

MEMORANDUM OF UNDERSTANDING

This MOU is signed on ^{14 Sept 2022}..... (Effective date) at Jaipur, Rajasthan, for the exclusive purpose of academic and research partnership between:

The ICFAI University, Jaipur, represented by its Registrar, Col. Sanjiv Banerjee (Retd.), hereinafter referred to as "Party 1" or the "University".

AND

Centre for Development Communication (CDC), represented by its Trustee Secretary, Dr. Vivek S. Agrawal, hereinafter referred to as "Party 2" or "CDC".

Party 1 and Party 2 are collectively referred to as the "Parties".

That Party 1 above is a private University established by an Act of State Legislature of Rajasthan and a recognized higher education institution offering academic programs of study in recognized disciplines. The University is desirous of forging academic and research partnerships with industry and other organizations for furtherance of its research, training and academic development, knowledge creation and dissemination objectives.

That Party 2, Centre for Development Communication (CDC) and its subsidiary and allied entities undertake waste management, urban improvement, skilling, livelihood and environment sustainability related projects, with both private and public sector. CDC is desirous of collaboration with academic institutions for project and technology development, process and resource management, innovation and research, documentation and publishing.

That the parties have complementary interests and have the present intent to enter into discussions to establish specific research and academic activities, which may lead to opportunities of mutual benefit.

Those in pursuance of said intent both the Parties are entering into this MOU with the following understanding:-

1.1 NATURE AND SCOPE OF COLLABORATION

This MOU shall create appropriate means and methods to jointly conduct research studies and publish findings, develop, scale and implement know-how for various applications in the following identified areas (but not limited to)

- Project feasibility studies
- Financial modeling of project proposals
- Scientific analysis of waste, water, soil samples
- Infrastructure design and implementation - landfills and reclamation, recycling centres, material recovery plants, waste to energy plants
- GIS and RFID technology based project monitoring and control systems
- Human resource management and monitoring systems
- Development of MIS and real-time data collection and analysis
- Project risk assessment and planning
- Designing, implementation and monitoring of user behavior, change management and information programs
- Regulatory aspects and legal framework relating to waste management, pollution and environmental sustainability
- Periodic publication of research work and project reports in suitable journals, print and online media

The projects identified for the purposes of this MOU, shall have the objective of creating valuable deliverables for mutual benefit to both parties through developing knowledge, technologies, systems, training and ventures.

1.2 IMPLEMENTATION OF THE MOU

Execution and monitoring of the provisions of the MOU shall be through a steering committee comprising of members to be nominated by both parties. This Steering Committee shall meet periodically to review progress of projects.

1.3 INTELLECTUAL PROPERTY

By entering into this MOU no license, ownership or right in or to any intellectual property is granted hereunder to either Party. Either of the Parties shall not use the trade name, trade mark, symbol or designation belonging to the other party without prior approval and permission.

Both parties shall mutually decide on ownership of intellectual property created out of pursuance of activities as described in this MOU, on a case to case basis. The Steering Committee shall be responsible to work out modalities in each case.

1.4 CONFIDENTIALITY

The Parties shall maintain confidentiality about any information, course material, plans, discussions, strategies or any material which shall be deemed to be confidential and marked accordingly by the disclosing party. Any information, course material or the like, which is in the public domain shall not be part of this commitment.

1.5 RESPONSIBILITIES OF BOTH PARTIES

The role and responsibility of each party shall be governed by project requirements. The Steering Committee shall decide upon the same at the commencement of each project. Each party commits to providing access to and creating space for use of their resources like physical infrastructure, technical expertise and skills as per requirements and as decided by the Steering Committee.

1.6 FINANCIAL RESOURCES

The MOU does not aim to create any direct financial gains for any party and collaboration is envisaged to be of academic and research value only. Both parties shall attempt to seek external sponsorship of projects from public and private entities at local, national and international levels.

Neither Party will incur any expense hereunder until and unless separate definitive written agreements have been negotiated, approved by the necessary management levels of each Party and executed by authorized representatives of the Parties.

1.7 TERM AND TERMINATION OF THE MOU

The MOU shall be in force for a period of THREE YEARS from the Effective Date i.e. the date of signing of this MOU. This may be extended/reduced/modified based on mutual agreement and decision of the

Steering Committee. Either party may unilaterally request termination of the MOU, by giving ONE month notice to the other party through the Steering Committee before expiry of the MOU. In absence of any formal agreement on extension, this MOU shall automatically expire at the end of the said period.

1.8 DISPUTE REDRESSAL

The Steering Committee shall be responsible for settlement of any disputes and grievances arising out of performance or non-performance of provisions of this MOU by either party.

1.9 NON-EXCLUSIVITY

This MOU is on a non-exclusive basis and the Parties are not barred from having similar collaboration with other entities. Except, as expressly stated in this MOU, there shall be no obligation on any party to compensate the other in any manner or any claim.

1.10 NATURE OF RELATIONSHIP

The Parties are independent contractors and neither Party shall be deemed to be employed by the other Party. Nothing in this MOU shall be deemed or implied to create a joint venture or partnership of any kind between the Parties.

Neither Party has the right or authority to bind the other Party, by contract or otherwise, to any obligation nor make any commitment, representation or warranty for or on behalf of the other Party. Each Party shall be responsible for its own acts, omissions and the results thereof.

1.11 NON-BINDING NATURE

This MoU does not constitute a legal or contractual obligation on the part of either party, except in respect of Intellectual Property (IP) and Confidentiality terms as expressly mentioned in this MOU. It reflects an arrangement that is currently satisfactory to the parties involved. However the Parties shall under normal circumstances perform the obligations agreed herein.


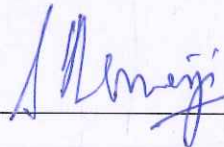
1.12 AMENDMENT/S

This MOU contains the entire agreement between the Parties regarding the subject matter set forth herein and supersedes any prior communications, written or oral. The parties agree to negotiate amendments to this MoU, if necessary, to meet the evolving requirements. Any amendment of and/or

modification to the MoU will require the consent from both Parties and shall be in writing duly executed by authorized representatives of both the Parties herein.

This MOU may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile or electronic signature copies shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Parties have caused this MOU to be duly executed as of the Effective Date by their duly authorized representatives.

Centre for Development Communication: Signature: <u></u> Name: Dr. Vivek S. Agrawal Title: Trustee Secretary Date: <u>19th September 2022</u>	The ICFAI University, Jaipur: Signature: <u></u> Name: Col. Sanjiv Banerjee (Retd.) Title: Registrar Date: <u>19 Sept 2022</u> Registrar The ICFAI University Jaipur
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