

MEMORANDUM OF UNDERSTANDING (MOU)

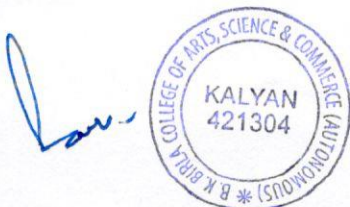
Between

**B. K. Birla College of Arts, Science & Commerce (Autonomous), Kalyan
Maharashtra, INDIA**

And

**International Center For Climate And Sustainability Action Foundation
(ICCSA)**

C-083, Gamma -1, Greater Noida, Noida, Gautam Buddha Nagar, Uttar
Pradesh, India, 201307



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the 'MOU') is made and entered into on this the 29th day of – September 2023 ('Effective date') at Kalyan.

BETWEEN

INTERNATIONAL CENTER FOR CLIMATE AND SUSTAINABILITY ACTION FOUNDATION is a Non Profit Organization, registered under the Companies Act, 2013 bearing Corporate Identity Number U85300UP2021NPL156479 having address at C-083, Gamma -1, Greater Noida, Noida, Gautam Buddha Nagar, Uttar Pradesh, India, 201307 (hereinafter referred to as the "ICCSA" which expression shall, where the context so admits include its successors- in-interest, Legal representatives and permitted assigns) of First Part.

And

B. K. BIRLA COLLEGE OF ARTS, SCIENCE AND COMMERCE (AUTONOMOUS), KALYAN represented herein by **Dr. Naresh Chandra, Director (Education)**, having its address at B. K. Birla College Road, Kalyan (West)- 421 301, Dist.-Thane, Maharashtra (India) and hereinafter referred to as "BKBCCK" (which expression unless repugnant to the context shall mean and include its successors and assigns) of the SECOND PART.

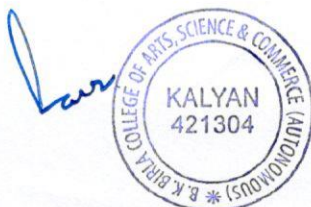
"ICCSA" and "BKBCCK" shall hereinafter referred to collectively as "Parties" and individually as "Party".

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.2 First Party and Second Party co-operation will facilitate effective utilization of their intellectual capabilities in providing significant inputs to them in developing suitable training systems,



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keeping in mind the needs of the BKBC.

1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds, and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

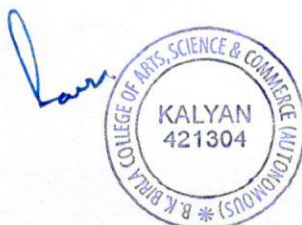
1.4 A single point of contact (SPOC) will be designated by the First Party and the Second Party each to facilitate this co-operation.

CLAUSE 2- SCOPE:-

WHEREAS ICCSA is non-profit organisation working for the benefit of the Society, is committed to providing a better world for the people and the planet. This organization was established with a focus on plugging the gaps in environmental management to provide an institutional platform for coordination, facilitation, advocacy, and regional and international collaboration to develop targeted solutions. ICCSA has approached the BKBC to establish an effective relationship in the larger interest of the society.

WHEREAS BKBC is a multi-faculty premier institution of higher learning, with an enrolment of more than 13,500+ students (9,100 students in UG, PG and Research Programmes and 4400+ in Junior College) is affiliated to the University of Mumbai (UoM). The College was established in 1972 by Kalyan Citizens' Education Society. The College offers 32 UG, 33 PG courses and 09 Ph. D. programs. The College also conducts PG Diploma in Bio-nanotechnology and A-DMLT. The UGC has sanctioned a Community College for Diploma in Accounting and Taxation in 2015-16. The College has been reaccredited (3rd Cycle) by NAAC and awarded 'A' Grade (CGPA- 3.58) in 2014. The College is spread over 20 acres of land (including B.K.Birla Public School) in the prime location of Kalyan city. The college has 72 classrooms with ICT facility, with 50% being smart classrooms and one a 3D studio. As an initiative towards green campus, the college is focusing on use of energy saving devices, minimizing waste, rain water harvesting, etc. and creating awareness about plastic-free campus. We have started M.Sc. in Environmental Sciences from the year 2003-04. The Course emphasizes on indepth knowledge in the subject (Theory and Practicals related to Environmental Science, Analysis and Assessment, Environmental Protection and Management). It also includes Projects, Assignments, Internship and Training as a part of Curriculum. Environmental Sciences Laboratory has been accredited by the

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National Accreditation Board of Testing and Calibration Laboratories (NABL) (Certificate Number: TC-10904) for analysis of few parameters of wastewater. After accreditation, the laboratory has started analytical services for analysis of environmental samples.

I. PREAMBLE

The parties are desirous of pursuing and promoting joint research and development activities of mutual interest in various aspects of environment-related research and design projects in accordance with their respective needs and objectives and shall by the agreement, determine the areas and subject or such collaboration on the basis of this MOU which sets out the general understanding of the parties' collaboration in scientific research and development and in consultation with their respective core team foreseeing a long-term relationship to pursue national and international interests.

This MOU details the modalities and general conditions regarding the collaboration between **ICCSA** and **BKBC**.

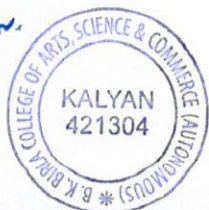
II. MODALITIES OF COLLABORATION

In the spirit of intellectual cooperation, scholarly exchange, and the development of national partnerships with leading institutions, **ICCSA** and **BKBC** agree to establish a program of exchange and collaboration on related matters of mutual interest that may emerge over time.

1. The purposes of the cooperation are to promote cooperative research and facilitate the exchange of ideas, develop new knowledge, and enhance high-quality research acumen. The major thrust of the research (broad areas) on which the parties will cooperate (but are not limited to) is air pollution measurement, modelling and management, water and waste water treatment, solid and hazardous waste management, environmental health and assessment, environmental impact assessment, and climate science and policy, and sustainable development practices. The modes of cooperation will include:

- Development and implementation of cooperative research projects, professional development programs and capacity-building efforts.
- Organize symposia, conferences and meetings on timely research issues.
- Dissemination of findings through scholarly publications, white papers, media etc.
- Exchange of faculty and students and mutual access to relevant facilities and personnel.
- Exchange information pertaining to the agreed-upon research areas.

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2. Prior to the initiation of any particular project or activity, the specific terms of cooperation and exchange for that project will be discussed and agreed upon in writing by the appropriate responsible representatives of both institutions.
3. Both parties understand that all financial arrangements for specific exchange activities must be mutually agreed upon and will depend on the availability of funds. In addition, the scope of the activities will be subject to funds available at the institutions for the type of collaboration undertaken and any financial assistance that may be obtained by either from external sources.
4. Either party may propose to the other specific individual research projects for collaboration. Such a proposal may be made at any time, and the parties will develop an agreement for each agreed-upon project.
5. The protection and exploitation of any intellectual property arising out of any individual project will be addressed in each individual project agreement. Any such IP possibility in a specific case or project shall be recognized a-priori and shall be incorporated in the joint work being undertaken as indicated above.

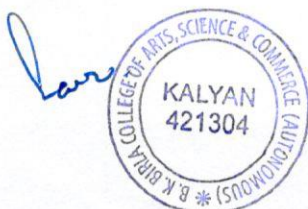
CLAUSE 3 - FINANCIAL IMPLICATIONS:-

This MOU places no financial obligations or supplementary funding commitments on either party. These activities will be defined through separate programme agreements, detailing the commitments of resources [financial or otherwise] required from each institution. Subsequent programme agreements would be approved in advance writing by the authorized representatives from both Parties. Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MOU. Where possible and appropriate, the parties may also seek funding for collaborations from Government and other agencies. This MOU is also a broad based understanding between the parties and does not place any financial burden/liabilities on any of the parties. In case there is a joint financial involvement between both the parties for any activity, it would be decided on event basis in advance writing.

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CLAUSE 4- GENERAL CONDITIONS

1. Day-to-day implementation of this MOU will be coordinated by **Dr. J. S. Sharma, Director, ICCSA, and Dr. Vandana Gupta, Assistant Professor, Department of Environmental Sciences, BKBC.** Any change of coordinators will be with the mutual consent of both parties in writing.
2. Each institution agrees to release and hold the other harmless from and against any claims, damages, liability or costs, to the extent such claims damages, liability or costs arising from the negligent or



wilful acts or omission of the other party or any of its agents or employees in connection with their respective performance under this MOU.

3. This MOU shall be effective from the date of signing. The duration of the MOU shall be for a period of five years from the effective date. During its tenure, the MOU may be extended or terminated by prior notice of not less than one month by any party.
4. 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, Earthquakes, Strikes, Lockouts, Epidemics, pandemics, Riots, Civil Commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give notice in writing to the other parties within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.
5. No amendment or modification of this MOU shall be valid unless the same is made in writing by both party or their authorized representatives, specifically stating the same to be an amendment to this MOU. The amendment shall be effective from the date on which they are made/executed unless otherwise agreed to.
6. Any dispute between the parties arising from this MOU shall be settled amicably through negotiations and dialogue in good faith. In case of any disagreement and dispute and the parties fail to mutually resolve the issue; both parties shall appoint an Sole Arbitrator that is mutually agreeable and shall be settled as per Indian Arbitration Act 1996 (as amended). The seat and venue of arbitration shall be at Dist.-Thane, India. The arbitration proceedings shall be conducted in English. Any award made in such arbitration will be final and binding on the Parties. The cost of the Arbitration shall be borne equally by both the Parties.
Further, in case the parties failed to resolve the dispute; this MOU shall be governed by and construed in accordance with the Indian law and Courts in Dist.-Thane within the state of Maharashtra, shall have exclusive jurisdiction in respect of any dispute arising out of this MOU.
7. All notices or other communications under or in connection with this MOU shall be given in writing and may be sent by personal delivery or post or courier at the abovementioned address. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, at the abovementioned address.



CLAUSE 5- INTELLECTUAL PROPERTY

Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 6- RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors Parties, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use or transfer rights assigned under this MOU to any the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the priorwritten consent of the other Party.

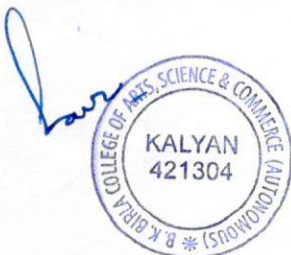
CLAUSE 7 INDEMNITY

In no event shall the Institution College be liable for claims arising from or in connection with the sole negligence or willful misconduct of the party seeking indemnification. First Party agrees to indemnify, defend and hold harmless the college Institution and its personnel from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without limitation, reasonable attorney's fees), arising before or after completion of educational services, which result from, arise in connection with or are related in any way to claims by third parties arising out of or in connection with the obligations under this MOU.

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CLAUSE 8 CONFIDENTIALITY

(i) Neither party shall disclose to a third party any confidential information or the contents of this MOU without the prior written consent of the other Party. The obligations of this Clause shall survive the expiration, cancellation or termination of this MOU. The Parties agree that they shall hold in trust any confidential information received by either Party, under this MOU, and the strictest of confidence shall be maintained in respect of such confidential information. Maintain the confidentiality of the current data of the BKBCCK.



SO AGREED

In witness whereof the parties, hereto have entered into this MoU effective as of the day and year first above written.

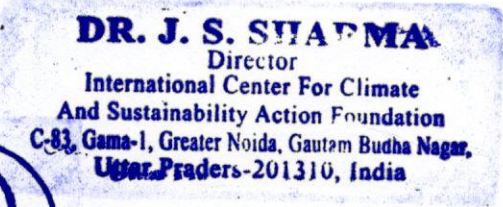
For and on behalf of **ICCSA**



(Signature)

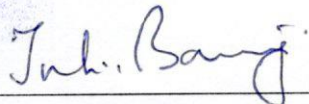
DR. J. S. SHARMA, DIRECTOR,

(Name & Designation)



(Seal)

Witness:



(Signature)

Dr. Tuhin Banerji (Head-Projects)

(Name & Designation)

**213, Unique Industrial estate
Prabhadevi, Mumbai-400025**

(Address)

For and on behalf of **BKBC**



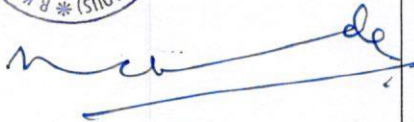
(Signature)

**SUBODH DAVE Vice Chairman
Governing Council.**

(Name & Designation)



(Seal)



Witness:

Dr Harresh Chandra

(Signature)

Director (Education)

(Name & Designation)

**B.K. Bista College of Arts, Science & Commerce
B.K. Bista College Road,
Kalyan (W) - 421301**

(Address)