

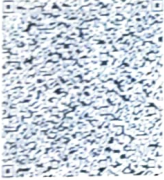


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Certificate Issued Date : 21-Feb-2022 09:10 AM
Account Reference : IMPACC (IV)/ dl705403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL70540376253631739858U
Purchased by : REGISTRAR JAMIA HAMDARD
Description of Document : Article Others
Property Description : Not Applicable
Consideration Price (Rs.) : 0
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First Party : REGISTRAR JAMIA HAMDARD
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Stamp Duty Paid By : REGISTRAR JAMIA HAMDARD
Stamp Duty Amount(Rs.) : 100
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (Herein after referred to as the 'MoU') is entered into and executed on this 21st day of February, 2022 at New Delhi.

BETWEEN

JAMIA HAMDARD (Deemed to be University) under Section 3 of the UGC Act, located in Hamdard Nagar, New Delhi-110062, India represented by its Registrar presently Mr. S. S. Akhtar, (Hereinafter

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referred to as 'JH'), which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns of the **FIRST PART**;

AND

Indian Pollution Control Association (Hereinafter referred to as "IPCA"), registered address at 3-6, DDA Shopping Complex, Hargobind Enclave, Delhi, INDIA, a Non-Government Organization, registered under Society Registration Act XXI of 1860, which is incorporated in 2001, through its Authorised Representative Mr. Ashish Jain, which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns of the **SECOND PART**.

Jamia Hamdard and IPCA will hereinafter be referred to collectively as "Participants" or individually as "Participant", as applicable.

WHEREAS, each of the parties are wishing to create awareness on environment conservation and adopt best practices of waste management and air quality management.

AND WHEREAS, JH and IPCA wish to enable cooperation for creating awareness and campaign for sustainable environment;

NOW THEREFORE, Jamia Hamdard and IPCA, as Participants to this Memorandum of Understanding, set forth the following: -

ARTICLE I

(Background & Objectives)

1.1 Background: Jamia Hamdard provides avenues for higher education leading to excellence and innovations in such branches of knowledge as may be deemed fit primarily at under-graduate, post-graduate and doctoral levels, fully conforming to the concept of sustainable development through waste, air, natural resources management for restoration of ecosystem through analysis of sustainable systems, integrating education, research, training engineering-based approaches with insights social sciences to develop action-oriented, policy relevant responses to long-term environmental and social issues. It is also contributing to the rapidly

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growing scientific and technological knowledge and professional excellence in environmental sciences and related issues.


WHEREAS, IPCA is an NGO that has vast experience in implementing waste management and air quality systems at various levels and well understand the policy, technologies, and business opportunity of the sectors. Its expertise is in innovation and entrepreneurship for developing standard practices by undertaking industrial & applied research and consultancy in the allied areas of waste management and air quality management.

- 1.2 **Objectives.** This MOU reflects the Participants' sincere and genuine intentions to collaborate in specific activities set out herein pertaining to development and execution of environment-based research project, awareness and training program for the students, and run campaign to bring behavioral change in the society for sustainable environment. The purpose of this MOU is to advance the collaborative ideas and objectives of the Participants as they relate to academics and research in the fields viz. Waste Management, Air Quality Management Public Policy & Sustainable Development, Sustainable Development Practice, Finance Management, Circular Economy, Recycling Technologies, and Resource Management, Development Management and enable each of the Participants to pursue the academic & research activities and tasks set out in Article II of this MOU.

ARTICLE II

(Scope of Collaboration)

- 2.1 **General Scope.** Each Participant will foster a collaborative academic and research relationship with the other Participant that is focused on Sustainable Environment in Cities.
- 2.2 **Specific Activities.** The Participants intend to collaboratively pursue the following research and academic activities and goals as through:
- i) Implementation of 'My10 kg plastic' and 'Bottle for change' project in the Jamia Hamdard campus.
 - ii) Training for Jamia Hamdard fraternity on plastic waste management.


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- iii) Environmental education and awareness through campaigns, seminar, workshop, webinar and other activities to inculcate the culture of eco-friendliness and environmental conservation.
- iv) Research project collaboration for solid waste and air quality management.
- v) Guidance and support to strengthen university's eco club


The areas of interests would be within those defined in Clause 1.2 above.

2.3 Roles and Responsibilities of participants:

- a. Considering the significant overlap in areas of Research & Development both Participants will endeavor to have joint projects, both through engagement in project delivery teams, as well as in advisory roles.
- b. JAMIA HAMDARD shall provide its classroom, students, faculty and infrastructure support for conducting workshops, seminar, and conferences on different subject of sustainable environment.
- c. IPCA will provide its expertise of the subject as speaker for workshop, seminar, and conference.
- d. IPCA will provide logistic support for the collection of plastic waste under 'My 10 Kg Plastic' and 'Bottle for Change' Program.
- e. IPCA will provide its technical inputs in preparing research proposal and will provide assistance in implementing of the research project at ground.

2.4 **Financial Terms and Conditions:**

2.4.1 IPCA will not charge for its logistic support for the collection of plastic waste from the campus and provide human resource as expert speaker of the subject for conducting workshop, seminar, and conference at zero cost.


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2.4.2 If JAMIA HAMDARD AND IPCA has or win any research project or projects prepared and submitted jointly, then the revenue share of the project will be as per the proposal conditions; which shall be agreed in a written form between the parties at the time of having or winning such project or projects.

2.4.3 JAMIA HAMDARD will provide access to its campus and facilities at zero cost for workshops, training sessions, programs, etc. organized by IPCA on issues related to sustainable environment

2.4.4 JAMIA HAMDARD will not charge IPCA for any awareness and promotional activities of IPCA related to objectives of this MoU.

2.5 **Further Agreements.** It is envisioned that the Participants will enter into further binding agreements involving or related to the areas of co-operation outlined in Articles 2.2 to 2.4 above ("Further Agreements"). Further Agreements will delineate the Participants' rights and obligations, and will address, among other things, sources of funding and intellectual property rights, and be signed by both Participants' authorized signatories, before commencing any activities related to these.

2.5.1 Each Participant's Liaison Officer, as designated in Article 4.6 below, will coordinate with its Office of Research/ Academics, or equivalent, regarding any Further Agreements identified and proposed under this MOU prior to initiating projects/ Academic programs or applying jointly for external funding for such projects/ programs.

2.5.2 Each Participant will abide by all regulations, policies and procedures of their Institutions regarding the disclosing and handling of intellectual property, developed technologies, and confidential information that may arise under this MOU.

2.6 **Tasks for Participants.** Each Participant will maintain regular and reasonable contact with the other Participant and engage in discussions to further the objectives defined under this MoU.


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Jamia Hamdard
Islamabad University
Islamabad



ARTICLE III

(Duration, Termination and Amendment)

- 3.1 **Duration.** This MOU shall remain in force for 01 (One) year from the date of signing of this MOU. Either parties may terminate this MOU by providing 03 (Three) months advance written notice to the other Parties.
- 3.2 **Extension and Renewal.** The parties may extend or renew this MOU by an agreement, with mutual consent, under taken by each parties' authorized signatories 03 (three) months prior to the expiry of this MOU.
- 3.3 **Amendment.** No amendment to this MOU will be effective unless made in writing and signed by each parties' authorized signatories, subject to legal clearances, if any.

ARTICLE IV

(General Matters)

- 4.1 **Use of Names and logo.** Except in promoting the activities proposed in Article 1.2 above among its faculty, staff, and students, neither parties may use the name and/or logo of the other parties in any form of advertising or publicity without a prior written permission approval from the authorised representatives of the parties. The parties will seek permission from one another by submitting the proposed use, well in advance of any deadline, to the Liaison Officers designated in Article 4.4 below.
- 4.2 **Confidentiality.** In the course of the activities under this MOU it may be necessary for the parties to disclose Confidential Information. Unless otherwise expressly permitted in this agreement, any and all information, correspondence, financial statements, records, data, or information that is competitively sensitive and not generally known to the public, including formulations, analysis, inventions, improvements and activities of the disclosing party, disclosed by one party to the other party of this MOU, and other document transmitted or communicated by either party to the other party that is marked as confidential or proprietary for the purposes of this agreement ("Confidential Information") shall be received and treated in confidence, and shall not be used by the



receiving party or disclosed by the receiving party without the prior written consent of the disclosing party, which consent shall not be unreasonably withheld or delayed. These restrictions on use or disclosure of information do not extend to any item of information which (a) is publicly known at the time of the disclosure, (b) is lawfully received by the receiving party from a third party which does not have a confidential relationship to the disclosing party, (c) the receiving party can demonstrate was in its possession or known by it before its receipt from the disclosing party, or (d) the receiving party is required by law to disclose to government authorities (including courts). Unless otherwise required under a subsequent binding agreement, each receiving party shall, at the expiry or termination of this MoU, return to the disclosing party any and all documents provided by the disclosing party setting out as Confidential Information. This clause has no application to the information which is already in the knowledge of each party.

4.3 Potential for Intellectual Property Development. It is understood that activities contemplated under this MOU are expected to be co-operative in nature and that Participating Researchers (including students, faculty, and staff researchers) may collaborate in such research activities.

4.3.1 "Intellectual Property" or "IP" means all patentable discoveries, innovations, inventions, improvements, devices, equipment, and designs, conceived and reduced to practice under the term of and in performance of this agreement.

4.3.2 All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights ("IPR") disclosed in connection with this MOU shall remain the joint property of the parties.

4.4 Notices. The Participants must give all notices under this MOU in writing. All communications must be sent to the addresses set forth below or to such other address designated by the parties by written notice. Notices are effective upon receipt.

For Jamia Hamdard, Registrar (Authorised Signatory) Jamia Hamdard Hamdard Nagar, New Delhi-110062	For IPCA, Mr. Ashish Jain Authorised Signatory & Founder Director,
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E-mail: registrar@jamiyahamdard.ac.in

3-6, DDA Shopping Complex,
Hargobind Enclave,
Vikas Marg Ext., Delhi -110092
Email: ashish@ipcaworld.co.in


4.5 Indemnification

4.5.1 JAMIA HAMDARD agrees to defend, indemnify and hold IPCA, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the activities under this MOU, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of JAMIA HAMDARD.

4.5.2 IPCA agrees to defend, indemnify and hold JAMIA HAMDARD, its officers, employees and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the activities under this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of IPCA.

4.6 Dispute Resolution. The Participant's agree to make efforts in good faith to resolve all disputes amicably and expeditiously between themselves. The courts in New Delhi will have jurisdiction to resolve any dispute in case of failure to resolve disputes(s) by amicable settlement. The provision of Indian Arbitration and Conciliation Act 1996 (as amended till date) will apply to such disputes(s).

4.7 Non-Binding Nature. Nothing in this MOU will be construed as creating a binding legal relationship between the Participants, with the exception of only Article IV herein which will survive the expiry or termination of this MOU. This MOU is a broad statement of intent set forth the general basis upon which the Participants wish to proceed. No legal liability will arise in respect of any subject matter hereof unless a subsequent binding agreement is negotiated, approved, executed and delivered by the Participants to this MOU. This is only seen as a record of intention of the participants about their objects and objectives to be achieved under this MOU.


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4.8 Authorized Signatories. Each Participant represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated.

IN WITNESS WHEREOF, the parties have caused this MoU to be executed by the hands of duly authorised representatives on the day, month and year first before written and that the parties hereto caused this MoU to be executed by their duly authorised signatories in two original copies. The Parties mutually acknowledge and declare to have effectively negotiated and understand all the terms and conditions of this MoU and that; their concurrence on the MoU is the consequence of such negotiations and free will and without any misrepresentation, undue influence, coercion etc.

**ON BEHALF OF
FIRST PARTY**



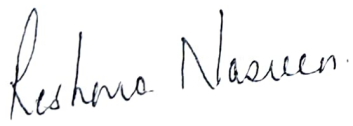
(S.S. Akhtar)
Registrar
Authorised Signatory
Jamia Hamdard
Hamdard Nagar
New Delhi-110062.

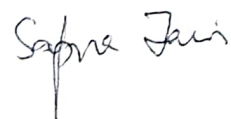
**ON BEHALF OF
SECOND PARTY**



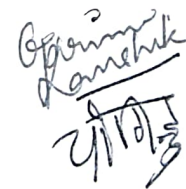
Ashish Jain
Authorised Signatory &
Founder Director,
3-6, DDA Shopping Complex,
Hargobind Enclave, Vikas Marg
Ext. Delhi -110092

WITNESSES:

1. 

2. 

WITNESSES:

1. 

2.