

## Agreement

Between :

**Embassy of France in India/  
Institut Français India  
2, Dr. A.P.J. Abdul Kalam Road,  
New Delhi – 110011**

&

**University of Petroleum and Energy Studies  
Bidholi via Prem Nagar  
Dehradun  
Uttarakhand - 248007**

### The French Language Tutor programme

The French Language Tutors in India programme, is one of the main programmes of the Institut Français India (IFI). Since 1997, the Embassy of France in India selects every year French students to teach French as a Foreign Language in Indian higher education institutions (universities, scientific and technological institutes...), public as well as private.

This present agreement is signed between the Embassy of France in India/Institut Français India and the Indian partner institution for the French Language Tutors in India programme 2018-2019.

**The duration of the agreement is 9 months i.e., from 1<sup>st</sup> August 2018 to 30<sup>th</sup> April 2019.**

**The parties involved agree to the following:**

### ARTICLE 1 :

#### The Embassy of France/Institut Français India

- 1) Provides a French Language Tutor to the Indian partner institution for 12 to 20 teaching hours weekly (*the Tutor should not replace any Indian teacher*).
- 2) Organises a 2 day compulsory orientation and training programme for the Tutor on his/her arrival in India in the month of July/August.
- 3) Ensures that the Tutor is covered by a medical insurance during the stay in India.
- 4) Provides continuous pedagogical aid and support and supervises the activities of the Tutors.
- 5) Organises a 2 day mid-term training programme in the month of November/December/January.
- 6) Provides administrative assistance to coordinate the programme between the Tutor and the host Indian institution.

### ARTICLE 2:

#### Indian partner institution

- 1) Accepts a French language Tutor (male or female) for a duration of 9 months, from **1<sup>st</sup> August 2018 to 30<sup>th</sup> April 2019**.
- 2) Provides an invitation letter to the Tutor for the obtaining of the Tutor's visa from the Embassy of India in France.
- 3) Arranges for the pick-up of the Tutor from the airport/railway station at the scheduled time of arrival.
- 4) Provides periodic and comprehensive information on the French language classes and all activities related to the French language to the Embassy of France in India/Institut Français en Inde.
- 5) Entrusts the Tutor with a clearly defined mission and provides a permanent time-table to the Tutor.

For University of Petroleum and Energy Studies

  
Registrar



- 6) Assigns effectively the teaching hours of the Tutor with a maximum of 20 teaching hours per week between Monday and Friday.
- 7) Consider the Tutor in the framework of this specific programme and not at par with the other employed teaching faculty of the institution.
- 8) Ensures that the Tutor is not forced to adhere to or attend any religious or cultural practices, rituals or meetings.
- 9) Ensures that the Tutor is not compelled to wear any kind of uniform or clothes or asked to dress in a certain manner.
- 10) Provides information on how the French project is evolving and how the institution envisages to move towards further achievements.
- 11) Ensures that the Tutor should be exposed to as many different students and faculties as possible with minimum number of 100 students during the 9 months duration of the agreement.
- 12) Ensures the following accommodation conditions:
  - i. The Indian partner institution agrees to provide a free decent furnished teacher's accommodation (*with private bathroom and a kitchen equipped with a refrigerator, a gas burner or an induction plate with some kitchen utensils of regular use and, if possible, a microwave oven*) to the Tutor, over a period of 9 months (from 1<sup>st</sup> August 2018 to 30<sup>th</sup> April 2019) either inside the campus of the institution or near the campus (in case *the provided accommodation is not in the campus, it should not be more than 2 kms. away from the place of teaching, if public transport exists for this daily travel*). An IFI officer will inspect the accommodation on the signature of the agreement.
    - (1) The electricity and water bills will be borne by the Indian partner institution.
    - (2) The host Indian institution provides a description of the accommodation in the Annexe of this agreement (*format provided by IFI*).
  - ii. In the case that the Indian partner Institution is not in a position to provide an accommodation to the Tutor, the Indian partner institution agrees to pay Rs. 20,000/- (cash in hand) to the Tutor in order to enable the Tutor to pay for his/her accommodation.
    - (1) In this case, the partner institution helps the Tutor to find a suitable accommodation in proximity to the place of work.
- 13) Transfers an amount of **Rs. 38,000/- per month** (*Net in hand after deduction of taxes and all related charges, if any*) **directly to the Tutor** for the services rendered by the Tutor at the Indian Partner Institution during the entire period of the contract of 9 months (from 1st August 2018 to 30th April 2019).
- 14) Assigns a person in-charge whose responsibilities will include helping the Tutor with all administrative formalities (*towards the host institution as well as towards the Indian Govt., especially the FRRO registration*) as well as taking care of all pedagogical needs of the Tutor. The person in-charge will also be responsible for any problems that the Tutor might face with respect to his/her accommodation, the time-table of classes as well as any other administrative, health-related or other problem (except personal) the Tutor may face. In case the person in-charge is unable to perform his/her duties satisfactorily, the Indian partner institution agrees to assign a new person in-charge for the Tutor.
- 15) Allows one week leave to the Tutor three times during his/her posting at the Indian Partner Institution. This leave will be taken by the Tutor during suitable periods in the academic calendar of the Indian Partner Institution.
  - If it is suitable to the academic calendar of the Indian Partner Institution, this leave may be used by the Tutor to attend the sessions of the DELF-DALF examinations of international recognition aimed to test the proficiency of an individual in the French language, which are organised quarterly by the Alliance Française network in India and the Embassy of France in India/Institut Français en Inde. (first week of September, mid-December, mid-March),
- 16) Allows the Tutor to:
  - i. Participate/ organise cultural activities, after the teaching hours, in the partner Indian institution's campus aiming to inform the students about France and the francophone countries as well as the possibilities of higher studies in France. Any such participation of the Tutor shall conform to the rules and regulations of the partner institution,
  - ii. Benevolently participate in the activities offered by the French network of cultural cooperation outside the university, after the teaching hours.



*(The Tutor is not allowed to offer his/her paid services to any other institution than the Indian Partner Institution unless the Indian partner institution gives a written permission to the Tutor).*

- 17) Ensures that the presence of the French Tutor in the institution's premises complies the following points:
- The Tutor will be present in the institution's campus only during his/her teaching hours. The Tutor will be however authorised to stay in the campus in his/her free time, if he/she desires.
  - The partner Indian institution may however demand the Tutor to participate in official meetings beyond the duty hours of teaching (*maximum twice a month*).
  - Under no circumstances, the Tutor will be compelled to stay in the institution's premises without his/her own will during his/her free time (*or when not teaching*).
- 18) Allows the Tutor to continue his research and other projects inside or outside the campus after the duty hours given for teaching.

### ARTICLE 3:

#### The selection of the Tutor:

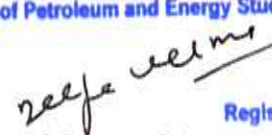

- 1) The selection of the Tutor will be done by a competent jury of the Embassy of France in India/Institut Français India composed of specialists and experts in teaching of French as a second or a foreign language,
- 2) The jury carefully studies the profile of the candidates and selects a Tutor for the Indian partner institution keeping in mind the pedagogical needs and requirements of the Indian partner institution,
- 3) The decision of the jury will be final and binding. Any request related to the assignment of a different Tutor with respect to the one selected by the jury will not be taken into consideration.

### ARTICLE 4:

#### Precision regarding the payments:

- i) The total amount pertaining to the monthly stipend for the Tutor shall be transferred by the partner university/institution directly to the Tutor via bank transfer latest by the 1st week of every month.
- ii) The partner institution shall open a bank account for the Tutor in a bank situated on campus, if required.
- iii) The monthly stipend related to any prolongation of tenure agreed upon between the partner establishment and the Embassy of France/ Institut Français en Inde, will have to be paid by the partner establishment three months in advance.

Date : June 6, 2018

|   |  |
|---|--|
| <p>For University of Petroleum and Energy Studies</p>  <p>Registrar</p> <p>Signature and Stamp of the Indian partner institution</p> | <p>110</p>  <p>Embassy of France in India/<br/>Institut Français India</p> |
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## CONTRACT MANAGEMENT POLICY Appendix A

### DOCUMENT REVIEW AND APPROVAL FORM

Type of Document / Contract: Academic Collaboration

Supplier/Vendor/Other/s: French Embassy in India

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

Effective Date: August 1, 2018    Expiration Date: April 30, 2019    ☐ Automatic renewals

Short Description / Purpose: UPES will be hiring a French tutor through the French Embassy to teach conversational French to our School of Engineering students of UPES.

#### **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)**

| <u>Internal</u> | <u>Comments</u> | <u>Received</u> | <u>from</u> | <u>Project</u> | <u>Team?</u> |
|-----------------|-----------------|-----------------|-------------|----------------|--------------|
|-----------------|-----------------|-----------------|-------------|----------------|--------------|

☐ Yes ☐ No

Contract(s) Fully Negotiated?

☐ Yes

☐ No

☐ N/A

Bid Submitted?

☐ Yes

☐ No



N/A

☐




### CONTRACT REVIEWS & APPROVALS FORM (CRAF)

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

|           | Required?  | Name          | Title                                   | Date   | Signature & Comments   |
|-----------|--|---------------|---|--------|--|
| Initiator | X  | Dr Ugur GUVEN | Associate Dean of International Affairs | 5.6.18 |   |
| Legal     | <input checked="" type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A | Dr Ugur GUVEN | Associate Director - Legal              | 5.6.18 | <br><input type="checkbox"/> e-mail attached |
| Tax       | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A            |               |   |        | <input type="checkbox"/> e-mail attached   |
| Treasury  | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate  |               |   |        |  |



|  |   |               |    |            |   |
|--|---|---------------|----|------------|---|
|  | <input type="checkbox"/> N/A  |               |    |            | <input type="checkbox"/> e-mail attached  |
| <b>Academic</b>  | <input type="checkbox"/><br><input type="checkbox"/> N/A  |               |    |            | <input type="checkbox"/> e-mail attached  |
| <b>Accounting</b>  | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A | Sanjeev Goyal | FO | June 4, 18 | <br><input type="checkbox"/> e-mail attached |
| <b>Marketing</b>   | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> N/A                                       |               |    |            | <input type="checkbox"/> e-mail attached  |
| <b>CFO</b>   | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A |               |    |            | <input type="checkbox"/> e-mail attached  |
| <b>President/<br/>CEO</b>                                    | <input type="checkbox"/> President<br><input type="checkbox"/> CEO<br><input type="checkbox"/> N/A                                      |               |    |            | <input type="checkbox"/> e-mail attached  |
| <b>Board of<br/>Directors<br/>Compensation<br/>Committee</b> | <input type="checkbox"/><br><input type="checkbox"/> N/A  |               |    |            | <input type="checkbox"/> e-mail attached  |
| <b>Board of<br/>Directors</b>                                | <input type="checkbox"/><br><input type="checkbox"/> N/A  |               |    |            | <input type="checkbox"/> e-mail attached  |



## Anu Sharma

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**From:** Dr. Ugur Guven  
**Sent:** Monday, June 4, 2018 2:58 PM  
**To:** Sanjeev Kumar Goyal  
**Cc:** Deepa Verma; Anu Sharma; Baij Nath; Dr. Suresh Kumar  
**Subject:** RE: School of Engineering - Teaching of French by French Embassy.

Thank You Mr Goyal for your prompt assistance. I request Ms Sharma to send it to Regional Approval if possible today so that we can have it signed before Friday as I will be in French Embassy on Friday afternoon to close the deal.  
Regards

Dr Ugur GUVEN

---

**From:** Sanjeev Kumar Goyal  
**Sent:** Monday, June 4, 2018 2:38 PM  
**To:** Dr. Ugur Guven <uguvn@ddn.upes.ac.in>  
**Cc:** Deepa Verma <DEEPA.VERMA@UPES.AC.IN>; Anu Sharma <ANU.SHARMA@UPES.AC.IN>; Baij Nath <bnath@ddn.upes.ac.in>; Dr. Suresh Kumar <SURESH.KUMAR@DDN.UPES.AC.IN>  
**Subject:** School of Engineering - Teaching of French by French Embassy.

Dear Dr Guven,

Vetted in Finance, I have no observation.

Regards,

Sanjeev.

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**From:** Dr. Ugur Guven  
**Sent:** Monday, June 4, 2018 10:20 AM  
**To:** Anu Sharma <ANU.SHARMA@UPES.AC.IN>  
**Cc:** Baij Nath <bnath@ddn.upes.ac.in>; Deepa Verma <DEEPA.VERMA@UPES.AC.IN>; Sanjeev Kumar Goyal <SKGOYAL@UPES.AC.IN>; Dr. Ugur Guven <uguvn@ddn.upes.ac.in>  
**Subject:** RE: Vetting of Agreement with French Embassy for Hiring a French Tutor

Dear Ms Sharma

Since you are in Delhi, I request you to coordinate the remaining parts of the process. VC has already approved and Mr Baij Nath has vetted the document. I see that you are on leave but I am meeting with the French Embassy officials on Friday to close the deal, so I would appreciate it if you can help me out. I will also be meeting with VC tomorrow to discuss the finalized arrangements.

Regards

Dr Ugur GUVEN

---

**From:** Baij Nath  
**Sent:** Monday, June 4, 2018 10:01 AM  
**To:** Sanjeev Kumar Goyal <SKGOYAL@UPES.AC.IN>

**Cc:** Anu Sharma <ANU.SHARMA@UPES.AC.IN>; Deepa Verma <DEEPA.VERMA@UPES.AC.IN>; Dr. Ugur Guven <uguv@ddn.upes.ac.in>

**Subject:** RE: Vetting of Agreement with French Embassy for Hiring a French Tutor

Vetted in legal.

**Baij Nath**

*University of Petroleum & Energy Studies*

*Energy Acres, PO Bidholi Via Prem Nagar, Dehradun-248007 (Uttarakhand), India*

*Ph. no. 035-2770137, 2776061, 2776201 Fax no. 0135-2776090/95 Mobile No- +919411114434*

*email: [bnath@ddn.upes.ac.in](mailto:bnath@ddn.upes.ac.in) Website: [www.upes.ac.in](http://www.upes.ac.in)*



PLEASE DO NOT PRINT THIS EMAIL  
Unless Absolutely Necessary

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**From:** Dr. Ugur Guven

**Sent:** Friday, June 1, 2018 8:42 PM

**To:** Baij Nath <[bnath@ddn.upes.ac.in](mailto:bnath@ddn.upes.ac.in)>

**Cc:** Anu Sharma <ANU.SHARMA@UPES.AC.IN>; Deepa Verma <DEEPA.VERMA@UPES.AC.IN>; Dr. Ugur Guven <uguv@ddn.upes.ac.in>

**Subject:** Vetting of Agreement with French Embassy for Hiring a French Tutor

Dear Mr Nath:

As per the VCs approval attached, we will be hiring a French tutor through the French Embassy to teach conversational French to our School of Engineering students. I just received the files related to the agreement. Would you be kind of enough to vet it on Monday as I am visiting the French Embassy on next Friday and if possible I would like to bring a signed agreement. It is a predesigned document and they don't normally allow any changes. Please just vet it from legal point of view to see if it is OK, I will discuss logistics with Brigadier Dhillon and the VC next week.

Regards

Dr Ugur GUVEN





## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON THIS 18<sup>TH</sup> DAY OF MAY TWO THOUSAND EIGHTEEN.

### BETWEEN

**Makerere University**, Makerere Hill Road, Wandegaya, P.O. Box 7062, Kampala, Uganda hereinafter referred to as "MU") through its Authorized Signatory Prof. Barnabas Nawangwe Vice Chancellor, which expression shall, unless repugnant to the subject or context, mean and include its, affiliates and associates, successors and permitted assigns;

### 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 research 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 MU 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) Academic/research focused visits 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/publications of research papers, patents, research materials, newsletters, etc.
- d) General academic and research collaboration
- e) Funded research projects

For University of Petroleum & Energy Studies

*Deepa Verma*  
Registrar



3. The point of contact for the duration of this MOU for UPES will be Dr. Rajeev Kumar Gupta, Department of Physics or any other person appointed in his place by UPES. The point of contact for MAPRONANO ACE at Makerere University will be Prof. John Baptist Kirabira, PI/Center Leader.
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 **MU**, 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 **MU** to use the official marks of **UPES**, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions; provided, that **MU** 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 5 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**

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

For University of Petroleum & Energy Studies

*Deepa Verma*  
Registrar

**Deepa Verma**  
Registrar





Signed by

For and on behalf of

**MAKERERE UNIVERSITY**

.....  
**Prof. Barnabas Nawangwe**

Vice Chancellor

.....  
**Prof. Henry Alinaitwe**

Principal, College of Engineering, Design, Art and Technology

.....  
**Prof. John Baptist Kirabira**

Center Leader

MAPRONANO ACE

.....  
Goddy Muhanguzi Muhumuza

**AG. DIRECTOR,**

**DIRECTORATE OF LEGAL AFFAIRS**

For University of Petroleum & Energy Studies

*zeffe*  
Registrar



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- e) Funded research projects

For University of Petroleum & Energy Studies

*Deepa Verma*  
Registrar





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**University of Petroleum and Energy Studies**

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

For University of Petroleum & Energy Studies

Deepa Verma  
Registrar

*Deepa Verma*  
Registrar



Signed by

For and on behalf of

**MAKERERE UNIVERSITY**

.....  
**Prof. Barnabas Nawangwe**

Vice Chancellor

.....  
**Prof. Henry Alinaitwe**

Principal, College of Engineering, Design, Art and Technology

.....  
**Prof. John Baptist Kirabira**

Center Leader

MAPRONANO ACE

.....  
Goddy Muhanguzi Muhumuza

**AG. DIRECTOR,**

**DIRECTORATE OF LEGAL AFFAIRS**

For University of Petroleum & Energy Studies

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Registrar

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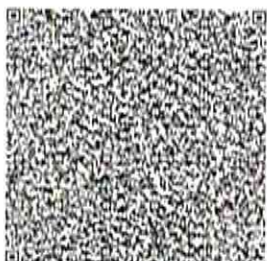
सत्यमेव जयते

# INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

## e-Stamp

|                           |  |
|---------------------------|--|
| Certificate No.           | : IN-DL27877513070432Q                 |
| Certificate Issued Date   | : 18-May-2018 01:37 PM                 |
| Account Reference         | : IMPACC (IV)/ dl837203/ DELHI/ DL-DLH |
| Unique Doc. Reference     | : SUBIN-DL83720359496309494665Q        |
| Purchased by              | : CREATIVE ARTS EDUCATION SOCIETY      |
| Description of Document   | : Article 5 General Agreement          |
| Property Description      | : Not Applicable                       |
| Consideration Price (Rs.) | : 0<br>(Zero)                          |
| First Party               | : CREATIVE ARTS EDUCATION SOCIETY      |
| Second Party              | : Not Applicable                       |
| Stamp Duty Paid By        | : CREATIVE ARTS EDUCATION SOCIETY      |
| Stamp Duty Amount(Rs.)    | : 100<br>(One Hundred only)            |



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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
PEARL ACADEMY, A UNIT OF CREATIVE ARTS EDUCATION SOCIETY  
AND  
UNIVERSITY OF PETROLEUM & ENERGY STUDIES, INDIA**

This Memorandum of Understanding ("MOU") is made on this 6<sup>th</sup> day of June, 2018, by and between;

For University of Petroleum & Energy Studies

1 | Page

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**Statutory Alert:**

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

**PEARL ACADEMY** (a unit of Creative Arts Education Society, a society registered under the Societies Registration Act, 1860) having its office at A-21/13, Naraina Industrial Area, Phase-II, New Delhi - 110028. ("Pearl") and having its campuses at Delhi, Mumbai, Noida, and Jaipur engaged in providing education services associated with training in the field of fashion, design, business and is represented by Ms. Nandita Abraham.

**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**.

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

**WHEREAS**, the Parties are mutually interested in establishing collaboration on academic and research related development activities as elaborated under this MOU;

**WHEREAS** both the Parties desire to explore the potential for cooperation and active collaboration to foster exchanges in education, training and research. Both institutions will encourage direct contact and cooperation between their faculty and staff members under provisions of this Memorandum.

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

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

#### **ARTICLE I: AREAS OF COLLABORATION**

The primary areas of collaboration are in the fields of:

- i. Collaboration in teaching, learning, research and knowledge transfer which are mutually beneficial to both parties.
- ii. Conducting/organizing training programs/workshops/seminars/conferences/ events for faculty, students and employees of both the Parties for knowledge transformation. Sharing of global best practices in areas such as curriculum design, governance, market research, student and faculty development, campus infrastructure, quality assurance processes and use of technology to facilitate knowledge exchange and will be achieved through exchange of faculty or research staff & students. Student exchange will not lead to any credit transfer.
- iii. Professional development courses offered directly and/or through distributed learning tools.

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

Both the parties will bear their own expenses while pursuing the objectives of this MOU.

#### **ARTICLE II: DURATION & TERMINATION OF MOU**

For University of Petroleum & Energy Studies





This MOU will be initially for a period of 5 (five) years and may be terminated by either Party at any time upon serving 3 (three) months written notice.

Each party agrees to appoint an overall Coordinator for the administration of the MOU. The Coordinator will serve as the contact person on campus, being responsible for arrangements associated with visits, ensuring that necessary approvals are in place, and for the general welfare of exchange personnel.

### **ARTICLE III: CONFIDENTIALITY**

Both parties shall at all times keep secret and confidential the terms of this MOU and shall not disclose or divulge the same or any part thereof to any third person without the prior written consent of other Party in that behalf, except as may be required for the proper discharge of the obligations of the Parties under or pursuant to this MOU. Each Party, its consultants or officials shall not copy any information /property nor shall they carry with them any of the aforesaid in any form or manner whatsoever and use the same subsequently. The provisions of this clause shall survive the termination and/ or early termination of this MOU.

### **ARTICLE IV : LANGUAGE**

This MoU is drawn up in English which language shall govern all documents, notices and meetings for its application and/or extension or in any other way relative thereto.

### **ARTICLE V : DISPUTE SETTLEMENT**

It is agreed between the parties that all disputes and differences, arising between the Parties relating to any of the provisions of this MoU, either during its term or upon expiration or termination, shall be settled by mutual accord within 30 days of the arising of such dispute. If the dispute cannot be settled by mutual discussions within 30 days as provided herein, the matter shall be referred to the Authorized Representatives of both Parties who will nominate individuals or parties to resolve the issues within further 30 days. In case of failure of the Parties to settle such disputes within said 30 days, either Party shall be entitled to refer the dispute to an arbitrator. The arbitration shall be conducted by a sole Arbitrator mutually appointed by the Parties. The arbitration proceedings shall be conducted at New Delhi and the same shall be governed by the provisions of the Arbitration & Conciliation Act, 1996, or any statutory modification as may be then in force. The language of Arbitration shall be English. The arbitral award shall be final and binding upon the Parties.

The governing laws under this MOU shall be the laws of India and the Parties irrevocably submit to the exclusive jurisdiction of the courts at Delhi.

### **ARTICLE VI: INTELLECTUAL PROPERTY RIGHT**

- A. The Parties agree that any Intellectual Property Rights owned by the either Party shall continue to remain its property and nothing contained in this MOU shall be deemed to authorize the other Party to use or give any right in respect of any of the Intellectual Property of the owning Party.
- B. The ownership of any/all Intellectual Property Rights in respect of the deliverables pursuant to execution of services under this MOU shall be discussed and agreed with the parties in writing about its ownership.



- C. Both Parties agree to not use in any manner whatsoever, any of the Intellectual Property, registered or unregistered except as expressly authorized by the other Party in writing and restricted to the purpose/ period thereof on mutually decided terms and conditions.
- D. Upon expiration or termination of this MOU for any reason, the Parties shall immediately cease and desist for all time from any use of or reference to the Intellectual Property as aforesaid or any part thereof.

**ARTICLE VII: MISCELLANEOUS PROVISIONS**

- A. All notices and other communications required to be given under this MOU shall be in writing, addressed to the Parties at their respective addresses as provided under or as may be otherwise intimated, and may be delivered in person, sent by overnight express mail or courier service or sent by certified or registered mail, postage prepaid, return receipt requested.

Pearl;  
Attention to:  
Jatin Rawal  
A-21/13, Naraina Industrial Area,  
Phase-II, New Delhi -110028

UPES:

Ms. Deepa Verma,  
2nd Floor, Plot No - 210,  
Okhla Industrial Estate,  
Phase III, New Delhi,  
Delhi 110020

- B. The Parties shall not be liable for any failure to perform any of its obligations under this MOU, if the performance is prevented, hindered or delayed by a Force Majeure EVENT (as defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. For the purpose of this MOU "Force Majeure Event" shall mean any event due to any cause beyond the reasonable control of either Party, including, without limitation, sabotage, fire, flood, acts of terrorism, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking unauthorised access to computer data and storage devices, computer crashes.
- C. Neither Party may assign its rights and remedies nor transfer its obligations under this MOU without the prior written consent of the other Party.
- D. Nothing contained in this MOU or otherwise shall be deemed to create any partnership, joint venture, employment, or relationship of principal and Service Provider, or master and servant between the Parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, Service Providers, contractors or subcontractors or to provide either Party with any right, power or authority, whether express or implied, to create duty or obligation on behalf of the other Party.





- E. If any term or provision of this MOU should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this MOU shall remain unimpaired and be in full force and effect.
- F. Any relaxation in the terms and conditions of this MOU will not be treated as a waiver of the effective term or condition.
- G. The Parties will conduct all its dealings in a very ethical manner and with the highest business standards.
- H. Each Party shall comply with "Anti-Bribery and Anti-Corruption Policy" and adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or gifts either in cash or in kind in the course of all dealings with us or any other third parties for the purpose of this MOU. Any instances of such violations will be viewed in a serious manner and Pearl reserves the right to take all appropriate actions or remedies as may be required under the circumstances.
- I. Each Party shall provide all possible assistance to other Party in order to investigate any possible instances of unethical behavior or business conduct violations by an employee or hired person of the other Party.
- J. The signatories to this MOU expressly declare that they have the necessary authorization to sign this MOU and that their acts will bind their respective organizations, its successors and permitted assigns

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

Signed for and on behalf of Creative Arts  
Education Society

.....  
(Date)



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

.....  
(Date)

*neefc*  
Registrar



### DOCUMENT REVIEW AND APPROVAL FORM

Type of Document / Contract: Memorandum of Understanding

Supplier/Vendor/Other/s: Pearl Academy

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

Effective Date: June 6, 2018 Expiration Date: June 5, 2023 ☐ Automatic renewals

Short Description / Purpose: The Parties shall jointly develop activities to enhance their academic, staff, faculty and research capabilities for the benefit of both the Parties.

#### **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

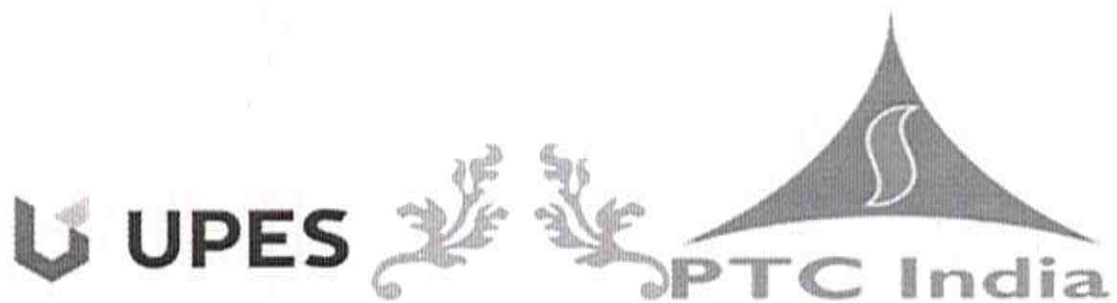


## REVIEWS & APPROVALS

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   | Deepa Verma<br>Ajay Yadav | Registrar<br>Dy. Director FP&A | May 15, 2018<br>May 15, 2018 | <i>Deepa Verma</i> ✓<br><i>Ajay Yadav</i>                     |
| <b>Treasury</b>  | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A |                           |                                |                              | <input type="checkbox"/> e-mail attached                      |
| <b>Legal</b>     | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A | Anu Sharma                | Legal Advisor                  | May 20, 2018                 | <i>Anu Sharma</i><br><input type="checkbox"/> e-mail attached |
| <b>Tax</b>       | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A |                           |                                |                              | <input type="checkbox"/> e-mail attached                      |
| <b>Finance</b>   | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A |                           |                                |                              | <input type="checkbox"/> e-mail attached                      |
| <b>Academic</b>  | <input type="checkbox"/>  |                           |                                |                              |   |

|                    | Required?   |               | Title | Date         | Signature & Comments  |
|--------------------|---|---------------|-------|--------------|---|
| Accounting         | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A | Sanjeev Goyal | FO    | May 20, 2018 | <br><input type="checkbox"/> e-mail attached |
| Marketing          | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> N/A                                       |               |       |              | <input type="checkbox"/> e-mail attached  |
| FC                 | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A | Navneet Mehta | FC    | May 25, 2018 | <br><input type="checkbox"/> e-mail attached |
| President/ CEO     | <input type="checkbox"/> President<br><input type="checkbox"/> CEO<br><input type="checkbox"/> N/A                                      |               |       |              | <input type="checkbox"/> e-mail attached  |
| Capital Committee  | <input type="checkbox"/><br><input type="checkbox"/> N/A  |               |       |              | <input type="checkbox"/> e-mail attached  |
| Board of Directors | <input type="checkbox"/><br><input type="checkbox"/> N/A  |               |       |              |   |



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MEMORANDUM OF UNDERSTANDING

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BETWEEN UNIVERSITY OF PETROLEUM AND ENERGY STUDIES AND PTC INDIA  
LIMITED





This Memorandum of Understanding (the "**MOU**") is made on this 30<sup>th</sup> day of July 2018 between:

**PTC India Ltd**, a company incorporated under the Companies Act, 1956 and having its registered office at **2<sup>nd</sup> Floor, NBCC Tower, 15 Bhikaji Cama Place, New Delhi - 110 066, India** (hereinafter referred to as "**PTC**" which expression shall mean to include its subsidiaries, Affiliates, successors and assigns) of the other part.

**AND**

**UNIVERSITY OF PETROLEUM AND ENERGY STUDIES**, a University established under the University of Petroleum & Energy Studies Act, 2003, enacted by the state of Uttarakhand, having 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 Sr. Director-Institutional Affairs, **Ms Deepa Verma**; hereinafter called as "**UPES**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the One Part;

**(PTC and UPES shall hereinafter individually be referred to as "Party" and collectively as "Parties")**

**WHEREAS PTC** is a reputed company and a trading licensee in Indian Power Sector and its main function is, inter-alia, to carry on the purchase of all forms of electrical power both conventional and non-conventional from Independent Power Producers (IPPs), Captive Power Plants (CPPs), other Generating Companies, State Electricity Boards (SEBs), State Government's Statutory Bodies, Licensees etc. for sale to SEBs, Power Utilities, other organizations and bulk power consumers etc., in India and abroad, and also to supply, import and export or otherwise deal in all forms of electrical energy in all aspects. PTC is also providing a variety of energy audit and management solutions/services to various clientele on pan-India basis.

**WHEREAS University of Petroleum and Energy Studies (UPES)** is inter-alia a training, consulting organization besides being involved into academics.

**WHEREAS** the Parties through this MOU intend to provide a flexible, overarching framework under which collaborative activities and partnerships in the field of Energy Efficiency, Energy Audits and Management Services, and/or Demand Side management, PAT and ESCerts related consulting etc. shall be involved and shall encompass strategies related to energy efficiency and energy conservation.

**WHEREAS** the Parties to this MOU seek to utilize the comparative advantages of respective Parties for project development and does not cast any financial obligation, roles, and responsibilities of parties to MOU is specified under clause 1 of this MOU.

**WHEREAS** the Parties intends to enter into this MOU in order to set forth, the basic structure and scope of the Parties so that they may later jointly proceed to negotiate and execute definitive agreements as mutually agreed on a case-to-case basis.

**NOW, THEREFORE, in consideration of the premises and mutual undertakings contained herein, the Parties hereby agree as follows:**



For University of Petroleum & Energy Studies

*Deepa Verma*  
Registrar

## Scope of Work & Opportunity

The Parties agree to jointly work on the consulting opportunities **in the area of Energy Efficiency, Energy Audit and Management Services, PAT audits and services thereof.** However, the broad Scope of Work in this respect will be as follows (hereinafter referred to as **"Scope of Work"**):

- To promote cooperation, collaboration, joint project and reciprocal facilitation between parties including involvement of student(s)/faculties at UPES for various projects.
- To work towards implementation and development of projects in the energy efficiency related consulting fields like Demand Side Management (DSM), Energy Audits & Management Services, PAT related services thereof and other national and international consulting areas.
- To participate jointly in tenders (national and/or international) utilizing strengths / experience/credentials of both the organization.
- PTC and UPES together shall support each other in the area of Energy Efficiency consulting opportunities whereby PTC shall use the credentials of executives/officers/faculties/students as may be deemed fit currently engaged with UPES not limited to Accredited energy auditors, Auditors, certified energy auditors/managers, Engineers, ISO Lead Auditors, green building professionals etc.
- To conduct training & capacity building programs as per the requirements of PTC from time to time.
- To execute various projects jointly, as per agreed scope of work. On Case to case basis, students of UPES may be deployed for project execution including internships and project work in the technical and managerial functions in the corporate office or any operation base of PTC, as per PTC's requirement and as may be mutually agreed between the parties. This would provide students with an opportunity to apply their learning and skills on challenging projects and assist the team with the day-to-day operations.
- Any other area of mutual interest.

All the parties to this MOU hereby agree to work together in the energy efficiency related consulting fields like Demand Side Management (DSM), Energy Audits & Management Services, PAT related services thereof and other national and international consulting areas.

It is hereby agreed that when a new opportunity arises, a detailed agreement will be entered into on 'case to case' basis where both PTC and UPES decide to work together. The roles & responsibilities and cost & project-sharing model will be decided on case-to-case basis and will form the part of work specific agreements to be entered into, subsequently.

Both Parties will nominate the "Nodal Official" from each side who shall keep in touch and exchange information/details to work on the opportunities in line with scope agreed between the parties to this MOU.



For University of Petroleum & Energy Studies

*Zeef- uen*  
Registrar



## 1. Roles and Responsibilities:

Once both the Parties agree that any specific opportunity, as identified, is in consonance with the scope of work, the appropriate way to work forward will be documented on mutually agreed terms. However, the broad roles and responsibilities of the parties to this MOU are detailed below.

### a) Roles of PTC:

- To explore new consulting opportunities both national and international, in the area of Energy Audit and Management Services and related consulting areas.
- To utilize the mutual strengths including credentials not limited to accredited energy auditors, Auditors, certified energy auditors/managers, Engineers, ISO Lead Auditors, green building professionals, energy audit instruments etc.
- Based on PTC's requirement and as may be mutually agreed between the parties, PTC may offer internship opportunities from time-to-time to students from UPES on any its operation base/facility or either in technical and managerial functions in the corporate office and/or in any consulting area not limited to energy efficiency.
- To participate jointly in any opportunities (national and/or international) through prescribed 'means & procedure' utilizing strengths / experience of both the organization.
- To work with UPES in undertaking various energy-efficiency-consulting-opportunities organized by various national and international agencies such as UNDP, GEF, BEE, World Bank, etc.

### b) Roles of UPES:

- To facilitate and support PTC in exploring new consulting leads, both national and international, in the area of Energy Audit and Management Services.
- To work with PTC and support in providing credentials of executives working with UPES not limited to accredited energy auditors, Auditors, certified energy auditors/managers, Engineers, ISO Lead Auditors, green building professionals, energy audit instruments etc.
- Based on PTC's requirement and as may be mutually agreed between the parties, UPES shall offer students on any of PTC's operation base/facility or either in technical and managerial functions in the corporate office and/or in any consulting area not limited to energy efficiency.
- Provide full support in all PAT related activities undertaken by PTC including empanelment with various agencies such as Bureau of Energy Efficiency, etc.
- To participate jointly in any opportunities (national and/or international) through prescribed 'means & procedure' utilizing strengths / experience of both the organization.
- To provide guidance and support for consulting approach in PAT Assignments & tenders related to Energy efficiency field.
- To work with PTC in undertaking various energy-efficiency-consulting-opportunities organized by various national and international agencies such as UNDP, GEF, BEE, World Bank, etc.



For University of Petroleum & Energy Studies

*Prof. V. V. V.*  
Registrar

## 2. Continued Cooperation

The Parties agree to work in good faith as quickly and expeditiously as possible to further define and lay down their mutual understanding of this proposed relationship in definitive agreements for the opportunity so identified and mutually agreed.

## 3. Confidentiality

Subject to the necessary disclosure of this MOU required to be made by either Party to governmental and/or statutory authorities, each of the Parties shall undertake that during the term of this MOU and at all times thereafter it shall keep confidential and cause their respective affiliates, directors, representatives, employees and agents, as the case may be, to keep confidential any Confidential Information which any such persons may acquire in relation to the transactions contemplated by this MOU or in relation to the employees, clients, consulting or affairs of any other Party and shall not use or disclose such information except with the consent of the other Party. The restrictions in this clause shall not apply to any information:

- a) which is at the date of this MOU publicly available other than through breach of this MOU by any Party;
- b) which was known to the Party, as evidenced by its written records, prior to it receiving such Confidential Information;
- c) which subsequently comes lawfully into the possession of the receiving Party by a third party which was not bound by any obligation of confidentiality; or
- d) which is required to be disclosed in accordance with the requirements of law, to any Governmental authority, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority, provided that the Party required to disclose shall give the other Party written notice thereof and adequate opportunity to object to disclosure of Confidential Information before appropriate authority.

For the purpose of this MOU, "**Confidential Information**" means all the information of a confidential nature (including all information concerning a Party's consulting transactions, technical and operational information and financial arrangements) disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by a Party to the other Party whether before or after the date of this MOU.

This clause shall survive for one (1) year after the termination or expiry of this MOU.

4. Each party shall bear its own costs of identifying the opportunities, negotiating the definitive agreement pursuant hereto and subject to the provisions of this MOU, no party shall be liable to the other in any manner in the event the Parties are not being able to reach any agreement pursuant hereto or fail to sign the definitive agreement as contemplated in this MOU.

## 5. Validity and Termination

- i. Notwithstanding any other provision of this MOU, either Party shall have the right to terminate this MOU by giving 30 days prior written notice to the other Party without assigning any reason.



For University of Petroleum & Energy Studies

*neel kumar*  
Registrar



- ii. The Parties shall also have the right to terminate this MOU by giving 30 days prior written notice to the other Party concerned, under the following circumstances:
- (a) Should the other Party becomes insolvent or a receiver is appointed in respect of its properties;
  - (b) Should the other Party commit a breach of any material provision of this MOU, which is not remedied within 30 days of receipt of written notice in this respect.
- iii. This MoU shall automatically stand terminated if no commercial agreement for any of the identified project(s) is signed within three (3) years from the date of execution of this MOU or such other extended period as may be mutually agreed between the Parties, in the manner contemplated in this MOU.
- iv. Unless otherwise extended with mutual consent by both the Parties in writing, this MOU is valid for a period of three (3) years from the date of its execution i.e. the "**Effective Date**". However, being the intention of the Parties to work together on multiple opportunities, any definitive documents executed by the Parties towards a specific opportunity will in no way affect the continuation of this MOU until the end of its tenure to enable the Parties to further seek other opportunities on an on-going basis.

In such an event, neither party shall make any claim against the other party for any loss/damage because of such termination before any forum, whether judicial or otherwise. The obligations of the Parties under the provisions pertaining to Dispute Resolution, Governing Law and Confidentiality shall survive till 1 (one) year after the termination or expiry of the MOU.

- v. Upon termination of this MOU for whatever reason, either Party shall immediately return or destroy all information / documents obtained under this MOU without any delay or limitation and any information shared for an opportunity will be subject to the terms of this MOU.
- vi. In the event of termination of this MOU by any Party in accordance with the provisions of Clause 7 above, this MOU shall cease to have legal effect except Clauses 5, 10, 11, 14 and 17.

## 6. Representation and Warranties

Each Party hereby represents and warrants to the other Party as follows:

- (i) It has full power and authority to enter into this MOU and to perform its obligations under this MOU;
- (ii) The execution and delivery of this MOU and the performance by it of its obligations under this MOU have been duly and validly authorized by all necessary corporate actions on the part of it.
- (iii) the execution, delivery and performance by such Party of this MOU and the acts and transactions contemplated hereby do not and will not, with or without the giving of



For University of Petroleum & Energy Studies

*Self seen*  
Registrar

notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under:

- (a) applicable law; or
- (b) any order, judgment or decree applicable to it; or
- (c) any terms, conditions, covenants, undertakings, agreements or other instruments to which it is a party or by which it is bound;
- (iv) there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, or pending or, to the best of its knowledge, threatened or anticipated, which may prejudicially affect the due performance or enforceability of this MOU or any obligation, act, omission or transactions contemplated hereunder; and
- (v) That it will comply with all applicable laws and regulatory requirements in connection with the performance of its obligations under this MOU, and will not do or permit anything to be done which might cause or otherwise result in a breach of this MOU or cause any detriment to the transactions herein envisaged.

#### **7. Dispute Resolution**

In the event of any dispute arising between the Parties in connection with any matter or thing herein contained or the operation or construction thereof or any matter or thing in any way connected with this MoU, including any question regarding its existence, interpretation, validity or termination, the Parties shall first endeavour to reach an amicable settlement through mutual consultations and negotiations by the senior officials of the Parties. In case of such failure, the dispute shall be settled through Arbitration by a Sole Arbitrator, under the provisions of the Arbitration and Conciliation Act, 1996. The seat of Arbitration shall be Delhi; the applicable laws will be the Laws of India and shall be conducted in English.

#### **8. Applicable laws and Jurisdiction**

This MOU shall be governed and interpreted by and construed in accordance with the Indian Laws and, the parties submit to the exclusive jurisdiction of the Courts of Delhi.

During the validity of this MOU, the rights and obligations of the Parties arising in relation to the transaction(s) contemplated herein shall be interpreted, acted upon and governed in accordance with the terms and conditions of this MOU.

No Party shall be liable to the other in any manner in the event the Parties are not being able to reach any agreement pursuant hereto or fail to sign the agreement as contemplated in this MoU.

#### **9. Notice**

- A. Any notice pursuant to this MOU shall be in writing signed by (or by a person duly authorized by) the person giving it and may be served by sending it by facsimile, prepaid recorded delivery or registered post addressed as follows (or to such other address as shall have been duly notified in accordance with this Clause):

**To PTC:**

PTC India Limited



For University of Petroleum & Energy Studies

*Handwritten signature*  
Registrar



Attention: Director (Marketing & Business Development)  
2nd Floor, NBCC Tower,  
15-Bhikaji Cama Place,  
New Delhi - 110066

**To UPES:**

University of Petroleum and Energy Studies  
Attention: Sr. Director - Institutional Affairs  
Energy Acres, Bidholi,  
Dehradun (Uttarakhand), India - 248007

B. All notices shall be in English language and given in accordance with Clause 14 (A) and shall be deemed to have been served:

- I. if delivered by hand, at the time of delivery;
- II. if posted, at the expiration of 7 (seven) days after the envelope containing the same was delivered into the custody of the postal authorities; and
- III. If communicated by facsimile, on receipt of confirmation of successful transmission.

Either Party may change such address by notice to the other Party.

This MOU constitutes the entire understanding between the Parties and supersedes any previous agreements between the Parties whether oral or in writing regarding the subject matter of this MOU.

This MOU may be amended only by an instrument in writing signed by both the Parties to this MOU.

10. If any provision embodied in this MOU is held to be legally invalid or null, such provision to the extent reasonably practicable shall be severed, and the Parties will replace such provision, considering the nature and contents of this MOU, the manner in which consensus is reached, the mutually known interests of both Parties as well as the other relevant circumstances, by a provision which is not unreasonably onerous to any Party and approximates the meaning of the legally invalid provision as closely as possible.

**11. Assignment**

This MOU shall inure to the benefit of the Parties hereto and to their respective successors and permitted assigns. This MOU is exclusive to the Parties and the Parties shall not assign their rights and benefits hereunder except with mutual consent in writing which the other party should not unreasonably withhold. Notwithstanding the above or any contrary provision contained in this MOU, the Parties shall have the right to assign this MOU, in completely or in part, to any of their subsidiary company or to any successor by way of merger, consolidation or acquisition of a substantial amount of the assets of said corporation or its parent company.

**12. Force Majeure**

Neither Party shall be held responsible for a failure or delay in performing any of its obligations under this MOU if such failure or delay is caused due to reasons beyond the reasonable control of such affected Party. The affected Party shall however notify the



For University of Petroleum & Energy Studies

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Registrar



other Party, in writing, of such failure or delay in performing its obligations with fifteen (15) days of such event occurring.

The failure on the part of one Party to exercise or enforce any rights resulting from this MOU shall not be a waiver of any such rights, nor shall any single or partial exercise thereof operate so as to bar the later exercise or enforcement thereof.

### **13. Relationship of the parties**

The Parties are acting herein as independent Parties and nothing herein contained shall create or be construed as creating a partnership or joint venture between any of the Parties and no party shall have the authority to bind another party in any respect other than related to the arrangement contemplated herein and on the terms and conditions specified in this MOU.

### **14. Non-Exclusivity**

Parties agrees that nothing in this MOU shall limit Parties' respective rights to participate or enter into discussions, negotiations or execute any agreements/MOUs with a third party (ies) in relation to the energy efficiency projects. Parties shall not have any right in any manner whatsoever, to interfere with other party's participation, discussions, negotiations or execution of contractual arrangements with such parties for the projects other than the project covered by this MOU.

### **15. Change of address:**

A Party may notify the other Party of a change to its name, addressee, address and telex or facsimile numbers for the purpose of Clause 14 provided that such notification shall only be effective on the date specified in the notification as the date on which the change is to take place, or if no date is specified, the date falling five days after notice of any such change has been given.

### **16. Fraud Prevention:**

Each Party shall adhere to their respective policies for prevention of fraud and not indulge or allow anybody else working in their respective organization to indulge in fraudulent activities and would immediately apprise each other of the fraud/suspected fraud as soon as it comes to their notice."

- 17.** This MOU may be entered into in two or more counterparts each of which, when executed and delivered, shall be an original, but all the counterparts shall constitute the same instrument.



For University of Petroleum & Energy Studies

*regj. Jalur*  
Registrar

**IN WITNESS WHEREOF**, the Parties have signed this Memorandum of Understanding on the day and year first hereinbefore written.

**For and on behalf of**

**PTC India Limited**


\_\_\_\_\_  
Signature with seal

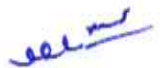
Witnesses:

1.

**For and on behalf of**

**University of Petroleum and Energy Studies**

*For University of Petroleum & Energy Studies*

  
\_\_\_\_\_  
Signature with seal

  
Registrar

Witnesses:

1.

**DOCUMENT REVIEW AND APPROVAL FORM**

Type of Document / Contract: Memorandum of Understanding \_\_\_\_\_ Ref: \_\_\_\_\_

Supplier/Vendor/Other/s: PTC India Ltd. \_\_\_\_\_

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

Effective Date: 20<sup>th</sup> July 2018 \_\_\_\_\_ Expiration Date: 19<sup>th</sup> July 2020 \_\_\_\_\_ ☐ Automatic renewals

Short Description / Purpose: Joint Projects, Involvement of our students & faculty in Projects, allowing Interns (B.Tech / M.Tech.), absorbing our students and joint bidding for various National / International Consulting assignments in the area of Energy Efficiency, Energy Audit and Management Services, etc. \_

**Part I (Finance / Treasury)**

Institution/Business Unit: UPES, Bidholi Campus \_\_\_\_\_ Department: Electrical Power & energy \_

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   | Yogesh Chandra Gupta    | Industry Fellow,<br>EPE Deptt.,<br>Bidholi Campus | 19/07/2018     | <br><input type="checkbox"/> e-mail attached |
| Treasury  | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input checked="" type="checkbox"/> N/A                |                         |   |                | <input type="checkbox"/> e-mail attached  |
| Legal     | <input checked="" type="checkbox"/> Local ✓<br><input type="checkbox"/> Region<br><input checked="" type="checkbox"/> Corporate ✓<br><input type="checkbox"/> N/A | <i>Dr. Vij N. Kumar</i> | <i>Associate<br/>Dir- Legal</i>                   | <i>26.7.18</i> | <i>M. Kumar</i><br><input checked="" type="checkbox"/> e-mail attached ✓  |
| Tax       | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input checked="" type="checkbox"/> N/A                |                         |   |                | <input type="checkbox"/> e-mail attached  |
| Finance   | <input checked="" type="checkbox"/> Local ✓<br><input type="checkbox"/> Region<br><input checked="" type="checkbox"/> Corporate ✓<br><input type="checkbox"/> N/A |                         |   |                | <input type="checkbox"/> e-mail attached ✓  |
| Academic  | <input checked="" type="checkbox"/><br><input type="checkbox"/> N/A   |                         |   |                | <i>Required for Project:<br/>Consultancy, Train<br/>Student training</i><br><input type="checkbox"/> e-mail attached            |

*hlf*  
*19*

|                       | Required?  | Name           | Title | Date    | <input type="checkbox"/> e-mail attached<br>Signature & Comments |
|-----------------------|--|----------------|-------|---------|--|
| Accounting            | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input checked="" type="checkbox"/> N/A | Sanjeev Goyal. | FO    | 30.5.18 | <input checked="" type="checkbox"/> e-mail attached              |
| Marketing             | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input checked="" type="checkbox"/> N/A                                       |                |       |         | <input type="checkbox"/> e-mail attached                         |
| CFO                   | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input checked="" type="checkbox"/> N/A |                |       |         | <input type="checkbox"/> e-mail attached                         |
| President/<br>CEO     | <input type="checkbox"/> President<br><input type="checkbox"/> CEO<br><input checked="" type="checkbox"/> N/A                                      |                |       |         | <input type="checkbox"/> e-mail attached                         |
| Capital<br>Committee  | <input type="checkbox"/><br><input checked="" type="checkbox"/> N/A  |                |       |         | <input type="checkbox"/> e-mail attached                         |
| Board of<br>Directors | <input type="checkbox"/><br><input checked="" type="checkbox"/> N/A  |                |       |         | <input type="checkbox"/> e-mail attached                         |





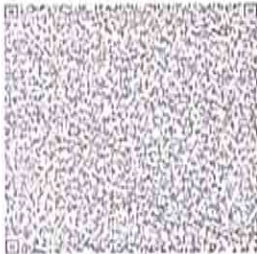
सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

|                           |  |
|---------------------------|--|
| Certificate No.           | : IN-DL46435929624459P                 |
| Certificate Issued Date   | : 28-Oct-2017 12:08 PM                 |
| Account Reference         | : IMPACC (IV)/ dl905203/ DELHI/ DL-DLH |
| Unique Doc. Reference     | : SUBIN-DL90520394910047243572P        |
| Purchased by              | : UPES                                 |
| Description of Document   | : Article 5 General Agreement          |
| Property Description      | : Not Applicable                       |
| Consideration Price (Rs.) | : 0<br>(Zero)                          |
| First Party               | : UPES                                 |
| Second Party              | : Not Applicable                       |
| Stamp Duty Paid By        | : UPES                                 |
| Stamp Duty Amount(Rs.)    | : 100<br>(One Hundred only)            |



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

#### MEMORANDUM OF UNDERSTANDING FOR THE INTERNSHIP PROGRAM

This Memorandum of Understanding (MoU) has been made on this 27<sup>th</sup> day of August, 2018 by and between;

**Eaton Technologies Private Limited**, a company incorporated under the Companies Act 1956 and having its registered office at and having its registered office at Cluster C, Wing

*Handwritten signature*

#### Statutory Alert:

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

1, Eon Free Zone, Plot No 1, Survey No 77, MIDC, Kharadi Knowledge Park, Kharadi, Pune 411014, Maharashtra (hereinafter referred to as "**Eaton**")

**AND**

**University of Petroleum & Energy Studies**, a statutory University set up under the University of Petroleum and Energy Studies Act, 2003, enacted by the State Government 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**")

Eaton and UPES may hereinafter be referred to collectively as "Parties" and individually as "Party" for the sake of convenience.

#### **RECITALS**

**WHEREAS** UPES in discussions with Eaton has established an internship program for UPES law students with a view to further the individual student's education and develop the practical skills that the individual will need for his/her future career. ("**Program**")

**WHEREAS** the Parties wish to enter into an understanding pertaining to the said internship programme by way of this MoU for further facilitating the internship of certain selected UPES law students as interns only at Eaton, under the said Internship program and as per the terms of this MoU as hereinafter mentioned. ("**Program**")

#### **TERMS OF THE MOU**

##### **A. Validity:**

This MOU shall be effective from 27<sup>th</sup> August 2018 and shall remain valid until 30 September 2018 unless terminated earlier by Eaton. The term of this MoU may also be renewed or extended further as may be mutually agreed in writing by the Parties.

Eaton reserves the right to terminate this MoU at any time without assigning any reasons/s by issuing a prior written notice of at least 15 days.

##### **B. Internship period:**

The period and itinerary of the internship to be engaged in by the intern/s is agreed upon by the Parties and the interns and is to commence from Aug 27, 2018 and shall last until September 30, 2018. This may be extended further as and if required. The revised date shall be communicated to the interns and the UPES 15 days prior to the completion date. The working days as communicated by Eaton shall be from Monday through Saturday excluding Sunday and Public Holidays.

##### **C. Internship Supervisor and conduct of the Interns**

The student's internship supervisor shall be appointed by UPES and accordingly communicated to Eaton. The internship supervisor shall be responsible to communicate Rules and Regulations of Eaton as relevant to the interns and shall ensure that the interns



adhere to the guidelines and rules including but not limited to any code of conduct, safety related guidelines/rules or any other instructions as may be issued by Eaton from time to time.

Each intern shall undertake to abide by the Rules, Guidelines, Policies and instructions set out by Eaton in relation to this Program. Each student shall also be required to sign the Declaration as may be required in this regard including but not limited to any safety related instructions / rules.

UPES and the supervisor shall be solely responsible for the overall behavior and conduct of the interns and shall ensure that the interns do not indulge in any misconduct or other unauthorized or illegal acts. In the event of any Intern found involved in any illegal, immoral, unauthorized acts or any misconduct, UPES shall immediately take appropriate action (including but not limited to cancellation of the internship of such intern/s) and replace such intern/s immediately. All such matters shall be dealt with by UPES exclusively without any recourse whatsoever to Eaton.

#### **D. Internship Stipend**

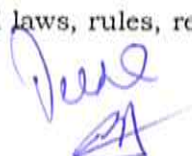
Both the Parties have agreed that the internship stipend payable to the respective interns for the entire period of their internship shall be @ INR 10,000 per month subject to any applicable statutory deductions if any.

The above mentioned stipend amount of INR 10,000 (ten thousand only) will be paid to the intern/s as a goodwill gesture and as token of appreciation only and the said stipend shall not be considered or treated at any time as salary or wages as per the prevailing / applicable provisions of any applicable labor law/s or regulations.

Eaton in consultation with UPES, reserves the right to withhold or even deny the payment of stipend to any intern/s if such intern/s is/are found involved in any misconduct or in any illegal, immoral or unauthorized act/s or is/are found to be in non-compliance with any rules, guidelines, instructions etc. issued by Eaton and/or UPES from time to time in relation to this Program or otherwise.

#### **E. Lodging and accommodation to be arranged by UPES / Interns**

Lodging and accommodation of the intern/s during the internship period or otherwise and any and all expenses/costs related thereto shall be taken care of by the respective intern. All the formalities like police verification etc. and other formalities as per the applicable local laws/rules/regulations in this regard shall be the responsibility of the respective intern without any recourse whatsoever to Eaton. However, the interns and/or UPES shall cooperate with Eaton in order to complete any local authority verification formalities, as may be required under the local rules/ regulations or under any applicable laws and shall provide with any relevant documents like any letters, NOCs etc. as may be required thereunder. The internship supervisor appointed by UPES shall confirm Eaton in writing regarding the completion of all such formalities as may be required under the applicable local laws, rules, regulations etc and are in



full compliance of the same.

**F. Confidentiality**

UPES shall ensure that the interns shall at all times follow strict confidentiality in respect of any and all information, materials, documents etc. that may be shared with them by Eaton or which they may come across or become privy to or aware of during the course of their internship at Eaton. On no grounds whatsoever, shall the intern/s or UPES disclose any such information to any third party without the prior written authorization / approval of Eaton. All students shall sign separate Non-Disclosure Agreement for this purpose before the commencement of their internship under this Program.

**G. No Employer employee relationship**

It is hereby understood and agreed between the Parties that this is purely an internship program and that there shall exist no employer employee relationship between Eaton and the intern/s. None of the interns shall be considered or deemed to be the employee/s of Eaton at any time and such interns will not have any claims whatsoever against Eaton in this regard. UPES hereby confirms that all the intern/s have been made aware of this and they agree/ acknowledge the same.

This MoU is entered between Eaton and UPES on a principal to principal basis and nothing in this MoU shall be deemed to constitute any joint venture, partnership or agent or principal relationship etc. between EATON and UPES.

It is hereby acknowledged, understood and agreed between the parties and UPES hereby confirms that it has made the intern/s aware of the fact that Eaton is not obliged to offer or is not making any commitments whatsoever for any future employment opportunities at Eaton or elsewhere to any intern/s and that nothing in this MoU shall be deemed at any time as any commitment from Eaton for any future employment or any such other opportunity to any intern/s inducted under this Program.

**H. Safety**

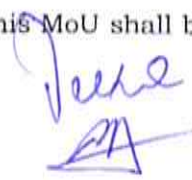
It is hereby clearly understood and agreed that although all the interns are expected to and shall at all times during their internship abide by the relevant safety related guidelines of Eaton, it is the duty and responsibility of UPES and the supervisor to ensure that the interns abide by the same. Eaton shall not be under any obligation to ensure the same.

**I. Entire Understanding**

This MoU constitutes the entire understanding between the Parties relating to the subject matter hereof and shall supersede any and all the earlier communications, understandings, arrangements etc. whether oral or written between the Parties in this regard.

**J. Amendment**

Additions or amendments to the provisions of this MoU shall be valid only if made in





writing and duly signed by both the Parties.

**K. Execution and Copies:**

This MoU shall be executed in two copies, each to be signed by the two Parties, with each Party retaining one copy.

**L. Governing law and Jurisdiction**

This MoU shall at all times be governed by the laws of India and any and all matters / disputes arising from or related to this MoU shall be subject to the exclusive jurisdiction of the appropriate courts at Pune.

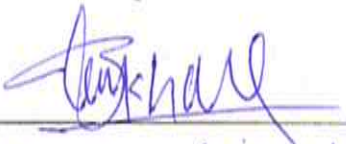
**IN WITNESS WHEREOF** the parties hereto have signed this MoU on the date first mentioned above.

**For Eaton Technologies Private Limited**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

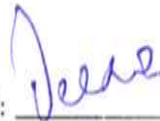
  
Bhushan Gokhale  
Chief Counsel India  
& Authorised Signatory

**For UPES**

Signed: \_\_\_\_\_

Name: Veena Dutta

Title: Registrar



**DOCUMENT REVIEW AND APPROVAL FORM**Type of Document / Contract: Service AgreementSupplier/Vendor/Other/s: Eaton Technologies Private Limited☐ New Contract ☐ Renewal ☐ Amendment/ Exhibit ☐ Corporate document ☐ Letter/communication ☐ OtherEffective Date: August \_\_, 2018 Expiration Date: Oct 31, 2018 ☐ Automatic renewalsShort Description / Purpose: To provide internship to the law students of UPES.**Part I (Finance / Treasury)**Institution/Business Unit: \_\_\_\_\_ Department: \_\_\_\_\_GL Account: \_\_\_\_\_ Total Amount: \_\_\_\_\_Budgeted ☐ Yes ☐ No ☐ N/A☐ Op Ex. Single Payment Amount: \_\_\_\_\_ Date Required: \_\_\_\_\_☐ Op. Ex. Multiple Payments:# of Payments: \_\_\_\_\_ Start Date: \_\_\_\_\_Amount of each Payment: \_\_\_\_\_ From: \_\_\_\_\_To: \_\_\_\_\_☐ Cap. Ex. Amount: \_\_\_\_\_Project #: \_\_\_\_\_ Phase: \_\_\_\_\_**Part II (Checklist)**Internal Comments Received from Project Team?☐ Yes ☐ NoContract(s) Fully Negotiated?☐ Yes ☐ No ☐ N/ABid Submitted?☐ Yes ☐ No ☐ N/A



## 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   | Anshul Priya | AD-Career Services | August 19, 2018 | <input type="checkbox"/> e-mail attached  |
| Treasury  | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A |              |                    |                 | <input type="checkbox"/> e-mail attached  |
| Legal     | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A | Anu Sharma   | Legal Advisor      | August 19, 2018 | <br><input type="checkbox"/> e-mail attached |
| Tax       | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A |              |                    |                 | <input type="checkbox"/> e-mail attached  |
| Finance   | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A |              |                    |                 | <input type="checkbox"/> e-mail attached  |

|                    |   |               |       |                 |  |
|--------------------|---|---------------|-------|-----------------|--|
| Academic           | <input type="checkbox"/><br><input type="checkbox"/> N/A  |               |       |                 |  |
|                    | Required?   |               | Title | Date            | Signature & Comments                     |
| Accounting         | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A | Sanjeev Goyal | FO    | August 22, 2018 | <input type="checkbox"/> e-mail attached |
| Marketing          | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> N/A                                       |               |       |                 | <input type="checkbox"/> e-mail attached |
| FC                 | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A | Navneet Mehta | FC    | August 22, 2018 | <input type="checkbox"/> e-mail attached |
| President/ CEO     | <input type="checkbox"/> President<br><input type="checkbox"/> CEO<br><input type="checkbox"/> N/A                                      |               |       |                 | <input type="checkbox"/> e-mail attached |
| Capital Committee  | <input type="checkbox"/><br><input type="checkbox"/> N/A  |               |       |                 | <input type="checkbox"/> e-mail attached |
| Board of Directors | <input type="checkbox"/><br><input type="checkbox"/> N/A  |               |       |                 | <input type="checkbox"/> e-mail attached |



## Jyoti Tiwari

---

**From:** Anu Sharma  
**Sent:** 24 August 2018 17:13  
**To:** Jyoti Tiwari  
**Subject:** Fwd: : MOU : Legal Interns - Approval requested

Sent from my iPhone

Begin forwarded message:

**From:** Anshul Priya Mehta <[apmehta@upes.ac.in](mailto:apmehta@upes.ac.in)>  
**Date:** 24 August 2018 at 3:50:25 PM IST  
**To:** Anu Sharma <[ANU.SHARMA@UPES.AC.IN](mailto:ANU.SHARMA@UPES.AC.IN)>  
**Cc:** Rishi Uppal <[rupal@upes.ac.in](mailto:rupal@upes.ac.in)>, Sanjeev Kumar Goyal <[SKGOYAL@UPES.AC.IN](mailto:SKGOYAL@UPES.AC.IN)>, Manish Madaan <[MANISHMADAAN@DDN.UPES.AC.IN](mailto:MANISHMADAAN@DDN.UPES.AC.IN)>  
**Subject:** FW: : MOU : Legal Interns - Approval requested

Hi Anu. Thanks you for your revert. Please find VC's approval in below email.

Request signed copy of MoU

Regards,  
Anshul

**From:** Manish Madaan  
**Sent:** Friday, August 24, 2018 10:45 AM  
**To:** Anshul Priya Mehta <[apmehta@upes.ac.in](mailto:apmehta@upes.ac.in)>  
**Cc:** Alka Madhan <[alka@upes.ac.in](mailto:alka@upes.ac.in)>; Rishi Uppal <[rupal@upes.ac.in](mailto:rupal@upes.ac.in)>  
**Subject:** FW: : MOU : Legal Interns - Approval requested

Dear Ms Priya

Please refer the approval from VC.

Jai hind

Manish

**From:** Dr. Deependra Kumar Jha  
**Sent:** Friday, August 24, 2018 10:42 AM  
**To:** Manish Madaan <[MANISHMADAAN@DDN.UPES.AC.IN](mailto:MANISHMADAAN@DDN.UPES.AC.IN)>  
**Subject:** Re: : MOU : Legal Interns - Approval requested

Ok.

*Sent from my LG Mobile*

----- Original message-----

**From:** Manish Madaan  
**Date:** Fri, Aug 24, 2018 10:38 AM  
**To:** Dr. Deependra Kumar Jha;  
**Cc:**

**Subject:** MOU : Legal Interns - Approval requested

Dear Sir

Our students have reached Pune for internship , we seek your approval on the attached MOU enabling us to take it forward .

Regards

Manish

**From:** Anshul Priya Mehta

**Sent:** Friday, August 24, 2018 10:07 AM

**To:** Manish Madaan <MANISHMADAAN@DDN.UPES.AC.IN>

**Cc:** Rishi Uppal <rupal@upes.ac.in>; Alka Madhan <alka@upes.ac.in>

**Subject:** FW: MOU : Legal Interns

Hi Manish

Request you to take VC's approval for enclosed MoU with Eaton, for two months internship of 35 law students. Shall call you shortly to discuss the background

Regards,  
Anshul Priya

**From:** Anu Sharma

**Sent:** Friday, August 24, 2018 9:03 AM

**To:** Anshul Priya Mehta <apmehta@upes.ac.in>

**Cc:** Sanjeev Kumar Goyal <SKGOYAL@UPES.AC.IN>; Rishi Uppal <rupal@upes.ac.in>; Alka Madhan <alka@upes.ac.in>

**Subject:** RE: MOU : Legal Interns

Hi Anshul,

I have no comments except that the execution and effective date of this MOU would commence from the date of taking approval from Region-legal.

Meanwhile, forward me VC approval.

Regards

Anu

**From:** Anshul Priya Mehta

**Sent:** Thursday, August 23, 2018 5:25 PM

**To:** Anu Sharma <ANU.SHARMA@UPES.AC.IN>

**Cc:** Sanjeev Kumar Goyal <SKGOYAL@UPES.AC.IN>; Rishi Uppal <rupal@upes.ac.in>; Alka Madhan <alka@upes.ac.in>

**Subject:** RE: MOU : Legal Interns

Hi Anu,

PFA final document shared by Eaton post my several rounds of discussion with them and Deletions as suggested by you.

Three alterations made by Eaton are highlighted in the document.

Request scan copy of signed document

Regards,  
Anshul Priya

**From:** Anu Sharma  
**Sent:** Wednesday, August 22, 2018 12:06 PM  
**To:** Anshul Priya Mehta <[apmehta@upes.ac.in](mailto:apmehta@upes.ac.in)>  
**Cc:** Sanjeev Kumar Goyal <[SKGOYAL@UPES.AC.IN](mailto:SKGOYAL@UPES.AC.IN)>; Rishi Uppal <[ruppal@upes.ac.in](mailto:rupal@upes.ac.in)>  
**Subject:** FW: MOU : Legal Interns

Hi Anshul,

You can share the attached draft MOU with Eaton. However, without VC approval it won't be possible for me to seek further approvals.

Regards

Anu

---

**From:** Sanjeev Kumar Goyal  
**Sent:** Wednesday, August 22, 2018 10:21 AM  
**To:** Anu Sharma <[ANU.SHARMA@UPES.AC.IN](mailto:ANU.SHARMA@UPES.AC.IN)>; Anshul Priya Mehta <[apmehta@upes.ac.in](mailto:apmehta@upes.ac.in)>  
**Cc:** Rishi Uppal <[ruppal@upes.ac.in](mailto:rupal@upes.ac.in)>  
**Subject:** MOU : Legal Interns

Attached with few change.

Regards,

Sanjeev.

---

**From:** Anu Sharma  
**Sent:** Monday, August 20, 2018 2:15 PM  
**To:** Sanjeev Kumar Goyal <[SKGOYAL@UPES.AC.IN](mailto:SKGOYAL@UPES.AC.IN)>; Anshul Priya Mehta <[apmehta@upes.ac.in](mailto:apmehta@upes.ac.in)>  
**Cc:** Rishi Uppal <[ruppal@upes.ac.in](mailto:rupal@upes.ac.in)>  
**Subject:** RE: MOU : Legal Interns

Dear Sanjeev,

PFA draft MOU for the purpose of providing internship to law students of UPES. Please review the draft and suggest your changes.

My changes are in a tracked mode.

Dear Anshul,

Please forward me approval of VC. Once reviewed by Sanjeev, I have to take approval from region-legal which will take 2-3 days. Please note that the date of execution of MOU and date of commencement of internship will commence from the date of approval of Region-legal.



This MOU shall be signed by UPES registrar, Ms. Veena Dutta.

Please revert if you have any queries in this regard.

Regards

Anu

**From:** Anshul Priya Mehta  
**Sent:** Monday, August 20, 2018 11:01 AM  
**To:** Anu Sharma <ANU.SHARMA@UPES.AC.IN>  
**Cc:** Rishi Uppal <rupal@upes.ac.in>  
**Subject:** FW: MOU : Legal Interns

Hi. As discussed, request you to review enclosed document shared by Eaton, where 37 law students are undergoing two months internship

Regards,  
Anshul

**From:** Anshul Priya Mehta  
**Sent:** Sunday, August 19, 2018 9:48 PM  
**To:** 'Singh, Maitree' <MaitreeSingh@Eaton.com>  
**Subject:** RE: MOU : Legal Interns

Hi Maitree. PFA document shared by you with few suggested changes in tracked format. On receiving your inputs, shall share signed copy of final document

Regards,  
Anshul Priya

**From:** Singh, Maitree [mailto:MaitreeSingh@Eaton.com]  
**Sent:** Friday, August 17, 2018 6:21 PM  
**To:** Anshul Priya Mehta <apmehta@upes.ac.in>  
**Cc:** Pendse, Chaitanya <ChaitanyaPendse@Eaton.com>; Ray, Judhajit <JudhajitRay@Eaton.com>; Gokhale, Bhushan <BhushanGokhale@Eaton.com>; Rebello, Sunita <SunitaRebello@Eaton.com>; Kulkarni, Seema <SeemaKulkarni@Eaton.com>  
**Subject:** MOU : Legal Interns  
**Importance:** High

Hello Anshul,

Please attached the MOU for your reference. Please fill the required details from your end as necessary.

This needs to be signed by Monday, 20<sup>th</sup> August 18. Feel free to reach out to me in case of any query.

Regards,  
Maitree

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE INSTITUTE OF ENERGY ECONOMICS, JAPAN(IEEJ)**

**AND**

**UNIVERSITY OF PETROLEUM AND ENERGY STUDIES (UPES)**

**ON**

**RESERACH AND COOPERATION**

This memorandum of understanding is entered into by and between: **The Institute of Energy Economics, Japan (IEEJ)**; an incorporated foundation certified by the government of Japan that aims to carry out research activities specialized in the area of energy; and the **University of Petroleum and Energy Studies (UPES)**; an Indian University known traditionally for its education and research in fields of energy & power. UPES has been expanding its offerings in the sectors like Information Technology, Transportation, Public Policy, Design, Architecture, Business and Legal Studies.

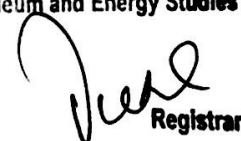
- A. **Purpose:** IEEJ and UPES, hereafter referred to as the Parties, have agreed to enhance the sharing of knowledge between the parties and promote research cooperation
- B. **Roles and Responsibilities:** The parties agree to cooperate on the following activities:
1. Exchange of information
  2. Conduct of joint research projects
  3. Other forms of cooperation in areas of energy outlook, energy statistics and other energy-related fields as may be mutually agreed upon.

The concrete content of the above activities listed in this Memorandum shall be determined through mutual consultation every 2 years.

- C. **Work Plans:** The implementation of specific programs and projects under the present Memorandum will be developed through Work Plans and agreed by the Parties.
- D. **Implementation:** If necessary, the Parties agree to develop joint or individual actions

**THE INSTITUTE OF ENERGY ECONOMICS, JAPAN**

**for University of Petroleum and Energy Studies**



Registrar

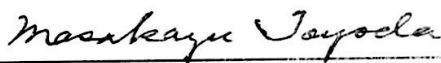
to obtain the financial resources required to support the activities and projects under this Memorandum.

- E. **Settlement of disputes:** Any dispute arising out of or in connection with this MoU shall be settled by friendly consultations between the Parties.
- F. **Timeframe:** This Memorandum shall remain in force from the date set forth below until December 31, 2020 and may be amended by the mutual consent.
- G. **Confidentiality:** For the purpose of this MOU, each Party agrees not to disclose the other Party's proprietary information obtained by virtue of this Memorandum to any kind of party without the prior consent of the other Party except where it is required under a process of law.

In witness whereof, the undersigned, duly authorized by their representative Parties, have signed this Memorandum of Understanding in English language only.

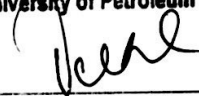
October\_\_\_\_ 2018

For: The Institute of Energy  
Economics, Japan



Mr. Masakazu Toyoda  
Chairman and CEO  
10F INUI Bldg., Kachidoki 13-1  
Kachidoki 1-chome, Chuo-ku,  
Tokyo, Japan

For: University of Petroleum and  
Energy Studies  
For University of Petroleum and Energy Studies



Registrar

Dr. Veena Dutta  
Registrar  
Bidholi, Via Prem Nagar, Dehradun,  
Uttarakhand, India  
Dr. VEENA DUTTA  
Registrar  
University of Petroleum & Energy Studies  
"Energy Acres", P.O. Bidholi, Via Premnagar  
Dehradun - 248007 (Uttarakhand)



**DATE**

**2018**

**UNIVERSITY OF NORTHUMBRIA AT NEWCASTLE**

**and**

**UNIVERSITY OF PETROLEUM AND ENERGY STUDIES**

---

**COLLABORATION AGREEMENT**

---

*"UK-India Sustainable Development and Research collaboration: Watermills  
Modernisation-cum- Enhancement Planning, Training, Capacity Strengthening and  
Entrepreneurship Development in Uttarakhand Hill Communities, India"  
Ref: GCRFNGR2\10276*

**THIS AGREEMENT** is made on the 22<sup>nd</sup> day of November, 2018

**BETWEEN:**

- (1) **University of Northumbria at Newcastle**, a higher education corporation and exempt charity, whose principal office is at Sutherland Building, College Street, Newcastle upon Tyne NE1 8ST ("**Northumbria**");
- (2) **University of Petroleum and Energy Studies**, a university established under Act, 2003, enacted by the State of Uttarakhand (India), having University Campuses at Villages Bidholi and Kandoli, Dehradun, Uttarakhand (India) and Corporate office at 2<sup>nd</sup> Floor, 210, Okhla Industrial Estate, Phase III, New Delhi - 110020, (hereinafter called as "**UPES**") through its Registrar, **Dr (Ms) Veena Dutta**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns, of the First Part;

each a "**Party**" and collectively "**the Parties**".

**WHEREAS:**

- A. Prasoom Dwivedi of UPES was the lead applicant and Sanjay Bhowmick of Northumbria was the co-applicant in an application to the Academy of Medical Sciences, a company limited by guarantee (company number 03520281) and charity (charity number 1070618) incorporated and registered in England and Wales ("**Funding Body**"), as set out at Schedule [1] to Collaboration Agreement ("**Application**"), for funding for a research project entitled "*UK-India Sustainable Development and Research collaboration: Watermills Modernisation-cum-Enhancement Planning, Training, Capacity Strengthening and Entrepreneurship Development in Uttarakhand Hill Communities, India*" (Ref: GCRFNGR2\10276), as set out the Application ("**Project**").
- B. The Funding Body has agreed to fund the Project to be undertaken by the Parties in collaboration subject to the conditions set out in the grant offer letter dated 12 June 2018 ("**Grant Offer Letter**"), as set out at Schedule [2] to this Collaboration Agreement, and its general conditions of grant ("**General Grant Conditions**"), as set out at Schedule [2A] to this Collaboration Agreement, (together the "**Grant Award**").
- C. Pursuant to the Grant Award the Parties wish to collaborate in the carrying out of research work relating to the Project as envisaged in the Application.
- D. The Parties now wish to define their respective rights and obligations in relation to the carrying out of the Project.

**IT AS AGREED:**

**1. DEFINITIONS**

- 1.1. The following expressions shall have the following meanings in this Collaboration Agreement including its recitals, unless the context requires otherwise:

**"Allocated Work"**

shall mean the research and other work allocated to each Party relating to the Project, as set out in the Application (or as otherwise

For University of Petroleum and Energy Studies

Registrar



THIS AGREEMENT is made on the      day of

2018

**BETWEEN:**

- (1) **University of Northumbria at Newcastle**, a higher education corporation and exempt charity, whose principal office is at Sutherland Building, College Street, Newcastle upon Tyne NE1 8ST ("**Northumbria**");
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**WHEREAS:**

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**IT AS AGREED:**

**1. DEFINITIONS**

1.1. The following expressions shall have the following meanings in this Collaboration Agreement including its recitals, unless the context requires otherwise:

**"Allocated Work"** shall mean the research and other work allocated to each Party relating to the Project, as set out in the Application (or as otherwise agreed in writing by the Parties and the Funding Body).

**"Arising Intellectual Property"** shall mean any Intellectual Property, which is generated or first reduced to practice by any Party or Parties directly as a consequence of the work undertaken in accordance with this Collaboration Agreement.


**"Background Intellectual Property"** shall mean all Intellectual Property, excluding any Arising Intellectual Property, owned or controlled by any Party prior to commencement of, or developed by any Party independently from, the Project, and which that Party contributes or uses in the course of delivering the Project.

**"Business Day"** shall mean any day (other than a Saturday or Sunday or a public or bank holiday in England) when the banks in the City of London are open for business.

**"Co-Investigator"** shall be Dr Sanjay Bhowmick (or his successor(s) as agreed in writing by the Parties and the Funding Body).

**"Commencement Date"** shall mean the date of this Collaboration Agreement or the Project Start Date, whichever is the earlier.

**"Confidential Information"** shall mean (a) all Arising Intellectual Property owned by the Disclosing Party (b) all Background Intellectual Property owned by the Disclosing Party and (c) any Information which relates to the business, affairs, developments, personnel of the Disclosing Party or any other Information which (in each case) is identified by the Disclosing party as confidential or which the

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Receiving Party ought reasonably to regard as confidential.

**"Data Protection Legislation"**

shall mean the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the United Kingdom) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union directive or regulation relating to the processing of personal data and privacy.

**"Higher Education Institution"**

has the meaning given to it in the Further and Higher Education act 1992, as amended.

**"Impact"**


the effect on, change or benefit to the economy, society, culture, public policy or services, health, the environment or quality of life, beyond academia. Impact includes the activity, attitude, awareness, behaviour, capacity, opportunity, performance, policy, practice, process or understanding of an audience, beneficiary, community, constituency, organisation or individuals in any geographic location whether locally, regionally, nationally or internationally. Impact will also include the reduction or prevention of harm, risk, cost or other negative effects.

**"Information"**

includes (without limitation) drawings, specifications, samples, models, reports, papers, processes, procedures, instructions, software, correspondence, data and documents of any kind.

**"Intellectual Property"**

shall mean patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all

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applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**"Key Personnel"**

shall mean (i) the Principal Investigator, (ii) the Co-investigator and (iii) any other academics or researchers (if any) identified by the Parties as being important to the delivery of the Project and named in the Application.

**"Overseas Host Institution"**

shall be UPES (or its successor(s) as agreed in writing by the Parties and the Funding Body).

**"Principal Investigator"**

shall be Professor Prasoom Dwivedi (or his successor(s) as agreed in writing by the Parties and the Funding Body).

**"Project End Date"**

shall mean 24 August 2019 or such other date as agreed in writing by the Parties and the Funding Body.

**"Project Partner"**

shall mean an organisation (if any), excluding a Party, which provides specific material contributions (either direct or indirect) to the Project, as set out in the Application.

**"Project Start Date"**

shall mean 25 August 2018 or such other date as agreed in writing by the Parties and Funding Body.

**"Project Period"**

shall be the period commencing on the Project Start Date and ending at the end of the Project End Date.

**"UK Data Protection Legislation"**

shall mean the Data Protection Act 2018 and all applicable laws and regulations in the United Kingdom relating to the processing of personal data and privacy including (where applicable) codes of practice and guidance issued by the Information Commissioner.

**"UK Host Institution"**

shall be Northumbria (or its successor(s) as agreed in writing by the Parties and the Funding Body).

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- 1.2. Clause headings are inserted in this Collaboration Agreement for convenience only, and they shall not be taken into account in the interpretation of this Collaboration Agreement.
- 1.3. In this Collaboration Agreement, references to Clauses and Schedules refer to clauses and schedules of this Collaboration Agreement; and the singular form of any word includes the plural (and vice versa), as required by the context.
- 1.4. In the event of any conflict between the terms of this Collaboration Agreement and the terms of the Grant Award, the terms of the Grant Award will prevail. In the event of any conflict between the terms the Grant Award affecting the collaboration of any Parties, the affected Parties shall (acting reasonably and in good faith) seek a solution acceptable to themselves and the Funding Body.

## **2. COMMENCEMENT AND DURATION**

- 2.1. This Collaboration Agreement shall commence, or be deemed to have commenced on, the Commencement Date and shall then continue in force and effect until the end of the Project End Date unless terminated earlier in accordance with its provisions.
- 2.2. Where applicable, the Parties shall take reasonable preparatory steps from the Commencement Date to the Project Start Date to ensure that that Project shall be ready to start on the Project Start Date.
- 2.3. The Parties acknowledge and agree that the UK Host Institution may, subject to the other Parties' prior approval, request at any time that the Funding Body agree to bring forward or postpone the Project Start Date and/or the Project End Date.

## **3. THE PROJECT**

- 3.1. The Parties will each use their reasonable endeavours to collaborate on the Project including (without limitation) any modifications, deletions or expansions approved in writing by the Parties. The Parties shall be bound *mutatis mutandis* by the terms and conditions of the Grant Award, which form part of this Collaboration Agreement; except that any provisions of the Grant Award that are specific to the UK Host Institution, the Overseas Host Institution and/or other parties to the Grant Award shall apply only to the UK Host Institution, the Overseas Host Institution and/or those other parties (as the case may be).
- 3.2. The Parties intend, and the relevant Parties shall use their reasonable endeavours to procure, that the Project will be performed by or under the direction and supervision of the Principal Investigator together with the Co-investigator throughout the Project Period.
- 3.3. In respect of the Allocated Work, each Party will use its reasonable endeavours:
  - 3.3.1. to provide adequate facilities;

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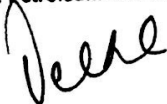
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- 3.3.2. to obtain any requisite materials, equipment and personnel; and
- 3.3.3. to carry out the work with reasonable care and skill and diligently within the scope allowed by its funding.

But, without prejudice to the foregoing, no Party warrants, represents or undertakes to the other that any work carried out under or in connection with to this Collaboration Agreement will lead to any particular result; nor is the success of any such work guaranteed. For the avoidance of doubt, nothing in this Collaboration Agreement shall permit any Party to reverse-engineer or otherwise analyse any of the Background Intellectual Property or other materials provided to it by any other Party under or in connection with this Collaboration Agreement except in accordance with the provisions of this Collaboration Agreement and to the extent permitted by law.

- 3.4. Each Party shall provide such assistance as is reasonably required by the UK Host Institution in order that the UK Host Institution can oversee compliance with the Grant Award and prepare and submit reports, documents and any further information to the Funding Body or its agents in accordance with the Grant Award.
- 3.5. Without prejudice to Clause 3.4 above, each Party shall ensure that it maintains adequate records (including, but not limited to, the retention of receipts) required for the UK Host Institution to fulfil its reporting and audit obligations under the Grant Award.
- 3.6. Each Party shall comply with its obligations under the Data Protection Legislation, the Bribery Act 2010 and the Modern Slavery Act 2015.
- 3.7. The UK Host Institution shall use its reasonable endeavours to procure, and each other Party shall use its reasonable endeavours to assist the UK Host Institution to procure, that:
  - 3.7.1. each Project Partner will (at the Project Partner's option):
    - 3.7.1.1. sign a collaboration letter on the terms (or substantially the same terms) set out in Schedule [4]; or
    - 3.7.1.2. be formally joined as a party to this Collaboration Agreement upon signature of the accession document on the terms (or substantially similar terms) set out in Schedule [5], and
  - 3.7.2. each Project Partner who is not and does not become joined as a party to this Collaboration Agreement pursuant to Clause 3.7.1.2 above (but who nonetheless wishes to attend meetings of or with the Parties to discuss the Project) shall first sign a confidentiality agreement pursuant to Clause 3.7.1.1 above before or upon attending for the first time or otherwise receiving or having access to any Confidential Information.

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3.8. Without prejudice to Clause 3.7 above, the Parties acknowledge and agree that, notwithstanding each of their status as Project Partners:

3.8.1. as the date of this Agreement Uttarakhand Renewable Energy Development Agency (URED), Energy and Environment Foundation and International National Trusts Organisation (INTO), are not intended:

3.8.1.1. to receive any Confidential Information from any Party;

3.8.1.2. to use any Background Intellectual Property;

3.8.1.3. to generate or use any Arising Intellectual Property;

3.8.1.4. to be responsible for delivering any Allocated Work; or

3.8.1.5. to receive any of the Grant funding,

for the purposes of the Project, and

3.8.2. Clause 3.7 above shall not apply in respect of each of the foregoing Project Partners for as long as all the intentions at Clause 3.8.1 continue to apply in respect of such Project Partner.

#### 4. FUNDING PRECONDITIONS

4.1. The Parties acknowledge that the Grant Award imposes preconditions on (i) the receipt by the UK Host Institution of funding from the Funding Body and (ii) in turn the right of the UK Host Institution to forward or disburse any such funding to other Parties.

4.2. Without prejudice to Clause 4.1 above:

4.2.1. the UK Host Institution and the Overseas Host Institution shall each:

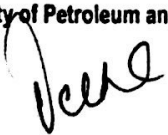
4.2.1.1. complete and sign the acceptance form sent by the Funding Body ("Acceptance Form"); and

4.2.1.2. use their reasonable endeavours to procure that, respectively, the Co-Investigator and the Principal Investigator complete and sign the Acceptance Form,

in a timely manner and they shall each submit the same to each other promptly and to the Funding Body promptly and in any event by or on any deadline set by the Funding Body pursuant to the Grant Award;

4.2.2. the UK Host Institution and the Overseas Host Institution shall each complete and sign the agreement set out at appendix 1 to the General Grant Conditions and submit the same to each other and to the Funding Body promptly and in any event before the Project Start Date;

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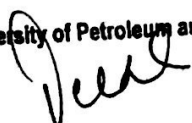


- 4.2.3. the Parties shall execute this Collaboration Agreement and deliver the same to each other and to the Funding Body in a timely manner and (subject to the foregoing) the UK Host Institution shall submit the same to the Funding Body promptly and in any event within one month of the date of execution;
- 4.2.4. the Overseas Host Institution shall hold all funding paid to it by the UK Host Institution under or in connection with the Grant Award or this Collaboration Agreement on trust and in a separate bank account and shall not mix such funding with any sums held in its other bank accounts or general funds. The Overseas Host Institution shall provide to the UK Host Institution such bank account details as it may reasonably require for the purposes of this Collaboration Agreement; and
- 4.2.5. the Overseas Host Institution shall not be entitled to receive any funding from the UK Host Institution while any of the preconditions set out in Clauses 4.2.1 to 4.2.4 above or in the Grant Award have not been satisfied (or expressly waived by the UK Host Institution or the Funding Body, as the case may be).

## **5. PAYMENT OF THE FUNDING**

- 5.1. Each Party shall provide the contributions to the Project in accordance with the Application.
- 5.2. The Parties acknowledge and agree that the Funding Body has undertaken to provide funding for the Project subject to the terms and conditions of the Grant Award and the UK Host Institution has in turn undertaken to act as recipient of the funding for the Parties. The sole financial obligation of the UK Host Institution under this Collaboration Agreement shall be to forward the payments allocated to the other Parties in accordance with Schedule [3] (but subject always to receipt by the UK Host Institution of sufficient funding from the Funding Body and only in accordance with the Grant Award).
- 5.3. In the event that the Funding Body requires the reimbursement to it by the UK Host Institution of any sums paid to the UK Host Institution under or in connection with the Grant Award or this Collaboration Agreement then, to the extent that such requirement arises, directly or indirectly, from the acts or omissions of any other Party, that other Party hereby agrees to reimburse to the UK Host Institution an amount up to the sum received by that Party from the UK Host Institution under or in connection with the Grant Award or this Collaboration Agreement together with any interest charged by the Funding Body thereon.
- 5.4. It is intended that the Project Partners will provide their respective contributions (if any) as stated in the Application for use in the Project, as set out in Schedule [1].
- 5.5. Subject to the foregoing provisions of this Clause 5, each Party shall be responsible for its own financial management of the Project in accordance

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with and to meet its respective roles and obligations in undertaking the Project.

## **6. PUBLICATION AND CONFIDENTIALITY PROCEDURES**

### **Confidentiality: the Overseas Host Institution**

- 6.1. Subject to Clauses 6.4 and 6.5 below, each Party will use its reasonable endeavours not to disclose or make available to any third party any Confidential Information, nor use for any purpose except as expressly permitted by this Collaboration Agreement, any of the other Party's Confidential Information.
- 6.2. No Party shall incur any obligation under Clause 6.1 above with respect to any Information which:
  - 6.2.1. is known to the receiving Party before the start of the Commencement Date and is not impressed already with any obligation of confidentiality to the disclosing Party; or
  - 6.2.2. is or becomes publicly known without the fault of the receiving Party; or
  - 6.2.3. is obtained by the receiving Party from a third party in circumstances where the receiving Party has no reason to believe that there has been a breach of any obligation of confidentiality owed to the disclosing Party; or
  - 6.2.4. is independently developed by the receiving Party; or
  - 6.2.5. is approved for release in writing by an authorised representative of the disclosing Party; or
  - 6.2.6. the receiving Party is specifically required to disclose in order to fulfil an order of any Court of competent jurisdiction provided that, in the case of a disclosure under the Freedom of Information Act 2000, the Freedom of Information (Scotland) Act 2002 or the Environmental Information Regulations 2004, none of the exemptions or exceptions in that Act or those Regulations applies to the Confidential Information.
- 6.3. If any Party receives a request under the Freedom of Information Act 2000, the Freedom of Information (Scotland) Act 2002 or the Environmental Information Regulations 2004 to disclose any Confidential Information, it will notify and consult with the other Parties. Each other Party will use its respective reasonable endeavours to respond within five working (5) days after receiving notice if the notice requests assistance in determining whether or not an exemption or exception under that Act or those Regulations applies.

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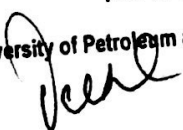


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## **Publications:**

- 6.4. The Parties acknowledge and agree that the carrying out of the Project is intended to further the primary charitable purposes of those Parties which are Higher Education Institutions, in particular the advancement of education (for the purposes of section 3(1) of the Charities Act 2011) through teaching and research and the publication of the useful results of such research. The Parties therefore further acknowledge and agree that there must be some element of public benefit (for the purposes of section 4 of the Charities Act 2011) arising from the Project, and that this is secured through the following sub-clauses:
- 6.4.1. Nothing contained in this Collaboration Agreement shall prevent or hinder the submission by any Party's registered student of any thesis to examiners in accordance with its normal academic regulations subject, where appropriate, to such examiners being bound by obligations of confidentiality no less onerous than those set out in this Clause 6, nor to the placing of such thesis in that Party's library provided that access to such thesis shall only be on a restricted basis and with obligations of confidentiality no less onerous than those set out in this Clause 6. Any restricted library access shall last no longer than is reasonably necessary and in any event not longer than one (1) year;
- 6.4.2. In accordance with normal academic practice, all employees, students, agents or appointees of the Parties (including those who work on the Project) shall be permitted, following the procedures laid down in Clause 6.5 below:
- 6.4.2.1. to publish the Results, jointly where applicable; and
- 6.4.2.2. in pursuance of the Parties' academic functions, to discuss work undertaken as part of the Project in internal seminars and to give instruction within their organisation on questions related to such work.
- 6.5. Each Party will use its reasonable endeavours to submit material intended for publication or public presentation (including, but not limited to, scientific publications, patent applications and public lectures) to the other Party in writing not less than thirty (30) days in advance of the submission for publication or public presentation. A reviewing Party may require the modification or amendment of the material if in its reasonable opinion modification or amendment is necessary to protect its Confidential Information to the reasonable satisfaction of that reviewing Party. A reviewing Party may also require the delay of the publication or presentation if in that reviewing Party's reasonable opinion the delay is necessary in order to seek patent or similar protection to any Arising IP owned by that reviewing Party. A delay imposed on submission for publication or presentation as a consequence of a requirement made by a receiving Party shall not last longer than is reasonably necessary for the reviewing Party to obtain the required protection and shall not exceed six (6) months from the date of receipt of the

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material by the reviewing Party (save that the first Party will not unreasonably refuse a request from the receiving Party for additional delay in the event that intellectual property rights would otherwise be lost). Notification of the requirement for delay in submission for publication must be received by the first Party within twenty (20) days after the receipt of the material by the receiving Party, failing which the first Party shall be entitled to assume that the reviewing Party has no objection to the proposed publication or public presentation of the material.

- 6.6. Neither Party shall use the name and logo(s) of the other Party in any publication, materials or activities unless it has first obtained the prior written approval of the other Party (or such other party who owns the name and/or logo(s) of that Party). Where a Party gives such approval, the other Party shall comply with such branding guidelines as the first Party may issue from time to time.
- 6.7. The provisions of Clauses 6.1 and 6.2 above shall survive for a period of three (3) years from the expiry or termination of this Collaboration Agreement. The provisions of Clause 6.5 above shall survive for a period of one (1) year from the expiry or termination of this Collaboration Agreement.

## **7. IMPACT**

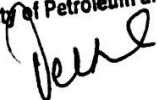
- 7.1. The Parties acknowledge and agree that each of them is generally required by the Funding Body and their other respective funders to demonstrate their Impact. Consequently the Parties agree to co-operate and comply with all reasonable requests made by any other Party to provide such Information (excluding any Confidential Information) as the requesting Party may reasonably require to address the requirements placed on the requesting Party for this purpose. Such Information may include (without limitation) data, reports or case studies about the Impact arising from the Project.

## **8. INTELLECTUAL PROPERTY RIGHTS**

### **Background IPR**

- 8.1. For the avoidance of doubt all Background Intellectual Property used in connection with the Project shall remain the property of the Party introducing the same. No Party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background Intellectual Property of the other Party except in accordance with this Collaboration Agreement. Each Party acknowledges and confirms that nothing contained in this Collaboration Agreement shall give it any right, title or interest in or to the Background Intellectual Property of the other Parties save as granted by this Collaboration Agreement. Each Party agrees that any improvements or modifications to any Party's Background Intellectual Property arising from the Project which are not severable from that Background Intellectual Property will be deemed to form part of that Party's Background Intellectual Property.

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- 8.2. Each Party grants to the other Party an irrevocable, royalty-free, non-exclusive licence for during the Project Period to use its Background Intellectual Property for the purpose of carrying out the Project, for its own academic and research purposes (including teaching and research and development) but not for commercial exploitation and subject always to any existing third party rights. No Party may assign or grant any sub-licence over or in respect of any other Party's Background Intellectual Property or Arising Intellectual Property without that Party's prior written consent save that the UK Host Institution shall be entitled to grant rights to the Funding Body to the extent required under the Grant Award.

#### **Arising IPR**

- 8.3. Each Party shall own the Arising Intellectual Property generated by its employees, students and/or agents under the Project and shall ensure that it secures ownership of such Arising Intellectual Property from its employees, students and agents. Subject to the terms of the Grant Award, the Party owning any Arising Intellectual Property shall be entitled to use and exploit such Arising Intellectual Property as that Party sees fit (but subject always to Clauses 8.5, 8.7 8.8 and 8.9 below).
- 8.4. Each Party shall promptly disclose to the other(s) all Arising Intellectual Property generated by it and each Party shall co-operate, where required, in relation to the preparation and prosecution of patent applications and any other applications relating to Arising Intellectual Property.
- 8.5. Each Party is hereby granted an irrevocable, royalty-free non-exclusive right to use all Arising Intellectual Property created or generated in the course of the Project for its own academic and research purposes (including teaching and research and development involving projects funded by third parties provided that those parties gain or claim no rights to such Arising Intellectual Property) but not for commercial exploitation and subject always to any existing third party rights. No Party may assign or grant any sub-licence over or in respect of any other Party's Arising Intellectual Property.
- 8.6. If any Party ("**Exercising Party**") requires the use of Background Intellectual Property of any other Party ("**Other Party**") in order to exercise its rights in Arising Intellectual Property (whether solely or jointly owned) then, provided that the Other Party is free to license the Background Intellectual Property in question, the Other Party will not unreasonably refuse to grant or delay granting a licence to the Exercising Party on fair and reasonable terms to be agreed so that the Exercising Party may use such Background Intellectual Property for the purpose of exercising its rights in Arising Intellectual Property.

#### **Joint owners**

- 8.7. Where any Arising Intellectual Property is created or generated by two or more Parties jointly and it is impossible to segregate each Party's intellectual contribution to the creation or generation of the Arising Intellectual Property, the Arising Intellectual Property will be jointly owned by those Parties in equal shares unless otherwise agreed in writing between them. The owners may

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take such steps as they may decide from time to time, to register and maintain any protection for that Arising Intellectual Property, including filing and prosecuting patent applications for that Arising Intellectual Property (or any of it), and taking any action in respect of any alleged, threatened or actual infringement of that Arising Intellectual Property (or any of it). If one or more of the owners does not wish to take any such step or action, the other owner(s) may do so at their own expense, and the owner not wishing to take such steps or action will provide, at the expense of the owner(s) making the request, any assistance that is reasonably requested of it.

- 8.8. Any joint owner of any of the Arising Intellectual Property may deal with and exploit that Arising Intellectual Property as though it were the sole owner, without being required to account to any other joint owner for any share in the revenues generated by that dealing or exploitation, provided that no joint owner may disclose to any third party or grant to any third party any rights that detract from or prejudice any other joint owner's right to deal with any jointly owned Arising Intellectual Property as it sees fit.

#### **Rights of Funding Body**

- 8.9. If and to the extent required under the Grant Award, the Funding Body may require the Overseas Host Institution and/or the UK Host Institution to grant it a licence to exploit any Arising Intellectual Property arising from the Grant so that the Funding Body can arrange for such Arising Intellectual Property to be exploited for the wider public benefit, should the Funding Body consider (in its absolute discretion) that such Arising Intellectual Property is not being, or is not capable of being, properly exploited by the Overseas Host Institution and the UK Host Institution under this Collaboration Agreement.

#### **9. WITHDRAWAL**

- 9.1. Any Party ("**Withdrawing Party**") may withdraw from the Project if (a) that Party has given not less than twelve (12) months written notice to the other Parties (or such shorter period as the other Parties may agree in writing) or Clause 9.2 below applies, provided always that the Party shall:
- 9.1.1. shall consult with the other Parties promptly and in any event within three (3) months of giving notice of its withdrawal;
  - 9.1.2. shall co-operate with the other Parties in seeking to agree the effective date of withdrawal.
  - 9.1.3. shall not by its withdrawal be relieved from:
    - 9.1.3.1. any of its obligations under this Collaboration Agreement which are intended to survive such event;
    - 9.1.3.2. its responsibilities under this Collaboration Agreement in respect of its Allocated Work on the Project which has been carried out (or which should have been carried out up to the effective date of withdrawal); or

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9.1.3.3. any of its obligations or liabilities arising out of its withdrawal.

- 9.2. A Party may withdraw its part in this Collaboration Agreement (but subject to Clauses 9.1.1 to 9.1.3 above) by giving not less than ninety (90) days' prior written notice to the UK Host Institution of its intention to terminate if any Party (other than itself) commits a material breach of its obligations under the terms of this Collaboration Agreement, or is persistently in breach of its obligations under this Collaboration Agreement in such a manner that the Withdrawing Party is hindered in its ability or capacity to carry out its own obligations under or in connection with the Project. The notice shall include a detailed statement describing the breach or breaches. If the breach is capable of being remedied and is remedied within the ninety (90) day notice period, then the termination shall not take effect. If the breach is of a nature such that it can be fully remedied but not within the ninety (90) day notice period, then termination shall also not be effective if the Party involved genuinely begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully. If the breach is incapable of remedy, or a persistent breach, then the termination shall take effect at the end of the ninety (90) day notice period in any event.
- 9.3. In the event of any withdrawal under Clause 9.1 or Clause 9.2 above, the UK Host Institution in collaboration with the other Parties will use its reasonable endeavours to reallocate the obligations of the Withdrawing Party under this Collaboration Agreement to (i) one or more of the remaining Parties and/or (ii) any third parties acceptable to the remaining Parties to this Collaboration Agreement and the Funding Body, provided that (in the case of any third parties) each such third party agrees to be bound by the terms of this Collaboration Agreement in accordance with Clause 3.7 above. Where one of the principal reasons for withdrawal is that the Withdrawing Party's Allocated Work is no longer viable or justified, the UK Host Institution will consult with the Funding Body about the reallocation or reimbursement of funds in accordance with the Grant Award.
- 9.4. For the purposes of this Clause 9.4 "**Withdrawal Date**" shall be the date agreed pursuant to Clause 9.1.2 above or, absent such agreement, the date on which the notice of withdrawal takes effect in accordance with Clause 9.1 or 9.2 above. The Withdrawing Party shall only be entitled to recover those of its costs legitimately incurred and committed in connection with the Project up to the Withdrawal Date and to the extent agreed by the Funding Body, and the Withdrawing Party shall from the Withdrawal Date comply with the following:
- 9.4.1. All rights granted to the other Parties in respect of the Withdrawing Party's Background Intellectual Property under this Collaboration Agreement shall continue for Project Period subject to the restrictions set out in this Collaboration Agreement;
- 9.4.2. To the extent that exploitation of any other Party's or Parties' Arising Intellectual Property is dependent upon the Withdrawing Party's Background Intellectual Property, then the Withdrawing Party shall, to the extent that it is permitted to do so, grant to the other Party or

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Parties a non-exclusive licence to such Background Intellectual Property on fair and reasonable terms to be agreed between them;

9.4.3. The Withdrawing Party shall grant to the other Parties a non-exclusive, royalty-free licence to use the Withdrawing Party's Arising Intellectual Property for the purposes of carrying out the Project. For the avoidance of doubt, any exploitation of the Withdrawing Party's Arising Intellectual Property will be dealt with in accordance with Clauses 8.4 and 8.5 above;

9.4.4. All rights acquired by the Withdrawing Party to the Background Intellectual Property and the Arising Intellectual Property of the other Parties shall cease immediately other than in respect of the Withdrawing Party's interest in any jointly owned Background Intellectual Property or Arising Intellectual Property; and

9.4.5. Such other conditions (if any) as may be agreed between the Parties pursuant to Clause 9.1 above.

## 10. TERMINATION

10.1. A Party ("**Defaulting Party**") may have its part in this Collaboration Agreement terminated in accordance with this Clause 10.1:

10.1.1. If the Defaulting Party (a) commits a material breach of its obligations under the terms of this Collaboration Agreement, or (b) is persistently in breach of its obligations under this Collaboration Agreement in such a manner that any other Party is hindered in its ability or capacity to carry out its own obligations under or in connection with the Project, then any Party (other than itself) may give the Defaulting Party not less than ninety (90) days' written notice of termination. The notice shall include a detailed statement describing the breach or breaches. If the breach is capable of being remedied and is remedied within the notice period, then the termination shall not take effect. If the breach is of a nature such that it can be fully remedied but not within the notice period, then termination shall also not be effective if the Defaulting Party genuinely begins to remedy the breach within that period, and continues diligently to remedy the breach until it is remedied fully. If the breach is incapable of remedy, or in the case of persistent breach, then the termination shall take effect at the end of the notice period in any event.

10.1.2. Any Party (other than itself) may give the Defaulting Party written notice immediately terminating its part if:


10.1.2.1. the Defaulting party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

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- 10.1.2.2. the Defaulting Party passes a resolution for its winding-up or dissolution;
  - 10.1.2.3. a court of competent jurisdiction makes an order for the Defaulting Party's winding-up or dissolution; or appoints an administrator over the Defaulting Party;
  - 10.1.2.4. any party (i) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, the Defaulting Party; or (ii) makes an arrangement or composition with any class of creditors or its creditors generally; or (iii) makes an application to a court of competent jurisdiction for protection from its creditors generally;
  - 10.1.2.5. the Defaulting Party suffers or undergoes any occurrence reasonably equivalent to those in Clauses 10.1.2.1 to 10.1.2.4 above in any other jurisdiction to which it or its business is subject;
  - 10.1.2.6. the Defaulting Party undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010);
  - 10.1.2.7. the Defaulting party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 10.2. All rights acquired by the Defaulting Party to any Background Intellectual Property and Arising Intellectual Property of any other Party shall cease immediately other than in respect of the Defaulting Party's interest in any jointly owned Background Intellectual Property or Arising Intellectual Property; the Defaulting Party shall, however, continue to comply with the obligations under Clause 9.4 above.
- 10.3. Each Party shall promptly notify the other Parties (or if any other Party becomes aware, it may notify the other Parties) if at any time any of its Key Personnel is unable or unwilling to continue the direction and supervision of the Allocated Work. Within sixty (60) days giving such notice that Party shall nominate a successor to replace its Key Personnel. The other Parties will not decline unreasonably to accept the nominated successor. However, if the successor is not acceptable on reasonable and substantial grounds, then (unless it within that same period it nominates an alternative successor who is acceptable) the relevant Party may be asked to give notice of withdrawal under Clause 9.1 above and, if that Party declines to do so promptly, it shall be in material breach of this Collaboration Agreement and any other Party may terminate that Party's part in this Collaboration Agreement in accordance with Clause 10.1 above.
- 10.4. This Collaboration Agreement shall terminate automatically if it does so under or in accordance with the provisions of the Grant Award.

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- 10.5. Without prejudice to Clause 10.4 above, if the Parties reasonably agree that there are no longer valid reasons for continuing with the Project, they may, by unanimous consent in writing, terminate this Collaboration Agreement. In the event of such termination each Party shall be reimbursed for all costs and non-cancellable commitments properly charged in accordance with this Collaboration Agreement and incurred or committed up to the effective date of termination, provided that such funds have been or are able to be recovered from the Funding Body. For the avoidance of doubt, no Party shall be required to contribute to any losses suffered by any other Party in circumstances where costs or commitment have not been recovered from the Funding Body.
- 10.6. The Parties' obligations at Clause 3 above shall cease to apply upon expiry of the Project Period or the effective date of termination of this Collaboration Agreement.

## **11. WARRANTIES**

- 11.1. Each Party represents and warrants that it has the power to enter into this Collaboration Agreement and has duly authorised its execution.
- 11.2. The Overseas Host Institution represents and warrants to the UK Host Institution that it has, and will continue to have throughout the Project Period:
- 11.2.1. sufficient resources, staffing and expertise;
  - 11.2.2. all necessary policies, procedures and processes (including, without limitation, in relation to research ethics and governance; health and safety standards; environmental protection; data protection and security; financial management, accounting and auditing; the prevention of fraud, bribery and corruption); and
  - 11.2.3. all necessary registrations, accreditations, consents, permissions and licences;
- to oversee and deliver the Project in accordance with the Grant Award.
- 11.3. No Party makes any representation or warranty that advice or Information given by any of its employees, students, agents or appointees who work on the Project, or the content or use of any materials, works or Information provided in connection with the Project, will not constitute or result in infringement of third-party rights.
- 11.4. No Party accepts any responsibility for any use, which may be made of any work carried out under or pursuant to this Collaboration Agreement, or of any results of the Project, nor for any reliance which may be placed on such work or results, nor for advice or Information given in connection with them.

## **12. LIABILITY AND INDEMNITY**

- 12.1. Notwithstanding any provision in this Collaboration Agreement to the contrary, nothing in this Collaboration Agreement shall exclude or limit liability for:



- 12.1.1. death or personal injury resulting from negligence; or
- 12.1.2. any fraud or fraudulent misrepresentation; or
- 12.1.3. any other kind of liability which cannot lawfully be excluded or limited.
- 12.2. Subject to Clause 12.1 above, no Party shall be liable under or in connection with this Collaboration Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit or revenue, loss of business or contracts, loss of chance or opportunity or for any indirect or consequential loss.
- 12.3. Subject to Clauses 5.3, 12.1 and 12.2 above, each Party's total and aggregate liability under or in connection with this Collaboration Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to the sum of the monies received or to be received by that Party for its Allocated Work under this Collaboration Agreement, as set out in Schedule [3].
- 12.4. Subject to Clause 12.1 above, the liability of each Party's employees, students, agents or appointees under or in connection with this Collaboration Agreement is hereby expressly excluded and the Parties undertake to make no claim in connection with this Collaboration Agreement or its subject matter against any employees, students, agents or appointees of any other Party. This Clause 12.4 is intended to give protection to individuals working on the Project but is in no way intended to restrict or prejudice any rights or remedies which a Party might have to claim against any other Party.
- 12.5. Notwithstanding any provision in this Collaboration Agreement to the contrary, the Overseas Host Institution shall indemnify, keep indemnified and hold harmless the UK Host Institution in full in respect of or against any and all losses, damages, costs, penalties, expenses (including legal expenses), claims, demands and liabilities of any kind suffered or incurred by the UK Host Institution arising out of or in connection with any breach by the Overseas Host Institution of any warranty at Clause 11 above.

### **13. FORCE MAJEURE**

- 13.1. No Party shall not be liable for failure to perform its obligations under this Collaboration Agreement on time or at all, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Collaboration Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party (excluding an obligation to make payment).
- 13.2. If a Party affected by such an occurrence causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall, in consultation with the Funding Body, discuss whether continuation of the Project is viable, or whether the Project and this Collaboration Agreement should be terminated.

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## **14. NOTICES**

14.1. A notice given to any Party under or in connection with this Collaboration Agreement shall be in writing and sent to that Party for the attention of the person and at the address or email address number set out below (or such other person, address or email address as that Party may notifies to the other Parties from time to time in writing):

14.1.1. To Northumbria (in relation to all non-legal notices e.g. notices and other communications relating to the Project):

Name: Dr Sanjay Bhowmick

Address: Faculty of Business and Law, University of Northumbria at Newcastle, Newcastle upon Tyne, NE1 8ST

Email address: sanjay.bhowmick@northumbria.ac.uk

14.1.2. To Northumbria (in relation to all legal notices):

Name: Head of Legal

Address: Legal Services, Vice Chancellor's Office, University of Northumbria at Newcastle, Pandon Building, Camden Street, Newcastle upon Tyne, NE1 8ST

Email address: vc.legal.services@northumbria.ac.uk

14.1.3. To UPES:

Name: Dr Prassom Dwivedi

Address: UPES, 2<sup>nd</sup> Floor, 210, Okhla Industrial Estate, Phase III, New Delhi - 110020

Email address: pdwivedi@ddn.upes.ac.in

14.2. For the purpose of Clause 14.1 above a notice delivered by hand to the correct address shall be deemed received at the time of delivery, or if sent by pre-paid first class to the correct address no later than 48 hours following its postage, or if sent by email to the correct email address no later than 24 hours following its sending; provided that, if deemed receipt would occur outside normal business hours (being 9.00am to 5.00pm on a Business Day), the deemed time of receipt shall be at 9.00am on the next following Business Day.

14.3. This Clause 14 does not apply to the service of any proceedings or other documents in any legal action or arbitration.

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## **15. DISPUTE RESOLUTION**

- 15.1. If any dispute arises out of or in connection with this Collaboration Agreement, the Parties will first attempt to resolve the matter informally through designated senior representatives of each Party to the dispute, who are not otherwise involved with the Project or the subject matter of the dispute.
- 15.2. If the Parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing, they will attempt to settle it by either of the following:
- 15.2.1. mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. To initiate mediation a Party must give notice in writing to the other Parties to the dispute requesting mediation pursuant to the Model Procedure. A copy of the request shall also be sent to CEDR. The mediation shall be before a single, jointly agreed upon, mediator.
  - 15.2.2. reference to the jurisdiction of the courts in England. In this event each of the Parties shall have the right to commence proceedings in any other jurisdiction for the purposes of enforcing a judgement or order made by the courts in England.
- 15.3. If the Parties are unable to select a mutually agreeable mediator or cannot agree on the forum in which any dispute is to be held within sixty (60) days of a dispute being notified, then the provisions of Clause 15.2.2 above shall apply.

## **16. GENERAL**

- 16.1. No Party will assign its rights or obligations under this Collaboration Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld or delayed.
- 16.2. Nothing in this Collaboration Agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.
- 16.3. Each Party shall ensure that it has well defined arrangements for investigating and resolving allegations of research misconduct. Where an allegation of research misconduct arises in respect of an individual's participation in or involvement with the Project and leads to a formal investigation, the relevant Party shall notify the UK Host Institution and the Funding Body in writing of the investigation and its outcome. Where an allegation of research misconduct arises in respect of several individuals' participation or involvement in the Project, the relevant Parties will work together to determine how the allegation will be investigated and, following the outcome, how it is reported.
- 16.4. No Party shall use the name, logo or trademark of any other Party or the name of any of its staff, students, agents or appointees in any press release

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or product advertising, or for any other commercial purpose, without the prior written consent of the relevant Party or Parties.

- 16.5. If any one or more clauses or sub-clauses of this Collaboration Agreement would result in this Collaboration Agreement being prohibited pursuant to any applicable competition law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Collaboration Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.
- 16.6. This Collaboration Agreement and its Schedules (which are incorporated into and made a part of this Collaboration Agreement) constitute the entire agreement between the Parties for the Project and no statements or representations made by any Party have been relied upon by the other in entering into this Collaboration Agreement.
- 16.7. No variation or amendment to this Collaboration Agreement shall be effective unless made in writing and signed by each Party (or its authorised representative).
- 16.8. If the whole or any part of any provision of this Collaboration Agreement is void or unenforceable in any jurisdiction, the other provisions of this Collaboration Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.
- 16.9. Except as otherwise expressly provided for herein, the Parties confirm that nothing in this Collaboration Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Collaboration Agreement for the purposes of the Grant Awards (Rights of Third Parties) Act 1999.
- 16.10. This Collaboration Agreement shall be governed by English law and (subject to Clause 15 above) the English courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Collaboration Agreement.
- 16.11. This Collaboration Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute an original of this Collaboration Agreement, but all counterparts will together constitute the same agreement. No counterpart will be effective until each Party has executed and delivered at least one counterpart.

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EXECUTED as an agreement on the date first shown above.

**SIGNED for and on behalf of University  
of Newcastle at Northumbria**

Name: Robert Wiggins

Position: Faculty Business Manager

Signature:



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

Name: Dr. Viree Dutta

Position: Registrar

Signature: Viree

**Schedules:**

- |              |                                       |
|--------------|---------------------------------------|
| Schedule 1:  | The Application                       |
| Schedule 2:  | The Grant Offer Letter                |
| Schedule 2A: | The General Grant Conditions          |
| Schedule 3:  | Breakdown of costs to Parties         |
| Schedule 4:  | Project Partner collaboration letters |
| Schedule 5:  | Accession                             |



**DOCUMENT REVIEW AND APPROVAL FORM**

Type of Document / Contract: AGREEMENT

Supplier/Vendor/Other/s: University of Northumbria At Newcastle

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

Effective Date: Nov \_\_\_\_, 2018 Expiration Date: until the end of the Project ☐ Automatic renewals

Short Description / Purpose: UPES has received an international grant of £ 25,000 from Academy of Medical Sciences, United Kingdom.

**Part I (Finance / Treasury)**

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

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

Budgeted ☐ Yes ☐ No ☐ N/A

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

☐ Op. Ex. Multiple Payments:

# of Payments: \_\_\_\_\_ Start Date: \_\_\_\_\_

Amount of each Payment: \_\_\_\_\_ From: \_\_\_\_\_  
To: \_\_\_\_\_

☐ Cap. Ex. Amount: \_\_\_\_\_

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

**Part II (Checklist)**

Internal Comments Received from Project Team? ☐ Yes ☐ No

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

Bid Submitted? ☐ Yes ☐ No ☐ N/A

# REVIEWS & APPROVALS

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

|           | Required?  | Name                | Title               | Date         | Signature & Comments   |
|-----------|--|---------------------|---------------------|--------------|--|
| Initiator | X  | Dr. Prasoom Dwivedi | Professor-Economics | Oct 23, 2018 | <i>Prasoom Dwivedi</i><br><input type="checkbox"/> e-mail attached |
| Treasury  | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A            |                     |                     |              | <input type="checkbox"/> e-mail attached                           |
| Legal     | <input checked="" type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A | Baij Nath           | AD-Legal            | Oct 25, 2018 | <i>Baij Nath</i><br><input type="checkbox"/> e-mail attached       |
| Tax       | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A            |                     |                     |              | <input type="checkbox"/> e-mail attached                           |
| Finance   | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A            |                     |                     |              | <input type="checkbox"/> e-mail attached                           |
| Academic  | <input type="checkbox"/>   |                     |                     |              |  |

|                       |   |               |              |              |  |
|-----------------------|---|---------------|--------------|--------------|--|
|                       | <input type="checkbox"/> N/A  |               |              |              |  |
|                       | <b>Required?</b>  |               | <b>Title</b> | <b>Date</b>  | <b>Signature &amp; Comments</b>            |
| Accounting            | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A | Sanjeev Goyal | FO           | Oct 27, 2018 | <input type="checkbox"/> e-mail attached ✓ |
| Marketing             | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> N/A                                       |               |              |              | <input type="checkbox"/> e-mail attached   |
| CFO                   | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A | Navneet Mehta | Interim CFO  | Oct 28, 2018 | <input type="checkbox"/> e-mail attached   |
| President/<br>CEO     | <input type="checkbox"/> President<br><input type="checkbox"/> CEO<br><input type="checkbox"/> N/A                                      |               |              |              | <input type="checkbox"/> e-mail attached   |
| Capital<br>Committee  | <input type="checkbox"/><br><input type="checkbox"/> N/A  |               |              |              | <input type="checkbox"/> e-mail attached   |
| Board of<br>Directors | <input type="checkbox"/><br><input type="checkbox"/> N/A  |               |              |              | <input type="checkbox"/> e-mail attached   |

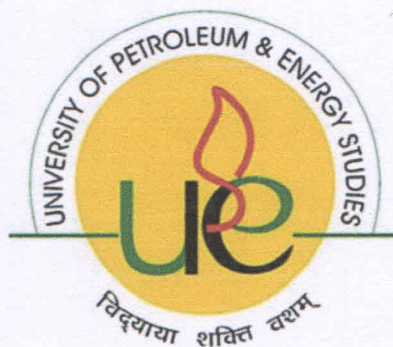


# Memorandum of Understanding

between



**Indian Air Force**  
**And**



**University of Petroleum & Energy Studies, Dehradun**

**Date: 28<sup>th</sup> February 2019**



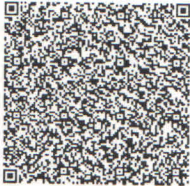
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

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|---------------------------|--|
| Certificate No.           | : IN-DL48424679331051R                 |
| Certificate Issued Date   | : 23-Feb-2019 01:46 PM                 |
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| Unique Doc. Reference     | : SUBIN-DL88940302699894990819R        |
| Purchased by              | : UPES                                 |
| Description of Document   | : Article 5 General Agreement          |
| Property Description      | : Not Applicable                       |
| Consideration Price (Rs.) | : 0<br>(Zero)                          |
| First Party               | : UPES                                 |
| Second Party              | : Not Applicable                       |
| Stamp Duty Paid By        | : UPES                                 |
| Stamp Duty Amount(Rs.)    | : 100<br>(One Hundred only)            |



Please write or type below this line.

### Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as MoU) is made and entered into on **28<sup>th</sup> February 2019**.

### BETWEEN

**Indian Air Force** (hereinafter referred to IAF) on ONE PART

**For University of Petroleum and Energy Studies**

*[Signature]*  
Registrar

(एल. एन. शर्मा)/(L N Sharma)  
एयर वाइस मार्शल/Air Vice Marshal  
ए.सी. ए.एस. (शिक्षा)/ACAS (Edn)  
शिक्षा निदेशालय/Dte of Education  
वायु सेना मुख्यालय (आर के पुरम)/Air HQ (RKP)  
नई दिल्ली/New Delhi-110 066

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AND

University of Petroleum and Energy Studies, a university established under Act, 2003, enacted by the State of Uttarakhand (India), having University Campuses at Villages Bidholi and Kandoli, Dehradun, Uttarakhand (India) and Corporate office at 2<sup>nd</sup> Floor, 210, Okhla Industrial Estate, Phase III, New Delhi - 110020, (hereinafter called as "UPES") through its Registrar, **Dr.Veena Dutta**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns, on OTHER PART

WHEREAS IAF and UPES shall hereinafter jointly be referred to as the "Parties" and individually as the "Party".

WHEREAS IAF is a Central Government organisation of India with its Head Office at Air Headquarter (**RK Puram**), New Delhi – **110066**, hereinafter referred to as 'IAF' which expression shall, where the context so admits includes its successors and permitted assigns.

WHEREAS UPES is a University of Petroleum & Energy Studies is recognized by University Grants Commission (UGC) under section 2(f) of the UGC Act, 1956 which is duly accredited by National Assessment and Accreditation Council (NAAC) . UPES is also recognised as a "Research Institution" by the Department of Scientific and Industrial Research (DSIR), Ministry of Science and Technology, Government of India to receive grants under DSIR system and an ISO 9001; 2008 complaint institution.

WHEREAS IAF is involved in operations, research and training, in all aspects of Aviation, Aeronautics, Management, Engineering, Science and Technology, Meteorology, Administration, Aviation, Medicine, Logistics and Legal Studies.

AND WHEREAS UPES is involved in teaching, research and training in all the discipline of Aviation, Aerospace Engineering, Airport Operations, Geology, Petroleum Exploration, Law and Management studies and allied fields at its Campus, Dehradun.

AND WHEREAS the parties have agreed to collaborate with the objective of promoting interaction in mutually beneficial areas and provide a formal basis for initiating interaction.

AND WHEREAS is has been considered expedient to agree in writing to participate jointly in undertaking research activities, research projects, and training programs as per the expertise and logistics available with the parties.

NOW THEREFORE, in consideration of the mutual understandings set forth herein, the Parties hereto hereby enter into this MOU, as follows:

#### Article 1: Scope

- 1.1 The Part Time Ph D program proposed to be offered to IAF Officers under this MOU is as per the extant statutes of the University.

For University of Petroleum and Energy Studies

  
Registrar







- 1.2 Research Projects/activities leading to award of the PhD to IAF Officers by UPES or otherwise.
- 1.3 Offer Programs to IAF Officers during their study leaves.
- 1.4 Offering a customized MBA/ M.Tech to the Merit holder IAF Officers on the campus.
- 1.5 Local hospitality (transportation and Guest House accommodation) for short term visits by researches, subjects to availability of guest house accommodation.

## **Article 2: Areas of academic and research collaboration**

- 2.1 Indian Air Force primarily focuses on education and training of all IAF personnel. R&D activities at IAF are focused on the following key areas.
  - (a) Aviation
  - (b) Aeronautics
  - (c) Engineering
  - (d) Management
  - (e) Science and Technology
  - (f) Legal Studies
  - (g) Logistics and Supply

## **Article 3: Exchange of Information**

3.1 The parties shall take all measures to protect the secrecy of and avoid disclosure and unauthorized use of the information which is confidential and outside the public domain. The term "information" used herein shall include scientific or technical data, results and methods of investigation and other information intended to be provided, exchange, or arising under ongoing and new project descriptions entered into this MoU.

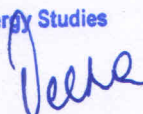
## **Article 4: Exchange of Research samples & records**

4.1 Sample & records collected by and exchange between the parties for research purpose shall not be transferred to any third party for research and commercial purposes without mutual consent and that the unutilized portions of such samples and records must be sent back the Coordinators identified under Article 8.1.

## **Article 5: Confidentiality**

5.1 Each party shall hold in confidence and shall not divulge, disclose or communicate to any third party any confidential information of a written or oral nature, which is received by it from the other party.

For University of Petroleum and Energy Studies

  
Registrar

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(एल एन शर्मा)/(L N Sharma)  
एयर वाइस मार्शल/Air Vice Marshal  
ए सी ए एस (शिक्षा)/ACAS (Edn)  
शिक्षा निदेशालय/Dte of Education  
वायु सेना मुख्यालय (आर के पुरम)/Air HQ (RKP)  
नई दिल्ली/New Delhi-110 066





5.2 No Party shall use any of the confidential information, which it is required to hold in confidence for any purpose other than performance of its obligations under this agreement.

5.3 The conditions of confidentiality, as mentioned under this Article shall be effective from the date of execution hereof and shall be valid for and during the tenure of collaboration, subject to its termination or other determination, as prescribed under this MOU. These covenants shall, however, survive termination of this MOU and suspension of any obligation under this MOU as per terms set out herein.

5.4 Any data, information or paper that IAF perceives to be of confidential nature and likely to compromise the national security or divulge sensitive information will be kept with IAF. IAF will have the sole discretion on whether to share such information with UPES or any third party.

#### Article 6: Validity

6.1 This MoU shall come into force on the date of notification after it is signed by the authorised signatories and ratified by competent bodies of the respective parties.

6.2 The term of this MoU shall be for five (5) years, unless extended by mutual written agreement at the end of its stated tenure. It may be amended by mutual written agreement of the parties. Either Party may terminate this MoU by giving three months written notice to other Party.

6.3 Either party shall be entitled to terminate the agreement in case of breach by either party in not adhering to stipulation provided herein after giving notice of thirty (30) days to cure such breach and the party having failed and neglected to rectify the breach thereof after the notice.

#### Article 7: Joint Research Committee

7.1 IAF and UPES each shall appoint, at their sole discretion, three members to the JRC. Replacements may be appointed at any time by notice to the other party, initially the members shall be:

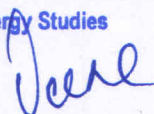
- (a) IAF : **Assistant Chief of the Air Staff(Education), IAF**  
**Gp Capt Edn(Courses), IAF**  
**Wg Cdr Edn(Courses), IAF**
- (b) UPES : **Dr. SJ Chopra Chancellor, UPES**  
**Dr. Kamal Bansal, Dean Academic Innovation, UPES**  
**Dr. Jitendra Kumar Pandey, Associate Dean Research**

7.2 The Chairman shall be appointed by the mutual consent of the member in JRC.

7.3 The JRC shall conduct meetings at least twice a year or more as may be required.

7.4 The JRC shall be responsible, throughout the term herein, for reviewing the Ph.D, teaching and other programmes and revising it as and when necessary.

For University of Petroleum and Energy Studies

  
Registrar

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(एल एन शर्मा)/(L N Sharma)  
एयर वाइस मार्शल/Air Vice Marshal  
ए सी ए एस (शिक्षा)/ACAS (Edn)  
शिक्षा निदेशालय/Dte of Education  
वायु सेना मुख्यालय (आर के पुरम)/Air HQ (RKP)  
नई दिल्ली/New Delhi-110 066





## Article 8: Implementation

8.1 To manage the execution of this agreement, each party shall designate 1 [one] person to serve as coordinator

- (a) IAF : Gp Capt Edn(Courses), IAF
- (b) UPES : Dr. Jitendra Kumar Pandey, Associate Dean Research

## Article 9: Amendments

9.1 This MoU represents the entire understanding between the parties and superseded any and all understandings either oral or written hitherto with respect to the subject matter of this understanding.

9.2 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties and specifically stating the same to be an amendment of the MoU. The modifications/changes shall become part of this understanding and shall be effective from the date on which they are made / executed , unless otherwise agreed to.

## Article 10: Assignment

10.1 This MoU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this agreement or rights or obligations rising hereunder, either wholly or in part, to any third party.

## Article 11: Non Exclusivity

11.1 The relationship of the parties under this understanding shall be non-exclusive and both parties are free to enter with any other entity on similar arrangements.

## Article 12: Relationship

12.1 Nothing in this understanding shall be construed to mark party a partner, an agent or legal representative of the other for any purpose.

## Article 13: General Provisions

13.1 All aspects of the Part Time Ph D program will be governed by relevant notifications issued from time to time by the University and as stipulated in the Regulations.

13.2 Research publications and commercially exploitable innovations arising out of the joint research projects and other research activities will be jointly published or patented as appropriate, subject to IAF having no objection on aspects of national security and sensitivity of the content. Cost incurred for patenting purposes as well as royalties arising out of these shall be equally shared between the parties.

13.3 There shall be an exchange of scientists, academic staff, research scholars and students of the parties for academic and research purposes.

For University of Petroleum and Energy Studies

Registrar

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(एल एन शर्मा)/(L N Sharma)  
एयर वाइस मार्शल/Air Vice Marshal  
ए सी ए एस (शिक्षा)/ACAS (Edn)  
शिक्षा निदेशालय/DtE of Education  
वायु सेना मुख्यालय (आर के पुरम)/Air HQ (RKP)  
नई दिल्ली/New Delhi-110 066





13.4 Each party shall bear the respective costs of carrying out the obligations under this MoU. Neither party shall make a claim against the other party for any expenditure unless such expenditure has been agreed upon in writing between the parties.

13.5 IAF faculty to be involved in teaching and research at UPES shall be accorded guest faculty status and facilities without any financial commitment. If need be, Ex-IAF Faculty / Subject Experts may also be involved in teaching.

13.6 In case of a students pursuing for the Ph D degree at UPES with some part of his research work to be conducted at IAF, a scientist of IAF shall act as a co-supervisor. IAF Research Scholars shall be treated at par with UPES Research Scholars for the purpose of registration and will be awarded a fee waiver of 50% of the semester fees

13.7 Field related expenses of a Ph.D candidate shall be borne by the candidate. However, the expenses related to the Supervisor/ co-supervisor (from IAF) shall be borne by IAF as major part of the Ph.D dissertation work is being carried out at IAF with the supervision of IAF officer.

13.8 Any notice or report required or permitted to be given under this agreement shall be in writing and shall be sent by expedited delivery or tele-copied and confirmed by mailing, as follows and shall be effective three (3) days after such delivery:

If to IAF: **Assistant Chief of the Air Staff (Education), IAF**

If to UPES: **Registrar, UPES**

#### **Article 14: Arbitration**

14.1 In case of any dispute between the contracting parties, it would be amicably settled by mutual discussions. In case of any dispute remaining unresolved it would be referred to the Arbitrator appointed by Air Officer Personnel(AOP), Air HQ (VB), IAF & the Registrar, UPES. The Arbitration proceeding shall be conducted in terms of Arbitration & Conciliation Act, 1996 and/ or any statutory modification or re-enactment thereof and the venue of the Arbitration proceedings shall be at Delhi and language of Arbitration shall be in English. The expenses of the Arbitration proceedings shall be borne equally by the Parties or as may be decided by the Arbitrator.

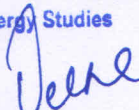
The Parties specifically agree that in respect of this Arbitration Proceedings or any Oder/Award passed by the Sole Arbitrator, the same shall be subject to the exclusive jurisdiction of the Courts in Delhi.

#### **GOVERNING LAW**

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

15.2 This MOU has been executed in two originals, one of which has been retained by IAF and the other by UPES, each copy being an official version of the agreement and having equal legal validity. In witness whereof, the parties have executed this MOU and represent that they approve, accept and agree to term contained herein.

For University of Petroleum and Energy Studies

  
Registrar

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(एल एन शर्मा)/(L N Sharma)  
एयर वाइस मार्शल/Air Vice Marshal  
ए सी ए एस (शिक्षा)/ACAS (Edn)  
शिक्षा निदेशालय/Dte of Education  
वायु सेना मुख्यालय (आर के पुरम)/Air HQ (RKP)  
नई दिल्ली/New Delhi-110 066





for and on behalf of  
(IAF)

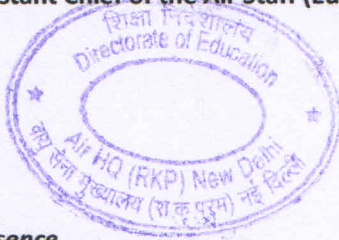
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वायु सेना मुख्यालय (आर के पुरम)/Air HQ (RKP)  
नई दिल्ली/New Delhi-110 066

Title: **Assistant Chief of the Air Staff (Education)**

Dated:

Seal

Email:



In the presence

for and on behalf of  
University of Petroleum & Energy Studies  
Dehradun

Title: Registrar **For University of Petroleum and Energy Studies**

Dated:

Seal

Email:

*Jeena*  
Registrar

In the presence

*Wg Cdr*

**Wg Capt Education (Course), IAF**

Name:

*विश्व*

Title:

(वी के बंधु) / (VK Bandhu)

विंग कमांडर / Wg Cdr

विंग कमांडर शिक्षा (आकाशदीप एवं विदेशी भाषा)

Address:

Wg Cdr Edn (Akashdeep & FL)

शिक्षा निदेशालय / Directorate of Education

वायु सेना मुख्यालय (आर के पुरम) / Air HQ (RKP)

नई दिल्ली / New Delhi-66

**Associate Dean Research, UPES**

Name:

*JK Pandey*

Title:

Address: UPES, Dehradun

*J. Pandey*

Seen

Indian Air Force (IAF) &


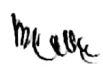
University of Petroleum & Energy Studies, Dehradun


**DOCUMENT REVIEW AND APPROVAL FORM**Type of Document / Contract: AgreementSupplier/Vendor/Other/s: Indian Air Force☐ New Contract ☒ Renewal ☐ Amendment/ Exhibit ☐ Corporate document ☐ Letter/communication ☐ OtherEffective Date: February 28, 2019Expiration Date: February 28, 2024☐ Automatic renewalsShort Description / Purpose: PhD Program**1.1 Part I (Finance / Treasury)**Institution/Business Unit: \_\_\_\_\_ Department: \_\_\_\_\_GL Account: \_\_\_\_\_ Total Amount: \_\_\_\_\_Budgeted ☐ Yes ☐ No ☐ N/A☐ Op Ex. Single Payment Amount: \_\_\_\_\_ Date Required: \_\_\_\_\_☐ Op. Ex. Multiple Payments: \_\_\_\_\_# of Payments: \_\_\_\_\_ Start Date: \_\_\_\_\_Amount of each Payment: \_\_\_\_\_From: \_\_\_\_\_To: \_\_\_\_\_☐ Cap. Ex. Amount: \_\_\_\_\_Project #: \_\_\_\_\_ Phase: \_\_\_\_\_**Part II (Checklist)**Internal Comments Received from Project Team?☐ Yes☐ NoContract(s) Fully Negotiated?☐ Yes☐ No☐ N/ABid Submitted?☐ Yes☐ No☐ N/A



## REVIEWS & APPROVALS

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

|                  | Required?  | Name         | Title                    | Date         | Signature & Comments  |
|------------------|--|--------------|--------------------------|--------------|---|
| <b>Initiator</b> | X  | Dr JK Pandey | Associate Dean Research  | Feb 15, 2019 | <br><input type="checkbox"/> e-mail attached   |
| <b>Treasury</b>  | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A            |              |                          |              | <input type="checkbox"/> e-mail attached  |
| <b>Legal</b>     | <input checked="" type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A | Mr Baijnath  | Associate Director Legal | Feb 15, 2019 | <br><input type="checkbox"/> e-mail attached |
| <b>Tax</b>       | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A            |              |                          |              | <input type="checkbox"/> e-mail attached  |
| <b>Finance</b>   | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A            |              |                          |              | <input type="checkbox"/> e-mail attached  |
| <b>Academic</b>  | <input type="checkbox"/>   |              |                          |              |   |

|                       | <input type="checkbox"/> N/A  |                  |             |              |  |
|-----------------------|---|------------------|-------------|--------------|--|
|                       | Required?   |                  | Title       | Date         | Signature & Comments   |
| Accounting            | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A |                  |             |              | <input type="checkbox"/> e-mail attached   |
| Marketing             | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> N/A                                       |                  |             |              | <input type="checkbox"/> e-mail attached   |
| CFO                   | <input type="checkbox"/> Local<br><input type="checkbox"/> Region<br><input type="checkbox"/> Corporate<br><input type="checkbox"/> N/A | Mr Navneet Mehta | Interim CFO | Feb 15, 2019 | <br><input type="checkbox"/> e-mail attached |
| President/<br>CEO     | <input type="checkbox"/> President<br><input type="checkbox"/> CEO<br><input type="checkbox"/> N/A                                      |                  |             |              | <input type="checkbox"/> e-mail attached   |
| Capital<br>Committee  | <input type="checkbox"/><br><input type="checkbox"/> N/A  |                  |             |              | <input type="checkbox"/> e-mail attached   |
| Board of<br>Directors | <input type="checkbox"/><br><input type="checkbox"/> N/A  |                  |             |              | <input type="checkbox"/> e-mail attached   |

## **ACADEMIC COLLABORATION**

### **BETWEEN**

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

### **AND**

**GLOBAL UNIVERSITY SYSTEMS CRFDABP B.V.**

## **MEMORANDUM OF UNDERSTANDING FOR EDUCATION, TRAINING AND RESEARCH COOPERATION**

This Memorandum of Understanding ("**MOU**") Is made on this 8<sup>th</sup> day of May, 2019  
by and between;

**Global University Systems CRFDABP B.V. ("GUS")** a company incorporated in The  
Netherlands (Company No 74669923) whose registered office is at Keizersgracht 307,  
1016ED Amsterdam.

### **AND**

**University of Petroleum & Energy Studies, ("UPES")** Village Bidholi, Dehradun,  
Uttarakhand 248 007, India.

GUS and UPES are hereinafter referred to individually as the ("**Party**") or collectively as  
the ("**Parties**")

## **WHEREAS**

- A. UPES is a higher education institution in India concerned with the provision of higher education by way of undergraduate and postgraduate awards to students.
- B. GUS is a provider of higher education.
- C. GUS has identified India and Indian institutions of education as areas for further development and investment
- D. The Parties are mutually interested in establishing collaboration on academic and research related development activities including direct contact and cooperation between their academic faculty members and other staff members under provisions of this Memorandum.
- E. The Parties have discussed the furtherance of these interests and now wish to record their mutual understanding in this regard;

**NOW THEREFORE** both the Parties agree to enter into this Memorandum of Understanding as follows.

### **1. LEGAL STATUS**

*DLH*  
\_\_\_\_\_



This Memorandum of Understanding is not exhaustive and is not intended to be legally binding between the Parties except where specifically stated and is intended to reflect the intentions of the Parties and the parties intend to enter into a definitive agreement (the Agreement).

## **2. PRINCIPLES OF COLLABORATION**

The purpose of this MoU is to detail the intentions of both the Parties in order for them to evaluate the possibility of developing collaborations in the activities detailed under Article 3 hereunder. Such activities shall be agreed under the Agreement as detailed under Clause 3.

## **3. AREAS OF COLLABORATION**

The primary areas of collaboration are likely to be in the fields of:

- i. teaching, learning, research and knowledge transfer initiatives which are mutually beneficial to both parties.
- ii. sharing of global best practices in areas such as curriculum design, governance, market research, marketing, human resources development, student, faculty training, campus infrastructure and use of technology to facilitate knowledge exchange.
- iii. exchange of faculty, staff and students.
- iv. professional development courses, seminars and conferences offered directly and/or through distributed learning tools.
- v. development of management plans.
- vi. management of quality assurance processes.
- vii. development of joint programs.
- viii. collaboration in joint research projects.
- ix. exploration of the feasibility of international 'campus rotation' for students and staff.
- x. exploration of the feasibility of mutual academic credit recognition and transfer.
- xi. exploration of the feasibility of other potential developments of an academic nature including the establishment of UPES campuses in Europe, probably beginning with London and Berlin.

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

## **4. METHODS OF COLLABORATION**

The Parties shall jointly develop activities to enhance their academic and research capabilities for the benefit of both the Parties. Each activity will comprise of: -

1. Encouragement of exchange of academic colleagues and of students.
2. Development of joint, comparative, research projects, technical services, training, consultancy and related activities;
3. Pursuit of funding in order to enable such activities (hereinafter referred to individually as "**Activity**" and collectively as "**Activities**")

## **5. CONFIDENTIALITY**

- 5.1 This clause is legally binding.

*DC*

- 5.2 Confidential Information means all information which by its nature is confidential or marked as confidential and whether disclosed before or after the date of Memorandum of Understanding including but not limited to the business customers or suppliers of the other Party trademarks, patents, copyright, trade secrets, designs, methodologies, processes, experimental results, specifications, diagrams, expertise, techniques, methods of formulation, results of test and field trials, formulae, drawings, patterns, specifications of materials in the possession of either Party.
- 5.3 Each Party and its representatives, employees and anyone acting on its behalf, shall (i) treat all Confidential Information as strictly private and confidential and safeguard it against misuse or unauthorised copying; (ii) use the Confidential Information solely for the purpose of the Activities or as agreed with the Party disclosing the Confidential Information;
- 5.4 Each party may disclose the other party's Confidential Information as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## **6. NON-SOLICITATION OF EMPLOYEES**

- 6.1 This clause is legally binding.
- 6.2 Neither Party shall, for a period of 12 months from the date of this Memorandum of Understanding (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of that party, any employee of the other party who is employed or engaged in any services which are relevant to the Activities. A Party shall not be in breach of clause 7.2 as a result of running a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other Party.

## **7. LANGUAGE**

This clause is legally binding. This Memorandum of Understanding is drawn up in English which language shall govern all documents, notices and meetings for its application and/or extension or in any other way relative thereto.

## **8. DISPUTE SETTLEMENT**

It is *agreed* between the parties that all disputes and differences, arising between the Parties relating to any of the provisions of this Memorandum of Understanding, either during its term or upon expiration or termination, shall be settled by mutual accord within 30 days of the arising of such dispute. If the dispute cannot be settled by mutual discussions within 30 days as provided herein, the matter shall be referred to the Authorized Representatives of both Parties who will nominate individuals or parties to resolve the issues.

## **9. GOVERNING LAW AND JURISDICTION**

- 9.1 This paragraph is legally binding.
- 9.2 This Memorandum of Understanding shall be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

*DEW*



9.3 This Memorandum of Understanding does not give rise to any rights for a third party (other than a Global University Systems group company) to enforce any of its terms.

This Memorandum of Understanding is hereby executed by the Parties as follows: -

DL





**FRAMEWORK AGREEMENT OF COOPERATION  
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 Villages Bidholi and Kandoli, District Dehradun, Uttarakhand and its corporate Office at 2<sup>nd</sup> Floor, 210, Okhla Industrial Estate, Phase III, New Delhi -110020 (hereinafter referred to as "UPES") through its Registrar, **Dr. (Ms) Veena Dutta**, of the ONE PART;

**AND  
THE UNIVERSITY OF ORLÉANS (FRANCE)**

WHEREAS the present agreement has been drawn by both the Universities -

According to the current laws in their respective State;

After decision of their respective Board of Directors or Board of Governors, as the case may be;

After decision of the Academic and Student Life Committee of the University of Orleans,

WHEREAS the UPES shall be represented by its Registrar, **Dr. (Ms) Veena Dutta**; and the **University of Orléans**, shall be represented by its President, **Pr Ary BRUAND**,

WHEREAS both the Universities have agreed to join forces in order to promote international exchanges, to increase their scientific cooperation and to favor the development of research and higher education, whether it concerns initial studies or training, in fields of common interest.

**Clause 1**

**OBJECTIVE OF THE AGREEMENT**

Both contracting universities declare their intention to collaborate in the following fields:

- ◇ common research activities
- ◇ exchange of university teaching staff and researchers
- ◇ exchange of students
- ◇ exchange of PhD students and common scientific direction of theses
- ◇ exchange of students as part of training periods at the end of the studies
- ◇ mutual information concerning education and research
- ◇ exchange of scientific or technical publications
- ◇ common publication of scientific results and educational documents
- ◇ organization of mutual courses and common conferences

This collaboration may be extended to other fields later on.

For University of Petroleum and Energy Studies

  
Registrar

**Clause 2**

As possible and according to the current laws in each country, the contracting universities will help to search for obtaining the necessary funding for the setting up of the corresponding projects.

**Clause 3**

Each university will watch over the intellectual property of the results achieved during common research programs. They cannot be used for patents or commercial exploitation by only one of the institutions concerned without authorization of the legal representatives of each university.

**Clause 4**

The implementation of this agreement will be discussed and accepted by both the Universities.

Co-operation in any specific field, not covered under this agreement, will be the subject of an amendment regarding study programs and/or research; which will specify the mutual objectives of the universities, the financial provisions and the share of responsibility for each university involved in the agreement.

Each specific amendment will be annexed to the present cooperation agreement and the provisions it contains will be relative to the project described.

The subjects and programs of common activities, the conditions of use of the results achieved, exchange programs and other forms of collaboration will be specified in appendices.

In this case, the Universities will have to respect the appendices annexed to the present agreement, which will form an integral part of it, and which will be subject to the same approval and signatory procedures.

**Clause 5**

The present agreement takes effect on the day of signature by both the Universities. It is concluded for an initial period of five academic years.

This agreement may be renewed by the Parties' joint agreement for periods of the same duration, and in accordance with the rules specific to each institution.

During application, the appendices may be terminated at any time by either party, by registered letter with recorded delivery, with six month prior notice.

**For University of Petroleum and Energy Studies**



**Registrar**



**Clause 6**

Each party may ask for the modification or cancellation of the present agreement subject to a six month written notice.

In case of difficulty in the interpretation or execution of this Agreement, the Parties shall endeavour to resolve the dispute amicably.

**Clause 7**

This agreement is drawn up in four (4) original copies, two in French and two in English, the two versions being equally authentic. Both versions are identical in spirit and interpretation.

Date : 2 avril 2013

For the University of Orléans

The President  
Ary BRUAND



For the University of Petroleum and Energy  
Studies

For University of Petroleum and Energy Studies

Registrar

Dr. Veena DUTTA



Registrar

Address :

Université d'Orléans  
BP 6749  
45067 Orléans Cedex 2  
FRANCE  
Tél : +33 2 38 49 47 95

Email : [international@univ-orleans.fr](mailto:international@univ-orleans.fr)

Internet : [www.univ-orleans.fr](http://www.univ-orleans.fr)

Address :

UPES, 'Energy Acres',  
P.O. Bidholi, Via. Prem Nagar  
Dehradun - 248007  
Uttarakhand  
Tél. : +91 8410080010

Email : [international@upes.ac.in](mailto:international@upes.ac.in)

Internet : [www.upes.ac.in](http://www.upes.ac.in)



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON \_\_\_\_\_

BETWEEN

**S.TORAIGHYROV PAVLODAR STATE UNIVERSITY  
(PAVLODAR, REPUBLIC OF KAZAKHSTAN)**

**S. Toraighyrov Pavlodar State University**, represented by Gaukhar Akhmetova, Pavlodar, 140008, Republic of Kazakhstan, Lomov Street, 64, (hereinafter referred to as "PSU")

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 Dr Veena Dutta - 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 **PSU** 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 (Director – 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 PSU will be **Akmaral Kairbayeva** (Head of the Department of International Cooperation – [dms@psu.kz](mailto:dms@psu.kz)) or any other person appointed in his/her place by PSU.

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

  
Registrar





5. Permission is given to UPES to use the official marks of PSU, 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 PSU 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 PSU 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**

Dehradun, India on October 4, 2018

**S.Toraighyrov Pavlodar State University**

Pavlodar, Republic of Kazakhstan on \_\_\_\_\_

For University of Petroleum and Energy Studies



Registrar

**Dr. Veena Dutta**  
Registrar

**Gaukhar Akhmetova**  
Rector



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON \_\_\_\_\_

BETWEEN

**ECOLE POUR L'INFORMATIQUE ET LES TECHNIQUES AVANCEES**, hereinafter referred to as **EPITA**, having its campus at 14-16 rue Voltaire-94270 le Kremlin Bicêtre, France, in this act represented by the Director, **Dr. JOËL COURTOIS**, taking into account their common academic and cultural interests, establish the following **Cooperation Agreement**, to be governed by the clauses described below in the following form and conditions:

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 Dr. Veena Dutta - 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 **EPITA** 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

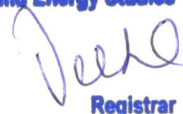
- 3. The point of contact for the duration of this MOU for UPES will be Dr. Ugur GUVEN (Director – International Affairs – [international@upes.ac.in](mailto:international@upes.ac.in)) or any other person appointed in his place by UPES. The point of contact for EPITA will be Ms. Nazima CANDA (Director of International Relations – [nazima.canda@epita.fr](mailto:nazima.canda@epita.fr)) or any other person appointed in his/her place by EPITA.

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



14-16 rue Voltaire  
94276 LE KREMLIN-BICÊTRE CEDEX  
FRANCE

For University of Petroleum and Energy Studies



Registrar

5. Permission is given to UPES to use the official marks of EPITA, 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 EPITA 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 EPITA 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**

Dehradun, India on October 4, 2018

**For University of Petroleum and Energy Studies**


  
**Dr. Veena Dutta**  
Registrar

Registrar

**Ecole pour l'Informatique et les  
Techniques Avancées**

Le Kremlin Bicêtre, France on

  
**Dr. Joël COURTOIS**  
Directeur

  
14-16 rue Voltaire  
94276 LE KREMLIN-BICÊTRE CEDEX  
FRANCE



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON OCTOBER 18<sup>TH</sup> 2018

### BETWEEN

**EBS PARIS (European Business School)** having its campus at 10, rue Sextius Michel, 75015 Paris, France, (hereinafter referred to as "EBS PARIS") through its Authorized Signatory Dr Lamia ROUAI – Dean, which expression shall, unless repugnant to the subject or context, mean and include its , affiliates and associates, successors and permitted assigns;

### 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 Dr. Veena Dutta - 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 **EBS PARIS** 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 (Director – 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 EBS PARIS (Director of International Relations- julie.pidell@ece.fr) will be Julie Pidell or any other person appointed in his/her place by EBS PARIS PARIS.

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 EBS PARIS 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.

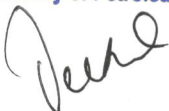
Permission is given to EBS PARIS to use the official marks of University of Petroleum and Energy Studies, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions; provided, that EBS PARIS 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 9 (nine) 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**  
Dehradun, India

For University of Petroleum and Energy Studies

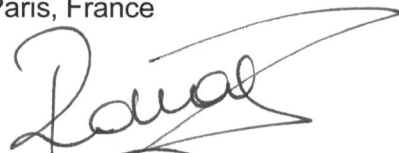


**Dr. Veena Dutta**  
Registrar



**EBS PARIS**

Paris, France



**Dr. Lamine ROUA**  
Dean



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is executed on this 13<sup>th</sup> day of July, 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 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;

**AND**

The University of Poitiers, 15 rue de l'Hôtel Dieu, TSA 71117, 86073 POITIERS Cedex 9, France (hereinafter called as 'University of Poitiers'), which expression shall, unless the context does not admit, include its successors and assigns.

### PREAMBLE:

Considering their mission of teaching, training and research, and considering the need for cooperation in developing cultural, scientific and technical relationships; the following MOU has been reached.

### ARTICLE 1

The MOU between the two institutions will work to strengthen the collaboration between the UPES and the University of Poitiers, in various academic fields held in common between the two institutions.

The two institutions shall seek to promote:

- 1) The exchange of university faculty and staff in programs of joint interest.
- 2) The exchange of university students in internship programs of joint interest
- 3) Collaboration in the domains of teaching, research, development and expertise
- 4) The exchange of academic materials and publications
- 5) The development of cultural and intellectual enrichment opportunities for students and personnel of both institutions

### ARTICLE 2

The agreed upon exchange activities are as follows:

#### *a) Exchange of personnel*

Visits and exchanges of personnel between the two institutions will take place for any of the following purposes:

- Undertaking joint research with a foreign colleague
- Joint curriculum and/or course development, participation in courses, improvement of knowledge and competency in teaching and research fields
- Participation in seminars, conferences, and other academic activities
- Contribution to teaching programs

For University of Petroleum & Energy Studies

*Deepa Verma*  
Registrar



- Co-supervision of doctoral students
- Research trips and joint consultancy work
- Exchange of best practices in administrative and educational domains

*b) Exchange of students*

Student exchanges (i.e. undergraduate, graduate and doctoral students) between the two universities will take place for any of the following purposes:

- Participation in research
- International study
- Internships connected to their field of study

*c) Exchange of Academic Materials*

The exchange of academic materials, notably relating to research, is encouraged between members of the two institutions.

### **ARTICLE 3**

For a better and smooth execution of this MOU a specific plan shall be worked out by the concerned faculties and departments of both the Institutions for each activity establishing detailed arrangements for the collaboration. Such plans are subject to the approval of the appropriate authorities of each institution. To facilitate the development of such plans, each institution shall nominate a senior member of its staff to coordinate activities arising under this MOU.

### **ARTICLE 4**

Both institutions agree to keep confidential at all times any information and/or data that may be exchanged, acquired and/or shared in connection with activities of cooperation as mentioned in article 1, except if the relevant information already exists in the public domain.

### **ARTICLE 5**

Ownership and intellectual property rights of any research findings shall be attributed to both of the university partners named in this MOU and any academic publications related to the same research will only be possible with prior approval of both parties.

### **ARTICLE 6**

Each participant in the exchange (Student, Professor, Researcher) will pay the tuition fees for the respective program at his or her home institution prior to departure for the host institution.

However, both the Institutions will seek to find their respective financial means necessary for the execution of this MOU independently without any obligation whatsoever on the other Institution in what so manner.

### **ARTICLE 7**

The personnel and students participating in programs outlined in this MOU must conform to the laws of their host country as well as the rules and regulations of their host university.

For University of Petroleum & Energy Studies

*deep*  
Registrar



## ARTICLE 8

The MOU shall remain in force for a period of 3 years after the date of signature and can be modified, with mutual consent, following a written demand with at least three months notice. At the moment of the MOU's expiration, the two parties will decide together whether or not the MOU may be renewed following its original terms, or with modifications.

## ARTICLE 9

Each university reserves the right to terminate this MOU after serving the other party with at least three months written notification by mail. Where such a termination occurs, the content of the MOU continues to apply to all ongoing activities until their completion (a date that shall be determined by both universities in common).

## ARTICLE 10

The UPES and the University of Poitiers declare their common accord on the articles and arrangements of this MOU. There will be four copies of this MOU (two for each party). All copies will be equally valid and effective from the date of its signing.

## ARTICLE 11

This MOU is written in English and in French, the two versions are equally valid.

03/09/2018  
Signed:

President,  
The University of Poitiers,

Pour le président de l'université de Poitiers  
et par délégation,  
la Vice Présidente relations internationales  
Christine Fernandez-Maloigne

Yves JEAN



President/Rector

University of Petroleum & Energy Studies

nee jr  
Registrar

Registrar

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON APRIL 23, 2018;**

BETWEEN

**INSTITUT DE GESTION SOCIALE (IGS)**

**A French nonprofit association ruled by the law of July, 1st 1901**

**Having its registered office 1, rue Jacques Bingen 75017 Paris FRANCE**

**SIREN: 312 495 096 .**

**Acting on behalf of**

**THE AMERICAN BUSINESS SCHOOL OF PARIS**

**A French Higher Education Institution**

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 Mrs. 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 The American Business School of Paris (ABS Paris) 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

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

For University of Petroleum & Energy Studies

  
Registrar



appointed in his place by UPES. The point of contact for ABS Paris will be Dr. Fady FADEL, Dean of The ABS Paris ([ffadel@groupe-igs.fr](mailto:ffadel@groupe-igs.fr)) or any other person appointed in his place by IGS.

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 ABS Paris, 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 ABS Paris 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 ABS Paris 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      INSTITUT DE GESTION SOCIALE**

**Acting on behalf ABS Paris**

Dehradun, India on

Paris, France on

For University of Petroleum & Energy Studies

  
Registrar

**Deepa Verma**  
Registrar

  
**Mr. Jean-Michel Perrenoy**  
CEO

**• The American Business School of Paris**  
Etablissement d'enseignement supérieur (IGS)  
Dont l'organisme gestionnaire est l'Institut de Gestion Sociale - (IGS)  
Siege Social : 1 Rue Jacques Bingen - 75017 PARIS  
Centre d'enseignement : 12 Rue Alexandre Parodi - 75010 PARIS  
Tél. : 01 80 97 65 52  
Association Régie par la loi du 1<sup>er</sup> juillet 1901  
SIREN 312 495 096 - Code APE 8559 A



**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON 11<sup>TH</sup> DAY OF JULY, 2018**

**BETWEEN**

**ISTANBUL BILGI UNIVERSITY** ("BILGI"), a Turkish non-profit foundation university, which has as its object the provision of higher education services by offering a broad spectrum of activities in the fields of teaching, research and technical consultancy by way of the various different methods provided for under Turkish legislation with a principal place of business at Emniyetstepe Mah. Kazım Karabekir Cad. No:2/13 Eyüpsultan / İstanbul TURKEY

**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 BILGI 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

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 BİLGİ will be Mrs. Hande Baltacı (Director, International Center – [bilateral@bilgi.edu.tr](mailto:bilateral@bilgi.edu.tr)) or any other person appointed in her place by BİLGİ.

- 3. Both Universities will respect the intellectual property rights of each other during the period of this MoU.
- 4. Parties may use the official marks of the other party, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions; provided, that each party shall take all such reasonable degree of care as an institution of good ethical and normal prudence would expect in its own case.

The use of the trademarks for the purpose of this Agreement shall not constitute the granting of any licence to the user.

- 5. **Data Protection.** The Parties represent that they have knowledge of, comply with and expressly make themselves subject to their respective Policy on the Protection of Data of a Personal Nature, committing themselves to make proper use of the data of such a nature which they obtain under this agreement. To this end, both parties consent to the personal data under this agreement being incorporated into files owned by each one of these with the sole purpose of carrying out the proper handling of the same. The exercising of the rights of access, rectification, cancellation and opposition will be carried out on legal terms by means of a notification to the respective entity at its company registered office. Parties will adopt the suitable measures to set limits on the access of its employees to the personal data during the term of this agreement. In any event, the employees of each party who have access to the personal data of the other party will be bound to maintain secrecy with respect to the data that the staff may have been able to gain knowledge of for the purpose of performing this agreement.
- 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.

For University of Petroleum & Energy Studies

*neefc*  
Registrar

*see me*  
2

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

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

**University of Petroleum and Energy Studies    Istanbul Bilgi University**

Dehradun, India on July 11, 2018

Istanbul, Turkey on \_\_\_\_\_

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For University of Petroleum & Energy Studies

  
**Registrar**

**Deepa Verma**  
Registrar

**Prof. Dr. M. Ege Yazgan**  
Rector





# MEMORANDUM OF UNDERSTANDING

Between

**THE UNIVERSITY OF ADELAIDE,**  
AUSTRALIA

and

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

The University of Adelaide and University of Petroleum and Energy Studies wish to collaborate in order to benefit their research and teaching activities, and to further the internationalisation of both parties.

## 1. Purpose

The purpose of this MOU is to establish a co-operation between the two institutions, as contained hereinafter.

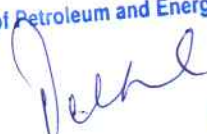
## 2. Co-operation

Co-operation between the two parties may include such activities as:

- Exchanges of students and academic staff;
- Joint research activities, including projects, seminars, conferences and public lectures;
- Joint research applications;
- Exchange of publications, academic materials and other information;
- Access for PhD and Masters students enrolled at a university and staff members to the facilities of each party required to conduct the project;
- Participation in PhD and Masters by Research programs by staff of either party;
- Joint quality assurance and benchmarking;
- Such other projects for mutual benefit that are agreed upon by both parties.

## 3. Activities

Specific programs or activities will be undertaken under this MOU only after the written agreement of both parties. The terms and conditions of the program or activity, including any financial arrangements, shall be set out in a written Agreement signed by an authorised representative of each party.

For University of Petroleum and Energy Studies  
  
Registrar

#### 4. Liaison

a) Both parties shall designate a liaison office for this MOU and for any subordinate agreements under this MOU. For the University of Adelaide, the office shall be the Pro Vice-Chancellor (International). For University of Petroleum and Energy Studies, the office shall be the Director – International Affairs.

b) Each party will endeavour to resolve any difficulties or disagreement in a spirit of co-operation and negotiation at an operational level.

#### 5. Marketing and Publicity

a) The parties agree to discuss and agree upon appropriate promotion of the activities undertaken collaboratively under this MOU.

b) Neither party may, without prior approval from the other party or otherwise in accordance with a written agreement between the parties, imply any endorsement by the other party of its products or services.

c) Any use by one party of the name or logo of the other must be in accordance with the other party's policies and approval processes or otherwise in accordance with a written agreement between the parties.

#### 6. Confidential Information

a) Each party agrees to treat as confidential all information designated as confidential or which by its nature is confidential or which is disclosed in circumstances importing an obligation of confidence that is obtained from the other party in connection with this MOU or activities undertaken pursuant to this MOU and not disclose such information except:

- i. to such of its personnel as have a legitimate interest in the confidential information to be disclosed to them;
- ii. as may be required by applicable law (in which case, if permitted, prior to disclosure, the party must consult with the other party about the form and content of such disclosure); or
- iii. as the parties may agree in writing.

b) This clause 6 does not apply to information that is or becomes available in the public domain, is already lawfully known to the receiving party, or has been independently developed by the receiving party, other than as a result of a breach by a party of their confidentiality obligations.

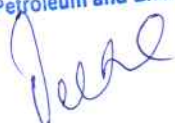
c) Nothing contained in this MOU or in any disclosures made under this MOU shall create or imply, or be construed as granting to the receiving party any license or other rights in or to the confidential information and/or any intellectual property rights or act as a waiver of any rights that the disclosing University may have to prevent infringement or misappropriation of any intellectual property rights owned or controlled by the disclosing University.

#### 7. Term

This MOU comes into effect when the last signatory signs. It will remain in effect for a period of 5 years from that date. Not less than six months prior to its expiry, the two parties will review its operation and decide whether or not to renew it. Any such renewal shall be signed by an authorised representative of each party, and may include variations to this MOU.

#### 8. Termination

This MOU may be terminated by the written mutual consent of both parties, or by either party giving 60 days written notice to the other party.

For University of Petroleum and Energy Studies  
  
 Registrar

### 9. Status of MOU

This MOU places no financial or legal obligations on either of the parties, nor does it create any legal relationship between them and is not binding on the parties except for clause 5 Marketing and Publicity and clause 6 Confidential Information which are intended to be binding on the parties.

Signed on behalf of **University of  
Petroleum and Energy Studies:**

For University of Petroleum and Energy Studies

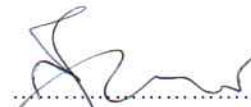


Registrar

Dr Veena Dutta  
Registrar

date: 21<sup>st</sup> December 2018

Signed on behalf of **The University of  
Adelaide:**



Professor Nancy Cromar  
Pro Vice-Chancellor (International)

date: 11 DEC 2018



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON DECEMBER 14, 2018.

### BETWEEN

Stamford International University having its main campus at 16 Motorway Road – Km2, Prawet, Bangkok 10250 Thailand; (hereinafter referred to as “STIU” through its Authorized Signatory Dr. Andrew D.Scown – President

### 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 Dr. Veena Dutta - 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 STIU and UPES, could develop and carry out collaborative activities in academics and research.

#### 2. Scope of Activities.

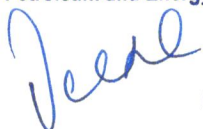
The scope of collaboration on academic and research activities under this MOU may include, but is not limited to the following:

- 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 (Director – 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 STIU will be Dr. Apitep Saekow – Assistant President – External Affairs and International Relations or any other person appointed in his/her place by STIU.

- 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



Registrar

5. Permission is given to UPES to use the official marks of STIU, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions hereunder; provided, however, the UPES shall comply with partner university policies and shall take all such reasonable degree of care as an institution of good ethical and normal prudence would expect in its own case.

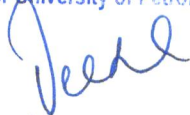
Permission is given to STIU to use the official marks of University of Petroleum and Energy Studies, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions hereunder; provided, that STIU shall comply with partner university policies and 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**

Dehradun, India on December 14, 2018  
For University of Petroleum and Energy Studies



**Dr. Veena Dutta**  
Registrar



**Stamford International University**

Bangkok, Thailand on December 14, 2018



**Dr. Andrew D. Scown**  
President of STIU





## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON JANUARY 21, 2019

BETWEEN

**ESTACA - Ecole Supérieure des Techniques Aéronautiques et de Construction Automobile**

Having its Campus in Montigny-le-Bretonneux, and in Laval in France (hereinafter referred to as "ESTACA"), through its authorized signatory Mr Ludovic BUSSON – President, which expression shall, unless repugnant to the subject or context, mean and include its, affiliates and associates, successors and permitted assigns;

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 **ESTACA** 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 ESTACA will be Seyni M'BAYE (Director of International and Partnerships department – [seyni.mbaye@estaca.fr](mailto:seyni.mbaye@estaca.fr) or [international@estaca.fr](mailto:international@estaca.fr)) or any other person appointed in his/her place by ESTACA.

For University of Petroleum and Energy Studies

  
Registrar

**ESTACA**  
École d'ingénieurs

12 avenue Paul Delouvrier - RD10  
78180 Montigny-le-Bretonneux  
Tél. : +33 (0)1 75 64 50 41 - [www.estaca.fr](http://www.estaca.fr)



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 ESTACA, 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 ESTACA 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 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**

Dehradun, India on January 21, 2019  
For University of Petroleum and Energy Studies

  
Registrar

**Dr. Veena Dutta**  
Registrar

**ESTACA - Ecole Supérieure des  
Techniques Aéronautiques et de  
Construction Automobile**

Montigny-le-Bretonneux, France  
ESTACA  
École d'ingénieurs  
  
12 avenue Paul Delouvrier - RD10  
78180 Montigny-le-Bretonneux  
Tél. : +33 (0)1 75 64 50 41 - www.estaca.fr

**Mr. Ludovic BUSSON**  
President



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON 31<sup>st</sup> January, 2019  
BETWEEN

**University of Nairobi** of P O BOX 30197 – 00100, NAIROBI KENYA, and having its Corporate Office at University of Nairobi Towers, Main Campus; (hereinafter referred to as “UON”) through its Authorized Signatory Prof. Peter Mbithi – Vice Chancellor which expression shall, unless repugnant to the subject or context, mean and include its , affiliates and associates, successors and permitted assigns;

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 Dr. Veena Dutta - 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 University of Nairobi 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 (Director – 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 the University of Nairobi will be Prof. William Ogara, (Director-centre for international linkages – [international@uonbi.ac.ke](mailto:international@uonbi.ac.ke)) or any other person appointed in his/her place by the University of Nairobi.

For University of Petroleum and Energy Studies



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 the University of Nairobi 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 the University of Nairobi to use the official marks of University of Petroleum and Energy Studies, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions; provided, that the University of Nairobi 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 to the points of contact as given in clause 3 above.
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**

Dehradun, India on 31<sup>st</sup> January, 2019

For University of Petroleum and Energy Studies

  
**Dr. Veena Dutta**  
Registrar

**University of Nairobi**

Nairobi, Kenya on 30.11.2018.

  
**Prof. Peter M. F. Mbithi**  
Vice Chancellor





## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON 12 FEB 2019

BETWEEN

**National Dong Hwa University** having its Campus at No. 1, Sec. 2, Da Hsueh Rd. Shoufeng, Hualien 97401, Taiwan, R.O.C.; (hereinafter referred to as "NDHU") through its Authorized Signatory Dr. Han-Chieh Chao - Registrar which expression shall, unless repugnant to the subject or context, mean and include its , affiliates and associates, successors and permitted assigns;

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 Dr. Veena Dutta - 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 **NDHU** 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 (Director – 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 the duration of this MOU for NDHU will be Dr. Yuan-Ron Ma (Dean – Office of International Affairs) or any other person appointed in his place by NDHU.

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

Registrar



5. Permission is given to UPES to use the official marks of National Dong Hwa University, 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 NDHU to use the official marks of University of Petroleum and Energy Studies, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions; provided, that the NDHU 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**

**National Dong Hwa University**

Dehradun, India on 12/02/2019

Hualien County, Taiwan, R.O.C.

**For University of Petroleum and Energy Studies**

**Dr. Veena Dutta**  
Registrar

  
Registrar  
**Dr. Han-Chieh Chao**  
President



**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON 14 FEB 2019

BETWEEN

**Warsaw Management University** (herein after referred to as "WMU", with the official Polish registration name: Wyższa Szkoła Menedżerska), located at ul. Kawęczyńska 36, 03-772 Warszawa, Poland; WMU, has authorized Prof. Henryk Stańczyk, Rector, to enter into this MOU, which expressions shall, unless repugnant to the context, mean and include its successors and permitted assigns;

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 Dr. Veena Dutta, 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 **WMU** 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 (Director – 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 WMU will be Prof. Marcin Paprzycki ([marcin.paprzycki@wsm.edu.pl](mailto:marcin.paprzycki@wsm.edu.pl)) or any other person appointed by the Rector of WMU.

- 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

  
Registrar



5. Permission is given to UPES to use the official marks of WMU, 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 WMU 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 WMU 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.
7. 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 separate agreement, which will be signed by representatives of both parties, as an appendix to this MOU.
8. **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 signing authority of the second partner.
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**


**Warsaw Management University**

Dehradun, India on 14 FEB 2010

Warsaw, Poland on \_\_\_\_\_

**For University of Petroleum and Energy Studies**

**Dr. Veena Dutta**  
Registrar



**Dr. Kamal Basal**  
Dean of Academics

**Registrar**

**Prof. Henryk Stańczyk**  
Rector

  
**REKTOR**

prof. dr hab. Henryk Stańczyk

**Mr. Radosław Dawidziuk**  
Chancellor

**KANCLERZ**

  
mgr Radosław Dawidziuk

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**INSTITUTE OF TECHNOLOGY PETRONAS SDN. BHD.**  
**(COMPANY NO. 352875-U)**

**AND**

**UNIVERSITY OF PETROLEUM AND ENERGY STUDIES**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as the "MoU") is made and entered into this 13<sup>th</sup> day of February, 2019

**BETWEEN:**

**Institute of Technology PETRONAS Sdn. Bhd.** [Company No. 352875-U], a company incorporated in Malaysia and having its registered address at Tower 1, PETRONAS Twin Towers, Kuala Lumpur City Centre, 50088 Kuala Lumpur (hereinafter referred to as "ITPSB");

**AND**

**University of Petroleum and Energy Studies**, a University established under the University of Petroleum & Energy Studies Act, 2003, enacted by the State of Uttarakhand, having its campus at Villages Bidholi and Kandoli, District Dehradun, Uttarakhand and its corporate Office at 2<sup>nd</sup> Floor, 210, Okhla Industrial Estate, Phase III, New Delhi-110020 (hereinafter referred to as "UPES") through its Registrar, **Dr Veena Dutta**.

(ITPSB and UPES are collectively referred to as the "Parties" and individually as the "Party")

**WHEREAS:**

- A. ITPSB, a subsidiary of PETRONAS, owns and manages Universiti Teknologi PETRONAS (hereinafter referred to as "UTP"), a private higher learning institution established under the Private Higher Educational Institutions Act 1996 located at Bandar Seri Iskandar, Perak, Malaysia.
- B. UPES is a university established in 2003 under the University of Petroleum and Energy Studies Act 2003 of the State Legislature of Uttarakhand.
- C. The Parties desire to establish a collaboration to enhance their respective scientific, technical and engineering competencies and to develop beneficial programmes pursuant thereto (hereinafter referred to as the "Collaboration").

For University of Petroleum and Energy Studies



Registrar



- D. The Parties have accordingly agreed to enter into this MoU to outline the understanding of the Parties in relation to the scope and objectives of the Collaboration and the respective rights and responsibilities of the Parties thereto.

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

## **1. SCOPE OF THE COLLABORATION**

- 1.1 The Parties shall, at their discretion hereto, collaborate in:

1.1.1 Joint Collaborative Research in the area of:

- Numerical Modelling of Oscillating- Hydrofoils Undergoing Unsteady Motion Using Computational Fluid Dynamics And Performance Prediction Using Artificial Neural Network; and
- Using and Storing Pyrolysed Biofuels Using Solar Thermal Energy.

1.1.2 Exchange of Faculty members;

1.1.3 Student Mobility (which include but not limited to internship, exchange and summer program);

1.1.4 Postgraduate thesis internship; and

1.1.5 Any other areas of co-operation to be mutually agreed upon by the Parties from time to time during the term of this MoU.

In the event the Parties mutually agree to pursue a particular research project in the abovementioned areas, a separate agreement shall be entered into to detail out the roles and obligations of the Parties.

- 1.2 Each Party shall use all means reasonably available to it subject to ordinary budgetary and financial constraints so as to ensure successful implementation of the Collaboration and the Parties shall use their best endeavour to collaborate in good faith to the best interest of all Parties.

## **2. CONFIDENTIALITY**

- 2.1. The Parties agree that the Collaboration may involve the disclosure of certain confidential information of the Parties respectively. For the purpose of this MoU, the term "Confidential Information" refers to any and all information including but not limited to information pertaining to curriculum, courses, syllabus, teaching materials, research activities and technical information made available by a Party ("Disclosing Party") to the other Party ("Receiving Party") during the course of the Collaboration. All "Confidential Information" shall be marked or identified as "CONFIDENTIAL" in writing and in a conspicuous manner at the time it is disclosed to the Receiving Party.

For University of Petroleum and Energy Studies

  
Registrar



2.2. The Receiving Party hereby covenants to keep in strict confidence all Confidential Information and undertakes not to divulge or disclose the Confidential Information to any third party without specific written permission of the Disclosing Party. The confidentiality obligations hereunder shall not apply to the Confidential Information which:-

- a. is or has become obsolete or is already in the public domain without any breach of the provisions in Clause 2 herein;
- b. is already in the possession of the Party prior to the execution of this MoU;
- c. is independently developed or obtained by the Party;
- d. is obtained by the Party from any third party without confidentiality obligations; or
- e. a court of competent jurisdiction orders to disclose.

2.3. The provision of this Clause 2 shall survive the expiry or termination of this MoU.

### **3. INTELLECTUAL PROPERTY**

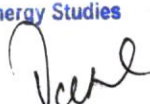
3.1. For the purpose of this MoU, Intellectual Property Rights shall include all data, specifications, materials, research activities and technical information solutions, drawings, know-how and technical information developed, obtained, created, written, prepared or discovered, whether patentable nor not, arising from the Collaboration or otherwise brought into existence pursuant to this MoU.

Specifically:

- a. Background Intellectual Property Rights shall include any Intellectual Property Rights that are possessed by each Party prior to the commencement of this MoU and/or developed independently by the Parties. Any Background Intellectual Property Rights that are made available as between the Parties for the performance of the Collaboration shall remain the separate property of the Party making such Background Intellectual Property Rights available, and nothing in this MoU shall be construed to grant any implied license to the other Party to use such Background Intellectual Property Rights other than in performance of this Collaboration.
- b. Foreground Intellectual Property Rights shall include any Intellectual Property Rights that arise, or are obtained or developed, created, written, prepared and discovered jointly by the Parties, arising or otherwise brought into existence pursuant to this Collaboration.

3.2. The ownership of all Foreground Intellectual Property Rights arising out of the Collaboration shall be expressly subject to a Joint Development Agreement to be mutually agreed by the Parties.

For University of Petroleum and Energy Studies



Registrar

#### **4. DURATION, TERMINATION AND WITHDRAWAL**

##### **4.1. Duration**

- (i) This MoU shall come into effect upon signing by the Parties and remain in force for a period of five (5) years. The Parties may, by a three (3) month written notice to the other before expiry of the MoU, apply to extend this MoU on mutually agreed terms failing which this MoU shall lapse and shall be of no further effect and neither Party shall have any further claims against the other thereafter.
- (ii) Without prejudice to the provisions in (i) above, the Parties may in the course of implementation of the terms of this MoU, execute a formal Collaboration Agreement or any other such written agreements in respect of any developments and/or expansion to the scope of the collaboration arising from the MoU.

##### **4.2 Termination and Withdrawal from the MoU**

- (i) Either Party may terminate or withdraw from this MoU for any reason whatsoever by providing to the other Party a six (6) month written notice of its intention to terminate or withdraw from this MoU.
- (ii) The Parties do agree that such rights of termination under sub clause 4.2 (i) above may be as a result of a written directive or instruction from the Government of Malaysia.
- (iii) Upon termination of this MoU, neither Party shall be liable to the other in respect of any claims, damages, costs or expenses of any nature except for those rights arising from Clause 2 herein before provided.

#### **5. COST AND EXPENSES**

- 5.1. Each Party shall bear its own costs and expenses incurred in preparing, executing and implementing the collaboration under this MoU.
- 5.2. Each Party shall bear its own solicitor's costs in the preparation and stamping of this MoU.

#### **6. DISCLAIMER**

Each Party shall be solely responsible for its own acts and omissions (and the acts and omissions of its directors, employees, consultants and other agents) and no Party shall

For University of Petroleum and Energy Studies

  
Registrar



have the authority nor shall it purport to act for, or legally bind the other Party in a transaction with a third party except as authorised in writing by the Parties.

## **7. GOVERNING LAW**

This MoU shall be governed by and construed in accordance with the laws of India.

8. Except for seeking interim injunction in the Court of competent jurisdiction all disputes and differences, if any, arising between the Parties relating to any of the provisions of this Agreement, either during its term or upon expiration or termination, shall be settled by mutual accord within 15 days of the arising of such dispute. However, in the event, the Parties fail to resolve the disputes/differences within 15 days; such disputes/differences shall be settled through Arbitration to be conducted in terms of Arbitration & Conciliation Act, 1996 and/or any statutory modification or re-enactment, or amendment thereof, from time to time. Arbitration shall be conducted by the sole Arbitrator appointed by the Parties and the venue of the Arbitration proceedings shall be at Dehradun and language of Arbitration shall be in English. The expenses of the Arbitration proceedings shall be borne equally by the Parties or as may be decided by the Arbitrator.

## **9. RELATIONSHIP OF THE PARTIES**

Nothing contained in this MoU shall be construed as establishing or creating between the Parties a relationship of master-and-servant or of principal-and-agent. The relationship between the Parties shall be that between equal independent contractors.

## **10. NON-BINDING OBLIGATIONS**

- 10.1. The Parties do hereby agree, declare, covenant and undertake that this MoU outlines the understanding between the Parties with regard to the subject matter herein and may be subject to change or variation at the absolute discretion of the Parties herein, in the course of implementation of the collaboration, provided always that such discretion is exercised only upon mutual consent of the Parties.
- 10.2. The Parties do further hereby agree, declare, covenant and undertake that except where it is specifically provided herein, the MoU is not intended to create any legal obligations and shall not be legally binding on the Parties hereto.

## **11. MISCELLANEOUS**

- 11.1. The official language to be used for execution and cooperation under this MoU shall be English.



- 11.2. Any amendment or modification to this MoU shall be made upon mutual consent of the Parties vide a written notice executed by the duly authorised representative(s) of each Party hereto.
- 11.3. A waiver of any of the rights or remedies available to any Party hereto shall not be valid and effective unless expressed in writing and executed by the duly authorised representative(s) of the Party. Such a waiver by any of the parties hereto shall not be construed as a waiver in respect of any other breach, antecedent or future.
- 11.4. Each Party shall be solely responsible for their respective tax implications (if any) arising out of the performance of the terms and conditions of this MoU.

## 12. NOTICES

- 12.1 Any notice required to be delivered hereunder shall be sent to the Parties at the following respective addresses:
- (i) **If to ITPSB:** Universiti Teknologi PETRONAS  
32610 Bandar Seri Iskandar  
Perak, Darul Ridzuan, Malaysia DU003(A)  
Facsimile: +605-3688151  
Email: aidid@utp.edu.my  
Attention to: Chief Strategy Officer
- (ii) **If to UPES:** University of Petroleum and Energy Studies  
International Affairs, Legal Department  
Energy Acres, Via Premnagar, Dehradun-248007 India  
Fax: +91 135 2776090  
Email: international@upes.ac.in  
Attention to: Director International Affairs
- 12.2 Every notice or communication so sent shall be considered to have been received upon actual receipt.
- 12.3 Any Party may substitute or change its address by written notice to the other Party.

[End of Clauses]

For University of Petroleum and Energy Studies



Registrar


**IN WITNESS WHEREOF**, the Parties hereto have caused this Memorandum of Understanding to be executed by their respective duly authorised representatives on the day and year first above written.

For and on behalf of

**INSTITUTE OF TECHNOLOGY PETRONAS SDN. BHD.**

By : 

Name : Prof. Dr. Mohamed Ibrahim bin Abdul Mutalib  
Designation : Vice Chancellor and MD/CEO

In the presence of : 

Name : Ir. Dr. Aidid Chee Tahir  
Designation : Chief Strategy Officer

For and on behalf of

**UNIVERSITY OF PETROLEUM AND ENERGY STUDIES**

For University of Petroleum and Energy Studies

By : 

Name : Dr Veena Dutta  
Designation : Registrar

In the presence of : 

Name : Dr. J. K. Pandey  
Designation : Associate Dean R & D

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON 7 MAR 2019

BETWEEN

**Ecole Nationale Supérieure des Mines d'Alès**, hereafter referred as IMT Mines Alès, a higher educational institution, duly registered as a government institution, having its campus located at 6 Avenue de Clavières, 30319 Alès; and represented by Thierry de Mazancourt, acting as a 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 Dr. Veena Dutta - 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 **IMT Mines Alès** 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 (Director – 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 IMT Mines Alès will be Thierry de Mazancourt or any other person appointed in his/her place by IMT Mines Alès.

- 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



Registrar

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5. Permission is given to UPES to use the official marks of IMT Mines Alès, 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 IMT Mines Alès 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 IMT Mines Alès 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 (by scan of the letter) to the respective International Officers of the Universities.
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**

Dehradun, India on 7 MAR 2013

For University of Petroleum and Energy Studies

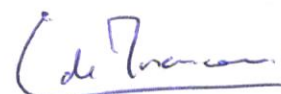
**Dr. Veena Dutta**  
Registrar



Registrar

**IMT Mines Alès**

Paris, France on 26/03/2013



**Prof. Thierry de Mazancourt**  
Rector





## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED

BETWEEN

MANHATTAN INSTITUTE OF MANAGEMENT (MIM) NEW YORK, USA

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 Dr. Veena Dutta - 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 **MIM** 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 (Director – 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 MIM will be Marc Nelson or any other person appointed in his/her place by MIM.
- 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 MIM, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the

For University of Petroleum and Energy Studies

  
Registrar



collaborative activities between the institutions; provided, however, the UPES shall comply with partner university policies.

Permission is given to MIM 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 MIM 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 to the respective International Officers of the Universities.
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**

**Manhattan Institute of Management**

Dehradun, India on 8 March, 2019

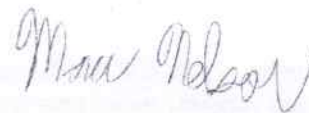
New York City, USA

For University of Petroleum and Energy Studies

**Dr. Veena Dutta**  
Registrar

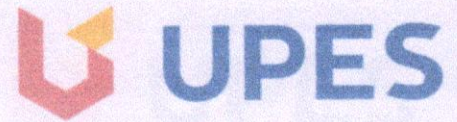


Registrar



**Marc Nelson**  
Marketing Director





## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON 23 MAY 2019

BETWEEN

**GEORGIAN NATIONAL UNIVERSITY SEU** having its Campus on 09 Tsinandali st. 0144 Tbilisi, Georgia (hereinafter referred as "SEU") represented by its rector, Dr Gia Kavtelishvili

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 Dr. Veena Dutta - 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 **SEU** 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:

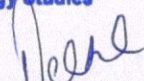
- a) exchange of faculty members
- b) undergraduate and graduate students exchange for the purposes of summer internship, dissertation projects and/or for other academic purposes
- c) exchange of publications, research materials, newsletters, etc.
- d) Internships & Joint projects
- e) General academic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

- 3. The point of contact for the duration of this MOU for UPES will be Dr. Ugur GUVEN (Director – 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 SEU will be Giorgi TSKHVEDIANI (Vice-rector, [g.tskhvediani@seu.edu.ge](mailto:g.tskhvediani@seu.edu.ge)) or any other person appointed in his/her place by SEU.

- 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 SEU, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the

For University of Petroleum and Energy Studies

  
Registrar



collaborative activities between the institutions; provided, however, the UPES shall comply with partner university policies.

Permission is given to SEU 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 SEU 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

Georgian National University SEU

Dehradun, India on 23 MAY 2019

Tbilisi, Georgia on 14<sup>th</sup> of May 2019

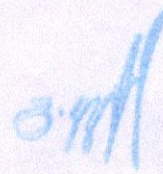
For University of Petroleum and Energy Studies

Dr. Veena Dutta  
Registrar



Registrar

Dr. Gia Kavtelishvili  
Rector





**MEMORANDUM OF UNDERSTANDING****22 MAI 2019****THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON \_\_\_\_\_****BETWEEN**

**L'Ecole Nationale Supérieure d'Informatique pour l'Industrie et l'Entreprise (ENSIIE)**  
located at 1 square of the Resistance, 91025, Evry - France

**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 Dr. Veena Dutta - 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 **the ENSIIE** 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 (Director – 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 the ENSIIE will be M. Pierre-Jacques DOSSANTOS-UZARRALDE (Head of the International Relations Department – [pierre-jacques.dossantos-uzarralde@ensiie.fr](mailto:pierre-jacques.dossantos-uzarralde@ensiie.fr)) or any other person appointed in his/her place by the ENSIIE.
  - 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

  
Registrar



5. Permission is given to UPES to use the official marks of the ENSIIE, 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 ENSIIE to use the official marks of University of Petroleum and Energy Studies, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions; provided, that the ENSIIE 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  
d'Informatique pour l'Industrie et  
l'Entreprise**

Dehradun, India on 27<sup>th</sup> 12<sup>th</sup> 2019

Paris, France

For University of Petroleum and Energy Studies

**Dr. Veena Dutta**  
Registrar

  
Registrar

**M. Laurent PREVEL**  
Director of the ENSIIE

  
  
Ecole nationale supérieure d'informatique  
pour l'industrie et l'entreprise  
Square de la Résistance  
91025 EVRY CEDEX  
Tél. 01 69 35 70 50  
Fax. 01 69 35 70 55  
SIRET 130 002 140 0015

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON MAY 23, 2019

BETWEEN

**L'ÉCOLE DE DESIGN NANTES ATLANTIQUE**, located at Rue Christian Pauc 44306 Nantes, France (hereinafter referred as "EDNA"), through its Authorized signatory Mr Christian GUELLERIN, Director which expression shall, unless repugnant to the subject or context, mean and include its , affiliates and associates, successors and permitted assigns

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 Dr. Veena Dutta - 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 **EDNA** 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 exact number of exchange students will be determined by both universities at the beginning of each semester
- 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 (Director – 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 **EDNA** will be Mrs Zoe Lacey, Exchange Coordinator or any other person appointed in his/her place by **EDNA**

For University of Petroleum and Energy Studies



Registrar



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 **EDNA**, 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 **EDNA** 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 **EDNA** 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

Dehradun, India on 31 MAY 2019

For University of Petroleum and Energy Studies

Dr. Veena Dutta  
Registrar

Registrar

L'Ecole de design Nantes Atlantique

Nantes, France on 24/05/19

Mr Christian Guellerin  
Director

L'ÉCOLE DE DESIGN NANTES ATLANTIQUE

Atlanpole la Chantrerie  
Rue Christian Pauc - BP 30607  
44306 Nantes cedex 3  
Tél. 02 51 13 50 70 - Fax 02 51 13 50 69



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING HAS BEEN REACHED ON FEBRUARY 6, 2019

BETWEEN

University of California, Riverside, International Education Programs, Extension and Professional Studies, having its office at 1200 University Avenue, Riverside, California, 92507-4596, USA (hereinafter referred to as "UCR-IEP") through its Authorized Signatory Dr. Jean Bernard Audrey – Associate Dean which expression shall, unless repugnant to the subject or context, mean and include its , affiliates and associates, successors and permitted assigns;

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 Dr. Veena Dutta - 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 UCR-IEP and UPES, could develop and carry out collaborative activities in academics and research.

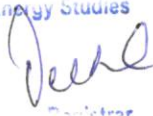
#### 2. Scope of Activities.

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 (Director – 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 UCR-IEP will be Dr. Jean Bernard Audrey or any other person appointed in his/her place by UCR-IEP.

For University of Petroleum and Energy Studies



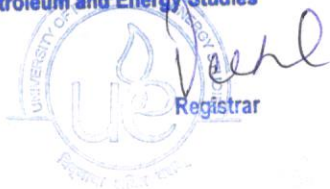
4. Both Universities will respect the intellectual property rights of each other during the period of this MoU.
5. Permission is given to UPES to use the official marks of UCR-IEP, specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the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

Dehradun, India on February 6, 2019  
For University of Petroleum and Energy Studies

**Dr. Veena Dutta**  
Registrar



**University of California, Riverside  
International Education Programs**

California, USA on 02/15/2019

**Dr. Jean Bernard Adrey**  
Associate Dean

