

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MoU") is made and entered into on this 26 of Nov month of year Two Thousand Twenty -Four, (26/11/2024) ("Effective Date")

By and between:

Veer Madho Singh Bhandari Uttarakhand Technical University, Dehradun a University established under the Uttarakhand Technical University Act No. 415 of 2005 by the Uttarakhand State Government having its office at Chakrata Road, Prem Nagar, Suddhowala, Dehradun - 248007, Uttarakhand hereinafter referred to as "UTU", (which expression shall, unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) on the First Party.

And

Himalayan Environmental Studies and Conservation Organization (HESCO), Dehradun was formed in 1979 by a group of people who felt strongly over the rapid deterioration of the Himalayas. The group was formally registered under the firms and societies Registration Act (1960) in 1983 and under FCRA in the year 1991 to ease the formalities required by many associating agencies. Hereinafter "HESCO", an expression unless repugnant to the context or meaning thereof, mean and include its successors in interest and permitted assigns) on the Second Party.

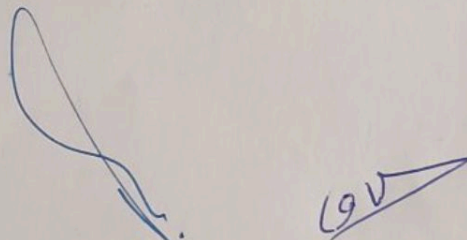
UTU and HESCO shall be individually known as a "Party" and together as the "Parties". To facilitate the research, analysis, and development for the following pointers.

WHEREAS:

- A. UTU envisages to advancement and development of Technical Education and for matters connected therewith or incidental thereto in the state of Uttarakhand along with bridging the learning and skill gaps of its students and professionals through partnerships with premier institutions.
- B. HESCO in its essence is truly rural as it derives inspiration from the villages and devises solutions for their problems. It helps them to focus on their economic and development needs and encourages them to tap local resources that open up new avenues to self-reliance. Their innovative and ecologically-sound solutions so far, have yielded outstanding results in their target regions, and have brought them national recognition, and recently international attention for their contributions to rural mountain development considering the pioneering work and philosophy of HESCO team, armed with advanced knowledge of the environmental sciences and low-cost technologies.
- C. The faculty member(s) of UTU involved in this MoU or in any project specific agreement will receive/discard Confidential Information on behalf of UTU. He/She/They will execute the obligations of non-disclosure of Confidential Information received from HESCO.

1. AREAS OF COOPERATION

The Parties hereby agree to collaborate on the below-listed aspects as part of Phase-I.



1. Carryout critical studies and research for performance enhancement of processes, development of new processes, products, and development of rural technology for easing out life of human being in Uttarakhand state.
2. Undertake initiatives for ensuring the sustainable development in Uttarakhand state.
3. Joint advocacy and research publications from the joint activities.

Subsequent to completion of Phase-I, the parties may mutually decide on Phase-II that will include interventions and its impact on communities among other objectives.

2. ROLE OF UTU

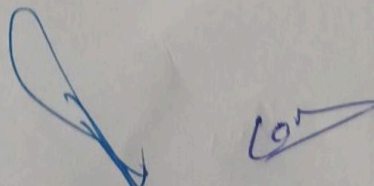
1. Financial Support for Phase-I:
 - (i) Expenditure for upto three Research cum Teaching Fellow for carrying out his/her Ph.D. on the topic as decided in mutual agreement by HESCO and UTU from UTU and carry out associated research / teaching at HESCO / UTU campus as per UTU Research cum Teaching Fellowship Scheme.
 - (ii) Other expenditure on joint initiatives as per the provisions of UTU with prior approval of the Vice Chancellor of UTU on case to case basis.
2. Research Support: UTU will support with data and expertise under the areas of cooperation. UTU to support the collaboration.

3. ROLE OF HESCO

1. Joint Research Collaboration: HESCO will collaborate with UTU in conducting research that is relevant to rural development and sustainability. HESCO will bring its expertise in rural development and conservation to complement UTU's technical expertise.
2. Joint Data Analysis and Management: HESCO, in collaboration with UTU, will be responsible for jointly collecting, analyzing, and managing data. This includes ensuring data security, privacy, and compliance with relevant regulations.
3. Policy Advocacy and Communication: HESCO will work with UTU to advocate for policy changes based on the research outcomes. HESCO shall also lead in the strategic communication of key programmatic outputs and outcomes to relevant stakeholders, including government bodies, NGOs, and the general public.
4. Network Expansion: HESCO will support UTU in expanding the existing research and implementation networks across the country. This includes connecting with various stakeholders such as government agencies, NGOs, and other research institutions to broaden the impact of the initiatives.

4. TERM AND TIMELINES

- This MoU shall commence on the Effective Date. The MoU is valid for a period of three years or the completion of Ph.D. initiated as part of MoU but not more than



4 years from the Effective Date, to be considered as Phase-I. A new MoU to be developed for the Phase-II.

- The Party may extend the term in writing. The MoU may be terminated by either Party by giving a written notice of 60 days to the other Party, mentioning sufficient cause for such termination.

5. APPLICABLE LAWS

This MoU shall be governed by the laws of India and the Parties shall comply with all applicable laws of India while performing their respective obligations under this MoU and shall be subject to the jurisdiction of the Courts in Dehradun.

6. DATA USAGE

Both Parties shall follow the underlying data usage requirements of the respective agencies from where the data is being gathered.

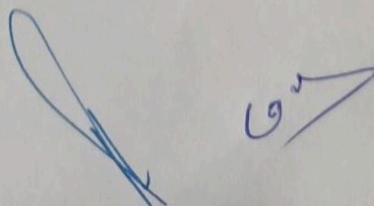
7. INTELLECTUAL PROPERTY

"Intellectual Property Right" means any and all patents, copyrights, trade secret rights, trademark rights, design rights, and other proprietary or similar rights in intellectual property, existing now or in the future, including the rights to secure registrations, renewals and extensions thereof.

All the Intellectual Property Rights of either Party in existence on the Effective Date shall remain the property of its respective owner ("Background IP"). The Parties agree that the Background IP which is disclosed pursuant to this MoU, shall belong to the respective Parties, and the other Party shall be entitled to a non-exclusive license to use the same for the purpose of fulfilling its obligations under this MoU alone. The Parties further agree to disclose any Background IP which involves third party rights/collaborations.

- a. Any Background IP that is not available in public domain will also be considered as 'Confidential Information' of the respective Party.
- b. Title to any IP made or conceived solely by employees of either Party without any inventive contribution from the other Party under this MoU shall be owned by such Party ("Sole IP").
- c. Title to any IP made or conceived jointly by employees of both the Parties under this MoU (hereinafter called "Joint IP") shall be owned jointly by both the Parties in accordance to their intellectual contribution, the proportion of which shall be agreed upon by the Parties at the relevant time through a separate agreement.
- d. Application of such Joint IP for commercial or other purposes shall be effected as per mutually acceptable terms to be negotiated in good faith between the Parties under a separate agreement therefor.
 - i. **Restrictions:**
HESCO and UTU may jointly publish the research findings in academic conferences, peer reviewed journals, and books upon mutual agreement.

8. CONFIDENTIALITY



Under this MoU, it may be necessary for one Party to receive information that maybe proprietary and confidential in nature for the other Party. Confidential information includes all communication of information disclosed in documentary or tangible form between the Parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made. The Parties agree and undertake to keep confidential for a period of five (5) years following the date of disclosure under this MoU any information or data that may be exchanged, acquired, disclosed or shared in connection with any activity conducted pursuant to this MoU save where such information is already in the public domain or later becomes part of the public domain through no fault of the receiving Party or is required to be disclosed by any applicable law or regulations, or where the extent of such disclosure is authorized in writing by the other or is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality, or is independently developed by Receiving Party, or is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party or was known to Receiving Party prior to disclosure by Disclosing Party. Neither Party shall use the information of the other Party except to the extent required to enable the performance of this MoU. Notwithstanding anything to the contrary herein, protection of information constituting a trade secret (confirmed as such in writing by the disclosing party to the receiving party within 30 days from date of disclosure) shall never expire and shall be subject to the provisions of this MoU until it no longer constitutes a trade secret.

9. NO LIABILITY

Neither Party, nor any of their affiliates nor their or their affiliates respective directors, officers, employees, subcontractors or agents shall be liable to the other Party for any special, incidental, indirect or consequential damages (including, but not limited to, contract, negligence and tort liability) in connection with or arising out of this MoU.

10. PUBLICITY

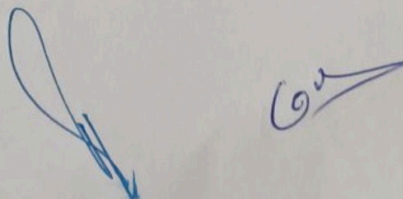
Neither Party shall use the name of the other Party or its employees in any advertisement, press release or publicity with reference to this MoU without prior written approval of the other Party, except for necessary governmental disclosures.

11. INDEPENDENT CONTRACTORS

For the purposes of this MoU, the Parties hereto are independent contractors and nothing contained in this MoU shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint ventures.

12. ASSIGNMENT

This MoU shall not be assigned by either Party without the prior written consent of the other, to any third party. In case of any such assignment, the party taking up the assignment



shall succeed to the rights, benefits, titles, duties, interest and obligations and liabilities of the Party making such an assignment under the MoU.

13. DISPUTE RESOLUTION

The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this MoU by negotiation. If the matter cannot be resolved in the normal course of business, within ten (10) days after the dispute arises, any interested Party shall give the other Party written notice of any such dispute not resolved, after which the dispute shall be referred to the Vice Chancellor, UTU and Director, HESCO who will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. In case an amicable settlement of any disputes arising out of or relating to this MoU is not achieved within thirty (30) days after written notice is received, such dispute shall be referred to arbitration under the Rules of Arbitration and Conciliation Act, 1996 (as amended from time to time), by one (1) sole arbitrator appointed in accordance with said Rules. The seat of the arbitration shall be Dehradun. The arbitration shall be conducted in the English language and the award shall be final and binding upon the Parties. Each Party shall bear its own costs of the arbitration unless the arbitrator otherwise directs.

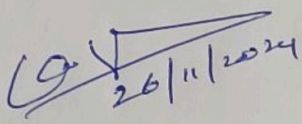
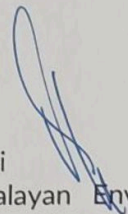

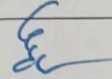
14. AMENDMENT

Any amendments to this MoU shall be mutually agreed to in writing by the Parties, through their authorized signatories.

15. ASSIGNMENT

The MoU shall not be assigned, in whole or in part by either party without obtaining the prior written consent of the other party.

In Witness Whereof the parties to this Memorandum of Understanding have affixed their signature on the 26 -Day of Nov, 2024.

For and on Behalf of Veer Madho Singh Bhandari Uttarakhand Technical University, Dehradun	For and on Behalf of Himalayan Environmental Studies and Conservation Organization, Dehradun
 26/11/2024 Prof. Onkar Singh Vice Chancellor, Veer Madho Singh Bhandari Uttarakhand Technical University, Dehradun	 Dr. Anil P. Joshi Director, Himalayan Environmental Studies and Conservation Organization, Dehradun
Witnesses:	Witnesses:
Signature:  Name: B.S. Jaiswal Designation: Finance Controller	Signature:  Name: (Prof. Satyendra Singh) Designation: Registrar