Épitaphe, 25030 Besançon, France (hereinafter referred to as "ENSM") through its Authorized Signatory Prof Bernard CRETIN, Director,

### 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 Ms Deepa Verma, 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 **ENSM** 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 (Associate Dean – International Affairs – [international@upes.ac.in](mailto:international@upes.ac.in)) or any other person appointed in his place by UPES. The point of contact for ENSMM will be Prof Nathalie BOUDEAU, International Relations Director or any other person appointed in his/her place by ENSMM.

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

For University of Petroleum and Energy Studies

*Deepa Verma*  
Registrar

5. Permission is given to UPES to use the official marks of ENSMM, 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 ENSMM 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 ENSMM 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 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.
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 as follows:
8. This MOU is completed in English and is signed in two (2) originals with one (1) original remaining in possession of each party.

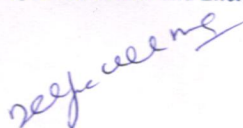
**IN WITNESS WHEREOF** the parties have executed this MOU as on the day and year FIRST ABOVE WRITTEN.

**University of Petroleum and Energy Studies**

**Ecole Nationale Supérieure de  
Mécanique et des Microtechniques**

Dehradun, India on April 20, 2018  
For University of Petroleum and Energy Studies

Besançon, France, on



Registrar

**Deepa Verma**  
Registrar

**Prof. Bernard Cretin**  
Director



### MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON DECEMBER 7, 2017;**

#### **BETWEEN**

**Université de Nantes** having its legal address Ploytech Nantes Rue Christian Pauc CS 50609, 44306 Nantes Cedex 3, France (hereinafter referred to as "UN") represented by its president, Professor Olivier Laboux; and in particular its Graduate Engineering School (hereinafter referred to as "Polytech Nantes"), represented by its Director, Professor René Le Gall ;

#### **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 Ms. Deepa Verma, 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 **UN, and in particular Polytech Nantes, 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. The specific conditions of each internship will be detailed in a student placement agreement for internship abroad signed by the student and both universities.
- c) exchange of publications, research materials, newsletters, etc.



- d) Internships & Joint projects
  - e) General academic and research collaboration
  - f) establishment of joint Masters degree program whose specific conditions will be detailed in a separate agreement
3. The point of contact for the duration of this MOU for UPES will be Dr. Ugur GUVEN (Vice President – International Affairs – [international@upes.ac.in](mailto:international@upes.ac.in)) or any other person appointed in his place by UPES. The point of contact for UN will be Ms Nadège SOUCHEREAU (Director of International Office – [international.cooperation@univ-nantes.fr](mailto:international.cooperation@univ-nantes.fr)) or any other person appointed in his/her place by UN. The point of contact for Polytech Nantes will be Professor Tchanguiz RAZBAN (Head of International Service at Polytech Nantes – [international@polytech.univ-nantes.fr](mailto:international@polytech.univ-nantes.fr)) or any other person appointed in his/her place by Polytech Nantes.
4. Both Universities 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 UN, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions under this agreement; provided, however, the UPES shall comply with partner university policies.

Permission is given to UN 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 under this agreement; provided, that UN 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 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.
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 as follows:

---

UN: Université de Nantes - Direction des Relations Internationales, 1 quai de Tourville, BP 13522, F-44035 Nantes cedex 1

---

UPES: Registrar, Energy Acres, P.O. Bidholi Via-Prem Nagar, Dehradun-248007

---





UNIVERSITÉ DE NANTES



POLYTECH  
NANTES



UPES

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

9. **COUNTER PARTS:**

This MOU may be executed in two or more counterparts, all of which shall be considered one and the same MOU and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other 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 on December 7, 2017

*For University of Petroleum & Energy Studies*

*Deepa Verma*  
Registrar

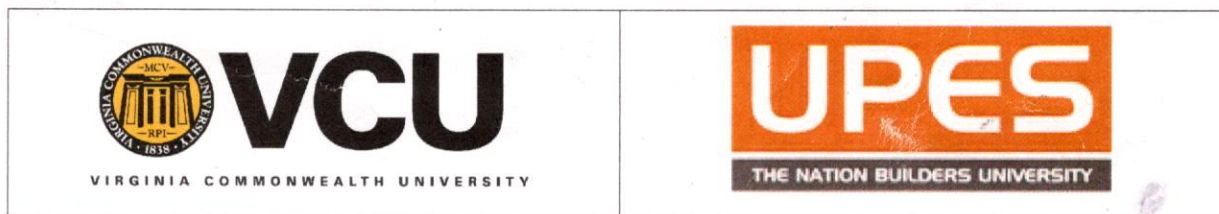
Registrar

**Université de Nantes**

Nantes, France on 12 MARS 2018

*Professor Olivier Laboux*  
President





## MEMORANDUM OF UNDERSTANDING

BETWEEN:

**VIRGINIA COMMONWEALTH UNIVERSITY, USA**

AND

**UNIVERSITY OF PETROLEUM & ENERGY STUDIES, INDIA**

This MOU is executed on this 14<sup>th</sup> day of November, 2017 by and between;

**Virginia Commonwealth University** located at 907 Floyd Avenue, Richmond, Virginia, USA and **University of Petroleum & Energy Studies**, at Energy Acres Bidholi via Prem Nagar, Dehradun, Uttarakhand, India wishing to enhance relations between the two institutions and to develop academic and cultural exchange to advance the discovery of new knowledge, creative expression and innovation, enhance teaching and learning, and strengthen the positive impact on their communities, agree to work together toward the internationalization of higher education at their respective institutions.

The areas of cooperation will include the programs to be potentially offered by either institution which might be desirable and feasible for the development and strengthening of cooperative relationships between the two institutions.

Any specific program offering shall be subject to mutual consent as codified in separate written agreements, the availability of funds, and subject to any appropriate statutory and regulatory provisions.

The parties agree that no program or activity will be commenced prior to execution of appropriate written agreements by responsible officials of each entity.

This agreement shall be effective upon approval by both parties and shall remain in effect for an initial period of three (3) years. This agreement may be renewed for set terms of one to three years thereafter upon written agreement of the parties. Either party may terminate this agreement upon written notice to the other party.

This agreement is drawn up in two original copies in English having the same legal validity.

For Virginia Commonwealth University

Provost and Vice President for  
Academic Affairs  
Dr. Gail Hackett

Signature

12/13/17

Date

For University of Petroleum & Energy  
Studies

[Registrar]  
Deepa Verma

Signature

Date 14.11.2017



**MEMORANDUM OF UNDERSTANDING**  
**THIS MEMORANDUM OF UNDERSTANDING HAS BEEN**  
**REACHED ON THIS 11<sup>TH</sup> 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](mailto: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](mailto:daniele.fournier@insa-toulouse.fr)) or any other person appointed in her place by INSA Toulouse.

**For University of Petroleum and Energy Studies**

1/2



A handwritten signature in blue ink, likely belonging to the Registrar of the University of Petroleum and Energy Studies.

**Registrar**



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 written ABOVE WRITTEN.

**For INSA Toulouse**

Prof. Bertrand Raquet

Director

Date: 02 JUN 2017



**For UPES**

Mr. Abhay Sharma

Registrar

Date: 11/05/2017

**For University of Petroleum and Energy Studies**

**Registrar**



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE UNIVERSITY OF AKRON**

**AND**

**UNIVERSITY OF PETROLEUM AND ENERGY STUDIES**

*University of Petroleum and Energy Studies, in Dehradun, Uttarakhand, India, and The University of Akron, in Akron, Ohio, USA, wishing to enhance relations between the two institutions and seeking to develop academic and cultural interchange in the areas of education, research, and other activities, agree to cooperate and work together toward the internationalization of higher education.*

The areas of cooperation will include any program offered at either institution, which is felt to be desirable and feasible for the development and strengthening of cooperative relationships between the two institutions. However, any specific program shall be subject to mutual consent, availability of funds, and approval of each partner. Such programs may include:


- Exchange of students
- Joint research projects
- Hosting visiting delegations
- Exchange of faculty members
- Joint cultural programs
- Internship opportunities

The terms of such mutual assistance and cooperation shall be discussed and agreed upon in writing by the appropriate responsible officers of both parties prior to the initiation of any particular program or activity.


Academic requirements of the host institution shall be set forth in its bulletins or guidelines in effect at the time of this Agreement or as amended at any time by the host institution. Each institution shall assume responsibility for all reporting and other requirements of their country regarding the implementation and administration of this program; and, each shall cooperate with the other to provide such information and assistance as is reasonably necessary to enable the other to provide any information or reports required for continuation and advancement of this program. Both institutions shall regularly review the program and opportunities for students to seek continuous improvement of the program, scholarly interchange, and cultural exchange in order to maximize the benefit to students and both institutions.

This agreement shall be effective upon approval by both parties and shall remain in effect for five years. Either party may terminate it with one year's notice given in writing, or it may be extended by mutual agreement expressed by a written memorandum of understanding. Any agreement termination shall not affect the obligations already in progress prior to such termination.

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

  
Matthew J. Wilson  
President  
The University of Akron

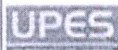
Date: 10/24/2017

  
Abhay Sharma  
Registrar  
University of Petroleum and Energy Studies

Date:

13/10/2017

Registrar



**DOCUMENT REVIEW AND APPROVAL FORM**

Type of Document / Contract: Academic MOU Agreement

Supplier/Vendor/Other/s: MoU with University of Akron

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

Effective Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ ☐ Automatic renewals

Short Description / Purpose: Exchange of students, Joint research projects, Hosting visiting delegations, Exchange of faculty members, Joint cultural programs, Internship opportunities.

**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


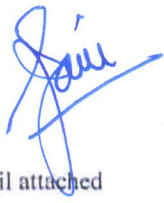


## REVIEWS & APPROVALS

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				<input type="checkbox"/> e-mail attached
Treasury	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Legal	<input checked="" type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Prady Nkur-	Associate Dir - Legal.	22/9/17	 <input type="checkbox"/> e-mail attached
Tax	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Finance	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Academic	<input type="checkbox"/> <input type="checkbox"/> N/A	Dr Ugur GUVEN	VP-International Affairs		 <input type="checkbox"/>



					<input type="checkbox"/>
	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	22.09.2017	 <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	22.09.2017	 <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 13<sup>th</sup> DAY OF July TWO THOUSAND SEVENTEEN AT \_\_\_\_\_

BETWEEN

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

AND

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

### WHEREAS:

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

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

#### 1. Objective.

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

#### 2. Scope of Activities.

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

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

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

4. Both Universities 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 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.

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 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.
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 as follows:
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 FIRST ABOVE WRITTEN.

University of Petroleum and Energy Studies      IMT Ecole Nationale Supérieure des Mines d'Albi-Carmaux

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

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar

Abhay Sharma

Registrar

UPES, ENERGY ACRES, P.O.

BIDHOLI, VIA PREM NAGAR,

DEHRADUN - 248007

UTTARAKHAND, INDIA

Albi, France, on 2017, Mai, 17



Narendra JUSSIEN

Director

MINES  
Albi-Carmaux

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



## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON THIS 6<sup>TH</sup> DAY OF SEPTEMBER TWO THOUSAND SEVENTEEN (EFFECTIVE DATE);**

BETWEEN

**National University of Kaohsiung**, hereafter referred to as **NUK**, the only national university instituted in the millennium in Taiwan, in accordance with the government's industrial development policy and to promote the establishment of the Asia-Pacific Regional Operation Center, situated at No. 700, Kaohsiung University Rd., Nanzih District, Kaohsiung 81148, Taiwan, R.O.C., represented by the President, DR. SHYUE-LIANG WANG;

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 **NUK** and **UPES**, could develop and carry out collaborative activities in academics and research.

#### 2. Scope of Activities.

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

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

3. The point of contact for the duration of this MOU for UPES will be Dr. Ugur GUVEN (Vice President – International Affairs – [international@upes.ac.in](mailto:international@upes.ac.in)) or any other person appointed in his place by UPES. The point of contact for NUK will be Ms. Tiffany Huang (Coordinator of Academic Exchanges, Office of International Affairs – [tifa910910@nuk.edu.tw](mailto:tifa910910@nuk.edu.tw)) or any other person appointed in her place by NUK.

UNIVERSITY OF PETROLEUM & ENERGY STUDIES



Registrar

#### 4. CONFIDENTIALITY

- a) Both Universities acknowledge that all tangible and intangible information including all documents, data, papers, statements, names, marketing plans, business opportunities, research development or know how including all non-public information embodied in, represented by, compiled by or relating to the other University; obtained, developed or disclosed or shared with the faculty or the students of the other University under exchange program, as the case may be; is deemed by both the Universities to be the confidential and proprietary information of the Other University.
  - b) Both Universities shall ensure that the Other University's Confidential Information is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by this arrangement/MOU. The Confidential Information shall be safeguarded and both Universities shall take all necessary action and care to protect it against misuse, loss, destruction, alteration or deletion thereof.
  - c) Both Universities will respect the intellectual property rights of each other during the period of this MoU and for all the time thereafter.
5. Permission is given to UPES to use the official marks of NUK, 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 NUK 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 NUK 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 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.
7. **Term.** This MOU is for a period of 3 years from the effective date. 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.

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#### 8. COUNTER PARTS:

This MOU may be executed in two or more counterparts, all of which shall be considered one and the same MOU and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party".

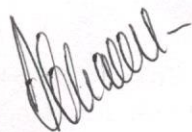
9. This MOU is completed in English and is signed in two (2) originals with one (1) original remaining in possession of each party.



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

**University of Petroleum and Energy Studies**

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

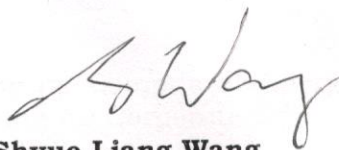


**Abhay Sharma**  
Registrar

Registrar

**National University of Kaohsiung**

Kaohsiung, Taiwan, R.O.C.



**Shyue-Liang Wang**  
President

2017.09.20.



## MEMORANDUM OF UNDERSTANDING

BETWEEN

**KENYATTA UNIVERSITY,  
NAIROBI, KENYA**

AND

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

This MEMORANDUM OF UNDERSTANDING (MoU) is made on this 28<sup>th</sup> day of May 2018.

BETWEEN

**Kenyatta University of Post Office Box Number 43844 – 00100 Nairobi, Kenya** (hereinafter referred to as "KU" and where the context so admits includes its successors and assigns) of the one part;

AND

**University of Petroleum and Energy Studies**, a university established under Act, 2003, enacted by the State of Uttarakhand, having University Campuses at Villages Bidholi and Kandoli, Dehradun, Uttarakhand and Corporate office at 2<sup>nd</sup> Floor, 210, Okhla Industrial Estate, Phase III, New Delhi – 110020; through its Registrar **Ms Deepa Verma** (hereinafter called as "**UPES**"), which expression shall, unless the context does not admit, include its successors and assigns);

NOW IT IS HEREBY AGREED as follows:

### PART I

#### SCOPE OF COOPERATION

The areas of cooperation include, subject to mutual consent, programmes offered at both institutions as felt desirable and feasible on either side, or that both sides contribute to fostering and development of the cooperative relationships between the

22



two institutions. The assistance to be provided by each of the parties will be teaching, research, exchange of faculty and students, cultural exchange and staff development, as deemed beneficial by the two institutions.

## **PART II**

### **GENERAL AREA OF COOPERATION**

Assistance shall be carried out, subject to the availability of funds and the approval of the Vice Chancellor, Kenyatta University, and the Vice-Chancellor of UPES, through such activities or programmes as:

- 1 Exchange of faculty members
- 2 Exchange of students for internship
- 3 Joint research activities
- 4 Joint Publications
- 5 Participation in international seminars and academic meetings
- 6 Exchange of academic materials and other information

## **PART III**

### **SETTLEMENT OF DISPUTES**

Both parties hereby undertake to use their best efforts to mutually resolve any dispute[s] that may arise as between them from the interpretation and enforcement of this agreement.

## **PART IV**

### **GOVERNING LAW**

This Agreement shall be governed by and construed in all aspects in accordance with International Law, Common Law and Equity.

## **PART V**

### **FORCE MAJEURE**

No failure or delay by the Parties hereto in the performance of any obligation herein contained shall be deemed a breach of this agreement, nor shall the same create any liability as a result of any force or cause beyond the control of the Parties including, but not limited to, acts or omissions of any government, compliance with laws, regulations, orders or requests of any governments, fire, storm, flood or earthquake, war, rebellion, revolution, riot, strikes or lockouts, provided that lack of finances shall not be considered a force majeure nor shall any force majeure suspend any obligation for the payment of money due hereunder. Should an event of force majeure occur which prevents the performance of any obligation of either Party, the performance of any such obligation, directly, indirectly or consequentially affected by the event of force majeure, will be postponed for such time as the performance necessitates. The Parties hereto shall make all reasonable efforts to minimize, reduce and mitigate the effect of any delay occasioned by an event of force majeure.

## PART VI

### RENEWAL, TERMINATION AND AMENDMENT

This agreement shall remain in force for a period of five (5) years from the date of the last signature, with the understanding that either party giving notice to the other party in any year may terminate it. The agreement may be extended by mutual consent of the two parties.

This agreement may be amended by the exchange of letters between the two institutions. Such amendments, once approved by both institutions, will become part of this Memorandum of Agreement.

IN WITNESS WHEREOF, the parties hereto have offered signatures:

For: University of Petroleum & Energy Studies

For University of Petroleum and Energy Studies

*Deepa Verma*  
Registrar

Deepa Verma  
Registrar

Date: May 28, 2018

Witnessed by:

*Dr. Ugur Guven*  
Senior Professor Aerospace Engineering  
Associate Dean - International Affairs  
University of Petroleum & Energy Studies  
Date: May 28, 2018  
Dr. Ugur Guven  
Associate Dean - Aerospace Engg.

Date: May 28, 2018



For: Kenyatta University  
Nairobi, Kenya

*Prof. Paul K. Wainaina*  
Vice-Chancellor

Date: 28/05/18

Witnessed by:

*Deputy-Vice Chancellor*  
Deputy-Vice Chancellor,  
(Academic)  
Kenyatta University

Date: 13/07/18.





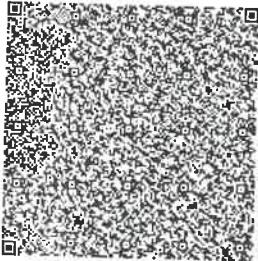
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL28994398573947Q
Certificate Issued Date	: 22-May-2018 11:07 AM
Account Reference	: IMPACC (IV)/ dl840403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL84040361405808525187Q
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.....

### CONFIDENTIAL DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement (the "Agreement") is entered into this 11<sup>th</sup> day of July, 2018, (the "Effective Date") by and between;

*seefc* *seefc*  
 \_\_\_\_\_ INITIALS *Shi*  
 Disclosing Party Receiving Party

Page 1 of 5

#### 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.

**GreenJoules Private Limited**, an Indian company, having registered office at 1360, Sector 17C, Gurgaon-122001, Haryana, India (hereinafter the "Disclosing Party") through its Director Mr. S.Viraraghavan, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns.

**AND**

**University of Petroleum and Energy Studies**, a University established under the 'University of Petroleum and Energy Studies Act, 2003', enacted by the state of Uttarakhand, having its campuses at Villages Bidholi and Kandoli, Dehradun, Uttarakhand; and its Corporate office at 2<sup>nd</sup> Floor, 210, Okhla Industrial Estate, Phase III, New Delhi-110020, (hereinafter called as "Receiving Party"); through its Registrar, Ms. Deepa Verma, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns.

**WITNESSETH**

**WHEREAS** the Disclosing Party has developed or possesses certain confidential and/or proprietary information, know-how and technology (the "Confidential Information") as further defined herein;

**WHEREAS** the Receiving Party had, has or wishes to have access to the Confidential Information solely for the purpose of i) providing services to the Disclosing Party and/or ii) enhancing the Disclosing Party's technology or products and/or iii) furthering the Disclosing Party's business and/or iv) pursuing a business relationship with the Disclosing Party (the "Permitted Purpose"), said access eventually including by means of work or services performed at the facilities and/or with equipment of the Disclosing Party; and

**WHEREAS** the Receiving Party hereby undertakes the obligations set forth herein.

**NOW THEREFORE**, in consideration of the undertakings and promises herein, the parties hereto agree as follows:

1. **Confidential Information.** The term "Confidential Information" means any and all confidential and/or proprietary information, in whatever form (written, verbal, or visual), including but not limited to any and all trade secrets, inventions, discoveries, models, materials, samples, product specifications and prototypes, technology, experiments, formulations, computer programs, and any and all records, data, methods, techniques, processes, projections, plans, marketing information, business information (including the business relationship between the parties) records, memoranda, chemical analyses, physical analyses, notes and any other data or information, as well as improvements and knowhow related thereto, relating to the Confidential Information.

Confidential Information includes any and all information that has been or may be disclosed by or on behalf of the Disclosing Party to the Receiving Party irrespective of form, but excluding information or matter that was already known or disclosed in the public by any means of disclosure before Disclosing Party share that information with the Receiving Party.

2. **Confidentiality and Non-Use Undertakings.** The Receiving Party agrees to treat all Confidential Information in strictest confidence, to take all reasonable steps to maintain the secrecy and restrict the unauthorized access to the Confidential Information and not to directly or indirectly in any way exploit, use, analyze, reverse-engineer or reproduce Confidential Information for any purpose whatsoever, without the express written consent of Disclosing Party, except for the Permitted Purpose hereunder.

*refc*                      INITIALS                       
Disclosing Party                      Receiving Party



The Receiving Party agrees not to disclose Confidential Information to any party, except to authorized employees or other agents of the Receiving Party who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with the Permitted Purpose.

The Receiving Party shall be fully responsible for enforcing this Agreement upon its employees and shall take appropriate measures with any other agents acting on its behalf to ensure that such persons are bound by a like covenant of secrecy.

3. **Authorized Disclosure.** Notwithstanding anything to the contrary contained in this Agreement, Confidential Information may be disclosed by the Receiving Party only to the extent required by applicable law, legal process or stock exchange rule, provided the Receiving Party notifies the Disclosing Party prior to such disclosure so as to afford the Disclosing Party a reasonable opportunity to object or seek an appropriate protective order with respect to such disclosure.
4. **Return of Confidential Information.** All forms of Confidential Information, including unused materials and samples, delivered by the Disclosing Party to the Receiving Party, including all copies thereof, as well as all related reports, analyses, compilations, studies, or other documents created or prepared by the Receiving Party or those acting on its behalf, shall be either destroyed or transferred to the Disclosing Party upon request and the Receiving Party shall retain no copies thereof.

Notwithstanding the foregoing, the Receiving Party may retain copy of the Confidential Information, which is in written form in its legal archives, for the sole purpose of establishing the scope of its continuing confidentiality obligations hereunder.
5. **Representation.** The Disclosing Party warrants that it has the right to disclose the Confidential Information to the Receiving Party. Other than such express warranty, all the said Confidential Information shall be provided by the Disclosing Party to the Receiving Party on "as is" basis without any warranty, express or implied, regarding its accuracy, performance or otherwise.
6. **Ownership of Intellectual Property Rights.** All Confidential Information shall remain the property of the Disclosing Party, and no license or other right in or to the Confidential Information is granted hereby.

The Receiving Party agrees not to file any application to register or protect any intellectual property right, which is related to, or contain in any Confidential Information of the Disclosing Party or its Affiliates, in particular the Receiving Party agrees not to file any patent or design applications, whether provisional or non-provisional, relating to or containing said Confidential Information.

The Receiving Party agrees and declares that all information, patents and other rights of the Disclosing Party in connection therewith shall be the sole property of the Disclosing Party and its assigns and that all proprietary information, including but not limited to inventions, trade secrets and know-how, patents and other rights in connection therewith, developed by or with the contribution of the Receiving Party during its engagement or association with the Disclosing Party shall be the sole property of the Disclosing Party.


The Receiving Party represents and warrants that it has no obligations to any other person, company or entity that would create a conflict regarding the aforementioned exclusive assignment and transfer of rights to the Disclosing Party, and that no obligations to any third party prohibit the Receiving Party's engagement by, or association with, the Disclosing Party.

*see memo*  
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Disclosing Party

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Receiving Party

7. **Full Agreement and Amendment.** This Agreement constitutes the full agreement between the parties with respect to the subject matter herein and supersedes any and all prior agreements and understandings relating thereto. No modification of or addition to any provision of this Agreement shall be binding unless in writing and executed by or on behalf of both parties.
8. **Independent Status of the Parties.** This Agreement does not create any form of continuing business relationship and does not constitute a partnership, joint venture or agency between the parties, other than as may be set forth in a separate written agreement between the parties.
9. **Access and/or Services to Disclosing Party.** The Receiving Party represents and warrants to the Disclosing Party, and acknowledges that the Disclosing Party is entering this Agreement in reliance upon the Receiving Party representations, that:
- (i) Receiving Party being an organization performing works or providing services to the Disclosing Party under this agreement, the Receiving Party declares that its employees being involved in the performance of the works or provision of the services are each under a valid employment or other agreement with the Receiving Party, under which the Receiving Party is responsible for paying the salary and any other kind of compensations and remuneration, social benefits and other rights that its employees are entitled to under any mandatory and applicable laws, rules and regulations, and that such payments at least reaching the minimum extent required by all labor and tax laws and any other law applying to the Receiving Party's employees.
  - (ii) Nothing in this Agreement, including without limitation, if applicable, (a) the performance of any work or service at the Disclosing Party facilities; (b) the use of the Disclosing Party equipment, including eventually the receipt of access tags and computer services; (c) the use or enjoyment of any facilities, services, entertainment, meals and social activities and any other benefits afforded to the comfort of the Disclosing Party employees in general or in the Disclosing Party's facility, shall directly or indirectly or by implication be construed or deemed to constitute a representation or admission that the Receiving Party or any of the Receiving Party's employees is or should be regarded as an employee of the Disclosing Party.
  - (iii) The Receiving Party and any of the Receiving Party's employees will perform any instructions, directions and the general rules, policies and other regulations imposed by the Disclosing Party at its facilities.
  - (iv) The Receiving Party acknowledges that he/she and/or its employees may receive access to the Disclosing Party facilities and equipment only in order to perform the Permitted Purpose and that the Disclosing Party may, at its sole discretion, deny from the Receiving Party, at any time and without any prior notice, the said access to any of its facilities and equipment.
10. **No Publication.** Neither party shall have the authority to make any statement, representation or commitment of any kind, or to take any action, which shall be binding on the other, without the prior consent of the other party. Receiving Party may not issue any press release or other publication with respect of the services and/or works provided to the Disclosing Party, without the Disclosing Party prior written consent.
11. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and to their respective affiliates, heirs, successors, assigns and legal representatives.
12. **Marketing.** The Receiving party shall not reveal the name of the disclosing party as part of their marketing.

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Disclosing Party Receiving Party

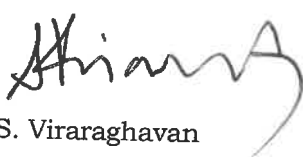



13. **Term of the Agreement.** The undertakings herein shall be binding upon the Receiving Party, its affiliate(s) and their respective successors and shall continue until five (5) years from the last transfer or disclosure of Confidential Information by the Disclosing Party or at least for five (5) years from the Effective Date whichever is later. The foregoing notwithstanding, Confidential Information of a nature which the disclosing party discloses as trade secret shall remain indefinitely subject to the restrictions of Article 2 herein.
14. **Severability.** If any one or more of the terms contained in this Agreement shall for any reason be held to be excessively broad with regard to time, geographic scope or activity, that term shall be construed in a manner that enables it to be enforced to the extent consistent with applicable law. A determination that any term is void or unenforceable shall not affect the validity or enforceability of any other term or condition.
15. **Consequences of Breach.** The Receiving Party agrees that any breach of this Agreement will cause irreparable harm to the Disclosing Party, and that any breach or threatened breach of this Agreement by the Receiving Party will entitle the Disclosing Party to injunctive relief, in addition to any other legal remedies available to it at law or equity, in any court of competent jurisdiction.
16. **Governing Law and Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of India. The courts of New Delhi shall have exclusive jurisdiction with respect of any dispute arising in connection with this Agreement and both parties hereto hereby submit to the jurisdiction of such courts.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the Effective Date first above written.

**For GreenJoules Private Limited**

**For University of Petroleum & Energy Studies**

  
S. Viraraghavan  
Director

  
Deepa Verma  
Registrar

  
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