# MEMORANDUM OF UNDERSTANDING

Between



International Center for Climate and Sustainability Action Foundation C-083, Gamma-1, Greater Noida, Gautam Buddha Nagar, Noida-201308

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Dr. Bhimrao Ambedkar University, Agra





# MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding entered into on this \_10\_\_\_\_ day of \_MAY\_\_\_\_2023 between International Center for Climate and Sustainability Action Foundation, a Not for Profit Organisation, registered under Section 8 of the Companies Act, 2013 and having its registered office at C-083, Gamma-1, Greater Noida, Gautam Buddha Nagar, Noida, Uttar Pradesh – 201308, India (hereinafter called as 'ICCSA', which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the one part,

#### AND

Dr. Bhimrao Ambedkar University (originally known as Agra University) was established in 1927 by the efforts of enthusiastic educationists, caters to the educational need of the four districts of Agra Division, has 06 government college, 01 constituent college, 27 aided colleges and 540 sfs colleges affiliated and 04 residential Campuses and having registered offices at Dr. Bhimrao Ambedkar University, Khandari Campus, Agra, Uttar Pradesh -282002, India (hereinafter called as 'DBRAU', which expression shall where the context so admits include its successors and permitted assigns) of the second part.

## I. PREAMBLE

The parties are desirous of pursuing and promoting joint research and development activities of mutual interest in various aspects of environment related research and design projects, in accordance with their respective needs and objectives and shall by joint agreement, determine the areas and subject or such collaboration, on the basis of this MOU which sets out the general understanding of the parties' collaboration in scientific research and development and in consultation with their respective core team foreseeing a long-term relationship to pursue national and international interests.

This MOU details the modalities and general conditions regarding the collaboration between ICCSA and DBAU.

## II. MODALITIES OF COLLABORATION

In the spirit of intellectual cooperation, scholarly exchange, and the development of national partnership with leading institutions, ICCSA and DBRAU agree to establish a program of exchange and collaboration on related matters of mutual interest that may emerge over time.

The purposes of the cooperation are to promote cooperative research and facilitate the
exchange of ideas, development of new knowledge, and enhance high-quality research
acumen. The major thrust of the research (broad areas) on which the parties will cooperate

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(but not limited to) is Air Pollution related areas like Industrial Air Pollution Control, Hertiage Preservation and Yamuna Sewage disposal etc., modelling and management, water and wastewater treatment, solid and hazardous waste management, environmental health and assessment, environmental impact assessment, and climate science and policy, and sustainable development practices. The modes of cooperation will include:

- Development and implementation of cooperative research projects, professional development programs, and capacity-building efforts
- Organize symposia, conferences and meetings on timely research issues
- Dissemination of findings through scholarly publications, white papers, media etc.
- Exchange of faculty and students and mutual access to relevant facilities, and personnel
- Exchange information pertaining to the agreed-upon research areas.
- Prior to the initiation of any particular project or activity, the specific terms of cooperation and exchange for that project will be discussed and agreed upon in writing by the appropriate responsible representatives of both institutions.
- 3. Both parties understand that all financial arrangements for specific exchange activities must be mutually agreed upon and will depend on the availability of funds. In addition, the scope of the activities will be subject to funds available at the institutions for the type of collaboration undertaken and any financial assistance that may be obtained by either from external sources.
- Either party may propose to the other specific individual research projects for collaboration. Such
  proposal may be made at any time and the parties will develop an agreement for each agreed-upon
  project.
- 5. The protection and exploitation of any intellectual property arising out of any individual project will be addressed in each individual project agreement. Any such IP possibility in a specific case or project shall be recognised a-priori and shall be incorporated in the joint work being undertaken as indicated above.

# III. GENERAL CONDITIONS

- Day to day implementation of this MoU will be coordinated by Dr. J S Sharma Director, ICCSA and Prof Bhupendra Swarup Sharma, Head, Department of Environmental Studies, Dr. Bhimrao Ambedkar University Khandari Campus, Agra, 282002. Any change of coordinators will be with the mutual consent of both the parties.
- 2. Each institution agrees to release and hold the other harmless from and against any claims, damages, liability or costs, to the extent such claims damages, liability or costs arising from the

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negligent or willful acts or omission of the other party or any of its agents or employees in connection with their respective performance under this MoU.

- 3. This MOU shall be effective from the date of signing. The duration of the MOU shall be for a period of five years from the effective date. During its tenancy the MOU may be extended or terminated by a prior notice of not less than one month by either party.
- 4. Neither party shall be held responsible for non-fulfilment of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to Act of God, War, Flood, Earthquakes, Strikes, Lockouts, Epidemics, Riots, Civil Commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.
- 5. No amendment or modification of this MOU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment to this MOU. The amendment shall be effective from the date on which they are made/executed, unless otherwise agreed to.
- 6. Any dispute between the parties arising from this MOU shall be settled amicably through negotiations and dialogue in good faith.

#### SO AGREED

In witness whereof the parties, hereto have entered into this MOU effective as of the day and year first above written.

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For a	na on	penai	TOT	CCSA

Signature

Name DR. J.S. Sherma

Designation

For Interested Center for Camala & Sustainability Action Foundation

Director

Deepika

Witness: (Name and Address)

For and on behalf of DBRAL

Signature

Designation

Dr. Bhimrao Ambedkar University, Agra

Seal

Witness: (Name and Address)

Registrar

Registrar

Registrar

No. 18 123 Dr. B.R.A. University. And