

MEMORANDUM OF UNDERSTANDING

BETWEEN

INDIAN CHEMICAL COUNCIL (ICC)

AND

**Manipal University Jaipur
(MUJ)**

This Memorandum of Understanding (hereinafter referred to as "this MoU") is signed on the

BETWEEN

Indian Chemical Council (Hereinafter referred to as "**ICC**" which expression shall unless repugnant to the context or meaning thereof, mean and include its successors, executors and permitted assigns) of the First Part;

AND

Manipal University Jaipur an education institution established under THE MANIPAL UNIVERSITY JAIPUR ACT, 2011 (Act No. 21 of 2011) dated 04th June, 2011 having its campus at **Village and Post: Dehmi Kalan, Tehsil Sanganer, Jaipur-Ajmer Expressway, Jaipur, Rajasthan 303007** (hereinafter referred to as "**MUJ**"), of the second part;

(ICC and Manipal University Jaipur shall hereinafter referred to collectively as "Parties" and individually as "Party", where the context so requires)

WHEREAS

- A. Indian Chemical Council (ICC), established in 1938, is dedicated to the growth and promotion of the Chemical Industry in India. It is an apex national body representing all branches of the Chemical Industry in India. ICC supports and promotes all branches of the industry through a variety of events, trainings, awards & recognitions, policy advice and other useful activities.
- B. Manipal University Jaipur uses the latest and innovative methods and technology to impart education. The multidisciplinary Manipal University Jaipur offers career-oriented courses at all levels, i.e. UG, PG and Doctoral and across diverse streams, including Engineering, Architecture, Planning, Humanities, Commerce, Management, Communication, Basic Sciences, etc.
- C. The Parties, leveraging on the existing core functions of each organisation in developing an energy and carbon sustainability-based industry in the region, are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

THE PARTIES HEREBY REACHED THE FOLLOWING UNDERSTANDINGS:

1. OBJECTIVE

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force, may endeavour to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

2. AREAS OF CO-OPERATION

- 2.1 Subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter, each Party may act as a stimulus for a range of collaborative activities, including but not limited to the collaboration related to research, innovation, testing and technology transfer in area of Energy and Carbon Sustainability.
- 2.2 This Agreement may also involve other colleges, institutes or industries , which may be added later by written addendum to this Agreement subject to prior approval of both the parties.
- 2.3 For the above collaboration, the areas to be covered could include (but not limited to) the following areas:
 - i. Collaborate to identify key R&D areas for immediate and future requirements with focus on **establishment of a Centre of Excellence for Energy and Carbon Sustainability in the country.**
 - ii. **Establishment of carbon negative energy production using waste and biomass resources.**
 - iii. **Consulting chemical industries** for energy and carbon management in their plant processes.
 - iv. **Assisting Governmental entities as a think tank** on carbon and energy related issues.
 - v. Carrying out carbon credits assessment for conventional and advanced technologies.
 - vi. Techno-economics and life cycle analysis for selected technologies suitable for implementation at commercial scale.
 - vii. Exploring Collaborated Educational and Research activities, submission of Research Proposal to any funding agencies.
 - viii. Long and short term collaborative work on performance analysis, characterization, piloting and long-term evaluation of the developed products with both private and public sectors.
 - ix. Perform techno-commercial analysis of the developed products and understand the relative merit against other available options.

- x. Joint Training / Workshop/ Online courses/ Seminars/ Conferences/ Symposiums to exchange of knowledge between ICC and Manipal University Jaipur researchers/ Members / Stakeholders.
- xi. Jointly write journal papers, conference papers and other material to publish the results of the work.
- xii. Jointly file patent and get intellectual property (IP) rights for the developed technology/product/process/system.
- xiii. To exchange information on research and educational programmes.
- xiv. To exchange information on teaching, learning material and other literature relevant to their educational and research programmes.
- xv. Promote cooperation with third organizations based on common interest, international and domestic education, research and other networks.

2.4 For the purpose of implementing the co-operation in respect of any area stated in clause 2, the parties may enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.

3. FINANCIAL ARRANGEMENTS

This MoU will not give rise to any financial obligation by one party to the other. Each party will bear its own cost and expenses in relation to this MoU. However, the projects developed in due course with Govt of India, Industry, Academic Institutions through ICC, the financial earnings and liabilities structure will be mutually agreed in writing and parties shall enter in to a specific agreement for such purpose.

4. EFFECT OF MEMORANDUM OF UNDERSTANDING

Notwithstanding the statements and obligations herein, this MoU shall not create a legal relationship between the Parties and the Parties shall not be legally bound until and unless a definitive agreement has been negotiated and duly executed by the authorized representatives of the Parties.

5. NO AGENCY

Nothing contained herein is to be constituted as a joint-venture partnership or formal business organization of any kind between the Parties or so to constitute either party as the agent of the other.

6. ENTRY INTO EFFECT AND DURATION

6.1 This MoU will come into effect on the date of last signing and will remain in effect for a period of three (3) years.

- 6.2. This MoU may be renewed for a further period as may be agreed in writing by the Parties.
- 6.3. This MoU may be terminated at any time by either party giving the other party a written notice of no less than one (1) month. However, the commitments already in progress must be fulfilled.

7. NOTICES

Any communication under this MoU will be in writing in the English language and delivered by registered mail and/or courier to the address or sent to the electronic mail address of the Parties or as the case may be, shown below or to such other address or electronic mail address or facsimile number as either party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To : **INDIAN CHEMICAL COUNCIL (ICC)**
Attn to : President
Address : Sir Vithaldas Chambers, 6th Floor
16 Mumbai Samachar Marg
MUMBAI - 400 001
Tel no. : +91-22-61144000 / 22048043
E-mail : iccmumbai@iccmil.in

To : **Manipal University Jaipur**
Attn to : Registrar
Address : Jaipur-Ajmer Express Highway, Dehmi Kalan, Near GVK Toll Plaza,
Jaipur, Rajasthan 303007, India
Tel no. : +91 141 399 9100
E-mail : registrar.office@jaipur.manipal.edu

8. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 8.1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with international agreements signed by both Parties. It is pertinent to mention that each party shall abide exclusively by the international agreements signed by it with third parties, with respect to IP rights.
- 8.2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of the other Party.
- 8.3. Notwithstanding anything in paragraph 8.1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out:

- i. Jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; or otherwise in equal share or in the proportion both the parties have deployed their resources for development of the concerned IP rights and
- ii. Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

9. CONFIDENTIALITY

- 9.1. Each Party shall undertake to observe the confidentiality and secrecy of document, information and other data received from or supplied to, the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.
- 9.2. For the purpose of paragraph 9.1 above, such documents, information and data include any document, information and data which is disclosed by a party (the disclosing party) to the other party (the receiving party) prior to, or after, the execution of this MoU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the receiving party or if orally given, is given in the circumstances of confidence.
- 9.3. Both Parties agree that the provisions of this Article may continue to be binding between the Parties notwithstanding the termination of this MoU.

10. SUSPENSION

Each party reserves the right for reasons of national security, national interest, public health to suspend temporarily, either in whole or in part, and the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other party.

11. SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties, without reference to any third party or international tribunal. President, ICC and Registrar, Manipal University

Jaipur will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

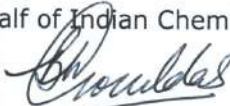


Any unresolved dispute shall be referred to arbitration or mediation as decided by the parties mutually. Terms, jurisdiction of the arbitration or mediation, as the case may be, shall be decided by the parties prior to commencement of the relevant proceedings.

12. VARIATION

The terms stipulated in this MoU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto. Such, amendments, once approved by both the parties, will become part of this agreement.

The undersigned being duly authorized thereto have signed this Memorandum of Understanding.

SIGNED at _____ on this _____ day of _____ 2023 in two originals in the English language.

<p>Signed by on behalf of Indian Chemical Council (ICC)</p>  <p>Name of President Mr Bimal Goculdas President</p> <p>Date: 16/5/23</p> <p>Witness: Dinesh Chopra</p> <p>Name & Address: 29/20, Punjabi Bagh Extension, New Delhi 110026, India</p> <p>Signature:</p> <p>Date:</p>	<p>Signed by Manipal University, Jaipur</p>  <p>Name of Registrar : Dr Nitu Bhatnagar Registrar</p> <p>Date: 24/05/2023</p> <p>Witness: Shweta Sharma</p> <p>Name & Address: B-1241, MyHaveli-Unique Builders. Ramchandrapura, Jaipur-302026</p> <p>Signature: </p> <p>Date: 27/05/2023</p>
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