# UMBRELLA MEMORANDUM OF UNDERSTANDING

**Between**

K.R. MANGALAM UNIVERSITY
THE COMPLETE WORLD OF EDUCATION

## K.R. MANGALAM UNIVERSITY

**Sohna Road, Gurugram (Haryana)-122103**

**And**

SUSTAINABILITY IS OUR GOAL

## INDIAN POLLUTION CONTROL ASSOCIATION

**3-6, DDA Shopping Complex, Hargobind Enclave**
**Delhi- INDIA**

**ON**

## ACADEMIC and RESEARCH COLLABORATION

**MEMORANDUM OF UNDERSTANDING**

**K R Mangalam University Sohna Road, Gurugram**
(A Private University of Haryana State)
**AND**
**INDIAN POLLUTION CONTROL ASSOCIATION,**
**3-6, DDA Shopping Complex, Hargobind Enclave**
**Delhi**

This Memorandum of Understanding (MOU) is made between **K.R. Mangalam University, Sohna Road, Gurgaon - 122103 (hereinafter referred to as "KRMU"),** a private university established under the Haryana Private Universities Act 2006 (Amended 08 of 2013) and under section 2(f) of UGC Act, 1956 wherein empowered to award degrees, as specified under section 22 of the UGC Act, 1956 India represented by its Registrar and **Indian Pollution Control Association, 3-6, DDA Shopping Complex, Hargobind Enclave Delhi-110092 (hereinafter referred to as "IPCA"),** a Non-Government Organization, registered under Society Registration Act XXI of 1860, which is incorporated in 2001 **- each wishing to create awareness on environment conservation and adopt best practices of waste management and air quality management.**

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

WHEREAS **KRMU** and IPCA wish to enable cooperation for creating awareness and campaign for sustainable environment;

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

**ARTICLE I**

**(Background & Objectives)**

**1.1 Background.**

**WHEREAS K.R. MANGALAM UNIVERSITY**, Sohna Road, Gurgaon - 122103 (Delhi NCR Region), a private university established under the Haryana Private Universities Act 2006 (Amended 08 of 2013) and under section 2(f) of UGC Act, 1956 wherein empowered to award degrees, as specified under section 22 of the UGC Act, 1956. Its quest for knowledge is seamless across disciplines like Engineering, Law, Basic & Applied Sciences, Management and Commerce, Journalism & Mass Communication, Medical & Allied Sciences, Architecture & Planning, Fashion, Humanities, Education and Ph.D. programmes. It lays strong emphasis on learning through practical exposure and research, enabling its students to

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become responsible professionals with self-awareness and a commitment for public service. The unique learning facilities and the state-of-the-art infrastructure inspires its students to be professionally skillful, socially committed and worldly successful. The University offers opportunities for multidisciplinary education that transcends beyond the boundaries of Science and Arts. It is constantly chasing perfection, innovating new dimensions and opening new avenues and opportunities to the new generation. University is involved in Teaching, Research, Development, and Innovation.

WHEREAS, **Indian Pollution Control Association (IPCA),** 3-6, DDA Shopping Complex, Hargobind Enclave Delhi-110092, is a not-for-profit organization registered under the Society Registration Act, XXI of 1860 and registered under 80G and 12A act of Income Tax. IPCA is an ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 certified organization and pioneer in preparing and executing EPR Action Plan for Plastic Waste Management (PWM). IPCA has rich experience in formulating and executing community engagement program as well as developing infrastructure for effective management of waste and air. IPCA is authorized Plastic Waste Recycler by CPCB and authorized PRO by Chandigarh Pollution Control Committee. IPCA is also an expert committee member in the committee constituted by The Ministry of Environment, Forest and Climate Change (MoEFCC), CPCB, Govt of NCT of Delhi, Govt. of J&K, Govt. of Uttarakhand, and Municipal Corporation of Delhi. Adhering to 15 out of 17 Sustainable Development Goals (SDGs) of UN, IPCA has created a network of more than 30,000 waste workers across 35 States and UTs of India and partnered with institutions like TERI SAS, Skill Council of Green Job (SCGJ) to encourage entrepreneurship in solid waste management. IPCA has also established Centre for Excellence in Waste Management & Research in collaboration with TERI SAS. IPCA 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.

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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:

i) Offer of Non-financial Internship/ dissertation/ project work for students of **K.R. Mangalam University**, on 'Waste Management-Solid Waste and Air Quality' in IPCA and/or its associated Research Centers;

ii) Provision of placement of interested students, on completion of their respective programmes (Diploma/ Undergraduate/ Post Graduate/ Doctoral) in IPCA or it associated research Centre;

iii) Undertaking Research proposals jointly with funding on 50:50 basis from own resources on 'Waste Management-Solid Waste and Air Quality';

iv) Formulation and submission of joint Research proposals to External funding Agencies (Government/ Non-government/ Industry) on 'Waste Management-Solid Waste and Air Quality'. If funded, it will be executed jointly with Revenue sharing as laid down in the proposal;

v) Implementation of 'My10 kg plastic' and 'Bottle for change' project in the **K.R. Mangalam University** campus;

vi) Awareness campaign amongst students, faculty and staff of KRMU on waste management;

vii) Faculty exchange for delivering lectures on 'Waste Management-Solid Waste and Air Quality'.

viii) **K.R. Mangalam University and IPCA** agrees to organize at least one National/ International Conference, Workshop, Symposium Seminar or Conclave in a calendar year.

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

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**2.3 Roles and Responsibilities of participants**

i) 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.

ii) K.R. Mangalam University shall provide its classroom, students, faculty, and infrastructure support for conducting workshops, seminar, and conferences on different subject of sustainable environment.

iii) IPCA will provide experts as speaker for workshop, seminar, and conference.

iv) IPCA will provide logistic support for the collection of plastic waste under 'My 10 Kg Plastic' and 'Bottle for Change' Program from K R Mangalam University campus.

v) 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.

2.4.2 If any Research project, submitted jointly by KRMU and IPCA gets approved by the External Funding agency then the revenue sharing of the project will be in accordance with the conditions laid down the proposal.

2.4.3 KRMU 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 KRMU 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 cooperation 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 specific activity

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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.

## ARTICLE III
## (Duration, Termination and Amendment)

**3.1** **Duration.** This MOU shall remain in force for one year from the date of signing of the MoU. Either Participant may terminate this MOU by providing -one month advance written notice to the other Participant.

**3.2** **Extension and Renewal.** The Participants may extend or renew this MOU by agreement, with mutual consent, under taken by each Participant's authorized signatory one month 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 Participant's authorized signatory, subject to legal clearance.

## 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 Participant may use the name and/or logo of the other Participant in any form of advertising or publicity without written permission from each other. The Participants 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 Participants 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

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generally known to the public, including formulations, analysis, inventions, improvements and activities of the disclosing Participant, disclosed by one Participant to the other Participant of this MOU, and other document transmitted or communicated by either Participant to the other Participant 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 Participant or disclosed by the receiving Participant without the prior written consent of the disclosing Participant, 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 Participant from a third party which does not have a confidential relationship to the disclosing Participant, (c) the receiving Participant can demonstrate was in its possession or known by it before its receipt from the disclosing Participant, or (d) the receiving Participant is required by law to disclose to government authorities (including courts). Unless otherwise required under a subsequent binding agreement, each receiving Participant shall, at the expiry or termination of this agreement, return to the disclosing Participant any and all documents provided by the disclosing Participant setting out as Confidential Information. This clause has no application to the information which is already in the knowledge of each Participant.

**4.3** **Potential for Intellectual Property Development.** It is understood that activities contemplated under this MOU are expected to be cooperative 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 property of the Participant introducing and/or disclosing the same to the other Participant for achieving the objects of this MOU.

**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 Participants by written notice. Notices are effective upon receipt.

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1. For University

   Dean Research., of the First Party, i.e. K R Mangalam University

   Email: dean.research@krmanagalam.edu.in

2. For IPCA:

   Mr. Ashish Jain

   Founder Director, IPCA

   3-6, DDA Shopping Complex, Hargobind Enclave,

   Vikas Marg Ext. Delhi -110092

   Email: ashish@ipcaworld.co.in

**4.5 Indemnification**

**4.5.1** K.R. Mangalam University 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 **K.R. Mangalam University**.

**4.5.2** IPCA agrees to defend, indemnify, and hold K.R. Mangalam University, 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 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

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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.

**4.8 Authorized Signatories.** IN WITNESS WHEREOF, the parties have executed this MOU and represent that they approve, accept and agree to terms contained herein.

Signed for and on behalf of:

| (Name and Address of the First Party) | (Name and Address of the Second Party) |
|---|---|
| **Dr. Rahul Sharma** | **Mr. Ashish Jain** |
| Registrar of the K. R. Mangalam University (KRMU) | Founder Director of the Indian Pollution Control Association (IPCA) |
| Tel No. 0124-2867800 | Tel. No. (+91) 011 – 42207478 |
| Date: 28-05-2024<br>Email: registrar@krmanagalam.edu.in | Date: 28-05-2024<br>Email: ashish@ipcaworld.co.in |
| Registrar<br>K R Mangalam University<br>Sohna Road, Gurugram (Haryana)<br>Signature with Seal | Indian Pollution Control Association ★ Delhi<br>Signature with Seal |
| Witness 1 ..... 28-05-2024<br>Dr. R. K. Sinha<br>Dean Research | Witness 1 AJAY GARG ..... |
| Witness 2 ..... | Witness 2 Gaurima Kanchik |