

# MEMORANDUM OF UNDERSTANDING

Between

**Dr. Bhimrao Ambedkar University, Agra**

and

**India Resources Trust (“WRI India”)**

This Memorandum of Understanding (“MOU”), effective from 2, April 2024, is to confirm discussions between

**Dr. Bhimrao Ambedkar University (DBRAU), Agra, a U.P. State Public University**

and

**India Resources Trust, a trust, having its registered office at LGF AADI 2, Balbir Saxena Marg, Hauz Khas, New Delhi, Delhi 110016, Delhi, hereinafter referred to as “WRI India”**

and

(“WRI India” & “DBRAU” shall here in after being collectively referred to as “Parties”, and individually as a “Party”)

  
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**NOW, THEREFORE**, in consideration of the mutual promises hereinafter contained, the Parties here to agree as follows:

**Article 1.**

The objective of this non-binding Memorandum of Understanding ("MoU") is to build up the synergies and collaborate to support research for management of air quality by **DBRAU** and **WRI India** as mentioned in Article 3. This MOU is to foster genuine and mutually beneficial collaboration.

**Article 2.**

This MOU shall remain in force for an initial period of two (2) years from the date of execution. Thereafter it shall be extended for successive three-year period, subject to written consent of both the parties.

In case of disagreements between the two parties, this MOU can be cancelled by both parties by giving 30 days written notice prior to the date of cancellation.

**Article 3.**

The roles and responsibilities of the parties are as follows:

**DBRAU**

- a. Sharing of expertise, instrumentation, student resources, experiences, and ideas in research of air quality and pollution control.
- b. Jointly develop and submit proposals and collaborate on research work and policy development to manage air quality in the country.
- c. Any other exchanges and cooperative activities that may be jointly decided upon by the parties to further the objectives of this MoU.

**WRI India**

- a. Coordinate and jointly organize meetings, brainstorming sessions, open discussions with different departments like Chemistry, Environmental sciences etc.
- b. Jointly develop and assist with and towards the submission of proposals and policy development along with Collaboration on research to manage air quality in the country.
- c. Collaborate with selected students as and when required under different projects to attain the objective of the MoU.

  
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- d. Where opportunities present, leverage city and stakeholder collaborations to implement a real-world laboratory for research and evaluation.
- e. Any other exchanges and cooperative activities that may be jointly decided upon by the parties to further the objectives of this MoU.

#### **Article 4.**

This MOU describes the general conditions and arrangements for further discussions between the parties and shall be non-binding. The exact terms and conditions including but not limited to the financial implications, intellectual property rights, scope of engagement, of this future cooperation will be negotiated in due course and delineated in one or more separate and definitive agreements in the future, should circumstances warrant. Neither party shall be liable to the other for any claim, loss, cost, liability or investment opportunities arising out of directly or indirectly related to the other Party's decision to terminate this MOU, the other Party's performance under this MOU, or any other decision with respect to proceeding or not proceeding with the definitive agreement(s) or the Project(s). Further, each party acknowledges and agrees that the decision to enter into definitive agreement is the sole and absolute discretion of the other party.

#### **Article 5**

##### **Expense**

This MOU describes the general conditions and arrangements for further discussions between the parties and shall be non-binding. The exact terms and conditions including but not limited to the financial implications, intellectual property rights, scope of engagement, of this future cooperation will be negotiated in due course and delineated in one or more separate and definitive agreements in the future, should circumstances warrant. Nothing contained in this MoU shall constitute any partnership or agency or other such relationship between the parties. The relationship between the parties shall be on a principal to principal basis and if the MoU may be extended/ modified/ amended as may be required with explicit mutual written consent of both the parties and the exact terms and conditions of any other financial exchange shall be negotiated and delineated in one or more separate and definitive agreements in the future, should circumstances warrant.

#### **Article 6.**

##### **A. General Terms and Conditions:**

1. This MOU is effective from the date when both parties have signed it ("Effective Date").
2. This MOU shall remain in force for a period of 2 years from the Effective Date. Either Party may terminate the MOU by providing at 30 days' advance written notice to the other Party. Termination

  
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or expiration of this MOU does not automatically terminate any separate agreement between the Parties related to the subject matter of this MOU.

3. The MOU may be amended or extended by mutual consent in writing signed by authorized representatives of the Parties.
4. Each party is liable for its own acts and omissions under this MOU, which, for the prevention of doubt, does not include any liability based on the acts or omissions of a third party.
5. Confidential information shall be exchanged only under the terms of a separate agreement. No confidential information shall be disclosed pursuant to this MOU. All terms and conditions of this MoU and any materials provided during the term of the MoU must be kept confidential, unless the disclosure is required pursuant to process of law. Disclosing or using this information for any purpose beyond the scope of this MoU, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the other Party.
6. Nothing in this MOU authorizes a Party to use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this MOU or any product or service resulting from activities contemplated by this MOU, without prior written approval of an authorized representative of the other Party. The Parties acknowledge that by entering into this MOU, WRI India is neither stating nor implying that it has tested, endorsed or approved any product, service or company.
7. Any work produced under this agreement shall be jointly owned by both parties however, WRI India shall have the right to make the product publicly available under WRI India's logo.
8. This MOU may be executed in counterparts, which taken together will constitute one document.

#### **B. Dispute Resolution, Governing Law and Jurisdiction:**

The MOU shall be governed, construed and interpreted in accordance with the laws of India and courts of New Delhi shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this MOU. All disputes shall in the first instance be resolved jointly by the authorized representatives of the Parties. In case the same cannot be so resolved in 60 days, the same shall be referred to the joint arbitrator mutually appointed by the Parties. The arbitration shall be in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and the venue for arbitration shall be New Delhi. The arbitration proceedings shall be conducted in English. Any award made in such arbitration will be final and binding on the Parties.

#### **C. Force Majeure Clause:**

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, Earthquake, Strike(s), Lockout(s), epidemics, pandemic, Riots, Civil Commotions etc. provided on occurrence and cessation of events, the party affected by this shall give a notice in writing to the other party within one month of such occurrence

  
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and cessation. If the majeure conditions continue beyond 1 year, the parties shall then mutually decide about the future course of action.

**D. Modification; Waiver; Severability; Assignment:**

No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion, if any provision of this MOU is held invalid under any applicable law, such holding shall not affect the validity of remaining provisions and same shall continue in full force and effect. Neither party may assign this MOU, in whole or in part, without the prior written consent of both the non-assigning party.

E. **Headings:** Headings used in this MOU are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this MOU.

F. **Entire Agreement:** This MOU represents the entire understanding and MOU between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous communications, representations or agreements, oral or written, regarding the subject matter hereof.

G. **Counterparts:** This MOU may be executed in two counterparts, each of which shall be deemed an original but all of which shall constitute the same MOU. This MOU and any document or schedule required hereby may be executed by facsimile signature.

H. **Notices:** The notices will be given at the addresses mentioned in the MoU and will be accepted by email and posts.

There will be two copies of this MOU equally valid, one for each party.

For

For

**Dr. Bhimrao Ambedkar University**

  
Registrar

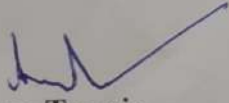
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**Dr. B.R.A. University, Agra**  
**Dr. Rajeev Kumar (Registrar)**  
(registrar.dbrau.ac.in@gmail.com)  
(Paliwal park, Agra 4)

**WRI India (India Resources Trust)**

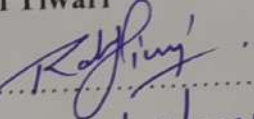

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**Madhav Pai (CEO of WRI India)**  
([madhav.pai@wri.org](mailto:madhav.pai@wri.org))

LGF AADI 2, Balbir Saxena Marg, Hauz  
Khas, New Delhi, Delhi 110016

  
Witness: **Prof. Ajay Taneja**

Date (mm.dd.year) 02/04/2024

Witness: **Dr. Rahul Tiwari**

Date (mm.dd.year)  02/04/2024

  
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