

MEMORANDUM OF UNDERSTANDING

Between

Madan Mohan Malaviya University of Technology, Gorakhpur

And

AWEI Asia, India / ICE Group India

Madan Mohan Malaviya University of Technology, Deoria Road, Gorakhpur (hereinafter referred to as "**MMMUT**") is a premier technological University engaged in imparting professional education besides research, innovation, technical training, and consultancy for more than the fifty years as Madan Mohan Malaviya Engineering College, Gorakhpur and as Madan Mohan Malaviya University of Technology, Gorakhpur since 1st December 2013.

AND

AWEI Asia, India / ICE Group India (hereinafter referred to as "**AWEI Asia**") , Purbhachal Cluster 2, N7 Salt Lake City, Kolkata – 700097 is committed to facilitate education, training, testing, research and development in respect to sustainability in India.

In view of the common interest of development of clean technologies, philosophies and professional objectives the **MMMUT and the AWEI Asia** resolve to join hands for contributing towards the attainment of common objectives through collaborative research & development activities, innovative practices and innovations, projects & dissertations at undergraduate and post graduate level programmes in the **MMMUT** for the overall benefit of the society at large and also on other contemporary issues related to popularization of use of renewable energy technologies and other issues related to sustainability in the country.

In order to enhance the above objectives, **MMMUT and AWEI Asia** have agreed to sign this Memorandum of Understanding. The details of the understanding are as follows:

1. **MMMUT** shall be assigning problems for B.Tech. Projects / M.Tech. Dissertations / Ph.D.Thesis in consultation with **AWEI Asia** for being carried out by the students.
2. **MMMUT and AWEI Asia** shall join hands for organizing and imparting development /

awareness programmes / testing & analysis / e-learning resources and other training modules for the students / working professionals / corporate / public. The **MMMUT** will be the anchor partner and **AWEI Asia** shall act as the associate partner for all such programmes.

3. **MMMUT and AWEI Asia** shall join hands for holding community service initiatives , research & development, awareness, training programmes etc. related to sustainability.
4. The area on which the community service initiatives, development, awareness, training programmes etc. will be organized shall be decided with the mutual agreement between **MMMUT and AWEI Asia** and each activity or programmes will be treated as an independent stand alone project.
5. **MMMUT and AWEI Asia** shall provide their expertise, resources both human and infrastructural to implement and supplement trainings, projects, testing & analysis, community service initiatives, including research & innovation and assignments, to each other to implement the project in the best interest of the society.
6. For every activity there will be a Coordination committee to ensure the smooth and professional conduct of the programmes which shall be nominated by the Vice Chancellor, **MMMUT** and shall comprise of senior officials of **MMMUT and AWEI Asia** as designated by them.
7. All the financial model related to the expenses/revenue pertaining to various activities under this MoU shall be decided mutually by the **MMMUT and AWEI Asia** for each activity separately. It is quite likely that in certain activities related to UG/PG non-commercial projects carried out by the students of **MMMUT** there is no financial implication, however the exposure to the technologies and facilities of **MMMUT and AWEI Asia** shall be determined mutually.
8. The marketing, promotion, advertisement of development programmes and other Training programmes may be done on project to project basis after mutually discussing the need and consent of both parties.
9. Financial rules of **MMMUT** as applicable shall be enforced on the expenditure of the funds provided by **MMMUT** while **MMMUT** shall have no regulation on the expenditure of the funds provided by **AWEI Asia** for any activity.
10. Either of the parties should neither use nor disclose any outcome of the collaborative activity for commercial purpose without the written consent of **MMMUT and AWEI Asia** except for academic / research publications / extension services as per requirement of **MMMUT** for academic purpose. However, it shall be under obligation to disclose the name of **MMMUT and AWEI Asia** as its joint creator. The money received in **MMMUT** shall become part of its revenue generation.
11. Copyright & IPR for any product, technology, process, activity or innovation developed jointly shall rest with both the parties i.e. **MMMUT and AWEI Asia** irrespective of extent of

involvement in the development process of the same. Both the parties shall be free to use all such material under mutually agreed terms & conditions & not hampering each other's interest but it shall be obligatory for both the partners to disclose the names of both **MMMUT and AWEI Asia** as their creators.

Arbitration: The Hon'ble Vice Chancellor, Madan Mohan Malaviya University of Technology, Gorakhpur shall be the sole arbitrator in the event of any dispute, difference or question arising out of or in any way touching or concerning the present agreement or the subject matter hereof on the respective rights, duties or liabilities of the parties under or in respect of this Agreement. The award / decision of the Arbitrator shall be final and binding on both the parties.

Exit Clause: Either party can revoke this memorandum of understanding by giving one month's notice to the other party only after the ongoing collaborative activities are complete as per its' prescribed objectives. The reason for revoking the understanding is not mandatory to be cited. But before invoking the revoking process, all the expenses shall be settled and there should not be any unsettled payment due to any one. In case of revoking the MOU, the escrow operator shall disburse the remaining funds in the escrow account in the ratio of respective funding proportion for the respective activity, after ensuring that there are no pending expenses.

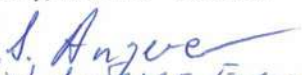

The MoU is signed on 28th day of May, 2014 at MMMUT, Gorakhpur




Signatures
Name: Sauman Das Gupta
Designation: Executive Director, Asia


Name : Prof. Udai Shanker
Designation : Dean (Research & Development)

AWEI Asia / ICE Group
Purbhachal Cluster 2, N7
Salt Lake City, Kolkata - 700097

Madan Mohan Malaviya University of Technology
Deoria Road, Gorakhpur – 273010 INDIA

Witness:
1.  (S. Anzve, Executive Director AWEI and ICE Group)
2.  (Dr. B.S. Rai, Dean Student Affairs)

Witness:
1.  (Dr. K.G. Upadhyay, Dean Academic)
2.  (Dr. D.K. SINGH, Dean Planning)