



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NATIONAL INSTITUTE OF DISASTER MANAGEMENT, INDIA  
&  
INVERTIS UNIVERSITY, BAREILLY, UTTAR PRADESH**

National Institute of Disaster Management is a statutory body under the Ministry of Home Affairs, Government of India, mandated under the Disaster Management Act, 2005 to be the apex institution with a vision to play the role of a premier institute in India and in the region for capacity building, training, research, documentation and policy advocacy on all areas of disaster management in India. The efforts in this direction that began with the formation of the National Centre for Disaster Management, (NCDM) in 1995 gained impetus with its re-designation as the National Institute of Disaster Management (NIDM) for training and capacity development under the Disaster Management Act 2005. NIDM has been assigned nodal responsibilities for human resource development, capacity building, training, research, documentation and policy advocacy in the field of disaster management. NIDM has established networking with large number of scientific, technical, academic, training and practicing organisations within and outside the government at local, provincial, national, regional and international levels for effective implementation of its mandate. The Institute works through strategic partnerships with various ministries and departments of the central, state and local governments, academic, research and technical organisations in India and abroad and other bi-lateral and multi-lateral International agencies. NIDM provides training in face-to-face, on-line and self-learning mode as well as satellite-based training. In-house and off-campus face-to-face training to the official of the state governments is provided free of charge including boarding and lodging facilities.

Invertis started its journey as an Institute in 1998 & today it stands as a full-fledged University. Invertis University (IU) has been established by Government of Uttar Pradesh vide Act No. 22 of 2010 dated 1st September, 2010 as private University and recognized by University Grants Commission (UGC) under the provisions of Section 2(f) of the UGC Act, 1956. IU is actively serving the nation under able guidance of Dr. Umesh Gautam, Chancellor with a motto to spread the colors of humanity beyond the barrier of class, creed and cast.

IU believes in developing professionals brimming with knowledge, competence and equipped with expertise to take on the challenges of the ever-changing future and a global world. IU offers a wide spectrum of choices for the students to choose undergraduate, post graduate and doctoral programs in various disciplines of



Engineering, Management, Computer Applications, Agriculture, Law, Commerce, Pharmacy, Journalism & Mass Communication, Fashion Design, Education, Applied Science & Humanities. In order to deliver integrated and trans-cultural quality education and to be the global front runner in value education and nurturing talent, University has International student & faculty exchange programme. IU has established active National Cadet Corps (NCC) unit, namely 8 UP Girls Battalion, T-202 Birdwood Line, Bareilly, in University Campus, with the basic aim of developing the character qualities in the youth to make them good citizens and worthy leaders of the future in every walk of life. IU has made significant breakthrough in research and also own the title of being first private University of Uttar Pradesh to have Fire Testing facility with the funding received from Department of Science and Technology, Government of India and IC Impact, Canada.

To foster the culture of innovation students at IU undergo industrial visits, industry specific trainings, practical exposure to a subject through laboratory work, guest lectures by experts, innovative pedagogy and a thorough continuous evaluation system, IU has been registered as Institution's Innovation Council (IIC) under Ministry of Education (MoE) with an aim to encourage, inspire and nurture young students for start-ups & entrepreneurship.

Whereas, it is the statutory object of the IU to disseminate and advance knowledge by providing instructional, research and extension facilities in such branches of learning as it may deem fit and shall endeavour to provide to students and teachers the necessary atmosphere and facilities for the promotion of:-

- a) Innovation in education leading to re-structuring of courses, new methods of teaching and learning and integral development of personality.
- b) Studies in various disciplines;
- c) Inter disciplinary studies.
- d) National integration and international understanding.

Whereas both NIDM and Invertis University have common overall objectives, and overlapping scope of activities and are working with potentially complementary methodologies. Therefore

National Institute of Disaster Management  
(Ministry of Home Affairs, Government of India)  
A-Wing, 4<sup>th</sup> floor, NDCC-II Building, Jai Singh Road, New Delhi- 110001,  
(Hereinafter referred to as NIDM)

And

Invertis University , Bareilly  
Invertis Village, Delhi- Lucknow National Highway,  
NH-24, Bareilly-243123, Uttar Pradesh  
(Herein referred to as IU)

On 16<sup>th</sup> Day of April, 2021, agree to collaborate on the issues for the pursuit of academic excellence in the field of Disaster Management and Mitigation.

**SCOPE AND AIM OF COOPERATION:**

- Considering the direction of global issues on Climate Change Adaptation (CCA), Sendai Framework for Disaster Risk Reduction (2015-2030), Sustainable Development Goals (SDG) it becomes important for the two organizations to work together in the following broad goals:
- Creating a multi-disciplinary Centre of Excellence in Disaster Mitigation & Management at Invertis University Campus, Bareilly (Uttar Pradesh)
- Awarding academic & professional training related on/offline degrees/diplomas/certificates jointly,
- Capacity building activities for mainstreaming disaster risk resilience as part of training courses.
- Undertaking case studies of disasters / events with respect to response, relief, rehabilitation, recovery on field investigation.
- To collaborate for documentation / evaluation studies for various sectors / thematic areas jointly.
- Undertaking research projects of mutual interest to both institutions.
- To take up fellowship programmes / master programme / Ph. D. programme jointly with, where NIDM faculty can be inducted as co-guides.
- Publication of joint articles / journals / monographs / books, educational/awareness materials etc.
- Taking up design/consultancy/Pilot projects in the area of disaster management on mutually agreeable terms and conditions.
- Capacity Building of governments and other stakeholders and facilitating interpretation of continually updated tools and methodology based on emerging lessons from the ground, and delivering training modules to government officers/other relevant stakeholders in the country and in the South Asia region.
- Conducting and supporting consultation, conferences, workshops, knowledge and experience sharing.
- Any other areas of mutual interest shall be undertaken.



## STATUS OF THE AGREEMENT

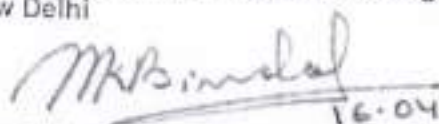
1. The provision of this MoU may be amended at any time with the mutual consent of the parties in writing.
2. The amendment, termination and expiration of this MoU will not affect the terms of activities ongoing formal project agreements at the time of amendment, termination and expiration unless otherwise agreed between the parties.
3. The Agreement between the two parties, viz. NIDM and Invertis University has no legal binding and financial commitments on any of the parties. The Agreement is for general purpose on the above mentioned scope of areas of cooperation.

This MoU is prepared in two identical copies. Each party holds one original copy duly signed by the NIDM and Invertis University.

In Witness where of the Parties here to acting through their duty authorized representatives have executed this Memorandum in their respective names on dates herein after mentioned.

Agreed and Signed for and on behalf of

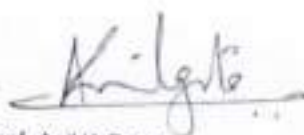
National Institute of Disaster Management  
New Delhi

  
16.04.2021


Name: Major General Shri Manoj Kumar Bindal  
Designation: Executive Director, NIDM

Place:  
Date:

Witness

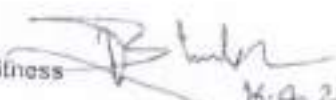
  
Name: Prof. Anil K Gupta  
Designation: Head, ECDRM Division, NIDM

Invertis University  
Bareilly, Uttar Pradesh

  
16.4.2021  
Name: Prof. YDS Arya  
Designation: Vice Chancellor, IU

Place:  
Date:

Witness

  
16.4.21  
Name: Prof. R.K. Shukla  
Designation: Dean, Engineering & Technology, IU

## MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Department of Agriculture  
INVERTIS UNIVERSITY, BAREILLY



AND

**Smart Management Consultancy (SMC)**



This Memorandum of Understanding (MoU) executed on 24th May, 2021, between Smart management Consultancy (SMC), having registered office at BA 42 Saltlake Sector-01, Kolkata-700064 and Invertis University Bareilly, Invertis Village, Bareilly-Lucknow National Highway, NH-24, Bareilly, Uttar Pradesh 243123.

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BAREILLY

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## BACKGROUND

**Company Name: Smart Management Consultancy (SMC)** is one of the fastest growing consultancy firm & project management company in Eastern and North Eastern India.

Smart Management Consultancy provides technical consultancy for the implementation of quality and food safety to a wide range of industries at Eastern and North Eastern States. SMC provide complete support for implementation of accredited certification scheme, testing, Quality Assurance, training, product development and project work (New project & Extension project). SMC personnel are dedicated to adding value to customers' products and processes, supporting their success in the global marketplace.

Having two offices at Kolkata, One office at Bhubaneswar and fourth office at Mizoram, the sales team is equipped with knowledge to understand the customer query to provide fruitful solution whereas the technical team is having knowledge on food and food safety with vast industry experience to understand management needs and to implement food safety complying all regulatory requirements.

Smart Management Consultancy is associated with Intertek India Pvt. Ltd. (FSSAI, QCI, Tea Board and Globally recognized Certification Body) for implementation of food safety management system and non-food certification under accredited certification scheme.

The Certification-Training-Testing Division offers the following services,

Technical Consultancy for Food & Non Food Certification. (GMP, HACCP, ISO 22000:2005, FSSC 22000, BRC, ISO 9001:2008, ISO 14000, ISO 18000 / OHSAS etc.)

Internal audit at Factory.

2nd Party audit / supplier audit on behalf of the organization based of protocol made by the organization.

Audit as per FSSAI schedule 4 requirement.

Vendor Development program.

Quality Assurance audit.

Product Development.

Shelf-life study.

Customized training on Food safety/ OHSAS ISO:14000 etc.

Corporate training.

Soft skill training.

Food Testing Services

Presently the company is working with H M Biscuit, Baron Bread, Shiv Rice Mill, Kaybee, Nabisco, My foods, Isaac Engineering, Limtex Agri, Kayan Agro, Pioneer Tea Himalayan Tea, Ideal Enterprise, LMJ International & Octavius Tea, Vitarich Agro, Kamal Solvents, Milsha Agro Products.

**Invertis University** is situated in Bareilly on NH-24, equidistant from the country's capital Delhi and state's capital Lucknow. From a humble beginning in 1998, Invertis has come a long way. From 83 students and one Institute - Invertis Institute of Management Studies, today we stand tall as a full-fledged University with 9 different institutes under its name. We offer a range of Doctoral, Post Graduate & Under Graduate programmes in Management, Computer Applications, Engineering, Architecture, Law, Pharmacy, Journalism & Mass Communication, Fashion Design and Applied Sciences & Humanities. At Invertis, we believe that the success of a teacher comes along with the achievements of a student. To ensure that our students succeed, we make sure that they get the very

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best, that's why our faculty comes from premier institutes like IIT's, IIM's & NIT's. Invertis pioneered the concept of holistic development, an approach of more than just text book studying and an all -round approach of learning. It stems from the old management concept of, "Keep your feet warm, back straight and head cool." Our faculty members foster knowledge and acknowledge students who do well not only in classes, but also in the outside world. The backbone of the university is it's alumni alliance, who provide pathways for students even after their studies are completed.

1. **Objective of the MOU:** The objective of this MOU between Invertis University Bareilly and Smart Management Consultancy (SMC) would be to enhance technical skill of students as well as to provide the development of course curriculum as per current socioeconomic demand.
2. **Deliverables of Smart Management Consultancy (SMC) & Invertis University Bareilly department of Agriculture, invertis university:** To strengthen the Industry and Academia bonding, SMC and IUB will act together and perform the activities as mentioned below.
  - a) The representative of SMC will be in the Board of Studies (BOS) of IUB for inclusion of need based topics in curriculum. SMC will also assist IUB in arranging visiting lectures not only for our students but also for our faculty members.
  - b) The faculty member of IUB as guide and Resource Person of SMC as co-guide can jointly handle the assigned concerned industrial project for final year students so that both of them possesses of the authorized right of research publication and patents.
  - c) The representative of SMC will provide guidance and update with the practical implementation of technology in the concerned domain by organizing seminar/workshop/conference/symposium at the college in each semester.
  - d) SMC will provide opportunities to the students for Live Projects / Internships with guidance and certifications
  - e) Authorized experts of SMC are allowed to carry out Research & Development and productive project works with the faculty members of IUB aiming internal revenue generation which is beneficiary to both the parties and to the society.
  - f) Authorized experts of SMC can jointly collaborate with the faculty members of IUB to carry out Entrepreneurship Development Programme (EDP) for the benefit of the society.

  
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Any further collaborative activity that may result from this memorandum will be mutually agreed upon in the form of a signed Letter of Agreement which will clearly stipulate the scope, topic(s) and schedule(s), organizational administrative and financial terms for that activity.

**3. CONFIDENTIALITY:**

- A. Smart Management Consultancy and Invertis University Bareilly have agreed to hold in confidence all information/ data designated by the institute as being confidential, which is obtained from either organization or created during the tenure of the MOU and will not disclose the same to any third party without written consent of the other institute.
- B. The above confidentiality clause under this MOU excludes the information of the data possessed by either institute before entering into this MOU or independently developed and/ or information already available through public domain.

**4. DURATION OF MOU:** This MOU unless extended by mutual written consent of both the parties, shall expire in three year after the effective date specified in the opening paragraph. However, on review the MOU shall be extended by mutual consent.

**5. CO-ORDINATORS:** Both parties will designate persons who will have responsibilities for coordination and implementation of this agreement.

**6. INTELLECTUAL PROPERTY RIGHTS:** The Intellectual Property Rights that may arises as a result of joint research and collaborative activities under the agreement will be worked out on case basis and will be consistent with officially laid down IPR policies of the two organizations.

**7. EFFECTIVE DATE:** This MOU will be effective upon the date of the final signature of this document for a period of three years. However, on review the MOU shall be extended by mutual agreement. Extensions will become effective upon final signature of the appropriate parties.

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For Invertis University Bareilly

Place: Bareilly, UP

Date: 29.05.21

HOD:



Dr. Akshita Banga



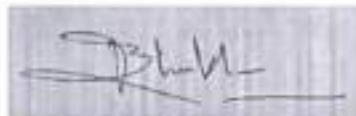
Witness 1: Dr. Mudita Verma

Witness 2:



Mr. Abhirup Mitra

Dean:



Prof. R. K. Shukla

Date: 29.05.21

  
For Smart Management Consultancy

Place:

Date:

Witness:

Signature:

Name:

  
REGISTRAR  
INVERTIS UNIVERSITY  
BAREILLY

Date:



उत्तर प्रदेश UTTAR PRADESH

FT 668493

This Memorandum of Understanding (MoU) arrived at this 10th Day of December 2020

between

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA (ICSI), a Statutory Body constituted under an Act of Parliament i.e. The Company Secretaries Act, 1980 (No. 56 of 1980), having its headquarters at 'ICSI HOUSE' 22, Institutional Area, Lodi Road, New Delhi-110003, represented through Dr S. K. Jena (Director, Training & Placement), (Which term or expression unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) hereinafter referred to as the "ICSI", of the "FIRST PARTY".

and

INVERTIS UNIVERSITY having its registered office at Invertis Village, Delhi Lucknow Highway, NH - 24, Bareilly, Uttar Pradesh- 243123 represented through Mr. Santosh Kumar (Registrar), (Which term or expression unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) hereinafter referred to as the "IU, BAREILLY", of the "SECOND PARTY".

The "ICSI" and the "IU, Bareilly" are hereinafter, collectively referred to as the 'PARTIES' and individually as a 'PARTY'.

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WHEREAS:

- I. The Institute of Company Secretaries of India (ICSI) is the only recognized professional body in India to develop and regulate the profession of Company Secretaries in India.
- II. The Invertis University is the recognized Educational body by UGC, India to impart education in all the streams as specified by the UGC.
- III. The Parties have appreciated each other's objectives in promoting Excellence inter alia in common area of interest, imparting knowledge and skills required to operate in the area of Academic, Research and Training and are desirous of putting the broad terms of the intentions into a Memorandum of Understanding (MOU) for the areas identified for co-operation and commit to co-operate to the fullest extent by mutual understanding.
- IV. This MoU is subject to the approval of the respective Statutory Authorities of the parties hereto and subject to changes as may be desired.
- V. The implementation and/or conduct of programmes, courses or activities as specified in this MOU shall be negotiated and determined mutually by the parties vide separate additional agreement or document to be signed by both parties.
- VI. The autonomy of each party shall not be diminished, nor constraints be imposed on to carry out the MoU.
- VII. The development and implementation of specific forms of cooperation based on this MoU will be separately established/ decided between parties and outlined in executive protocols, specifying the nature of joint activities, financial and other arrangements.

NOW THE MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS

- VIII. Both the Parties have hereto identified the following areas where they agree to mutually cooperate to the fullest extent:
  - a. IU, Bareilly will accord its necessary recognition to Company Secretary Qualification as equivalent to Post Graduate Degree for the purpose of admission to Ph.D. in Management/ Commerce and allied Programmes at IU, Bareilly, subject to their equivalency by Association of Indian Universities, New Delhi and Statutory bodies, as inforce from time to time.
  - b. ICSI on its part would facilitate the conduct of Specialised Training Programmes in IU, Bareilly for the Faculty Members, Research Scholars and Students of IU, Bareilly on areas of mutual interest by providing experts on its rolls.
  - c. IU, Bareilly on its part may nominate ICSI Members for Academic Council or other bodies of Schools / University as it deem appropriate.

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- d. IU, Bareilly on its part would share the expertise of its Faculty Members as mutually desirable by way of acting as resource persons for Training Programs or workshops organised by ICSI.
- e. Jointly organise Workshops, Seminars, Continuing Education and Training programmes and similar Academic Programmes for Practicing Professionals, Corporate Executives & Faculty Members, Research Scholars and students of IU, Bareilly on themes of Topical and Professional interest on self-sustained basis.
- f. Regular exchange of journals published by the parties hereto on a complimentary basis with liberty to reproduce in each other's publications, such portion or portions, which may be of interest, subject to acknowledging the source and under intimation to the other party.
- g. Exchange of Faculty Members as may be mutually agreed subject to convenience of the parties hereto.
- h. Regularly exchange course materials, case studies, research publications and other academic and research inputs.
- i. Undertake joint research projects which are mutually beneficial.
- j. Reciprocate participation in National and International conferences organised by the parties hereto.
- k. Extend help and Co-operation in developing Curriculum of Academic and Continuing Education Programmes, on such terms as may be mutually agreed to including joint Meeting of Curriculum Development Committees/bodies.
- l. Organise programmes jointly for Training of Trainers (ToT) for mutual benefit and advantage.
- m. ICSI and IU, Bareilly would work jointly for Teacher Congruence by organising specialised programmes together.
- n. Exemptions in University subjects for the students of ICSI in topics such as Corporate Governance if deem appropriate by IU, Bareilly.
- o. ICSI at its discretion may co-opt Vice-Chancellor of the IU, Bareilly (located in the same jurisdiction of the ICSI Chapter) as per its extant Chapter Management Guidelines, 2019 and other applicable Rules, Regulations and Guidelines.
- p. Any other matter of mutual interest including sharing of facilities like infrastructure, library, reading room etc., as may be mutually agreed.

**IX. ICSI Empanelment of faculties/trainer :**

The ICSI empanels faculties, resource persons and academicians for various training programs, Seminars, Classroom teaching, workshops, review of study material, content development, Research, ToT program etc. The faculties and resource persons

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of IU, Bareilly may get themselves empanelled with the Institute for imparting such training.

**X. ICSI Library Scheme for Universities and Institutions –**

The ICSI is the premier body in Corporate Governance and research. It has got more than 200 own publications in various areas of corporate Governance, Company laws and Capital market. The ICSI may provide its own publications and also selected books of other publishing house free of cost to the IU, Bareilly for use of the students and members, to be kept in the library IU, Bareilly as a knowledge sharing platforms.

**XI. Participation in ICSI National and International Seminars and Workshops :**

The ICSI is the world largest Institute in Corporate Governance and compliance. Every year more than 500 seminars and workshops are organised across the country. The Students and faculties of IU, Bareilly can participate in these seminars for updation of their knowledge and skills in various academic areas. The senior professors can also be invited for various academic and panel discussions.

**XII. Faculty Development Programmes:**

Faculty Development Programmes are an essential component in standardizing the Class room teaching all over the country. These programmes help the teachers in updating them with the student's expectation, Institution's expectation and proper penetration in imparting relevant areas of specialization. The fellow members of the institute could contribute in the faculty development program of the IU, Bareilly in the domain of commerce, Business economics, management and Law.

**XIII. ICSI Counsellors –**

The Institute appoints ICSI Counsellors, in Districts / States / Region in India even in the Region/Area where ICSI Regional Councils and Chapters are located, for conducting Career Awareness Programmes creating awareness about the CS Course, Professional Opportunities and Training Requirements. The ICSI Counsellors may be either:

- i. An associate and Fellow Member of the Institute.
- ii. HOD / Professors / Lecturer of Management, Commerce or Law.
- iii. Teacher / Faculty at Schools/ Colleges.
- iv. Any other professional or person of high reputation and experience of CS Profession who in the opinion of the TEFC of the ICSI is suitable for appointment as Counsellor.

The ICSI counsellors are paid honorarium as applicable and recognized.

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XIV. Non-Binding Nature of the MoU

Nothing in this MoU shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this MoU. The acts performed and action taken by either party that do not fall under the MoU shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained. Also, the MoU does not restrain or preclude parties from entering into similar MoUs with any other organization during currency or the extended currency of this MoU.

That it is expressly understood & agreed between the parties to this MoU that the personnel(s) employed or hired or engaged (permanent/regular/casual/contractual/temporarily/daily wage or whatever be the status/name) by the IU, Bareilly directly or indirectly for the performance of the obligations under this MoU shall not be employee of the ICSI for any purpose and none of such person of IU, Bareilly shall have any right to claim anything against the ICSI and same shall be applicable vice versa to ICSI.

XV. Terms and Termination of the MoU

The MoU shall come into force immediately upon its signing by the parties. The MoU will be in force for an initial period of five (5) years. MoU may be extended further on the mutually agreed terms. IU, BAREILLY shall not have any right to claim extension or renewal of contract.

- a) This MoU may be terminated by mutual consent of the parties before the aforesaid term of five (5) years.
- b) This MoU can also be terminated by either of the parties by giving advance notice of three (3) months period without jeopardizing the ongoing collaborative undertakings.
- c) The implementation and/or continuance of programmes or project established pursuant to this MoU prior to the effective date of termination shall not be affected by the termination of this MoU.

XVI. Indemnification:

Each Party shall, at its own expense, defend, indemnify, and hold the other Party harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "Damages") arising out of or related to any third party suits or claims brought against the indemnified Party (i) arising out of or related to the indemnifying Party's violation of any applicable laws, gross negligence, or willful misconduct, or (ii) arising out of or related to any physical damage to property or personal injury or death, caused by the indemnifying Party or any of its affiliates, participants, officers, directors, and employees.

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The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defence of the claim.

The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

**XVII. Intellectual Property Right**

ICSI has intellectual property rights over its trade names, corporate signs, logos, software, proprietary information and know-how which the IU, BAREILLY, may come across through this MOU. IU, BAREILLY shall recognize ICSI's intellectual property rights for all purposes. Nothing in this Agreement shall confer on IU, BAREILLY any right or title in the intellectual property of ICSI.

**XVIII. Force Majeure**

The Party shall not be liable for any failure to perform, any of its obligations under this MoU if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means an event which is beyond the reasonable control of the Parties concerned, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

**XIX. Complete / Entire Agreement:**

This MoU constitutes the complete Agreement between the Parties and replace any written or oral Agreement or understanding with respect to the subject matter. Changes, amendments or interpretations of this MoU shall be valid only if they are in writing and signed by both parties, except that each Party may make a change of domicile or change of the name of the person to whom notice shall be sent with prior intimation to other party.

**XX. Amendments**

No change, alteration or modification of this MoU shall be valid, unless in writing and signed by both the Parties hereto.

**XXI. Representations and Warranties**

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this MoU.

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**XXII. Non-Waiver**

Failure to exercise by either party of any right under this MOU in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein. A provision or right under this MoU shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by both the parties.

**XXIII. Severability**

If any provision of this MoU is held invalid, unenforceable or illegal for any reason, this MoU will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

**XXIV. Assignment & Sub-Letting**

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

**XXV. Notices**

All notices, notifications, request, consents and other communications required or permitted to be given to either party pursuant to this MOU shall be in writing and in English language. Notices shall be given by registered post/email (return receipt requested), facsimile against confirmed answerback or by personal delivery addressed as follows:

**The Institute of Company Secretaries of India**

ICSI House,  
22, Institutional Area,  
Lodi Road, New Delhi -110003

**Invertis University, Bareilly**

Invertis Village, Delhi Lucknow Highway NH - 24,  
Bareilly, Uttar Pradesh - 243123

**XXVI. Headings**

The headings used in this MoU are for purposes of convenience only and shall not control the language or meaning of the provision following.

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## XXVII. Confidentiality

Both Parties agree to treat the contents of this MoU and any valuable information provided, developed, found or acquired in the process or performance of this MoU, as confidential and agree and undertake that the Parties shall not disclose the contents of the same to any third party without the prior consent of the other Party unless such information is required to be disclosed under the applicable law, or in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction. In such case of disclosure of confidential information, the disclosing party shall promptly notify the other party in writing of such disclosure.

For purposes of this MoU, "Confidential Information" includes information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

Provided that upon the expiration, cancellation, or termination of this MoU, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

## XXVIII. Governing Law

The MoU shall be interpreted in accordance with and governed by the applicable laws in India.

## XXIX. Authority

Each party represents and warrants to the other party that it has the necessary power to enter into and perform its respective obligations under this MOU, all actions, conditions, and things required to be taken, shall be fulfilled and done in order to enable them to lawfully enter into and perform their obligations under this MOU; and ensure that any breach of IPR, Confidentiality under this MOU shall be legally enforceable; the authorized signatory of each of the party executing this MOU is duly authorized to execute this MOU and execution by such authorized signatory shall bind the party.

The MOU between the ICSI and the IU, Bareilly is a non-exclusive agreement. The ICSI shall be free to enter into any such MOU / agreement with any other Party during currency or the extended currency of this MOU.

## XXX. Dispute Resolution

It is hereby agreed by and between the parties that if any controversy, dispute or difference shall arise concerning construction, meaning, violation, termination, validity or nullity including without limitation the scope of any Clause or effect of this MoU or any part thereof, or of the respective rights or liabilities herein contained, the Parties shall make an attempt first to resolve the same by discussion or mediation. However, if the Parties hereto fail to resolve the controversy, dispute or difference amicably within 7 (seven) days of commencement of discussions,

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conciliation or mediation, then any Party shall upon expiry of such period of 15 (fifteen) days be entitled to refer such controversy, dispute or difference to be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof as in force. The language to be used in the mediation and in the arbitration shall be English. In any arbitration commenced pursuant to this clause, the sole arbitrator shall be appointed by the mutual consent of the parties as per the provisions of the Arbitration and Conciliation Act, 1996. The seat, or legal place, of arbitration shall be New Delhi, India. The cost of the Arbitration proceedings shall be shared equally by both the parties.

### XXXI. Jurisdiction

All disputes arising out of or relating to the MOU shall be deemed to have arisen in New, India and only courts having jurisdiction over New Delhi, India shall determine the same.

XXXII. Notwithstanding the above, the scope of this MOU shall automatically become null void to the extent it is in violation or in contradiction to the provisions of the concerned Rules and Guidelines of the ICSI.

Signed for and on behalf of:

The Institute of Company Secretaries  
of India

Dr. S. K. Jena

Director, Training & Placement

Invertis University

Mr. Santosh Kumar

Registrar

The Institute of Company Secretaries  
of India

ICSI House

22, Institutional Area

Lodi Road, New Delhi - 110003

Invertis University

Invertis Village,

Delhi Lucknow Highway NH-24,

Bareilly, Uttar Pradesh-243123

Witnesses

1. CS. Mohd. Waseem Khan  
Chairman, Bareilly Chapter  
of ICSI

2. CS. Manoj Kumar Agrawal  
Rtd. Chairman, Bareilly Chapter  
of ICSI, Bareilly

Witnesses

1. SARUTI GUPTA  
ICSI

2. Mr. H. S. Mehta  
ICSI

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*For any further info please Contact Us at :*

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E mail- [training@icai.edu](mailto:training@icai.edu)

<b>New Delhi Office :</b> The Institute of Company Secretaries of India ICSI HOUSE, 22 Institutional Area, Lodi Road, New Delhi – 110003 , DELHI  Phone : 011 4534 1005	<b>Noida Office :</b> The Institute of Company Secretaries of India ICSI HOUSE, C-36, Phase 2, Sector 62, Industrial Area Noida- 201309 , Uttar Pradesh  Phone: 0120 4082 148
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20-21

# MEMORANDUM OF UNDERSTANDING

For

*"Translational Research, Innovation and Education"*

BETWEEN

INSTITUTE OF ADVANCED MATERIALS, IAAM,  
SWEDEN



AND

INVERTIS UNIVERSITY, BAREILLY,  
INDIA



Signed on: 24<sup>th</sup> May 2021

*Santosh*  
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BAREILLY



**This Memorandum of Understanding ("Memorandum")** is made on this 24<sup>th</sup> May, Monday of 2021:

**BETWEEN**

*Institute of Advanced Materials, IAAM*, (Organisation number 559167-3883, [www.iaam.se](http://www.iaam.se)), a body of the Translational Research and Innovation of International Association of Advanced Materials (IAAM, [www.iaamonline.org](http://www.iaamonline.org)) established under law of Sweden and located at Gammalkilsvägen 18, Ulrika 59053, Sweden (hereinafter referred to as "IAM"). The IAM, Sweden has diverse team members for innovation, translational research and technology transfer, [www.iaam.se/the-team](http://www.iaam.se/the-team). The IAM, Sweden delivers services and expertise in translational research for health, energy and environment, <https://www.iaam.se/translational-research>.

**AND**

*Invertis University, Bareilly* (hereinafter referred to as "IU, India"). Invertis University is a private university located in Bareilly, Uttar Pradesh, India. In 2010 it was established as a university. It is situated on Bareilly-Lucknow NH-24, equidistant 250 km from the national capital Delhi and state capital Lucknow. The Chancellor of the university is Dr. Umesh Gautam who is also currently the Mayor of Bareilly (U. P.). The IU, Bareilly have many faculties for different departments, [www.invertisuniversity.ac.in/about-us/faculty](http://www.invertisuniversity.ac.in/about-us/faculty). The IU, Bareilly is running educational degree courses (graduation, post-graduation and PhD programs) many science subject area, [www.invertisuniversity.ac.in/courses/graduate-programmes](http://www.invertisuniversity.ac.in/courses/graduate-programmes).

IAM, Sweden and IU, India shall hereinafter individually be referred to as a "Party" and collectively as "Parties".

**WHEREAS:**

**IAM, Sweden has partnerships and offers services** like Translational Research & Innovation, Global Consultancy, Materials Innovation, Sustainable Technology, etc. and help clients enhance their processes and achieve their goals from research and innovation. IAM offers proficiency, community, connections, and expertise to enhance the opportunities of clients with new technologies. IAM has partnerships and also sustainable routes to commercialize new technology to bring innovation into the markets. IAM priority areas are in the sectors of Energy, Environment, Healthcare, and Materials Science.

**Invertis University, Bareilly is an educational- academic centre** in north India that has a vision to generate knowledge and added value in the field of Science and Technology. Invertis University has its roots with the following constituent faculties:

- Faculty of Science.
- Faculty of Bio-Science & Bio-Technology.

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- Faculty of Management.
- Faculty of Engineering & Technology.
- Faculty of Computer Applications.
- Faculty of Pharmaceutical Sciences.
- Faculty of Legal Studies.
- Faculty of Architecture.
- Faculty of Journalism & Mass Communication.
- Faculty of Agriculture.
- Faculty of Education.

IU, India intends to synergies long term strategic partnerships with stakeholders while contributing to the training of high calibre students.

*The Parties hereby agree that this Memorandum is entered into to set out the mutual understandings with regard to their respective obligations under this Memorandum.*

#### **THIS MEMORANDUM HEREBY WITNESSETH AS FOLLOWS:**

#### **1. THE CO-OPERATION**

The collaboration is expected to bring mutual benefits to the Parties through the intended objectives ("Intended Objectives") of this MOU.

IAM, Sweden and IU, India are desirous to discuss and collaborate within the scope of knowledge, education and technology exchange in translational research.

#### **2. SCOPE OF THE CO-OPERATION**

2.1 The areas, in which the Parties may collaborate on, may include and is not limited to:

- I. **support and facilitate the introduction of science and innovation** in their respective regions and beyond, in the field of translation research.
- II. **explore the opportunities with research centres, institutes of higher learning, research institutions, individual institutions, companies and/or corporations, public or private registered**, either locally or abroad, through joint developments and/or joint investments, without limitation to certification and commercialisation of nanotechnology innovation products;
- III. **assistance and joint collaboration** shall be carried out, subject to availability of funds and approval by the parties through activities by establishing a "**High end Research, Technology and Education**" on the Translational Research and Innovations in the IAM, Sweden and IU, India.
- IV. **specific activities or projects under joint research lab and programmes** related to technology development, joint supervision, and exchange of expert researchers.
- V. **joint oorganization and participation** in training programs, conferences, symposia and meetings related to academia, industry and technology

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- development scheme.
- VI. **assist (wherever possible) in all technology and innovation funding applications** through each Party's available government funding schemes, as well as through government linked companies, potential technology partners (hereinafter referred to as "Commercial Partners") for the purpose of joint developments, certification and/or commercialising of background technology and/or technology know-how of Collaborators.
  - VII. **share and exchange information and know-how relevant for achieving collaborative objectives** such as joint developments, certification and/or commercialising of background technology and/or technology know-how of Collaborators in the areas of nanotechnology, biomedical innovation products, subsequent to specifically drawn NDA's.
  - VIII. **Offer of the MoU for mutual benefit.** IAM, Sweden offers discount fees for international knowledge program, innovation services, symposium, congress, training and workshops. IU, India discount in educational fees of science and technology degree, diploma and PhD program. These offers should be effective amount (20 % to 30%) discussed on case-to-case basis with higher authority. For translational research and multiorganizational PhD program and PDFs, higher authorities can discuss separately on case-to-case basis.
  - IX. **Academic and research exchange training program** based on mutual consent for 1 to 3 month each year for senior faculties.
  - X. **Academic and research training exchange program (dissertation, internship, summer training)** based on mutual consent for 1 to 3 month each year for students.

### 3. EXECUTION OF THE DEFINITIVE AGREEMENT(S)

3.1 During the Term (as defined in Clause 5.2 hereinafter) of the Memorandum, the Parties will negotiate in good faith and use their reasonable efforts to agree and execute mutually acceptable agreement(s) in relation to the opportunities (hereinafter referred to as "Definitive Agreement(s)").

3.2 Before any activities or projects are or may be implemented, the parties shall discuss the relevant issues to the satisfaction of each party and enter into specific activity agreements based on the mutually agreed objectives and outcomes of the activity. Activity agreements will include such terms as the following:

- I. Elaboration of the responsibilities of each institution for the agreed upon activity
- II. Specific schedules for the activity
- III. Budgets and sources of finances for the activity
- IV. Detailed management of intellectual property rights and publications.
- V. Any other items deemed necessary for the efficient management of the activity.
- VI. The terms of co-operation and the necessary budget for each programme and activity implemented under the terms of this MOU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of any specific

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activity or project.

VII. Financial aspects shall be negotiated on an annual basis.

### 3.3 Communication between the institutions

- I. Both parties shall communicate with each other on a need's basis, through their co-ordinators.

#### From IAM below experts responsible for all communications:

- *Dr. Mikael Syvajarvi, Coordinator, Research and Innovation (official)*
- *Dr. Anshuman Mishra, Group Leader*

#### From IU-India below experts responsible for all communications:

- *Mr. Santosh Kumar, Registrar (official)*
- *Prof. P. P. Singh, Dean, Faculty of Science*

- II. Co-ordinators shall notify their counterparts should a new person be named in the position.

### 4. CONFIDENTIALITY

- 4.1 For the purposes of this Memorandum, confidential information means any visual, verbal, digital, or written information and any and all records containing or disclosing such information which relate to either Party or of any of its shareholders, subsidiaries or associated or affiliated companies or businesses, including but not limited to, administrative, financial, technical, legal, commercial, marketing, economic or operational information (hereinafter referred to as "Confidential Information").
- 4.2 Confidential Information received by a Party (hereinafter referred to as "Receiving Party") from the disclosing Party (hereinafter referred to as "Disclosing Party") shall be disclosed only to its personnel and its professional advisers involved in this collaboration on a need-to-know basis and shall only be used in respect of the matters contemplated in this Memorandum and the Receiving Party shall use reasonable efforts to keep it confidential, with the same care it uses for its own confidential or proprietary information.
- 4.3 Any and all copyright, trademarks, patents, trade secrets and other intellectual property rights existing with regard to either Party's Confidential Information disclosed to the Receiving Party shall continue to belong to the Disclosing Party. No licenses or rights are granted hereby to the Receiving Party regarding any Confidential Information disclosed by the Disclosing Party.
- 4.4 The Parties shall consult with each other regarding the timing and contents of all public

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announcements in relation to this Memorandum and the Project. Neither Party shall release any information relating to the Project to the media, analysts or general public without the consent of the other Party.

4.5 The restrictions on the use and disclosure of the Confidential Information herein shall not apply to any Confidential Information which:

- I. is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to furnish the Confidential Information;
- II. has become generally available to the public without breach of this Memorandum by the Receiving Party;
- III. that, at the time of disclosure to the Receiving Party, was known to the Receiving Party free of restriction as evidenced by documentation in Recipient's possession;
- IV. the Disclosing Party agrees in writing is free of such restrictions; or is required by law, by any court of competent jurisdiction or any regulatory body, and the Receiving Party shall use reasonable efforts to give the Disclosing Party prior notice and an opportunity to contest or limit such disclosure.

4.6 The Parties' confidentiality obligations under this Memorandum shall be in addition to the terms of the Non-Disclosure Agreement that has been or is to be executed between the Parties.

4.7 Relationship and assignment defined that this MOU shall not be constructed to create a partnership, joint venture, principal and agent or employer or employee relationship.

- I. The parties cannot assign any of its rights and duties in terms of this MOU without prior written consent from the other party.
- II. Neither party can act for or on behalf of the other party.
- III. Each party shall indemnify the other against any loss or damage suffered as a result of any breach of this MOU.

## 5. TERM AND TERMINATION

5.1 Notwithstanding the signing date of this Memorandum or the date written above, the Parties agree that this Memorandum shall become effective on **24<sup>th</sup> May 2021** (hereinafter referred to as "Effective Date").

5.2 This Memorandum is valid from the Effective Date and shall remain in effect for three (3) years or until the execution of the Definitive Agreement(s), whichever is earlier (hereinafter referred to as "Term").

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- 5.3 Either Party may terminate this Memorandum at any time during the Term by giving at least thirty (30) days' written notice to the other Party.
- 5.4 The termination of this Memorandum shall neither affect the rights and obligations of either Party regarding any binding offer or firm obligation approved and agreed to by either Party prior to the termination date nor any antecedent breach of either Party.
- 5.5 This Memorandum is not an exclusive Agreement and shall in no way prohibit the "Parties" to enter into similar collaborations with third parties.
- 5.6 The agreement may be renewed for an additional period of three years on agreement by both parties through an official exchange of letters. Once such renewal is approved by both parties, such letters shall become part of this MOU.

## 6. MISCELLANEOUS

### 6.1 Binding Effect

The provisions under Clauses 4, Clause 5, Clause 6 and Clause 7 hereinafter shall be binding on the Parties and shall survive the termination or lapse (whichever comes first) of this Memorandum. Upon termination or lapse of time (whichever comes first), the other provisions of this Memorandum herein shall not be binding on the Parties and shall not form any legal partnership or joint venture between the Parties and neither Party shall have the right to pledge or bind the other in any commitment or contractual relationship whatsoever.

### 6.2 Costs

Each Party shall bear its own costs and expenses incurred and associated with the entering into this Memorandum and all performance in connection with this Memorandum. The stamp duty of this Memorandum shall be borne equally by the Parties.

In case of unforeseen financial costs, the Parties agree to discuss the financial costs and further execute a separate agreement defining the terms, conditions and the financial arrangements related thereto before the commencement of such part of the collaboration.

### 6.3 Mutual Intention

The Parties hereby declare their intentions that this Memorandum shall operate between them with good faith, good will and fairness and the Parties covenant and agree with each other that they shall use their best endeavours to ensure that full effect is given to the terms of this Memorandum in the spirit in which it was agreed.

### 6.5 Severability

In the event any provision of this Memorandum is held to be a violation of any applicable law, statute of regulation, such provision shall be deemed deleted from this Memorandum and shall be of no force and effect and this Memorandum shall remain

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in full force and effect as if such provision had not originally been contained in this Memorandum.

## **7. Notices and Domicilium**

- 7.1 The parties choose as their domicilium citandi et executandi (place of summons and execution) for purposes of this MOU their respective addresses as set out in the above
- 7.2 Any notice to be given under this MOU shall be in writing and shall be deemed to be given when it has been delivered by hand, e-mail or facsimile at the above domicilium.
- 7.3 Any notice to be given pursuant to this Memorandum shall be to take effect five (5) days from the notice being received), and shall be either delivered personally or by commercial courier; provided, however, if the notice is to be served outside the country from which it is sent, it shall be sent by a reputable international express courier or sent by fax, email or other electronic transmission (with confirmation of transmission).

## **8. DISPUTE RESOLUTION AND GOVERNING LAWS**

- 8.1 If any provision of this Agreement is held by any court or other competent authority to be illegal, void and unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 8.2 In the event that a dispute or difference arises between the parties relating to the rights and obligations of the Parties under this Agreement and cannot be resolved within thirty (30) days from the time it arose, the parties shall refer the matter to arbitration to be conducted by an independent party in INDIA and SWEDEN.
- 8.3 Any disputes arising out of, or in connection with the present contract shall be finally settled through arbitration under the New Delhi, India Arbitration Rules.

The following provisions may be added to the model arbitration clause:

The Emergency Arbitrator Rules shall not apply. The place of the arbitration shall be New Delhi, India. The language of the arbitration shall be English. The number of the arbitrators shall be three. The law applicable to the merits of the dispute shall be Indian law and Swedish Law. The Indian law will be governing.

## **9. COUNTERPARTS AND DIGITAL SIGNATURE**

This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument. The Parties acknowledge and agree that this Agreement may be executed by digital signature or through exchange of softcopies bearing the signature of either party, of which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

  
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IN WITNESS WHEREOF, the Parties have executed this Memorandum on the date (24<sup>th</sup> May 2021) first written above.



<p>Signed for and on behalf of Institute of Advanced Materials, IAAM, Sweden</p> <p><i>[Signature]</i> Prof. Ashutosh Tiwari Director Date: _____</p>	<p>in the presence of:</p> <p>Witness-1</p> <p><i>[Signature]</i> Dr. Mikael Syväjärvi, Coordinator Research and Innovation</p> <p>Witness-2</p> <p><i>[Signature]</i> Dr. Anshuman Mishra, Group Leader</p>
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<p>Signed for and on behalf of INVERTIS UNIVERSITY, India</p> <p><i>[Signature]</i> Prof. Y. D. S. Arya Vice Chancellor VICE CHANCELLOR INVERTIS UNIVERSITY BAREILLY</p>	<p>in the presence of:</p> <p>Witness-1</p> <p><i>[Signature]</i> 24/05/2021 (Santosh Kumar) Registrar Invertis University Bareilly</p> <p>Witness-2</p> <p><i>[Signature]</i> 24/05/2021 (Prof. P.P. Singh) Dean, Faculty of Science</p>
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BAREILLY

Dean  
Faculty of Science  
Invertis University, Bareilly (U.P.)