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Memorandum of Understanding between Delhi Technological University, DTU and National Physical Laboratory, NPL

1. Delhi Technological University (formerly Delhi College of Engineering) is a non-affiliating teaching-cum-research University focussing its attention on world quality human resource development, industry relevant and mission oriented research, research centric innovations and on service to the community through development of socially relevant technologies. DTU is a tech university "Inspired by Talent and Powered by Innovations".

It has a chequered history spanning over 68 years and has a strong alumni base in India and abroad. The troika of education, research and innovations is the guiding philosophy of DTU and the University is firmly committed to empower India with the "Wings of Knowledge and Power of Innovation". It is committed to foster the power of science and ensure its effective integration to create the might of technology within the campus of the University.

2. National Physical Laboratory has a chequered history of its distinguished contributions to the nation through its quest for industrially and socially relevant research and innovations. It is a major R&D arm of the nation to empower India with the indigenously developed technology and knowhow to power its national missions. Its scientists have distinguished themselves in a number of areas of high relevance to the nation's economy and have earned high distinctions for their world class research and innovation contributions.

The DTU and NPL administrations will create a Joint Academic Committee with five members from each side with matching expertise. The members of this Committee will be nominated by the VC of DTU and Director of NPL. All decisions related to implementation of the following MoU will be taken by this Academic Committee.

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- 1. Advanced Professional Courses (M. Tech)
- (i) Advanced Electronic Materials: This course will cover solar energy materials (solar cells, photo-thermal conversion of energy, thermoelectric), magnetic materials including smart materials, organic semiconductors, semiconductor heterostructures, phosphors, superconductors.
- (ii) Thin film Technology: Vacuum techniques, physical vapour deposition, chemical vapour deposition, characterization of thin films, applications of thin films industrial coatings, decorative coatings, optical filters, thin films for magnetic data storage, thin film metallization for semiconductor industry.
- (iii) Advanced Engineering Materials: Carbon Carbon composites, carbon nano tubes, light weight high strength alloys, advanced strong magnetic materials, metal polymer composites.
- (iv) Materials characterization: microstructure and phase purity high resolution electron microscopy, X-ray diffraction and fluorescence, scanning electron microscopy, differential scanning calorimetry, scanning tunnelling and atomic force microscopy, spectroscopy photometry infrared and visible, magnetic characterization.
- (v) Computational methods for scientists and engineers:
- (vi) Instrumentation: Low temperature techniques, signal processing, optical methods, ac – dc techniques and standards, high frequency instrumentation, instrumentation for optics and optical signal processing.
- (vii) Biomedical methods and instrumentation: lab-on-a-chip technology, sensors for biomedical application, optical techniques for detection of disease.

2. Joint M. Tech. Thesis Supervision

Essential elements -

- (i) Students will have the choice to take courses offered by NPL scientists. These courses should be given a course number by the university and also appropriate weight-age for calculation of GPA.
- (ii) NPL scientists will float M. Tech. Thesis topics at the beginning of the semester. These topics will be accepted by the joint NPL DTU Academic and Research coordination committee for academics. Recommendations of the Committee will flow to Joint Academic Committee and will be placed before the Academic Council of DTU for approval.

3. Ph.D Program

Essential Elements -

- (i) CSIR UGC Net Qualified Candidates having JRF / SRF awards.
- (ii) Non net qualified candidates hired under sponsored projects [Same criteria as mentioned in DTU guidelines (M. Sc. First class 65% and above and B. Sc First class)].
- (iii) Candidates taken under projects through walk-in interviews must fulfil these above mentioned eligibility criterion in order to be eligible for registration at DTU even after getting SRF from CSIR on the basis of their publications.

- Conditions for NPL scientists to be eligible for independent B. supervision of Ph.D students (to be recognised by DTU as Adjunct Faculty)
- (i) Ph.D plus three years of experience and a minimum of four publications in the last two years.
- (ii) A written consent to offer or participate in Post graduate courses, a minimum of 05 lectures (50 minutes duration) in one semester. Course list is given above.
- (iii) Scientists with less than three years of Post Ph. D experience but otherwise having a minimum of four publications in the last two years, or those who are not willing to offer courses will be co-supervisor along with a DTU faculty and one NPL scientist who meets the criterion (ii) above.
- Joint research and consultancy projects with DTU faculty: 4. The NPL scientists and DTU faculty are encouraged to apply for research funding from various agencies of the Government of India. The budget component of these project proposals should have provision for independent grants to the two organizations with their respective overheads.

The areas of close collaborations are Engineering Material, Energy and Environmental Engineering, Biomedical Instrumentation, Electronic Materials,

Instrumentation Optics and Photonics.

The NPL Scientists and DTU faculty should also work on joint consultancy projects with a well defined consultancy fee distribution policy.

- Joint Refresher Courses for Industry and academic Institutions: NPL scientists and DTU Faculty are also encouraged to offer specialized crash courses to private and public sector personnel from industry and academic institutions. The fee structure of such courses should be decided by the joint Academic Committee of NPL and DTU.
- Fostering research driven Innovations: NPL and DTU shall form joint interdisciplinary teams of scientists / faculty to mentor the student innovations to foster research driven industry relevant innovations, technology incubation and had product development at NPL and or at Knowledge Park of DTU.

Signed on 24th day of February, 2010 at NPL.

Prof. P.B. Sharma Vice Chancellor, DTU

R. C. Budhani Director, NPL

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Memorandum of Understanding

This MOU is made on this 21st day of April 2011 (Effective Date)

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Between

M/s Samsung India Electronics Pvt. Ltd., a Company registered under the companies Act, 1956 having its Registered office at Suites No.101-103, First Floor, Copia Corporate Suites, Plot No.9, Jasola District Center, New Delhi-110025 through its authorized signatory Mr.J.H.Kyung, Director, hereinafter referred to as "SIEL" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, and assigns of the One part;

And

Delhi Technological University, [Formerly DELHI COLLEGE OF ENGINEERING] an University established under Govt. of Delhi, Act 6, of 2009 having its office at Shahbad, Daulatpur, Bawana Road, Delhi-110042, !NDIA through its authorized signatory Mr. S. Maji, Dean, IRD hereinafter referred to as "DTU", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the OTHER PART;

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Delhi Technological University
(Estd. By Govt. of N.C.T. of Delhi)
(Estd. Delhi)
(Estd. Delhi-110042

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Whereas SIEL and DTU are desirous of setting up a framework for Knowledge-Sharing/Tutorials, Company-Sponsored Higher Education Programs, Internship for Students, Joint Research Projects etc.

NOW THIS MOU WITNESSETH AS UNDER:

1. SCOPE OF MOU

- 1.1 Cooperation in Knowledge Sharing through In-house tutorials, workshops conducted by DTU for employees of SIEL.
- 1.2 SIEL sponsored doctoral and post graduate programme for employees of SIEL.
- 1.3 Internship for the students of DTU in SIEL.
- 1.4 Joint Research projects.

2. SALIENT FEATURES of the Understanding

- 2.1 DTU shall provide In-house Tutorials for employees of SIEL on Data Structure, Object Oriented Programming, Software Engineering and Operating Systems.
 - 2.1.1 Frequency of classes: 10 per quarter per subject
 - 2.1.2 Duration of each Class: 2 Hrs.
 - 2.1.3 Fees & Per Visit Charges: As mutually agreed between the Parties in writing.
 - 2.1.4 Curriculum for Tutorials: to be finalized after discussions between DTU and the technical team from SIEL.
- 2.2 DTU shall provide up to 2 seats per year for employees of SIEL for PhD Programmes.
 - 2.2.1 Eligibility Criteria:
 - As per DTU Ordinance issued from time to time.
 - -All the eligible employees will be required to face a test/personal interview in DTU.
 - 2.2.2 Fees:

As mutually agreed between the Parties in writing and may be reviewed year on year. SIEL shall sponsor the selected employees for first 3 years only.

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Delhi Technological University (Estd. Dy Govt. of N.C.T. of Delhi) Shahbal Dealatper, Bawana Sead-Delhi-110042

- 2.2.3 Duration of the course:
 As per DTU ordinance issued from time to time.
- 2.3. DTU shall provide customized M.Tech programme for SIEL employees. Classes for the same would be conducted on weekends. Minimum 20 participants shall be provided by SIEL.
 - 2.3.1 Eligibility Criteria:-As per DTU ordinance.
 - 2.3.2 Fees:

As mutually agreed between the Parties in writing and may be reviewed year to year. SIEL shall sponsor the selected employees.

- 2.3.3 Duration of the course: 3 Years
- 2.4 DTU shall explore opportunity to provide SIEL a higher status as a Company in its Recruitment process.
- 2.5 SIEL will recruit up to 5 Interns from DTU for 6 weeks as a special case. The students will be exposed to live projects of SIEL.
 - 2.5.1 Eligibility Criteria:

-The student must have completed 3rd Year.

- -The student must qualify the GSAT (Global Samsung Aptitude Test) and the Technical test conducted by SIEL to recruit Interns.
- 2.5.2 Stipend:
 - As mutually agreed between the Parties in writing and may be reviewed year on year.
- 2.6 SIEL may conduct up to 10 lectures for students of DTU to give them an Industrial perspective in DTU campus. Senior employees will take these lectures in DTU campus free of cost.
- 2.7 SIEL may explore opportunity for joint project with DTU in the areas of Software Engineering/Software Development. A meeting shall be organized by SIEL with the senior DTU faculty to identify the project. The scope of the project shall be decided after identification of the project.



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3. TERM & TERMINATION

- This MOU will initially be valid for a period of 3 (three) years from the effective date and the same can be extended on such other terms and conditions that may be mutually agreed upon in writing between the Parties not later than 30 days before the expiry of this MOU or of its extended period, as the case may be.
- 3.2 Either party may terminate this MOU at any time without cause upon giving not less than Thirty (30) days prior written notice in that behalf.
- 3.3 The termination of this MOU shall be without prejudice to the rights and remedies of either Party which may have accrued upto the date of termination.
- 3.4 Any termination of this MOU (for whatever reason) shall not affect the coming into force or the continuance in force of any provision of this MOU which is expressly or by implication intended to come into or continue in force on or after such termination.

4. DISPUTE RESOLUTION & JURISDICTION

- 4.1 All disputes and differences of any kind whatsoever, any claim, cross-claim, counter claim or set-off regarding any right, liability, act, omission on account of any of the Parties hereto arising out of or in relation to this MOU or any matter incidental thereto shall be referred to sole arbitration of an arbitrator mutually agreed upon and appointed by SIEL and DTU. The arbitration proceedings shall be in accordance with Arbitration and Conciliation Act, 1996.
- 4.2 It is hereby expressly agreed that the powers of the Arbitrator appointed in the matter shall include the power to make interim order/awards as the circumstances of the case may justify, to appoint a receiver, commissioner or custodian, whatever name called to take the possession of property in dispute/unpaid sales during the pendency of the proceedings; and subject to such final order as may be passed by the Arbitrator and shall also have the power to issue such further orders from time to time as he may deem fit.
- 4.3 The award of the Arbitrator shall be final, conclusive and binding on all the Parties to the MOU.
- 4.4 The venue of arbitration shall be at New Delhi.

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- 4.5 All such disputes which may form part of this MOU are subject to jurisdiction of competent Courts in Delhi only
- None of the Parties shall be entitled to commence or maintain any in relation to this MOU except for the enforcement of an arbitral award granted pursuant to this Clause.
- 4.7 During the period of submission of arbitration and thereafter until the granting of the award, the Parties shall, except in the event of termination, continue to perform all their obligations under this MOU without prejudice to a final adjustment in accordance with such award.
- 4.8 Neither of the Parties shall disclose the existence, content, or results of any arbitration hereunder without the prior written consent of each of the others.

5. GENERAL

5.1 Relationship

The DTU agrees that that this MOU is strictly on a principal to principal basis. Under no circumstance the Company shall be deemed to have directly instructed, communicated or corresponded with any of DTU's employees in relation to Services under this MOU. This MOU is not intended to and shall not be deemed to bring into existence a relationship of principal and agent between the Company and the DTU.

5.2 Confidentiality

DTU and its employees/Associates shall treat the terms and conditions of this indenture as strictly confidential and shall hold all information, data, material, instructions, communications, or, whether received in writing or oral form, from SIEL by DTU. The breach of this clause shall be construed as a material breach and SIEL may terminate this MOU forthwith in case of breach on the part of DTU. The Parties also agree:

- to maintain and use the confidential information only for the purposes of this MOU and only as permitted herein;
- (ii) to only make copies as specifically authorized by the prior written consent of the other party and with the same



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Delhi Technological University (Estd. By Govt. of N.C.T. of Pelhi) Shahbid Deviation, Sovern Road Delhi-19042

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confidential or proprietary notices as may be printed or displayed on the original;

- (iii) to restrict access and disclosure of confidential information to such of their employees and agents on a "need to know" basis, and upon the execution of a written undertaking from such employees and agents to maintain confidentiality of the confidential information disclosed to them;
- (iv) The Parties hereby agree to maintain the confidentiality of the Confidential Information for a period of five (5) years from the date of receipt and three (3) years from the date of such termination, whichever is later.
- (v) DTU agrees that any of SIEL's technical or business information that DTU's employees, associates or agents acquire while on SIEL's premises, or through access to SIEL's computer systems or databases while on or off SIEL premises, shall be deemed Confidential information.
- (vi) All information provided by SIEL to DTU shall, at all times, remain the sole and exclusive property of SIEL. Upon termination/expiry of this MOU, confidential information shall be returned to SIEL or destroyed in accordance with the instructions of SIEL and evidence of such destruction provided to SIEL to its reasonable satisfaction. SIEL may at its sole option, witness the destruction.

5.3 Force Majeure

Upon the happening of a Force Majeure event preventing either Party from performing its respective obligations hereunder, the affected Parties obligation to perform such obligations shall be suspended during the period affected by Force Majeure. The Party suffering such event will promptly notify the other Party in writing and if the period of suspension lasts for longer than thirty (30) Days, then the either Party may decide at any time thereafter to terminate all or any part of this MOU.

5.4 Notices

The addresses and other information for service of notices to the Parties are as under

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IF TO SIEL:

Samsung India Electronics Pvt. Ltd. 2nd, 3rd & 4th Floor, Tower C, Vipul Tech Square, Sector 43, Golf Course Road, Gurgaon, Haryana - 122009

IF TO DTU:

DELHI Technological UNIVERSITY [Formerly DELHI COLLEGE of ENGINEERING], Shahbad, Daulatpur, Bawana Road Delhi-110042

- (i) Any changes in the above particulars of a Party shall be conveyed to the other Party in writing without delay.
- (ii) Any notices sent under this MOU must be in writing and may be served by personal delivery with due acknowledgment or by registered post at the address given above or at such other Indian address as the relevant Party may give for the purpose of service of notices under this MOU.

5.5 Severability

If any section, paragraph or clause in this MOU shall be held to be invalid or unenforceable in any jurisdiction, in which this MOU is being performed, then the meaning of such section, paragraph or clause shall be so constructed so as to render it enforceable to the extent feasible and if no feasible interpretation would save such section, paragraph or clause it shall be severed from the MOU. If such paragraph or clause is considered an essential element of this MOU, the parties shall promptly negotiate a replacement thereof. In the event the parties are unable to agree upon the replacement within 30 (thirty) days of the final rendering such terms invalid or unenforceable, SIEL may terminate this MOU upon 90 (ninety) days written notice.

5.6 Entire MOU

This MOU and documents attached herewith constitute the entire understanding between the Parties with respect to the subject matter hereof. No changes, amendments, modifications or waiver of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by duly authorised representatives of both parties hereto.

MENT OF STREET

Della Technological University (Estd. By Govt. of M.C.T. of Delhi) Shahbad Daulatpur, Buwana Road Delhi-110868

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IN WITNESS WHEREOF the Parties have executed these presents on the day and year herein above written.

MEW DELIN	elhi Technical University
J.H.Kyung S.Maji Director Dean,	Delbi Technological University (Estd. By Govt. of N.C.T. of Delbi) Shahbad Denlatour, Bawana Road Delbi-110042

WITNESSES

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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

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Certificate Issued Date

Account Reference

Unique Doc. Reference

-Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

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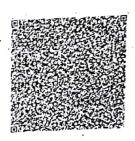
SAMSUNG INDIA ELECTRONICS PVT LTD

Article 5 General Agreement

SAMSUNG INDIA ELECTRONICS PVT LTD

SAMSUNG INDIA ELECTRONICS PVT LTD

(Fifty only)



Please write or type below this line__

This e-stamp is an integral part of the MoU dated 9th May, 2013 entered between M/s .5amsung India Electronics Private Limited and Delhi Technological University.





MEMORADUM OF UNDERSTANDING (MoU)

BETWEEN

DELHI TECHNOLOGICAL UNIVERSITY (DTU)

AND

INSTITUTE OF NUCLEAR MEDICINE AND ALLIED SCIENCES (INMAS) FOR ENHANCED ACADEMIC INTERACTION AND R&D COLLABORATION

1. Preamble:

1.1 THIS AGREEMENT made this day, 21 Oct 2013, Nuclear Medicine and Allied Sciences, Defence Research and Development Organisation, New Delhi, (hereinafter referred to as INMAS) and Vice Chancellor, Delhi Technological University (hereafter referred as DTU), and both are referred to as 'parties'.

Whereas INMAS is one of the oldest national institute of nuclear medicine and the Bio-medical lab of Defence Research and Development Organization with core competence in radiation biosciences, non-invasive imaging, thyroid research, neuro-cognition, drug development and NBC training and medical management, and whereas DTU is a high caliber technical University of national repute with excellence in engineering innovations and teaching, and whereas INMAS has been engaging DTU in terms of registration of DRDO fellows and staff as Ph.D students.

the parties hereto are now desirous of enhancing the academic and research interaction, particularly in areas leading to biomedical product and device development, and in formalizing the research collaboration for a period of five years, that is until Oct 20, 2018 in the first instance; and whereas the parties are also desirous of reducing to writing the terms governing this research collaboration.

Under the joint INMAS-DTU program the following academic, applied research and biomedical product development programs will be conducted and improvised from time to time or as per requirement.

- 1. The MoU is aimed at fostering the interactions between INMAS and DTU in the areas of mutual interest to enhance the value of research and training at both places by undertaking collaborative research projects and enhancing the quality of human resource by imparting training.
- 2. There will be collaboration between Biotechnology and Applied Physics Departments of DTU and INMAS for which there shall be no need for separate Non-Disclosure Agreements (NDA). IPR related issues shall be jointly shared by INMAS and DTU.

3. This collaboration will be implemented in a manner that supplement the resources of both the institutions to facilitate research and training in areas of mutual interest.

- There will be exchange of Scientists/Faculty and students between the participating institutions. The two Institutions may conduct joint projects including courses and training as per mutual interest.
- Based on the core competence, members from both the institutes can evolve 5. collaborative research projects in areas of mutual interest. Such joint proposals can seek funding from government and other agencies including DRDO. Applications for such funding in areas of mutual interest will be submitted jointly after obtaining due permission of the bilateral competent authorities.
 - Research Students working at the Life Sciences labs of DRDO may register for Ph.D. 6. degree to be awarded by DTU under joint supervision. The guide can be a Scientist of INMAS as recommended by Director, INMAS. A list of competent Scientists and their CVs will be provided by Director, INMAS to obtain a formal approval from the appropriate academic body of DTU. Bye-laws of DTU governing the admission and award of Ph.D. degree will apply.
 - Ph.D. students working at the DTU will be able to carry out a part of their work at 7. INMAS, and if needed an INMAS scientist may be a co-guide. DTU and INMAS will independently cover the cost of research chemicals and other expenditure incurred in connection with the research collaboration.
 - INMAS will provide short-term training to students and Faculty members of the DTU in their areas of specialization on the request from the University. Up to a maximum of 6-10 such requests per year can be accepted. The same will be applicable for DTU.
 - Mobility of bilateral Faculty will be encouraged between the two Institutions. This may 9. include guest lectures and student-teacher interactions.

Signed by the DIRECTOR, INMAS and signed for and on behalf of the VICE CHANCELLOR, DTU, by its Vice Chancellor

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(Dr. RP Tripathi) आर. पा. नियावी / Dr. R. P. TRIPATHI

Vice Chancellor Prof. P B Sharman bad Daulatpur, Bawana Road Ph.D (B'ham), FIE, FWABShiFACOS, FISTE, Vice Chancellor, Delhi Technological University Shahabad Daulatpur, Bawana Road. Delhi 110042

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MEMORANDUM OF AGREEMENT (MOA)

Partnership agreement awarding a double Master's degree

Case 1: Graduation in France (masters "i")

between

DELHI TECHNOLOGICAL UNIVERSITY (INDIA) called DTU

and

"n+i" NETWORK OF ENGINEERING INSTITUTES called "n+i"

1. Introduction

DTU and "n+i" recognise:

- a. their mutual interest in training engineers with an international vocation,
- b. the importance of the role of higher education institutions in the promotion of relations and their contribution to social development.

and DTU and "n+i" undertake to:

- c. consider the introduction of a dual international Master's programme for engineering students in order for the latter to be able to complete their training in India and France.
- d. inform their competent ministries (or official bodies, such as the CTI Commission for Engineering Qualifications – in France) about their arrangement in order to obtain their approval.

The term *partner institutions* used in this agreement refers to DTU and "n+i". "n+i" shall serve as the exclusive coordinator on behalf of its members.

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2. Observations

- 2.1 This agreement concerns students from India as well as French students on an equivalent base of exchanges programmes and degrees. The "n+i" Network wishes to increase the number of French students going to study in India.
- 2.2 DTU and "n+i" aim to train high profile engineer's for top positions in the international arena. The goal of this programme is to optimize their training not only in the traditional scientific and technologic fields but also in management techniques, human sciences, foreign cultures and languages, corporate life...
- 2.3 A double Master's degree offers students a top training with a double cultural experience,
- 2.4 The "n+i" programmes are designed to promote and develop exchanges of postgraduate student engineers and teaching staff between French Engineering Institutes (Grandes Ecoles d'Ingénieurs) and «India» universities. One of the aims of this programme is to provide a framework for student engineer exchanges based on the awarding of national Master's degrees.
- 2.5 A double Master's degree programme must be based on national regulations in order to offer the best to students, that is to say degrees fully respected in the world. DTU and "n+i" Network agree to inform the ministries of Education (and/or official bodies) from «India» and France regarding their projects to get a legal statement.
- 2.6 The training must allow post-graduate student engineers to discover other ways of working, thinking, living and learning. It is vital that they are exposed to corporate life through supervised work experience placements. The "n+i" Network undertakes to organise such placements within companies that are partners of the programme.
- 2.7 "Studies" refers to the entire programme offered to students, i.e. classes, projects and placements in companies. Work experience placements are therefore part of the programme and are, as such, supervised and assessed by the academics in association with the partner company.
- 2.8 All the partners are listed on the "n+i" Network Internet website. They can be reached by the whole "n+i" Network community, and by students in particular.
- 2.9 Co-operation links made through a double degree programme between students, professors, academics or researchers will improve the relationships and the communication between our countries,

3. General Principles

In France Master's degree requires 120 credits minimum (European ECTS standards) generally done in two years (average) starting right after a Bachelor degree. We will refer to the first part of the master as M1 and to the second part as M2. In France, M1 is generally organized in 2 periods (M1a and M1b) it is the same for M2 (M2a and M2b) as follow:

M1 a	M1 b	M2 a	M2 b	
Ye	Year 1		Year 2	
1 st Period	2 nd Period	1 st Period	2 nd Period	
CLASSES	CLASSES	CLASSES	INTERNSHIP-	
		·	PROJECT-	
			RESEARCH	

Two kind of masters, both accredited on behalf the French Government, are offered by French Engineering institutes

The "n+" Master's degree (or Diplôme d'ingénieur in France) prepares students for project and team management positions (many company chief executives and directors have been trained as engineers). Given its level, requirements and international recognition, and to indicate its extremely comprehensive and more generalist content, it is called the "n+" Master's degree as a "Master's degree with Honors".

This degree is delivered by schools authorized by the French Commission for engineering degrees (CTI) and is recognized as a national Master's degree.

CTI imposes for this Master's degree programme a minimum training in France of 18 months (90 ECTS credits over 120) in France. Due to this regulation about the "n+" Master's the part of the master done in the foreign India is limited to 30 ECTS credits maximum.

The "i" Master's degree so called to stress its international "i" nature.

This degree is delivered by schools authorized by the French DGESIP (Higher Education and Professional Integration official organization).

The duration of the training in France is fixed to a minimum of 12 months (with 75 ECTS credits maximum over 120). The validation of experience (courses, training, even work experience...) in the India of origin is so 45 ECTS credits minimum. This Master's degree, focused on a specific scientific or technical area, includes at the end a long training period in a company or research Centre (lab) of 6 months minimum.

4. Basic principles of co-operation

- 4.1 The general principle of this MOA is to offer students a curriculum leading to masters degrees after Bachelor level (or equivalent in terms of relevant credits validated by both institutions from «India» and France).
- 4.2 The French "n+i" Network of Engineering Institutes and DTU should respect the methods of assessment and the procedure for awarding national degrees (specially in terms of duration) in their respective India.
- 4.3 All fields of engineering should be concerned (Mechanical, Civil, Chemical, Materials, Agriculture, Electronics, Computer, Telecommunications, Industrial, Environment) but a restrictive list of schools as well as fields can be decided in the amendment.
- 4.4 The Master's programmes covered by this framework agreement, concluded between DTU and "n+i", shall be clearly identified and listed in an attachment to this document (see amendment in annex to this contract). It shall be therefore necessary to compile a list of compatible Master's programmes between DTU schools/departments and "n+i" schools. This "compatibility recognition" process shall be performed first of all by the professors responsible for the Master's programmes and subsequently approved by DTU and "n+i" administrations (see § 5).
- 4.5 The amendment, the list of compatible masters concerned by this agreement, will be updated as soon as an agreement of compatibility will be decided by the institutions offering the masters (signed letters from directors, deans or president). Same process for cancellation of compatibilities, suppression of masters, etc.
- 4.6 DTU shall be free to choose Master's programmes and hence the schools from among the more 60 members of the "n+i" network covered by this agreement.
- 4.7 Without this list being exhaustive, the DTU schools and departments likely to be concerned by this agreement include but are not limited to the amendment.

5. Process of compatibility of Masters for joint degrees

For this type of double degree MOA, we request the concerned faculty members from DTU to:

1. Consult our list of Masters Degree programmes in this framework (masters "i" and masters "n+" see list on the internet website www.nplusi.com) offered by our member institutes

2. Select the programs (masters) offered by our 60 institutes which correspond to your research themes and requirements.

Note: the same work shall be done by professors of French Engineering institutes who will select pertinent masters in DTU.

Then we shall introduce to professors in charge of masters of DTU, the French counterparts (professors in charge of our masters) in order to discuss at length the mapping and actual content of each master programme (lectures, number of hours, credits etc...).

If the two degrees in question are very similar (we say compatible) then the students could carry out a part of their degree programme in India and the remaining part in France

This case will be applicable to Students from India as well as French students.

We shall then publish in annex of this MOA, the list of compatible Masters between different departments of DTU and the "n+i" engineering institutes. The MOA shall strictly be confined to this list of Master's programmes pre-indentified by both parties and approved as compatible.

6. Exchange scheme

Case MOA 1a: The M1 is completed in India for Indian students and the M2 is completed in France (or symmetrically M1 in France for French students and M2 in India) leading to a double degree (Double Masters obtained simultaneously with formal accreditation of syllabus see § 5 i.e a recognition of the M1 and M2 French master as equivalent (compatible) to M1 and M2 in DTU must be signed with relevant selected French engineering schools).

In order to take into account the above principles, the acceptance of a dual degree candidate is based on the following process:

- 6.1 First part of the Master's programme M1 (for preselected students by DTU and "n+i" institutes having a Bachelor):
 - From September to June, Master's programme courses (M1) in India.
- 6.2 Second part of the Master's programme M2
 - M2 must last a minimum of 12 months in France,
 - Between the end of July and the beginning of September, the candidate follows an intensive French course while living with a host family,
 - From September to February, Master's programme courses (M2) in France.
 - From March to June or September, Master's thesis (M2) in France. This
 thesis shall be jointly supervised by a Professor from DTU and a Professor
 from a "n+i" school and shall be taken into account for the awarding of
 the dual Master's degree.

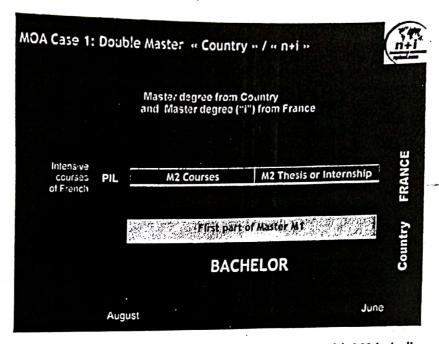


Figure 1: Basic Double Masters Degrees in two years with M1 in India and M2 in France (reciprocally for French students).

An alternative option Case MOA 1 b: same Double Masters Degrees as in case 1a but with an additional professional training, in sandwich, in a company of 6 months (maximum) see Figure 2.

MOA- 1: case 1 b Double Master Gountry» / «n+i»

Master degree from Country
and
Master degree ("i") from France
with professional experience

Intensive French
courses

PIL

Bachelor

June

Figure 2: Same Double Masters Degrees as in figure 1 but with an additional professional training in a company of 6 months (maximum).

IMPORTANT: The training period in France of only 12 months explains that this agreement is only applicable to "I" Master.

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The calendar of each period can be discussed and defined separately.

7. Partnership conditions

- 7.1 DTU and "n+i", which shall host students, shall be required to clearly indicate, for each student, what type of qualification or certificate they will be awarded.
- 7.2 Student exchanges shall concern both theoretical and practical courses and professional training (company placements).
- 7.3 French and Indian students shall submit their application on the "n+i" website. Each party shall have easy access to the application database using a confidential access code and password provided by "n+i".
- 7.4 In order to comply with French and Indian data protection and freedom of information legislation in terms of management of databases concerning private individuals and protection of their rights, each signatory makes the following undertaking:
 - a) not to use the information for any other purpose than recruitment for training programmes as defined in this agreement.
 - b) not to communicate these confidential access codes to any third party, even a member of staff at the same university or institution.
- 7.5 Each party shall check (validate) the official documents included in the "paper" applications of their students before they are approved.
- 7.6 Students from each party wishing to undertake training as part of this agreement shall be assisted by the host institution for administrative formalities and, more generally, any day-to-day problems (accommodation, transport, library, computer service, etc.).
- 7.7 DTU and the "n+i" Engineering Institute will designate a tutor for each student, under the degree scheme with "n+i", in order to supervise his/her training in «C. India» and France,
- 7.8 The "n+i" Institute or DTU where the student is registered must regularly inform the tutor from the DTU or the "n+i" Engineering Institute about the progress of the training regarding the final year project,
- 7.9 The academic establishments and their staff undertake to maintain confidentiality with respect to the work carried out for companies,
- 7.10 The "n+i" Institute or DTU where the student is registered must help students in finding internship in company or research laboratory (in case of PhD programme).
- 7.11 The programme partners should attempt to facilitate the exchange of professors, lecturers and researchers in order to develop contacts and dual supervision of students.

8. Funding

- 8.1 Students pay where they are studying. Students will have to pay the local fees for tuition, insurance, transport and accommodation and any other appropriate expenses for the selected programme, but both institutions agree to source the lowest fees to students and/or to seek financial support for students for cooperative activities from appropriate funding institutions but they cannot be responsible if they fail to find any funding.
- 8.2 The full academic costs for the 2-year master's degree (M1 and M2) will be clearly mentioned to the students before the recruitment.

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- 8.3 The costs of living will be clearly mentioned to the students before the recruitment as well as facilities offered by institutions (accommodation, meals, insurance, etc.).
- To enable the implementation of this agreement, both parties shall seek for funding from bilateral (French and Indian governments, French embassy, local authorities, etc.) and multilateral (EU, regional development programmes, etc.) sources.
- Each party undertakes to seek for additional financial support (companies, local 8.5 authorities, etc.) but may not be held liable in the absence of success.
- Both parties shall provide logistical support for management of this agreement. 8.6

9. Management of the agreement and administration

Negotiation and coordination of this agreement is the responsibility of:

Professor PB Sharma Vice Chancellor, DTU, India and **Professor JP Trotignon** the Executive Director, "n+i" Engineering Institutes Network

- 9.2 The signatories indicated above may appoint a member of their institution to coordinate the implementation of this agreement.
- This agreement is signed for a period of four (4) years and must be automatically 9.3 renewed for an additional 4 years unless a written notice to the contrary is given by one of the parties a minimum of 6 months prior to expiry of the contract.
- 9.4 This agreement comes into force immediately following signature by Professor WWW, President of DTU and Professor Jean-Pierre TROTIGNON, Executive Director of "n+i" Engineering Institutes Network.
- 9.5 This agreement is signed in duplicate in English, which are equivalent.

DTU and "n+i" agree to launch the agreement by establishing a partnership in accordance with the terms outlined above.

for

DTU

Vice Chancellor Professor PB SHARMA
Delhi Technological University Estd. By Govt. of N.C.T. of Define Chancellor

Shahbad Daulatpur, Bawana Road Delbi-110042

Place: Delle

Date: 28.6.13

for

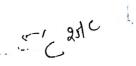
'n+i" Enginegring Institutes Networ

Professor Jean-Pierre TROTIGNON WG

Executive Director

Place: Paris (France)

Date: 23 A





Delhi Technological University To Vice Chancellor Shahbad Daulatpur Main Bawana Road Delhi 110042 India

Paris, May 26th, 2015

Dear Vice Chancellor,

The Network "n+i" is a consortium that links together 60 French Graduate Engineering Schools and other engineering training programmes in all areas of engineering (from agriculture to telecommunications, and including civil engineering, mechanics, informatics, biotechnology, chemistry, materials, electronics, environment, etc).

We certify that ENSEEIHT - Ecole Nationale Supérieure d'Electrotechnique, d'Electronique, d'Informatique et d'Hydraulique de Toulouse, is a premier partner under Network "n+i" umbrella. A MOU to this effect was signed on 23rd April 2013.

Please accept, Dear Vice Chancellor, the expression of our respectful greetings.

Jean Pierre TROTIGNO

Executive Director of Network

Vest Cogara

79 avenue Denfert-Rochereau - 75014 Paris - France Tèl.: 01 53 63 35 38 – Fax: 01 79 75 36 20 – contact@nplusi.com Siret: 452 644 255 00013 – Association loi 1901 sans but lucratif déclarée d'intérêt général

www.nplusi.com





Memorandum of Understanding

Between

Delhi Metro Rail Corporation Limited

and

Delni Technological University

19th March, 2013



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Government of National Capital Territory of Delhi

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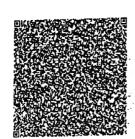
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DELHI TECHNOLOGICAL UNIVERSITY

: Article Others

DELHI TECHNOLOGICAL UNIVERSITY,

DELHITECHNOLOGICAL UNIVERSITY



.Please write or type below this line.....

Memorandum of Understanding

between

Delhi Technological University,

and

Delhi Metro Rail Corporation Limited

This MEMORANDUM OF UNDERSTANDING (MoU) is hereby made and entered into by and between the Delhi Technological University (formerly Delhi College of Engineering) hereinafter referred to as DTU and Delhi Metro Rail Corporation Ltd., DMRC.

of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices tables of ACCs, SHCIL Offices and SROs are available on the Web site hypotypholiestamp.com

Whereas the MoU shall cover following aspects, and terms and conditions for first two items will be decided/amended time - to - time and case - to - case basis by the joint interface committee within the purview of rules and regulations of DMRC and DTU. The MoU shall cover following aspects:

1. Projects:

DMRC based on their requirements may request DTU to undertake the consultancy work and suggest a suitable faculty / Scientific Officer /Engineer from DTU or DMRC to take up the activity. The consultancy work may include design, analysis, development, forecasting, investigation, system integration, embedded systems and other software/hardware based solutions. If the consultancy work requires visits to DMRC installations, the DMRC shall provide all logistic support and help at their installations to cater the requirements for reaching out to conclusive end of the specific projects. For carrying out measurement exercises/ data capture temporary / contract technical persons may be appointed by Principal Investigator/ Project Incharge (PI) at DTU in coordination with JIC. The tenure of appointment shall cease with the specific consultancy project. Any equipment which are required for the aforesaid project, and are not available with DTU or DMRC, the JIC may approve the purchase of the equipment and cost will be borne by the DMRC. The said equipment after the project may be kept at DMRC or DTU, for its upkeep and maintenance (to be decided by JIC). The ownership shall be of DMRC. If decided to be kept in DTU it will be entered in separate stock register meant for DTU - DMRC joint projects. The purchase of such equipment will be made as per prevailing General Financial Rules (GFR) of Govt. of India, on recommendation from JIC. For smooth operation of the project a separate bank account may be opened for individual project to make the expenditure and accounting transparent. The PI at DTU shall be given enough freedom to exercise the financial power as approved by Board of Management, DTU. In order to avoid the delays in procedures related to procurement of equipment, JIC may devise simpler tendering mechanism to ease out the procedures, and PI will be allowed to float the tender on recommendation of JIC straight away bypassing the long administrative channel after approval of JIC.

2. Joint Research and Development

DMRC with vast experience in operation and management of Metro rail will define problems/ cases which requires research work involving indigenization of

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persons from the technology provider and from the engineers specially trained for the specific task by the manufacturer. In the second stage indigenization of technology can be undertaken. In case JIC feels the need of understanding for know-how on the specialized area on hardware, the JIC may pick-up few faculty members from DTU and few members from DMRC and may send them to industrial R&D centers of the concerned technology providers.

3. Development of skilled manpower for technical services in Metro Maintenance and Operations

With the background of already established state-of-training centre for management operations and first level repairs and maintenance work, the DMRC in association with DTU may develop long term understanding in developing skilled technical manpower well versed in automation, design, development and know-how of the technology to take care of all the installations and engineering needs. The said objectives can be undertaken by:

- i. Specialized hands-on training/ Seminar/ Workshop on latest technologies
- Short term courses on theoretical aspects of AC traction and Drives, Power processing, Power conditioning, Power quality, Micro-grids, Metro Substation automation and control, embedded systems etc.
- iii. Providing opportunity for practicing engineers to upgrade their qualification through admission to M. Tech (Power Electronics), M. Tech (Electrical Energy Systems) and B. Tech programs run in evening and on weekends without disturbing their normal duties. The problems defined by the DMRC could be given to them as their dissertation work for realization of their solution. Two seats for each specialization will be kept reserved for engineers/ officers nominated by DMRC.

To proceed further in this regard, DMRC and DTU shall discuss and finalize the field for development of skilled power, number of persons to be trained.

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(iv). TENURE OF THE MoU:

This MoU will be valid for a period of three years from the date of signing, unless otherwise extended vide written document signed by both the parties.

(v) TERMINATION:

This MoU can be terminated by any Party by giving a valid justification (acceptable to the other Party at least two months prior to the proposed date of termination.

(vi) DISPUTES AND SETTLEMENT:

- (a) All parties shall make efforts to resolve amicably by direct informal negotiations any disagreement any dispute between them under or in connection with the agreement.
- (b) In case any problem arises with respect to performance of work under this MoU, the same shall be referred to Vice Chancellor, DTU and Director, Electrical (DMRC) who will mutually resolve the matter.
- (c) If the dispute remains unsettled even after (90) days of receipt by one party of the other party's request for such amicable settlement, the same can be referred to Secretary MOUD whose decision on the matter shall be final and binding on the parties.
- (vii) That both the parties i.e. DTU and DMRC Ltd. hereby indemnify each other against any loss, damage or liabilities arising as a result of any act of omission or commission on either party's part or on part of their personnel or in respect of non observance of any statutory requirements or legal dues of any nature.



AND MADE BETWEEN:

- (1) THE UNIVERSITY OF BIRMINGHAM Edgbaston Birmingham B15 2TT ENGLAND and
- (2) DELHI TECHNOLOGICAL UNIVERSITY, Shahbad Daulatpur, Bawana Road, Delhi 110042 (INDIA)

1. Introduction

- 1.1 The University of Birmingham (UOB) and Delhi Technological University (DTU) wish to enter into a co-operative relationship for the general purpose of promoting teaching, research and other collaborative activities for the mutual benefit of both parties.
- 1.2 This Memorandum of Understanding ("MoU") sets out below the principles by which the UOB and DTU can establish a formal arrangement regarding such activity.
- 2. Principles:
- 2.1 The University of Birmingham (UOB) and Delhi Technological University (DTU) jointly propose the following:
- 2.1.1 Collaborative Research and Development in the following areas:
 - 1. Computational Intelligence and Cyber Security
 - 2. Bio-Medical Engineering
 - 3. Material Science
 - 4. Robotics & Machine Vision
 - 5. Renewable Energy Systems
- 2.1.2 Exchange of Faculty and Students:
 - (i) The two Universities will explore the possibilities of inviting up to two faculty, per year, from the areas identified for exchange for spending short / medium term at respective University. The Parties will discuss and negotiate the number of invitations, conditions of exchange and/or cooperation, funding, duration of the stay, and other terms applicable in each case prior to implementation.
 - (ii) The two Universities shall also explore the possibilities of exchange of students through credit transfer, internships and jointly supervised projects. The recommended students will be selected on the basis of merit and other non-discriminatory criteria with mutual consent of the two Universities.
- 2.1.3 Jointly organizing conferences and Seminars:

The two Universities shall also explore the possibilities of jointly organizing Seminars / Workshops / International Conferences in emerging areas of technology and for faculty development in respective universities.

- 2.1.4 Joint MS/MSc in Research and Dual Degree Programs: The two Universities shall also explore the possibility of offering joint MS/MSc by research and Dual Degree Programs in areas identified which may include to begin with Bio Medical Engineering, Cyber Security and New Generation Energy Systems.
- 2.2 Any activity carried out within the broad framework of this MoU shall be subjected to the mutual consent of parties, taking into account any constraints of time, funding and other relevant resources.

3. Subsidiary Agreements:

In addition, it is envisaged that each activity that the parties wish to pursue in accordance with the purpose of this MoU will be governed by terms and conditions to be separately negotiated and mutually agreed upon by the parties through the signing of one or more subsidiary agreements.

4. Renewal Amendment and Termination:

- 4.1 This MoU shall be effective for an initial period of three years from this date. Thereafter, this MoU may be extended for a further period of three years or for any other period of time as deemed appropriate by both parties, subject to their mutual consent and any such extension to be made in writing.
- 4.2 This MoU will be reviewed every three years.
- 4.3 Either party may amend this MoU at any time, provided it is with prior written consent of both parties.
- 4.4 Either party may terminate this MoU at any time by giving six months notice to the other party in writing.

5. General:

- 5.1 The parties to this MoU shall not be deemed to be in breach of this understanding or otherwise liable to any other party in any manner whatsoever for any failure or delay in performing or initiating the activities proposed in this MoU.
- 5.2 This MoU records the understanding between the parties and is not intended to be a legally binding document and shall not be enforceable in any Court of Law.

Signed

by Professor David Eastwood Vice Chancellor and Principal

For the University of Birmingham

Signed

by Professor P. B. Sharma Vice Chancellor

For the Delhi Technological University

Memorandum of Understanding

This MOU is made on this 9th day of May, 2013(Effective Date)

Between

M/s Samsung India Electronics Pvt. Ltd., a Company registered under the companies Act, 1956 having its Registered office at A 25, Ground floor, Front Tower, Mohan Co-operative Industrial Estate, New Delhi – 110044 through its authorized signatory Mr. E.K. SEO, Chief Financial Officer, hereinafter referred to as "SIEL" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, and assigns of the One part;

And

Delhi Technological University, [Formerly DELHI COLLEGE OF ENGINEERING] an University established under Govt. of Delhi, Act 6, of 2009 having its office at Shahbad, Daulatpur, Bawana Road, Delhi-110042, INDIA through its authorized signatory Prof. P.B Sharma, Vice Chancellor hereinafter referred to as "DTU", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the OTHER PART;

Whereas SIEL and DTU are desirous of setting up a framework for Knowledge-Sharing/Tutorials, Company-Sponsored Higher Education Programs, Internship for Students, Joint Research Projects etc.

NOW THIS MOU WITNESSETH AS UNDER:

1. SCOPE OF MOU

Strengthening of Industry-academia interface through customized B-Tech program by DTU for employees of SIEL, set-up of software lab. by SIEL in DTU premises, outreach program for under-privileged and merit award for DTU students as per the terms and conditions of this MoU.

2. SALIENT FEATURES of the Understanding

2.1 B Tech Programme

2.1.1 DTU shall provide customized B.Tech (Software Technology) part time programme for SIEL employees. Upto thirty (30) participants shall be provided by SIEL every year.

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2.1.2 Eligibility Criteria:
-As per DTU norms.

2.1.3 Fees:

As mutually agreed between the Parties in writing and may be reviewed year to year. SIEL shall sponsor the selected employees.

- 2.1.4 Duration of the course: 4 (four) Years
- 2.1.5 Venue of the Course:
 Samsung/DTU premises as suitable to both parties.
- 2.2 SIEL will set up a Samsung Software Lab at DTU premises with such hardware, software and other equipments as SIEL may deem fit for such a lab.
- 2.3 SIEL will sponsor two (2) gold medals, one (1) each for M.Tech (Software Engineering/Computer Engineering) and M.Tech (Software Technology) topper students of DTU every year.
- 2.4 DTU will start an outreach program in collaboration with SIEL for underprivileged wherein some training course can be run for such people as a part of SIEL's corporate social responsibility activity.

3. TERM & TERMINATION

- This MOU will initially be valid for a period of 4 (four) years from the effective date and the same can be extended on such other terms and conditions that may be mutually agreed upon in writing between the Parties not later than thirty (30) days before the expiry of this MOU or of its extended period, as the case may be.
- 3.2 Either party may terminate this MOU at any time without cause upon giving not less than Thirty (30) days prior written notice in that behalf.
- 3.3 The termination of this MOU shall be without prejudice to the rights and remedies of either Party which may have accrued upto the date of termination.
- Any termination of this MOU (for whatever reason) shall not affect the coming into force or the continuance in force of any provision of this MOU which is expressly or by implication intended to come into or continue in force on or after such termination.



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4. DISPUTE RESOLUTION & JURISDICTION

- All disputes and differences of any kind whatsoever, any claim, cross-claim, counter claim or set-off regarding any right, liability, act, omission on account of any of the Parties hereto arising out of or in relation to this an arbitrator mutually agreed upon and appointed by SIEL and DTU. The Conciliation Act, 1996, as may be amended or modified or re-enacted from time to time.
- 4.2 It is hereby expressly agreed that the powers of the Arbitrator appointed in the matter shall include the power to make interim order/awards as the circumstances of the case may justify, to appoint a receiver, commissioner or custodian, whatever name called to take the possession of property in dispute/unpaid sales during the pendency of the proceedings; and subject to such final order as may be passed by the Arbitrator and shall also have the power to issue such further orders from time to time as he may deem fit.
- The award of the Arbitrator shall be final, conclusive and binding on all the Parties to the MOU.
- 4.4 The venue of arbitration shall be at New Delhi.
- 4.5 All such disputes which may form part of this MOU are subject to jurisdiction of competent Courts in Delhi only
- None of the Parties shall be entitled to commence or maintain any action in a Court of Law upon any matter in dispute arising from or in relation to this MOU except for the enforcement of an arbitral award granted pursuant to this Clause.
- 4.7 During the period of submission of arbitration and thereafter until the granting of the award, the Parties shall, except in the event of termination, continue to perform all their obligations under this MOU without prejudice to a final adjustment in accordance with such award.
- 4.8 Neither of the Parties shall disclose the existence, content, or results of any arbitration hereunder without the prior written consent of each of the others.



Vice Chancellor
Vice Chancellor
Tachnological University

5. GENERAL

5.1 Relationship

The DTU agrees that that this MOU is strictly on a principal to principal basis. Under no circumstance the Company shall be deemed to have directly instructed, communicated or corresponded with any of DTU's employees in relation to Services under this MOU. This MOU is not intended to and shall not be deemed to bring into existence a relationship of principal and agent between the Company and the DTU.

5.2 Confidentiality

DTU and its employees/Associates shall treat the terms and conditions of this indenture as strictly confidential and shall hold all information, data, material, instructions, communications, or, whether received in writing or oral form, from SIEL by DTU. The breach of this clause shall be construed as a material breach and SIEL may terminate this MOU forthwith in case of breach on the part of DTU. The Parties also agree:

- (i) to maintain and use the confidential information only for the purposes of this MOU and only as permitted herein;
- to only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- (iii) to restrict access and disclosure of confidential information to such of their employees and agents on a "need to know" basis, and upon the execution of a written undertaking from such employees and agents to maintain confidentiality of the confidential information disclosed to them;
- (iv) The Parties hereby agree to maintain the confidentiality of the Confidential Information for a period of five (5) years from the date of receipt and three (3) years from the date of such termination, whichever is later.
- (v) **DTU** agrees that any of SIEL's technical or business information that **DTU**'s employees, associates or agents acquire while on **SIEL's** premises, or through access to SIEL's computer systems or databases while on or off SIEL premises, shall be deemed Confidential information.



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(vi) All information provided by SIEL to DTU shall, at all times, remain the sole and exclusive property of SIEL. Upon termination/expiry of this MOU, confidential information shall be returned to SIEL or destroyed in accordance with the instructions of SIEL and evidence of such destruction provided to SIEL to its reasonable satisfaction. SIEL may at its sole option, witness the destruction.

5.3 Force Majeure

Upon the happening of a Force Majeure event preventing either Party from performing its respective obligations hereunder, the affected Parties obligation to perform such obligations shall be suspended during the period affected by Force Majeure. The Party suffering such event will promptly notify the other Party in writing and if the period of suspension lasts for longer than thirty (30) Days, then the either Party may decide at any time thereafter to terminate all or any part of this MOU.

5.4 Notices

The addresses and other information for service of notices to the Parties are as under

IF TO SIEL:

Samsung India Electronics Pvt. Ltd. 2nd, 3rd & 4th Floor, Tower C, Vipul Tech Square, Sector 43, Golf Course Road, Gurgaon, Haryana - 122009

IF TO DTU:

DELHI Technological UNIVERSITY [Formerly DELHI COLLEGE of ENGINEERING],

Shahbad, Daulatpur, Bawana Road Delhi-110042

- (i) Any changes in the above particulars of a Party shall be conveyed to the other Party in writing without delay.
- (ii) Any notices sent under this MOU must be in writing and may be served by personal delivery with due acknowledgment or by registered post at the address given above or at such other Indian address as the relevant Party may give for the purpose of service of notices under this MOU.



5.5 Severability

If any section, paragraph or clause in this MOU shall be held to be invalid or unenforceable in any jurisdiction, in which this MOU is being performed, then the meaning of such section, paragraph or clause shall be so constructed so as to save such section, paragraph or clause it shall be severed from the MOU. If such paragraph or clause is considered an essential element of this MOU, the parties shall promptly negotiate a replacement thereof. In the event the parties are unable to agree upon the replacement within thirty (30) days of the final rendering such terms invalid or unenforceable, SIEL may terminate this MOU upon ninety (90) days written notice.

5.6 Entire MOU

This MOU and documents attached herewith constitute the entire understanding between the Parties with respect to the subject matter hereof. No changes, amendments, modifications or waiver of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by duly authorised representatives of both parties hereto.

IN WITNESS WHEREOF the Parties have executed these presents on the day and year herein above written.

For Samsung India Electronics Pvt. Ltd.	For Delhi Technological University	
RELECTRON CONTROL OF THE PROPERTY OF THE PROPE	Vice Chancellor Delbi Technological Univers (Estd. By Govt. of N.C.T. of Control of Shahbad Daulatpur, Bawans I	
E.K. SEO	Prof. P.B Sharma Delbi-118042	
Chief Financial Officer	Vice Chancellor	

WITNESSES

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2. (STEZ)



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: SAMSUNG INDIA ELECTRONICS PVT LTD

: Article 5 General Agreement

: Not Applicable

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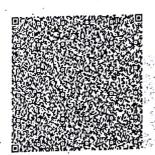
SAMSUNG INDIA ELECTRONICS PVT LTD

: Not Applicable

: SAMSUNG INDIA ELECTRONICS PVT LTD

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(Fifty only)



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This e-stamp is an integral part of the Memorandum of Understanding dated 18th December 2014 between M/s Samsung India Electronics Pvt. Ltd. and Delhi Technological University.



<u> Memorandum of Understanding</u>

This MOU is entered into on this 18th day of December, 2014

Between

M/s Samsung India Electronics Pvt. Ltd., a Company registered under the companies Act, 1956 having its Registered office at Suites No.101-103, First Floor, Copia Corporate Suites, Plot No.9, Jasola District Center, New Delhi-110025 through its authorized signatory Mr. Jeonghwan Lee, General Manager (Research & Development Division), hereinafter referred to as "SIEL" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, and assigns of the One part;

And

DELHI Technological [Formerly University, ENGINEERING] an University established under Govt. of Delhi, Act 6, of 2009 having its office at Shahbad, Daulatpur, Bawana Road, Delhi-110042, INDIA through its authorized signatory Prof. O.P. Verma., Dean(Continuing Education) hereinafter referred to as "DTU", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the OTHER PART;

Hereinafter SIEL and the DTU shall singularly be referred to as "Party" and collectively as "Parties".

Whereas SIEL and DTU are desirous of setting up a framework for Knowledge-Sharing/Tutorials, Company-Sponsored Higher Education Programs, Internship for Students, Joint Research Projects etc.

NOW THIS MOU WITNESSETH AS UNDER:

1. SCOPE OF MOU

- 1.1 Cooperation in Knowledge Sharing through In-house tutorials, workshops conducted by DTU for employees of SIEL.
- 1.2 SIEL sponsored doctoral and post graduate program at DTU for employees of SIEL.
- 1.3 Internship for the students of DTU in SIEL.





1.4 Joint Research projects.

2. SALIENT FEATURES of the Understanding

- 2.1 DTU shall conduct classes for M.Tech. & Ph.D. students of SIEL.
 - 2.1.1 Frequency of classes: At least twelve (12) per semester per Subject (can be more depending upon the course requirement)
 - 2.1.2 Duration of each Class: 3 Hrs. & Lab Class- 2 hrs.(approx.)
 - 2.1.3 Fees & Per Visit Charges: As mentioned in Clause 2 of this MoU, as may be mutually amended by Parties in writing.
 - 2.1.4 Curriculum for Tutorials: to be finalized after discussions between DTU and the technical team from SIEL.
- 2.2 DTU shall provide 2 seats per year for employees of SIEL for Ph.D. Program.
 - 2.2.1 Eligibility Criteria:
 - As per DTU Ordinance issued from time to time.
 - -All the eligible employees will be required to pass through the admission process as followed by other Ph.D. candidates at DTU.
 - 2.2.2 Fees:

Fee for Ph.D. program will be charged from the participants as is applicable to other Ph.D. students of DTU from time to time. DTU shall every year intimate SIEL in advance in writing regarding the fee amount.

- 2.2.3 Duration of the course:As per DTU ordinance issued from time to time.
- 2.2.4 In case any employee undergoing the above mentioned Ph.D. program leaves the services of SIEL, he / she may continue with the said Ph.D. Program at the discretion of DTU. However, in such case SIEL shall not be liable to pay / sponsor any fees and DTU shall be responsible to take fees directly from such employee.



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2.3. DTU shall provide customized M.Tech. program for SIEL employees. Classes for the same would be conducted on weekends. Approximately Twenty (20) participants shall be provided by SIEL per year.

2.3.1 Eligibility Criteria:

B.Tech./B.E. Degree in Computer Engineering / Software Engineering / Information Technology / Electronics & Communication / Electrical & Electronics Engineering /Electrical Engineering/Instrumentation & Control Engineering or M.C.A /M. Sc (CS/IT)(with Mathematics at B.Sc./B.C.A level) with minimum Cumulative Grade Point Average (CGPA) of 6.75 on 10 point scale or 60% marks in aggregate from a recognized university or any other examination recognized by DTU equivalent thereto.

2.3.2 Fees:

Fees for M.Tech. Course will be Rs. 1, 70, 000 (Rupees One Lac Seventy Thousand Only) per annum. In addition to this refundable security deposit of Rs. 5000 will be charged only once at the time of admission. This fee structure will be applicable for all upcoming batches in the next three years (2014 onwards). SIEL shall sponsor the selected employees.

- 2.3.3 Duration of the course: 3 Years
- 2.3.4 In case any employee undergoing the above mentioned M.Tech. Program leaves the services of SIEL before completion of 5th semester, he / she shall not be entitled continue with the said M.Tech. Program and SIEL shall not be liable to pay / sponsor any fees for such employee.
- 2.4 DTU shall explore opportunity to provide SIEL a higher status as a Company in its Recruitment process.
- 2.5 SIEL will recruit minimum 5 Interns per year from DTU for 6 weeks as a special case, subject to fulfilment of below mentioned eligibility criteria. The students will be exposed to live projects of SIEL.
 - 2.5.1 Eligibility Criteria:
 -The student must have completed 3rd Year.

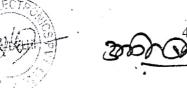


-The student must qualify the GSAT (Global Samsung Aptitude Test) and the Technical test and/or any other internal test as may be conducted by SIEL to recruit Interns.

2.5.2 Stipend:

- As mutually agreed between the Parties in writing and may be reviewed year on year.

- 2.6 SIEL may conduct up to 10 lectures for students of DTU to give them an Industrial perspective in DTU campus. Senior employees of SIEL will take these lectures in DTU campus free of cost.
- 2.7 SIEL may explore opportunity for joint project with DTU in the areas of Computer Engineering, Electronics & Communications, Information Technology and Software Engineering. A meeting shall be organized by SIEL with the senior DTU faculty to identify the project. The scope of the project shall be decided after identification of the project.
- 2.8 For every year during the term of the MoU, SIEL shall provide one sponsorship of upto Rs. 2,50,000/- (Rupees Two lacs and fifty thousand only) for Technical festival events to be conducted by DTU in its premises.
- 2.9 For every year during the term of the MoU, SIEL shall sponsor six (06) Ph.D. fellowships, two (02) each for Department of Electronics and Communications, Computer Engineering and Information Technology at DTU for the benefit of DTU's students. The process for this facilitation shall be mutually agreed upon in writing between the Parties. Admission process of above will be as per the DTU norms and will be conducted at DTU.
- 2.10 SIEL shall provide travelling allowance/visiting charges to the faculty (Rs. 4,000/- per visit) and lab assistants (Rs. 2,000/- per visit) of DTU who would be visiting the premises of SIEL.
- 2.11 SIEL shall conduct lectures through its senior employees/guests at DTU to build a knowledge sharing relationship, as per the schedule mutually agreed between the Parties. The material of such lectures shall be finalised by SIEL and SIEL will not disclose any information which is confidential or proprietary to SIEL.
- 2.12 SIEL shall provide infrastructure for conducting the classes at SIEL premises.





- 2.13 Some theory/lab/eeminar or project classes in each semester will be held at DTU campus, on mutual concent between both the parties.
- 2.14 Any patent or intellectual property right developed/invented or created by any employee or intern of SIEL during his/her Ph.D. and M.Tech. course under this MoU or internship at SIEL shall be owned jointly by DTU & SIEL.

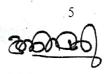
3. TERM & TERMINATION

- 3.1 This MOU will initially be valid for a period of 3 (three) years from 18th December 2014 (the Effective Date) and the same can be extended on such other terms and conditions that may be mutually agreed upon in writing between the Parties.
- 3.2 Either party may terminate this MOU at any time without cause upon giving not less than Thirty (30) days prior written notice in that behalf.
- 3:3 The termination of this MOU shall be without prejudice to the rights and remedies of either Party which may have accrued upto the date of termination.
- Any termination of this MOU (for whatever reason) shall not affect the coming into force or the continuance in force of any provision of this MOU which is expressly or by implication intended to come into or continue in force on or after such termination. Particularly, DTU shall be bound to complete the entire M. Tech and Ph. D program for all SIEL employees who got enrolled in the program upto the date of expiry or termination or upto the end of the program.

4. DISPUTE RESOLUTION & JURISDICTION

- All disputes and differences of any kind whatsoever, any claim, cross-claim, counter claim or set-off regarding any right, liability, act, omission on account of any of the Parties hereto arising out of or in relation to this MOU or any matter incidental thereto shall be referred to sole arbitration of an arbitrator mutually agreed upon and appointed by SIEL and DTU. The arbitration proceedings shall be in accordance with Arbitration and Conciliation Act, 1996.
- 4.2 It is hereby expressly agreed that the powers of the Arbitrator appointed in the matter shall include the power to make interim order/awards as the circumstances of the case may justify, to





obligations shall be suspended during the period affected by Force Majeure. The Party suffering such event will promptly notify the other Party in writing and if the period of suspension lasts for longer than thirty (30) Days, then the either Party may decide at any time thereafter to terminate all or any part of this MOU.

5.4 Notices

The addresses and other information for service of notices to the Parties are as under

IF TO SIEL:

Samsung India Electronics Pvt. Ltd.
Ground to 10th Floor, Tower D and 7th to 10th Floor Tower C,
Logix Cyber Park, C-28&29
Sector – 62, Noida -201301
Uttar Pradesh

IF TO DTU:

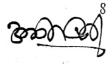
DELHI Technological UNIVERSITY
[Formerly DELHI COLLEGE of ENGINEERING],
Shahbad, Daulatpur,
Bawana Road
Delhi-110042

- (i) Any changes in the above particulars of a Party shall be conveyed to the other Party in writing without delay.
- (ii) Any notices sent under this MOU must be in writing and may be served by personal delivery with due acknowledgment or by registered post at the address given above or at such other Indian address as the relevant Party may give for the purpose of service of notices under this MOU.

5.5 Assignment

Either Party shall not assign or subcontract its rights or obligations under this MOU or any part thereof without the prior written consent of the other party. Either Party shall be responsible for the acts, defaults and neglect of any assignee or any subcontractor performing any part or parts of the Services and also for the acts, defaults and neglect of the servants, agents, workmen and subcontractors of the assignee or subcontractor as if the said acts, defaults, and neglect were those of either Party.





5.6 Continuing Obligation

Unless and until this MOU expires or is lawfully terminated pursuant to any other provision of this MOU, both Parties shall continue to perform their respective obligations under this MOU.

5.7 Indemnification

DTU undertakes to indemnify, defend, compensate and hold harmless SIEL from and against any and all third party claims, damages, demands, liabilities, costs and expenses, arising by reason of any:

- (i) Breach of maintaining confidentiality or infringement of any intellectual property rights or any provision of the MoU by DTU.
- (ii) Failure or non-compliance or negligence to comply with the applicable laws, rules or regulations by DTU.
- (iii) Negligent or willful acts or omissions of DTU resulting in bodily injury or death to any person or loss or damage to any property (tangible or intangible).

It is hereby warranted that DTU shall include its employees, directors, representatives, associates or agents or persons with whom it has contracted or dealt with in any way in connection with its performance hereunder.

5.8 Severability

If any section, paragraph or clause in this MOU shall be held to be invalid or unenforceable in any jurisdiction, in which this MOU is being performed, then the meaning of such section, paragraph or clause shall be so constructed so as to render it enforceable to the extent feasible and if not feasible interpretation would save such section, paragraph or clause it shall be severed from the MOU. If such paragraph or clause is considered an essential element of this MOU, the parties shall promptly negotiate a replacement thereof. In the event the parties are unable to agree upon the replacement within 30 (thirty) days of the final rendering such terms invalid or unenforceable, SIEL may terminate this MOU upon 90 (ninety) days written notice.



5.9 Entire Agreement

This MOU and documents attached herewith constitute the entire understanding between the Parties with respect to the subject matter hereof. No changes, amendments, modifications or waiver of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by duly authorised representatives of both parties hereto.

IN WITNESS WHEREOF the Parties have executed these presents on the day and year herein above written.

For Samsung India Electronics Pvt.	For Delhi Technological University
Ltd.	
S (NEW DELHI) S	18/12/14
Jeonghwan Lee	Prof. O.P. Verma
Chief Financial Officer	Dean, Continuing Education
(Research & Development	
Division)	

WITNESSES

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GENERAL AGREEMENT FOR COLLABORATION By and Between Delhi Technological University And THE UNIVERSITY OF SOUTH FLORIDA

This General Agreement for Collaboration is entered into as of MAR 45 2015 (the Effective Date"), by and between The University of South Florida Board of Trustees, a public body corporate ("USF"), located in Tampa, Florida, United States of America, on behalf of its USF College of Engineering and Delhi Technological University, located in New Delhi, India.

RECOGNIZING the mutual interest in the fields of education, research, training and development and dissemination of knowledge and also

RECOGNIZING the importance of institutions of higher education's role in promoting international collaboration

THE PARTIES HEREBY agree to establish collaboration according to terms and conditions set out in the articles following hereunder.

ARTICLE I: SCOPE OF THE COLLABORATION

The purpose of this Agreement is to facilitate academic and research cooperation between the parties hereunder based upon the principles of mutual benefit and may include the following general cooperation areas:

General Areas of Collaboration

- 1.1 Joint educational and research activities.
- 1.2 Exchange of visiting scholars for the purpose of conducting research. The individual visitors will be responsible for the cost of such accommodation and for their own travel costs. If visiting scholars register in academic course(s) they will be required to pay the normal tuition fees to the
- 1.3 Discussion for the exchange of undergraduate and graduate students for collaborative or independent research based on the policies of both institutions.
- 1.4 Exchange scholarly information including research papers, indices to theses, books and magazines on relevant subjects and potential joint projects where possible and appropriate.
- 1.5 Extend invitations for attending scholarly meetings and national and international conferences.
- 1.6 Neither institution is responsible for any financial support under this Agreement. Individual scholars will make all arrangements by written agreement, which will be applicable to each particular situation.

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Prof. Pradeep Kumar Vice Chancellor Delhi Technological University

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ARTICLE II: THE AGREEMENT

2.1 At USF, this Agreement will be administered by USF College of Engineering, this Agreement will be administered by Delhi Technological University. (This Agreement may also involve other colleges or institutes by mutual consent, which may be added later by written addendum to this Agreement.

2.2 As specific projects in education or research are developed, each will require a separate written agreement which will set forth the terms and conditions of the project(s) including but not limited to intellectual property ownership and funding sources. These agreements must be approved and signed by appropriate administrators at each institution.

ARTICLE III: GENERAL TERMS

- 3.1 This Agreement does not permit the exchange of students at the undergraduate or graduate level.
- 3.2 This Agreement is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.
- 3.3 Nothing in this Agreement obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties.
- 3.4 The activities of this Agreement must be carried out in accordance with appropriate laws and regulations existing in each country and institution.
- 3.5 With regard to intellectual property, each institution will adhere to the intellectual property laws of its respective nation. Intellectual property developed during the visit of a faculty or student visitor will be governed by the rules of the host institution unless otherwise specified by an alternate agreement. In general, the two institutions shall jointly own jointly developed intellectual property resulting from clearly defined collaborative projects. Whenever one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary steps will be taken to protect the intellectual property received, to the extent permissible by law.

 3.6 Delhi Technological University may not use the name, logo or trademarks of the USF, nor of any of USF's employees, agents, or affiliates, in any advertising, promotional or sales literature, or other publicity, public announcement or suggestion of endorsement without the prior written approval of USF.

ARTICLE IV: DURATION

This Agreement may be modified only by mutual written consent. The Agreement will be in effect from the Effective Date for a period of five (5) years. It shall be renewed upon mutual written agreement. This Agreement may be terminated by either side at ninety (90) days written notice.

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Prof. Pradeep Kumar . . Vice Chancellor Delhi Technological University

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IN WITNESS WHEREOF, the parties hereto have executed two (2) copies of this instrument, each of which shall be considered an original.

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THE UNIVERSITY OF SOUTH FLORIDA BOARD OF	TRUSTE	ES, a p	ublic boay
corporate			
By: Robert Bishop			
Name:			
Title: Dean USF College of Engineering		·	

USF World

Final approval for the University of South Florida Board of Trustees, a public body corporate

FOR [NAME OF PARTNER INSTITUTION]

Name: PRADEEP KUMAR
Title: Vice Chancellor

By July Alumni & Intunational Affairs.

By: Name: Col Newry Suri
Title: Registrar

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UNIVERSITY and LOCKHEED MARTIN CORPORATION CORPORATE UNIVERSITY RESEARCH AGREEMENT

For research entitled Roll-on / Roll-off Design Challenge

This Corporate University Research Agreement (the "Agreement") is entered into this 19bday of January, 2015 (the "Effective Date"), by Lockheed Martin Corporation ("LMC"), a Maryland Corporation with a principal place of business at 6801 Rockledge Drive, Bethesda, Maryland 20817, and Delhi Technological University. having its office at Shahbad Daulatpur, Main Bawana Road, Delhi-42, India ("UNIVERSITY"). LMC and UNIVERSITY shall be known as a "Party" individually and as the "Parties" jointly throughout this Agreement.

1. OBJECT

The object of this Agreement shall be to support research project(s) as generally described in EXHIBIT A and as specifically performed by UNIVERSITY's Principal Investigator, students and staff. The Individual Project Agreement attached hereto as EXHIBIT B (hereinafter the "Project"). As used in this Agreement, the term "Researchers" shall include all persons who perform any research activities on a Project, including, but not limited to, professors and staff of the UNIVERSITY, any other faculty member of the UNIVERSITY assisting on a Project, any graduate or undergraduate students assisting on a Project, and any other person not previously mentioned who acts as an agent for any of the previously named persons in performing research activities on a Project.

2. CONDUCT OF PROJECT

A research Project shall be the responsibility of the UNIVERSITY and shall be conducted under the direction of the Principal Investigator in accordance with the research policies, procedures and practices of the UNIVERSITY. Contact Information for each is as follows:

Lockheed Martin Corporation Prakash Sesha Senior Manager CETO 6801, Rockledge Blvd Bethesda, MD 20817 USA

Ph: +1-301-214-3242

Email: prakash.m.sesha@lmco.com

University

Prof. N. S. Raghava or Prof. D.S. Nagesh ECE / ME EngineeringDepartment, Delhi Technological University, Delhi - 42, India.
Ph: +91-9711724842 or +91-9213728762 Email: nsraghava@dce.ac.in or

dsnagesh@dcc.edu

LMC's technical contact shall confer with the Principal Investigator at reasonable times and at reasonable length to discuss the direction and progress of the Project until its completion.

Neither Principal Investigator nor UNIVERSITY shall subcontract or otherwise provide any

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UNIVERSITY and LOCKHEED MARTIN CORPORATION CORPORATE UNIVERSITY RESEARCH AGREEMENT

work under this Agreement to any person or any entity who is not a faculty member, employee or student of UNIVERSITY without the prior, written agreement of LMC.

3. STAFFING

- a. To carry out a Project, UNIVERSITY will provide and use its own personnel, who are considered employees or students of the UNIVERSITY. All salary and wage payments to such personnel will be at rates consistent with their UNIVERSITY salaries as determined by the UNIVERSITY.
- b. If for some reason the UNIVERSITY's Principal Investigator is unable to continue to serve in this capacity and a successor acceptable to both parties is not available, the Individual Project Agreement may be terminated by LMC as provided herein.
- c. UNIVERSITY warrants that it is and shall remain free of any obligation or restriction which would interfere with or be inconsistent with UNIVERSITY's performance of, and ability to perform a Project in accordance with this Agreement.
- d. UNIVERSITY shall ensure that each employee, student and/or agent working on a Project shall sign EXHIBIT C ACKNOWLEDGEMENT OF OBLIGATIONS, attached to the Individual Project Agreement.
- e. UNIVERSITY shall ensure than any person who shall work on, be associated with or be informed of the results of a Project or have any access to any LMC Proprietary Information provided under this Agreement shall comply with the provisions of Section 11 of this Agreement. Export Control of Information.

4. REPORTS

UNIVERSITY will submit to LMC written technical progress reports as specified in Exhibit B. As a minimum, one final report for a Project shall be submitted, in UNIVERSITY's format, no later than 60 days following completion of the effort described in Exhibit B. LMC's technical contact and the Principal Investigator shall mutually agree upon the content and level of detail of any such reports.

5. FUNDS

- a. LMC agrees to pay UNIVERSITY the amount set forth in in Exhibit B. The sum shall be payable in U. S. Dollars to the UNIVERSITY and sent to the name and address set forth in Article 2 above unless otherwise specified by UNIVERSITY.
- Only compensation that is allowable and not prohibited or subject to penalty under applicable laws, regulations, or administrative, contractual or tender requirements shall be due and payable by LMC. Any payments made to UNIVERSITY which are later disallowed, reduced, regulated, prohibited or declared unlawful, or that result in any penalty, shall be promptly returned by UNIVERSITY to COMPANY.

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UNIVERSITY and LOCKHEED MARTIN CORPORATION CORPORATE UNIVERSITY RESEARCH AGREEMENT

6. TERM OF AGREEMENT AND CHANGES

a. The term of this Agreement shall commence on the Effective Date and terminate on 31st December 2016, but may be shortened or extended by mutual agreement of the UNIVERSITY and LMC. The term of Individual Project Agreements shall be as set forth in Exhibit B. LMC may terminate this Agreement, or any Individual Project Agreement, at any time for default if University fails to comply with any terms of this Agreement, or any Individual Project Agreement, and such default has not been cured within thirty (30) days after receipt of written notice from LMC. In the absence of a UNIVERSITY default, either Party may terminate this Agreement, or an Individual Project Agreement by providing at least sixty (60) days prior written notice to the other Party; provided, however, such termination shall not affect the required fulfillment of the Parties' rights and obligations associated with a Project up to the termination date. In the event that any termination by either Party establishes a termination date on or prior to the next scheduled payment as set forth in Exhibit B, then notwithstanding any other provision of this Agreement, LMC shall have no obligation to make such payment to UNIVERSITY and the total amount of funding to be provided to the UNIVERSITY shall be limited to the amount of the first payment. In the event this Agreement or an Individual Project Agreement is terminated for any reason other than a UNIVERSITY default, the Parties commit to working together in good faith to ensure that there is either no or minimized disruption and that each Party continues to provide necessary administrative and managerial support to the ongoing funded Project until the earlier of the termination date or associated funding is exhausted. In the event of any termination, University shall only be compensated for work actually completed prior to the date of termination. In the event of any termination of this Agreement or an Individual Project Agreement, LMC shall be provided with all of the results for the research performed prior to the termination date in accordance with the STATEMENT OF WORK set forth in Exhibit B.

b. LMC may, by written notice, request changes to a Project. If such changes cause an increase or decrease in the cost of performance, an equitable adjustment shall be made. If the changes are unacceptable to UNIVERSITY, LMC and UNIVERSITY shall attempt to negotiate a mutually agreeable modification or, failing that, LMC may terminate the Agreement.

7. PUBLICATION

 UNIVERSITY shall have no right to publish LMC proprietary or confidential information (LMPI).

b) In the event UNIVERSITY desires to publish the works, data, information, inter-alia related to this Agreement, UNIVERSITY shall formally submit their request with the information in its final (to be published) form to LMC for approval. LMC has unilateral approval rights. Approval shall not be unreasonably withheld. LMC shall work with UNIVERSITY to modify the proposed publication in the event it requires modification in order for it to be approved for publication. LMC will endeavor to provide its approval or rejection within sixty (60) days after receiving the request. If LMC approval is provided, UNIVERSITY may publish said information.

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UNIVERSITY and LOCKHEED MARTIN CORPORATION CORPORATE UNIVERSITY RESEARCH AGREEMENT

Neither Party shall use the name of the other Party in any promotional materials or advertising without the prior express written permission of the other Party. However, UNIVERSITY shall be entitled to appropriately utilize such information for academic purpases.

8. INTELLECTUAL PROPERTY

LMC shall own all intellectual property; including without limitation any patentable or unpatentable inventions, technology, designs, concepts, ideas, works of authorship or expression, mask works, technical information, computer software, business information and other information conceived, developed or otherwise generated in the performance of this Agreement by or on behalf of UNIVERSITY (hereinafter "Project Intellectual

UNIVERSITY hereby assigns and agrees to assign all right, title, and interest in Project Intellectual Property to LMC, including without limitation all copyrights, patent rights and other intellectual property rights therein and further agrees to execute, at LMC's request

and expense, all documentation necessary to perfect title therein in LMC.

- UNIVERSITY shall maintain and disclose to LMC written records of, and otherwise provide LMC with full access to, the subject matter covered by this section 8 and that all such subject matter will be deemed information of LMC and subject to the protection provisions of section 9 Protection of Proprietary Information. UNIVERSITY shall assist LMC, at LMC's expense, in every reasonable way, in obtaining maintaining, and enforcing patent and other intellectual property protection on the subject matter covered by this section 8. The Parties agree that where any sole inventor or a co-inventor to an invention developed in the performance of this Agreement is a resident of India, written permission to file shall first be obtained from the Controller General of Patents in India under Section 39 of the Indian Patents Act in the event that any application for a Patent for such invention is sought to be first filed in any country outside India. The Parties also agree to comply with Section 39 of the Patents Act wherein, if an application for a Patent has first been filed in India, an application for a Patent in respect of the same invention outside India shall be made not less than six weeks after the said application was first filed in India.
- LMC hereby grants UNIVERSITY a non-exclusive, royalty-free, paid-up license to make, have made (including to sublicense), use, sell, offer for sale, reproduce, make derivative works from, distribute and otherwise practice Project Intellectual Property for UNIVERSITY's internal research and development and for commercialization in India.
- 8.2 UNIVERSITY warrants that any intellectual property delivered under this Agreement will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any forcign country. UNIVERSITY agrees to defend, indemnify, and hold harmless LMC and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any action by a third party that is based upon a claim that LMC or its customers violate the intellectual property rights of any person or third party.

UNIVERSITY and LOCKHEED MARTIN CORPORATION CORPORATE UNIVERSITY RESEARCH AGREEMENT

- 8.3 To the extent that any pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials are used, included, or contained in the intellectual property or deliverable items and not owned by LMC pursuant to this or a previous agreement with UNIVERSITY, UNIVERSITY grants to LMC an irrevocable, nonexclusive, world-wide, royalty-free license to: (i) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon, such pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials and derivative works thereof; and (ii) authorize others to do any, some or all of the foregoing.
- 8.4 All reports, memoranda or other materials in written form, including machine readable form, prepared by UNIVERSITY pursuant to this Agreement and furnished to LMC by UNIVERSITY hereunder shall become the sole property of LMC.
- 8.5 UNIVERSITY shall have, for its own internal research and development efforts only, a personal nontransferable royalty-free nonexclusive license to the intellectual property and documentation that will be created from this Project.
- 8.6 Except as specifically provided above, nothing contained in this Agreement shall be deemed to grant either directly or by implication, estoppel, or otherwise, any license under any existing rights of Intellectual Property owned by either Party, their employees, and/or their agents.

9. PROTECTION OF PROPRIETARY INFORMATION

a) LMC and UNIVERSITY shall protect all proprietary information in accordance with the provisions of the Non-Disclosure Agreement attached to this Agreement as EXHIBIT D.

b) UNIVERSITY shall not obtain on LMC's behalf or provide to LMC any information which is not legally available or which is sensitive, proprietary or classified where there is reason to believe that possession of such information is unauthorized, illegal or unethical.

10. ADVERTISING

The name of either Party to the Agreement will not be used by the other in any advertising, publicity or news media releases related to the research Program without the prior written consent of the other Party.

11. EXPORT CONTROL OF INFORMATION

UNIVERSITY acknowledges that the Lockheed Martin provided information and subsequent derived information from such disclosed hereunder may be subject to export control, and that compliance with appropriate U.S. Government regulations (e.g. International Traffic in Arms Regulations (ITAR) from the Department of State, the Export Administration Regulations (EAR) from the Department of Commerce, etc.) may be necessary to obtain required approvals

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UNIVERSITY and LOCKHEED MARTIN CORPORATION CORPORATE UNIVERSITY RESEARCH AGREEMENT

from one or both of these agencies before disclosing Proprietary Information to foreign persons, businesses or governments. UNIVERSITY agrees to comply with all applicable U.S. export control laws and regulations, specifically the requirements of ITAR, 22 CFR 120 et seq., and the Export Administration Act, 50 U.S. Code App. 2401 et seq.; including the requirement for obtaining any export license, if applicable. Without limiting the foregoing UNIVERSITY agrees that it will not transfer any export controlled item, data or services, to include transfer to foreign persons employed by or associated with, or under contract to UNIVERSITY, without the authority of any export license or applicable license exemption. LMC's license application will need to identify all of the nationalities of participants (place of birth is considered part of nationality for the ITAR).

The United States Government's current policy is a presumption of denial for participants from 22 U.S.C §126.1 nationalities to include but not limited to Cote d'Ivoire, Democratic Republic of Congo, Eritrea, Iraq, Iran, Lebanon, Liberia, Libya, North Korea, Somalia, The Republic of the Sudan, Cuba, Syria, Afghanistan, Myanmar, Venezuela, Belarus, and China. LMC may request authorization, but may need personal data for each for 22 U.S.C §126.1 nationals participants to support the request to the United States Government. UNIVERSITY shall obtain the written consent of the LMC prior to submitting any request for authority to export any such Proprietary Information. The retransfer and re-export of data that UNIVERSITY receives from LMC to parties not included on the export license requires additional United States Government authorization. UNIVERSITY shall indemnify and hold LMC harmless from all claims, demands, damages, costs, fines, penalties, attorneys' fees and all other expenses arising from failure of UNIVERSITY to comply with this clause or applicable U.S. export control laws and regulations.

12. INDEPENDENT CONTRACTORS

a) UNIVERSITY and LMC agree that this Agreement does not form any corporation, partnership, joint venture or other legal entity or relationship between the parties other than that of a sponsored research effort as established pursuant to this agreement, and that UNIVERSITY and LMC shall be independent contractors for all purposes under this Agreement. Neither Party may act for or on behalf of the other Party in any way or bind the other Party to any obligation of any nature whatsoever without the express, prior written permission of the other Party.

b) UNIVERSITY shall comply with the laws, regulations and administrative requirements of the Government of India (except to the extent inconsistent with, or penalized under, United States law) and shall take no action which would subject LMC to penalties under United States or Indian laws, regulations or administrative

requirements.

c) UNIVERSITY, including any in-country agents and/or representatives in India, shall not make any improper payments or gifts or any offers or promises of payments or gifts of any kind, including, but not limited to facilitating or expediting payments, directly or indirectly, to any official or employee of any Indian government or any agency or instrumentality thereof.

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UNIVERSITY and LOCKHEED MARTIN CORPORATION CORPORATE UNIVERSITY RESEARCH AGREEMENT

d) UNIVERSITY shall not provide any improper hospitality (e.g., meals, gifts, entertainment, etc.) to any military or government official or employee or any customer on behalf of LMC or in connection with this Agreement without the prior written approval of LMC.

e) UNIVERSITY agrees to give prompt written notice in the event that, at any time during the term of this Agreement, UNIVERSITY has failed to comply with or has breached any of its obligations hereunder or any of the certifications hereunder become inaccurate. In the event UNIVERSITY has not so complied or has breached any of its obligations hereunder or any other certifications hereunder become inaccurate, this Agreement shall be null and void from the time of such non-compliance, breach or inaccuracy.

13. RELEASE OF LIABILITY

UNIVERSITY acknowledges and agrees that it is solely responsible for all activities of any nature whatsoever undertaken pursuant to, in furtherance of or in any way connected with a Project, and further acknowledges and agrees that it is solely responsible for any results of any such activities, including but not limited to any harm or damage of any kind to any persons or property that may arise from or in connection with a Project. UNIVERSITY hereby releases LMC, its officers, directors, employees, contractors, consultants and agents (hereinafter, the "indemnified parties") from any liabilities or damages of any kind that may arise in connection with a Project and agrees to indemnify and hold harmless the indemnified parties from any costs, liabilities or damages of any kind that may arise in connection with a Project, including but not limited to reasonable attorneys' fees and costs that may be incurred by the indemnified parties in responding to or defending any claims or actions that may allege that any of the indemnified parties are liable to any person or entity for any harms suffered by such person or entity in connection with a Project.

14. RESERVATION OF RIGHTS

Either Party's failure to enforce at any time or for any period any one or more of the terms of this Agreement shall not be a waiver of them or of the Party's right to enforce all terms and conditions of this Agreement or an Individual Project Agreement. If any provision of this Agreement or an Individual Project Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall remain in full force and effect.

15. DISPUTES

The Parties shall take good faith efforts to resolve any differences between them. If the Parties are unable to resolve any disputes, the issue shall be resolved by arbitration before three (3) arbitrators in London, England, in accordance with the Rules of the International Chamber of Commerce, International Court of Arbitration. Any such arbitration shall be conducted in the English language

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UNIVERSITY and LOCKHEED MARTIN CORPORATION CORPORATE UNIVERSITY RESEARCH AGREEMENT

16. NOTICE

Notices and communications hereunder shall be deemed made if given by registered or certified mail, postage prepaid and addressed to the Party to receive such notice or communication at the address given in Article 2 above, or such other address as may hereafter be designated by notice in writing.

17. SOLE AGREEMENT

This Agreement shall supersede all prior agreements and understandings between the Parties respecting the subject matter hereof. This Agreement may not be changed or terminated orally by or on behalf of either Party.

18. NON-WAIVER OF BREACH

The failure by a party to this Agreement to assert any or all of its rights upon any breach of this Agreement by the other shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment or service. No written waiver of any right shall extend to or affect any other right such party may possess, nor shall such written waiver extend to any subsequent similar or dissimilar breach.

19. SEVERABILITY: PARTIAL INVALIDITY

If any provision of this Agreement or the Individual Project Agreement, or the applicability of such provision, shall be held illegal or unenforceable, the remainder of the Agreement or Individual Project Agreement or the application of such provision to other parties and circumstances shall not be affected thereby.

20. ADDITIONAL PROVISIONS

- a. This Agreement shall be construed and governed in accordance with the laws of the United Kingdom, without giving effect to its conflict of law provisions.
- b. This Agreement, together with Exhibits A, B C, and D hereto, constitutes the entire understanding of LMC and UNIVERSITY relating to a Project and can only be modified in writing by duly authorized representatives of both Parties. In the event of a conflict or inconsistency between the terms of this Agreement and the Individual Project Agreement, the terms of the Individual Project Agreement shall take precedence.

IN WITNESS WHEREOF, LMC and UNIVERSITY have caused their duly authorized representatives to execute this Agreement on and as of the dates below written.

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UNIVERSITY and LOCKHEED MARTIN CORPORATION CORPORATE UNIVERSITY RESEARCH AGREEMENT

LOCKHEED MARTIN CORPORATION	DELHI TECHNOLOGICAD STATE		
<u>Localization</u>	By Williams		
Ву	CECLARIO DICE		
Name:	Name:		
Title:	Title:		
Bare in the second of the seco	Date 15 Jay 2015		

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UNIVERSITY and LOCKHEED MARTIN CORPORATION CORPORATE UNIVERSITY RESEARCH AGREEMENT

EXHIBIT A GENERAL STATEMENT OF RESEARCH



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UNIVERSITY and LOCKHEED MARTIN CORPORATION CORPORATE UNIVERSITY RESEARCH AGREEMENT

<u>EXHIBIT B</u> INDIVIDUAL PROJECT AGREEMENT

Roll-on/Roll-off Design Challenge Phase 2

- 1. Phase 2 comprises of the following activities:
 - a. High Level Design
 - b. Air-Worthiness / Safety of Flight Test Plan
 - c. Provide inputs to Local Industrial partner selection
 - d. Detailed Design Specification Development
- The UNIVERSITY team shall further refine the concepts presented during the initial concept presentation (Phase 1) and take into account feedback provided by LMC and the stake holders.
- 3. The UNIVERSITY team's design shall be compliant with the Statement of Work attached in Exhibit A. Further, the team should focus on developing primarily a Roll On/Roll Off (RO/RO) capability. Airdrop may be considered by the team as an option, but the primary mode of operation shall be RO/RO after landing at an air strip. Airdrop adds a great deal of complexity to the design. Should a team consider it, it may be viewed favorably for down select to Phase 3 if the team's design and analysis are complete.
 - 4. The UNIVERSITY team shall use Airworthiness Certification Criteria (MIL-HDBK-516B) as guidance (the document is available publicly for example: http://everyspec.com/MIL-HDBK/MIL-HDBK-0500-0599/MIL-HDBK-516B-CHANGE-1_102171). The team shall also investigate if any additional guidance is required from the Center for Military Airworthiness & Certification (CEMILAC), Bangalore for Indian specific certification requirements.
 - 5. The term of Phase 2 will be from January 2015 through December 2015. The UNIVERSITY team shall support the following major reviews:
 - a. Revised concept presentations & Visit to Hindon / ADRDE Agra Feb 4th/5th 2015
 - . b. Mid-year deep dive at the universities: Week of June 22nd 2015

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UNIVERSITY and LOCKHEED MARTIN CORPORATION CORPORATE UNIVERSITY RESEARCH AGREEMENT

- c. End of Phase 2 Review Oct 19th/20th 2015
- 6. The UNIVERSITY team shall manage their own budget and take care of all . travel/logistics to attend major reviews.
- 7. Phase 2 deliverables include:
 - a. Market Analysis for the proposed Module(s)
 - b. High-level and detailed design specifications for the proposed Module(s)
 - c. Models developed to support detail design specifications
 - d. Air-Worthiness / Safety of Flight Test plan (initial-draft)
 - e. Phase 3 proposal (including cost and schedule) to develop a prototype of proposed Module(s)
- 8. The UNIVERSITY team shall submit monthly progress report to LMC. The team shall also support a 1-hour status call every month. The status report shall be delivered one week before the status call.
- 9. The UNIVERSITY team shall coordinate all engagements with stake holders and potential stake holders through LMC.
- 10. LMC agrees to pay UNIVERSITY US\$25,000 for performance of Phase 2.



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UNIVERSITY and LOCKHEED MARTIN CORPORATION CORPORATE UNIVERSITY RESEARCH AGREEMENT

EXHIBIT C ACKNOWLEDGEMENT OF OBLIGATIONS Schedule 3 to Individual Research Agreement

(To be signed by each person associated with the University working on a Project)

	d conditions contained in the University Research
Agreement dated	but not limited to the terms governing Intellectua
Property. Protection of Froject funding be	ing provided by Lockheed Martin, I agree to abide
terms and conditions, as acknowledged t	ov my signature below.
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Signature	Date
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Dr. D.S. Nagesh Printed Name	Title or Position
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Monday	Date
Signature	Dak
Dr. N.S. Raghava	Associate Professor
Printed Name	Title or Position
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Anus Marie	15/01/15
Signature	Date
Ankur Shukla	Student
Printed Name	Title or Position
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Gallang	15/1/15
Signature	Date
Signature	
Gaurang Kuchhal	Student

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UNIVERSITY and LOCKHEED MARTIN CORPORATION CORPORATE UNIVERSITY RESEARCH AGREEMENT

Signature

16/1/15 Date

Aditya Prakash
Printed Name

Student Title or Position

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UNIVERSITY and LOCKHEED MARTIN CORPORATION CORPORATE UNIVERSITY RESEARCH AGREEMENT

EXHIBIT D PROPRIETARY INFORMATION AGREEMENT



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MEMORANDUM OF UNDERSTANDING (MOU)

between

DELHI TECHNOLOGICAL UNIVERSITY, DELHI

CHAOYANG UNIVERSITY OF TECHNOLOGY, TAIWAN

Delhi Technological University (DTU), Delhi, India and Chaoyang University of Technology (CYUT), Taiwan ROC with (CYUT), Taiwan, R.O.C., wishing to strengthen bilateral relation in academics, research and cultural exchange with a service of the control o cultural exchange with a view to strengthening the relationship and cooperation two organizations between two organizations, have agreed to sign this Memorandum of Understanding. The areas of cooperation shall include cooperation shall include any program initiated by either institution, which is desirable and feasible for the double. feasible for the development and strengthening of cooperative relationships between the two institutions. However, all programmes shall be subject to mutual consent and availability of funding. Such programmes shall include, but not limited to, the following:

- Consulation of curricula and training programmes,
- Exchange of scholars and students,
- Joint research programmes,
- Conferences and seminars,
- Jointly operating training programmes (degree level and non-degree business programmes)

Details of each specific cooperative programmes shall be further discussed and mutually agreed upon concretized in writing.

This MOU shall be effective upon exchange of signature by both institutions and remain valid for two years. It may be, however, renewed by mutual agreement expressed by a written document.

The MOU is made in English is two (2) copies, one of which is kept by each institution.

On behalf of Delhi Technological University

On behalf of Chaoyang University of Technology

Vice Chancellor, DTU, Delhi

Date: 7.5.15

Prof. Dr. Chin Chung-Jen

President

Prof. Pradeep Kumar Vice Chancellor **Delhi Technological University**

Lionis Manel Prof. H. C. Taneja

Deen (Alumni & International Affairs)

Detail Technological Convending

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Delay-110012 (indis)

Memorandum of Understanding

This Memorandum of Understanding ("MOU"), which shall include any Annexures hereto or any letters exchanged under this arrangement, is executed at MVMBAI on the O4 day of JAN 2016, ("Effective Date") between:

ICICI Bank Limited, a company incorporated under the Indian Companies Act, 1956 and a banking company within the meaning of Banking Regulation Act, 1949 and having its Registered Office at Landmark, Race Course Circle, Vadodara 390 007, India and having its corporate office at ICICI Bank Towers, Bandra-Kurla Complex, Mumbai -400051 (hereinafter referred to as "ICICI BANK" which expression shall, unless it be repugnant to or inconsistent with the context thereof, mean and include its successors and its assigns) of the first part;

AND

DELHI TECHNOLOGICAL UNIVERSITY situated at DELHI (hereinafter referred to as the "Institution" which expression shall, unless it be repugnant to or inconsistent with the context thereof, mean and include its permitted successors and its permitted assigns) of the second part.

The Institute and ICICI Bank are hereinafter collectively referred to as "Parties" and individually as a "Party".

1. WHEREAS

- 1.1. ICICI Bank has initiated a program which it intends to be a platform to encourage and promote talent in premier educational institutions with a view to bring forth new ideas and innovations which can be applied in the banking/finance industry and to help in their commercialization.
- 1.2. Whereas the Institute is interested in being a part of this program for the benefit of the Institute and its students.
- 1.3. Whereas both the Parties are mutually agreeable to enter into this MOU upon it terms as agreed herein.

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2. DEFINITIONS

- 2.1. "Affiliate of ICICI Bank" shall mean and include:
 - i. any company which is the holding company or subsidiary of ICICI Bank, or
 - ii. any person uncer the control of or under common control with ICICI Bank, or
 - iii. any person, in more than 26% of the voting securities of which ICICI Bank has a direct or beneficial interest or control.

For the purpose of this definition, "control" together with grammatical variations when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "Person" means a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.

- 2.2. "Program" means the ICICI Trinity program initiated by ICICI Bank which it intends to be a platform to encourage and promote talent in premier educational institutions with a view to bring forth new ideas and innovations which can be applied in the banking/finance industry and to help in their commercialization.
- 2.3. "Applicable laws" means the laws of India and all the statutes, rules, regulations, or increes, note is all or principles and policies notified or promulgated per cantered in concernor time.
- 2.4. "Team" means a group of not more than 5 students pursuing a full time course offered by the institute excluding any students pursuing such course through distance learning. One student may also constitute a Team. The participating students should be in the final year or penultimate year of the course; however, the same shall not be applicable to students pursuing PhD. A company, partnership, limited liability partnership or sole proprietorship availing the facilities of incubation cell or similar facilities of an Institute may also form a Team provided that in case of a partnership or limited liability partnership all the partners should individually register for the Program.
- 2.5. "Mentor" means a sch member of the faculty who the Team may, in consultation with the respective Institute, designate / select to guide the Team with respect to the Program or any particular term / stage of the Program.
- 2.6. "Intellectual Property" shall mean and include any right, title or interest whatsoever in, to or over any of the trademarks, patents, service marks, designs, logos, copyrights, (whether registered or unregistered), including the right to file for registration and as more specifically defined under clause 7.
 - 2.7. "Intellectual Property Rights" means all the rights over Intellectual Property.

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3. REPRESENTATIONS AND WARRANTIES BY ICICI BANK

- 3.1. All the information provided by ICICI Bank to the Institute are true and accurate in all material respects, are not misleading and does not omit any material fact, the omission of which would make any fact or statement therein misleading and the other representations and warranties wherever provided by ICICI Bank to the Institute shall be deemed to form part of the representations and warranties herein made.
- 3.2. ICICI Bank has obtained all necessary approvals, registrations and certifications required from relevant authorities and internally for the purposes of organizing the Program and for fulfilling its obligations as set out in this MOU.
- 3.3. ICICI Bank shall ensure that such approvals, registrations and certifications will remain in force, including by taking prompt steps for renewal of the same.
- 3.4. ICICI Bank is in compliance with and shall continue to comply with all Applicable Laws which govern it from time to time with respect to this MOU.

4. REPRESENTATIONS AND WARRANTIES BY THE INSTITUTE

- 4.1. All the information provided by the Institute to ICICI Bank are true and accurate in all material respects, are not misleading and does not omit any material fact, the omission of which would make any fact or statement therein misleading and the other representations and warranties wherever provided by the Institute to ICICI Bank shall be deemed to form part of the representations and warranties herein made.
- 4.2. The Institute has obtained all necessary approvals, registrations and certifications required from relevant authorities and internally for the purposes of being involved in the Program and for fulfilling its obligations as set out in this MOU.
- 4.3. The Institute shall ensure that such approvals, registrations and certifications will remain in force, including by taking prompt steps for renewal of the same.
- 4.4. The Institute is in compliance with and shall continue to comply with all Applicable Laws, which govern it from time to time with respect to this MOU.

5. RIGHTS AND OBLIGATIONS OF ICICI BANK

5.1. ICICI Bank shall decide the areas of invention / innovation which it wants to cover under the Program, the various stages under the Program, the date / period of each stage, the jury for each stage and the selection criteria of projects / ideas / concept notes / prototypes submitted under the Program. The decision of ICICI Bank in this regard shall be final and binding.

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- 5.2. ICICI Bank shall have sole discretion to determine eligibility criteria for participating in the Program as well as to select the participating teams for the Program.
- 5.3. ICICI Bank reserves the sole and absolute right to invite registrations for the Program from interested participants other than students of the Institute. Such interested participants can be students of other participating institutes as well as third parties.
- 5.4. The jury appointed by ICICI Bank shall make recommendations to ICICI Bank, as regards projects / ideas / concept notes, submitted under this Program, for which they would like the respective Team/s submitting such projects/ideas/concept notes to develop a prototype, as may be applicable in each case. ICICI Bank / the jury reserves the right to ask for a detailed report and conduct discussions and interviews with the Team for this purpose.
- 5.5. ICICI Bank shall, in discussion with the Team/s selected for the prototype development stage, decide the time period within which the concerned Team/s shall be required to develop the prototype. ICICI Bank shall, at its sole discretion, fund the development of the prototype as per the estimates agreed with the respective Team/s. In the event that the qualifying Team withdraws from the Program at this stage, ICICI Bank shall have sole discretion to assign development of the prototype to another Team from the same Institute in place of the withdrawing Team and/or to some other Team of a different participating institute and/or any third party in its sole and absolute discretion.
- 5.6. Upon successful completion of the prototype and submission of the detailed prototype development report by the Team within the set timelines, the jury appointed by ICICI Bank shall recommend the teams who have qualified for the next stage of the Program. Prior to final selection, the Team/s may be asked to travel to Mumbai/other specified location to give a presentation with respect to their prototype submitted. In such cases ICICI Bank shall organize for or cover the expenses of travel, lodging and food of the Team members only, including supervisory faculty and/or mentor.
- 5.7. ICICI Bank shall provide / make available such awards / benefits to the Team/s and their respective Institutes that are declared winners of the various stages in the Program, as it may deem fit in its sole and absolute discretion.
- 5.8. ICICI Bank may in its sole and absolute discretion decide which of the prototypes it would want to be commercialized. In such case ICICI Bank shall grant the right of first refusal to the concerned Team so that they may decide whether or not they would like to commercialize the prototype developed by them. ICICI Bank may also support the funding / arranging of funds for commercialization of the prototype, in its sole discretion. The commercialization phase may include incubation centers at the institute.
- 5.9. In the event the concerned Team is unwilling to commercialize the prototype then ICICI Bank shall have the sole discretion to assign the commercialization of

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the prototype to any other participating Team (whether of the same Institute or other participating institute) person / entity / organization / association.

- 5.10. While participating students may have Mentors to guide them through the various stages of Program, however ICICI Bank shall have no separate arrangement with such Mentor/s and it shall be the sole responsibility of the Institute to manage affairs between participating students and Mentors as regards the Program.
 - 5.11. ICICI Bank shall share with the Institute 50 % of any royalty that it may receive with respect to commercialization of any prototype generated by the Team/s / third party provided that the concept note based on which the prototype has been generated and commercialized has been submitted by the Team of that Institute. The Institute understands that ICICI Bank shall not be charging any royalty from the Team which commercializes its own concept notes and generates the prototype thereof.
 - 5.12. The complete ownership with respect to the ideas / concept notes /prototypes generated shall be solely and exclusively that of ICICI Bank and ICICI Bank shall have sole discretion to utilize/commercialize the prototypes so generated in the manner it deems fit. In the event a Team does not qualify for the second or the third stage or further stages of the Program then such Team can, within 60 days of being informed of the same, apply to ICICI Bank for issuing a no objection certificate which, when granted by ICICI Bank and subject to the terms stated therein, shall enable the Team to commercially or otherwise use the ideas / concept notes / prototypes generated by the Team. ICICI Bank shall within 90 days of receiving such application, either issue such a no objection certificate to the Team or induct the team back into the Program at the relevant stage. Issue of such a certificate by ICICI Bank shall in no way restrict or otherwise affect ICICI Bank's ownership with respect to the ideas / concept notes / prototypes generated.

6. RIGHTS AND OBLIGATIONS OF THE INSTITUTE

- 6.1. Institute shall assist ICICI Bank in promotion of the Program and registration by the interested students for the Program.
- 6.2. The Institute shall permit their Team/s to use the Institute's facilities and infrastructure for their participation in the Program.
- 6.3. The Institute may, in consultation with the respective Team, provide them with a Mentor who shall be a member of the Institute's faculty, to guide the team with respect to the Program.
- 6.4. Notwithstanding anything contained in this MOU, the Institute may, in its sole and absolute discretion, subject to Applicable Laws, utilize the royalty received by it under this MOU in the manner it deems fit.

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6.5. The Institute shall nominate a coordinator who will co-ordinate with the Bank for timely verifying the identities of Participants / users of incubation cell facilities from the Institute and such other activities as required by the Bank from time to time during the entire course of the program. ICICI Bank shall entirely depend on the verification done by the coordinator appointed by the Institute for this purpose and shall not be required to do any separate verification in this regard.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Unless otherwise agreed to in writing, ICICI Bank shall have exclusive ownership rights, for perpetuity in accordance with applicable laws, over all the submitted projects/ ideas/ concepts notes/prototypes generated under the Program ("Intellectual Property Rights"). The Institute understands that all above referred data/submissions made by the students under the Program could be used in future by the Bank for commercial/ non-commercial or any other purposes as permissible in its sole discretion and as it deems fit.

7.2. The Institute:

- 7.2.1. acknowledges and agrees that it does not and shall not, nor shall it be deemed to, acquire at any time hereafter nor shall it claim or assert any right, title or interest whatsoever in, to or over any of Intellectual Property including the ideas/concept notes/prototypes belonging to the ICICI Bank by the virtue of the rights granted to it under this MOU or through its use of such Intellectual Property;
- 7.2.2. agrees that it will not, at any time, do, or omit to do, anything which is likely to prejudice the ownership of ICICI Bank on such Intellectual Property Rights;
- 7.2.3. However, the ideas/ concept notes in which ICICI Bank has Intellectual Property Rights may be used by the Institute for academic purposes exclusively, after obtaining the prior written consent of ICICI Bank. The Institute shall not use such ideas/concept notes for any commercialization purposes, whatsoever.

8. RESOLUTION OF DISPUTES:

A. Resolution of Disputes involving Teams / Mentors:

8.1. Any dispute between the Team/s of the Institute and/or between the Teams and the Mentor with regard to any aspect of the Program including but not limited to claim over the title to any projects / ideas / concept notes submitted / prototypes generated under this Program shall be resolved by a committee appointed by the Parties in this regard.

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8.3. Any decision passed by the committee shall be final and binding in all respects on the Team/s of the Institute, and the Mentor where applicable. In the event any such decision is disputed by a Team or a Mentor, decision of ICICI Bank shall be final and binding.

B. Resolution of Disputes between the Parties

- 8.4. Any and all disputes between the Parties arising out of or in connection with this MOU or its performance (including the validity of this MOU) (each a "Dispute") shall, so far as is possible, be settled amicably between the Parties.
- 8.5. If after a period of thirty (30) Business Days from a Party notifying the other of the existence of a Dispute, the Parties have failed to reach an amicable settlement, each Party will designate a senior management personnel to meet in person to resolve the Dispute within an additional period of ten (10) Business Days. If after such additional period the Dispute has not been resolved then such Dispute shall be settled by binding arbitration at the request of either of the Party serving a written notice to that effect on the other.
- 8.6. Such arbitration shall be under and in terms of the Arbitration and Conciliation Act, 1996 and the place of arbitration shall be Mumbai. All proceedings of such arbitration shall be in the English language.
- 8.7. The arbitration panel shall consist of three (3) arbitrators. Such arbitrators shall be selected in the following manner: (a) within twenty (20) Business Days of Dispute notice by a Party seeking arbitration, each Party shall appoint one individual as an arbitrator; (b) within ten (10) Business Days after the appointment of the two arbitrators, the two chosen arbitrators shall mutually agree upon the selection of the third arbitrator; (c) in the event the two chosen arbitrators cannot agree upon the selection of the third arbitrator, the third arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 8.8. The arbitration award rendered shall be final and binding on the Parties.
- 8.9. Nothing shall preclude either Party from seeking interim or permanent equitable or injunctive relief, or both, from the courts at Mumbai, which shall have exclusive jurisdiction. The pursuit of equitable or injunctive relief shall not be a waiver of the Parties to pursue any remedy for monetary damages through the arbitration described in this Section.
- 8.10. Each Party shall bear and pay its own costs and expenses in connection with the arbitration proceedings unless the arbitration panel direct otherwise.

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9. CONFIDENTIALITY

- 9.1. All details, documents, data, applications, software, systems, papers, statements and business information which is communicated / submitted by ICICI Bank or any of its authorised representatives to the Institute, Mentor/s, Teams and /or its faculty and any projects / ideas / concepts notes / prototypes submitted under this Program by the Team/s to ICICI Bank shall be regarded as confidential information ("Confidential Information of ICICI Bank"). All Confidential Information of ICICI Bank shall be treated as absolutely confidential and the Institute irrevocably agrees and undertakes to ensure that the Institute, Team/s and its faculty, including Mentors shall keep the same secret and confidential and that they shall not disclose the same, in whole or in part to any person without the prior written permission of ICICI Bank nor shall use or allow to be used any Confidential Information of ICICI Bank, other than as may be necessary for the due performance of the Institute's obligation/s under the MOU. The Institute agrees to ensure that its faculty, Team/s, Mentors and other staff also undertake a similar obligation as contained in this clause.
- 9.2. The Institute shall ensure that the access to Confidential Information of ICICI Bank by the faculty, Team/s, Mentors and other staff of the Institute shall be on "need to know" basis i.e. limited to those areas where the information is required in order to perform the obligations under this MOU.
- 9.3. All details, documents, data, applications, software, systems, papers, statements and business information which is communicated / submitted by the University or any of its authorised representatives to ICICI Bank shall be regarded as confidential information ("Confidential Information of the University"). All Confidential Information of the University shall be treated as absolutely confidential and ICICI Bank irrevocably agrees and undertakes to ensure that ICICI Bank and its personnel and representatives shall keep the same secret and confidential and that they shall not disclose the same, in whole or in part to any person without the prior written permission of the University nor shall use or allow to be used any Confidential Information of the University, other than asmay be necessary for the due performance of ICICI Bank's obligation/s under the MOU. ICICI Bank agrees to ensure that its personnel and representatives also undertake a similar obligation as contained in this clause.
- 9.4. ICICI Bank shall ensure that the access to Confidential Information of the University by the personnel and representatives of ICICI Bank shall be on "need to know" basis i.e. limited to those areas where the information is required in order to perform the obligations under this MOU.
- 9.5. The Confidential Information of ICICI Bank and Confidential Information of the University shall together be referred to as "Confidential Information".

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- 9.6.1. To take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration.
- 9.6.2. Not to misuse or permit misuse directly or indirectly, or commercially exploit the Confidential Information for economic or other benefit in any manner other than as agreed to.
- 9.6.3. Not to make or retain any copies or record of any Confidential Information other than as may be required for the performance of the Party's obligations under the MOU.
- 9.6.4. To notify the other Party of any unauthorized or improper use or disclosure of the Confidential Information.
- 9.6.5. To return all the Confidential Information of a Party that is in the custody of the other Party upon termination/expiry of the MOU.
- 9.7. The Parties shall ensure that they have appropriate mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all Confidential Information.
- 9.8. The Institute shall not disclose the contents of the MOU or any details pertaining to the Program to any third party without the prior written permission of ICICI Bank.
- 9.9. Nothing contained herein shall be applicable to any information required to be provided to any statutory / regulatory / government authority under Applicable Laws.
- 9.10. The provisions of this clause shall survive the termination of the MOU for a period of 6 years.

10. ASSIGNMENT

The Institute shall not assign or transfer all or any of its rights, benefits or obligations, under this MOU without obtaining ICICI Bank's prior written approval. ICICI Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this MOU to any person.

11. TERM AND TERMINATION

- 11.1. The MOU shall continue to be in force till December 31, 2018.
- 11.2. Either Party may terminate this MOU by providing 90 days prior written notice.

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- 11.3. The Parties hereby agree that the term of this MOU may be extended/ renewed for a further period by prior mutual consent in writing and in accordance with such terms and conditions as agreed between the Institute and ICICI Bank in writing.
- 11.4. Notwithstanding anything herein contained, either Party may, by providing notice in writing to the other Party, immediately terminate the MOU under any one or more of the following conditions:
 - 11.4.1. In case the other Party has committed a material breach of any of the representations and warranties provided by it under this MOU.
 - 11.4.2. In case the other Party has committed a material breach of any of its obligations under this MOU.
 - 11.4.3. In case the other Party and/or any of its personnel commits a fraud, willful misconduct or gross negligence with respect to the activity being carried out under this MOU.
 - 11.4.4. If it is no longer possible to continue with this arrangement due to change in Applicable laws or the interpretation thereof.
 - 11.5. The termination of this MOU shall not affect the rights and obligations of either Party with respect to Team/s which have registered for this Program before the termination date and continue to participate in the Program.
 - 11.6. Upon termination of this MOU, ICICI Bank may continue to engage with the Team/s for prototype development and commercialization of the same and the Institute shall not raise any objection in this regard.

12. LIMITATION OF LIABILITY

Notwithstanding anything contained in the MOU or in any other document:

- 12.1. Under no circumstances shall ICICI Bank be liable to the Institute for any direct, indirect, incidental, consequential, special or exemplary damages arising with respect to the Program / activities carried on under the MOU or the termination of this MOU, even if ICICI Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.
- 12.2. ICICI Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions, or other proceedings against the Institute or its students / faculty / personnel or any other person engaged by the Institute in relation to the Program and/or arrangement contemplated under the MOU.

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13. INDEMNITY

- 13.1 The Institute hereby indemnifies and holds harmless ICICI Bank, its affiliates, directors, officers, employees and personnel from and against any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or based upon
 - 13.1.1. any untrue statement or misrepresentation of a material fact or an omission to state a material fact therein;
 - 13.1.2. any non-performance or breach of the roles, responsibilities, representations, warranties, undertakings and declarations contained herein by the Institute or its faculty, Mentors, employees, personnel or authorized representatives.
 - 13.1.3. Notwithstanding the generality of the foregoing, in no circumstances shall the Institute or any of its affiliates or its or their respective faculty, Mentors, employees, personnel or authorized representatives be liable for any indirect, special, punitive, consequential or incidental losses, claims or damages arising out of or in any manner connected with this MOU or for any loss attributable to ICICI Bank, its affiliates or its or their respective directors, employees, personnel or authorized representatives.
 - 13.1.4. The Institute shall be liable to pay such amounts to ICICI Bank as determined by ICICI Bank post discussion with the Institute under this provision and ICICI Bank shall be, without prejudice to its other rights and remedies, entitled to adjust the amounts so determined to be due from the Institute against the future payments due by ICICI Bank to the Institute.
 - 13.1.5. The Institute shall co-operate fully in defending any claim/s by any local, state or central authority against ICICI Bank with respect to any levies, taxes, duties, fines, and/or penalties etc. due and payable by the Institute, and shall indemnify ICICI Bank, fully and without limit, against the same.
 - 13.1.6. The provisions of this clause shall survive the termination of the MOU.

14. GOVERNING LAW AND JURISDICTION

- 14.1. The provisions of this MOU shall be subject to the laws of India.
- 14.2. Unless otherwise specified, all disputes, differences, claims and questions between the Parties hereto arising out of this MOU or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, shall be subject to the exclusive jurisdiction of the courts and tribunals in Mumbai.

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15. NOTICE

Any notice, communication or documents to be given by a Party to the other Party may be given by personal delivery, courier, and registered post at the address hereinafter mentioned. The notice shall be deemed to have been served upon the Party to whom it is given, if delivered by hand, upon delivery, if given by post on expiration of three days of postage and if given by fax upon acknowledged transmission thereof. Further the Parties agree that the notice shall be served on the person specified herein by both the Parties as the Designated Person.

Designated Person for Institute:

Name

: DR. RUCHIKA HALHOTRA

Designation

: ASSISTANT PROFESSOR & ASSOCIATE HEAD

Contact Details

: DEPT. OF COMPUTER SCIENCEENS, DELHI

TECHNOLOGICAL UNIVERSITY, BAWANA ROPE DECE

Direct no

9910290445

FAX

Designated person for ICICI Bank

Name

Naresh Ponnana

Designation

Manager

Contact details

ICICI Bank, North Tower, 8th Floor,

East Wing, Bandra Kurla Complex, Mumbai - 400051

Direct no

+91 22 26536859

FAX

+91 22 26531260

Changes in the designated person are to be communicated by the authorised person of the Party desirous of changing its designated person to the other Party.

16. CHANGES/ AMENDMENTS

No modification or amendment of this MOU hereto shall be binding unless made specifically in writing, by the mutual consent of the Parties.

17. COUNTERPARTS

This MOU may be executed in more than one counterparts, each of which when so executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.

18. SEVERABILITY

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If any portion of this MOU shall be declared invalid by order, decree or judgement of a court of competent jurisdiction, this MOU shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of the Parties as reflected in this MOU.

19. NON - EXCLUSIVITY

Nothing contained in this MOU shall in any manner restrict either Parties from entering into similar arrangements with third parties.

20. ENTIRE AGREEMENT

This MOU contains the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior understandings and representations between the Parties with respect to the matters contained in this MOU.

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IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the day and year first above written, in two counterparts, one such counterpart to be retained by ICICI Bank and the other by the Institute.

SIGNED by	Story.
ICICI Bank through its Authorized Signa	tory) Me. SANDEEP SETHI
	GENERAL MANAGER
ICICI Bank Limited	
Signature)
In the presence of	
In the presence of:) aa
Name of Witness	NARESH PONNANA
a transferior area officer outside.	INNOVATION TEAM
e for the second petalogic property	그는 아내가 나가 있는 사람이 되어 그래요? 사람이
Signature of witness)
SIGNED by	
	LATuri
Institute through its Authorized Signator	y) MAG
	COL. NEELAT Color Transposical University REGISTER OF TERMEN Delhi CT of Delhi)
Name of the Institute	Shanbad Daylatour Bowers 200.
	Delhi-110042
	a 1920 Halle
In the presence of:	, Ruch
Name of witness	, RUCHIKA MACHOTRA
	DEPT. OF CSE
Signature	
Signature of witness	

ARTICULATION AGREEEMENT

between Delhi Technological University and

Cullen College of Engineering - University of Houston, Houston

This articulation agreement is entered into as of July 11th, 2017 by and between the Cullen College of Engineering at the University of Houston, located in Houston, Texas, United States and Delhi Technological University, located in New Delhi, India.

RECOGNIZING the mutual interest in the fields of education, research, training and development and dissemination of knowledge and also,

RECOGNIZING the importance of institutions of higher education's role in promoting international collaboration,

THE PARTIES HEREBY agree to establish collaboration according to terms and conditions set out in the articles following hereunder.

ARTICLE I: SCOPE OF THE COLLABORATION

The purpose of this articulation agreement is to facilitate academic and research cooperation between the parties hereunder based upon the principles of mutual benefit and may include the following general cooperation areas:

General Areas of Collaboration

- 1.1 Joint educational and research activities;
- 1.2 Joint degree programs;
- 1.3 Team taught courses, including online courses;
- 1.4 Exchange of visiting scholars for the purpose of conducting research. The individual visitors will be responsible for the cost of such accommodation and for their own travel costs. If visiting scholars register in academic course(s) they will be required to pay the regular tuition and fees to the host institution;
- 1.5 Discussion for the exchange of undergraduate and graduate students for collaborative or independent research based on the policies of both institutions;
- 1.6 Placement of students in paid internships and co-ops, when possible through placements by the host university, providing they meet the legal criteria of the host country;
- 1.7 Exchange scholarly information including research papers, indices to theses, books and magazines on relevant subjects and potential joint projects where possible and appropriate;
- 1.8 Extend invitations for attending scholarly meeting and national and international conferences;
- 1.9 Organizing joint seminars/conferences/workshops/symposiums etc. in the two countries; 1.10 Organizing activities jointly in social and cultural areas:
- 1.11 Promote cooperation with third organizations based on common interest, international education, research and other networks;

ARTICLE II: THE AGREEMENT

- 2.1 At the Cullen College of Engineering this articulation agreement will be administered by Dr. Suresh Khator, Associate Dean and Professor of Industrial Engineering and at Delhi Technological University will be administered by Dr. Anu Singh Lather (This articulation agreement only involves the Cullen College of Engineering at the University of Houston. Other colleges or institutes may be added later by mutual consent in separate Articulation agreements.)
- 2.2 As specific projects in education or research are developed, each will require a separate written agreement which will set forth the terms and conditions of the project(s) including but not limited to intellectual property ownership and funding sources. These agreements must be approved and signed by appropriate administrators from each institution.
- 2.3 Neither institution is responsible for any financial support under this articulation agreement.

ARTICLE III: GENERAL TERMS

- 3.1 This articulation agreement encourages the exchange of students between the two Universities.
- 3.2 This articulation agreement is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.
- 3.3 Nothing in this articulation agreement obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties.
- 3.4 The activities of this articulation agreement must be carries out in accordance with appropriate laws and regulations existing in each country and institution.
- 3.5 With regard to intellectual property, each institution will adhere to the intellectual property laws of its respective nation. Intellectual property developed during the visit of a faculty or student visitor will be governed by the rules of the host institution unless otherwise specified by an alternate agreement. In general, the two institutions shall jointly own jointly developed intellectual property resulting from clearly defined collaborative projects whenever one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary steps will be taken to protect the intellectual property received, to the extent permissible by law.
- 3.6 Both Universities may not use the name, logo or trademarks of the other University/Institution and shall also not use the reference of employees, agents, or affiliates, in any advertising, promotional or sales literature, or other publicity, public announcement or suggestion of endorsement without the prior written approval of the other partner.
- 3.7 The Articulation agreement can be amended or changed by mutual written consent.

ARTICLE IV: DURATION

This articulation agreement can be modified only by mutual written consent. It will be in effect from the effective date for a period of five (5) years and will require the consent of representatives from both institutions to be renewed. This articulation agreement can be amended by the exchange of letters between the two institutions. Such amendments, once approved by both the institutions, will become part of this articulation agreement. This articulation agreement may be terminated by either

side with at least ninety (90) days written notice. However, the commitments already in progress must be fulfilled.

IN WITNESS WHEREOF, the parties hereto have executed two (2) copies of this instrument, each of which shall be considered an original and have equal validity.

Anu Singh Lather, Ph.D. 17

Pro-Vice Chancellor

Delhi Technological University, Delhi

Joseph W. Tedesco, Ph.D.

Dean

Cullen College of Engineering

Registra

Delhi Technologi, at University (Govt. of 10 T of Delhi)

(Formerly Densit Librae of Engg.) Shahbad Daus ji in Sawana Road,

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GENERAL AGREEEMENT FOR COLLABORATION

by and between

Delhi Technological University, Bawana Road, Delhi, INDIA

Northern Illinois University, 1425 W. Lincoln Hwy., DeKalb, IL, USA

This General Agreement for Collaboration is entered into as of. 2.7.7.1.1. (the "Effective Date"), by and between Northern Illinois University, a public research University located in Illinois state, USA, and Delhi Technological University, located in New Delhi, India.

RECOGNIZING the mutual interest in the fields of education, research, training and development and dissemination of knowledge and also

RECOGNIZING the importance of institutions of higher education's role in promoting international collaboration

THE PARTIES HEREBY agree to establish collaboration according to terms and conditions set out in the articles following hereunder.

ARTICLE I: SCOPE OF THE COLLABORATION

The purpose of this Agreement is to facilitate academic and research cooperation between the parties hereunder based upon the principles of mutual benefit and may include the following general cooperation areas:

General Areas of Collaboration

- 1.1 Joint educational and research activities;
- 1.2 Joint degree programs;
- 1.3 Team taught courses, including online courses;
- 1.4 Exchange of visiting scholars for the purpose of conducting research. The individual visitors will be responsible for the cost of such accommodation and for their own travel costs. If visiting scholars register in academic course(s) they will be required to pay the normal tuition fees to the host institution;
- 1.5 Discussion for the exchange of undergraduate and graduate students for collaborative or independent research based on the policies of both institutions;
- 1.6 Placement of students in paid internships and co-ops, when possible through placements by the host university, providing they meet the legal criteria of the host country;

- 1.7 Exchange scholarly information including research papers, indices to theses, books and magazines on relevant subjects and potential joint projects where possible and appropriate;
- 1.8 Extend invitations for attending scholarly meeting and national and international conferences;
- 1.9 Organizing joint Seminars/Conferences/Workshops/Symposiums etc. in the two countries;
- 1.10 Organizing activities jointly in social and cultural areas;
- 1.11 Promote cooperation with third organizations based on common interest, international education, research and other networks;

ARTICLE II: THE AGREEMENT

- 2.1 This agreement will be administered by Northern Illinois University, Illinois, USA and by Delhi Technological University. This Agreement may also involve other colleges or institutes by mutual consent, which may be added later by written addendum to this Agreement.
- 2.2 As specific projects in education or research are developed, each will require a separate written agreement which will set forth the terms and conditions of the project(s) including but not limited to intellectual property ownership and funding sources. These agreements must be approved and signed by appropriate administrate at each institution. This Memorandum of Understanding (MOU) is the basis for specific agreements.
- 2.3 Neither institution is responsible for any financial support under this Agreement.

ARTICLE III: GENERAL TERMS

3.1 This Agreement encourages the exchange of students between the two Universities.

3.2 This Agreement is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.

3.3 Nothing in this Agreement obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties.

3.4 The activities of this Agreement must be carries out in accordance with appropriate laws and regulations existing in each country and institution.

3.5 With regard to intellectual property, each institution will adhere to the intellectual property laws of its respective nation. Intellectual property developed during the visit of a faculty or student visitor will be governed by the rules of the host institution unless otherwise specified by an alternate agreement. In general, the two institutions shall jointly own jointly developed intellectual property resulting from clearly defined collaborative projects whenever one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary steps will be taken to protect the intellectual property received, to the extent permissible by law.

3.6 Both the Universities may not use the name, logo or trademarks of the other University/Institution and shall also not use the reference of employees, agents, or affiliates, in any advertising, promotional or sales literature, or other publicity, public announcement or suggestion of

endorsement without the prior written approval of the other partner.

3.7 The MOU/Agreement can be amended or changed by mutual written consent.

ARTICLE IV: DURATION

This Agreement may be modified only by mutual written consent. The Agreement will be in effect from the Effective Date for a period of five (5) years and will be renewed automatically as long as neither institution gives notice of termination to the other 6 month prior to the end of the 5 year term. This agreement will be amended by the exchange of letters between the two institutions. Such amendments, once approved by both the institutions, will become part of this agreement. This Agreement may be terminated by either side with at least ninety (90) days written notice. However, the commitments already in progress must be fulfilled.

IN WITNESS WHEREOF, the parties hereto have executed two (2) copies of this instrument, each of which shall be considered an original and have equal validity.

Dean (International Affairs)

International Affairs

Delhi Technological University, Delhi

Pro Vice Chancellor

Delhi Technological University Delhi

Registrar

Delhi Technological University Delhi

Director

Division of International Affairs Northern Illinois University, USA

Executive Vice President and Provost Division of International Affairs, Northern Illinois University, USA

MEMORANDUM OF UNDERSTANDING BETWEEN ILLINOIS INSTITUTE OF TECHNOLOGY, USA AND DELHI TECHNOLOGICAL UNIVERSITY, India

This Memorandum of Understanding is entered into this \(\frac{1}{2} \) day of \(\frac{1}{2} \) day of \(\frac{1}{2} \) between Illinois Institute of Technology ("IIT"), an Illinois not-for-profit corporation with its principal place of business at 10 West 35th Street, 19th floor, Chicago, Illinois 60616 USA and Delhi Technological University ("DTU"), with its principal place of business at Bawana Road, Delhi, India hereinafter referred to as IIT and DTU.

- Illinois Institute of Technology and DTU hereby agree to encourage academic cooperation through research and study in furtherance of the advancement of learning as stated below:
 - a. To encourage visits by faculty from one university to the other for the purpose of engaging in research;
 - b. To facilitate the admission of qualified students from one university to the other for the purpose of enrolling in courses, degree programs, and certificate programs; or participating in research projects;
 - c. To foster the exchange of academic publications and scholarly information; and
 - d. To promote other academic activities which enhance the above-mentioned goals.
- 2. Both universities acknowledge that the visit by faculty and students from one university to the other shall be subject to the entry and visa regulations of the United States and India and shall comply with the regulations and policies of IIT and DTU.
- 3. Both universities agree students will be responsible for all expenses at the host university that are not covered by scholarships. Further, both universities agree that, if applicable, U.S. Federal and State Financial aid for IIT students will be awarded and disbursed solely by IIT.
- 4. Both universities agree that all expenses, including research material, international and domestic travel, per diem, honoraria and all other costs, for visiting faculty and researchers, shall be the responsibility of the home university or determined on a case-by-case basis and agreed to in writing by the parties prior to the visit.
- 5. Each side will make its best efforts to make available university accommodation to visiting faculty and students.
- 6. Both universities agree to review this Memorandum of Understanding after five years following the date of signing, and acknowledge that this Memorandum is subject to revision and termination at any time by mutual consent or by six months' written notice by either party.

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Both universities agree that this Memorandum of Understanding is incorporated into, and will provide the foundation and framework for, projects developed by academic and administrative units from the two universities and documented in other subsequent

On behalf of Illinois Institute of Technology,

On behalf of Delhi Technological University

Frances Bronet **Provost**

Vice Chancellor/Pro Vice Chancellor

Darsh T. Wasan

Vice President, International Affairs

Dean, International Affairs

Registrar Delhi Technological University (Govt. of JICT of Delhi) (Formerly Delhi Cellege of Engg.) Shahbad Davialpur, Bawana Road, Delhi-110042







GENERAL AGREEEMENT FOR COLLABORATION By and Between Delhi Technological University, (Bawana Road Delhi, INDIA)

Delhi Technological University, (Bawana Road Deini, INDIA)

University of Alcala (Alcala de Henares, Kingdom of SPAIN)
This General Agreement for Collaboration is entered into as of December 2017 by and between University of Alcalá, a public research University located in Alcalá de Henares, Spain., and Delhi Technological University,

located in New Delhi, India.

RECOGNIZING the mutual interest in the fields of education, research, training and development and

dissemination of knowledge and also

RECOGNIZING the importance of institutions of higher education's role in promoting international collaboration THE PARTIES HEREBY agree to establish collaboration according to terms and conditions set out in the articles following hereunder.

ARTICLE I: SCOPE OF THE COLLABORATION

The purpose of this Agreement is to facilitate academic and research cooperation between the parties hereunder based upon the principles of mutual benefit and may include the following general cooperation areas:

General Areas of Collaboration

- 1.1 Joint educational and research activities;
- 1.2 Joint degree programs;
- 1.3 Team taught courses, including online courses;
- 1.4 Exchange of visiting scholars for the purpose of conducting research. The individual visitors will be responsible for the cost of such accommodation and for their own travel costs. If visiting scholars register in academic course(s) they will be required to pay the normal tuition fees to the host institution;
- 1.5 Discussion for the exchange of undergraduate and graduate students for collaborative or independent research based on the policies of both institutions;
- 1.6 Placement of students in paid internships and co-ops, when possible through placements by the host university, providing they meet the legal criteria of the host country;
- 1.7 Exchange scholarly information including research papers, indices to theses, books and magazines on relevant subjects and potential joint projects where possible and appropriate;
- 1.8 Extend invitations for attending scholarly meeting and national and international conferences;
- 1.9 Organizing joint Seminars/Conferences/Workshops/Symposiums etc. in the two countries;
- 1.10 Organizing activities jointly in social and cultural areas;
- 1.11 Promote cooperation with third organizations based on common interest, international education, research and other networks;

ARTICLE II: THE AGREEMENT

- 2.1 This agreement will be administered by University of Alcalá and by Delhi Technological University. (This Agreement may also involve other colleges or institutes by mutual consent, which may be added later by written addendum to this Agreement.
- 2.2 As specific projects in education or research are developed, each will require a separate written agreement which will set forth the terms and conditions of the project(s) including but not limited to intellectual property ownership and funding sources. These agreements must be approved and signed by appropriate

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administrate at each institution. This Memorandum of Understanding (MOU) is the basis for specific agreements. 2.3 Neither institution is responsible for any financial support under this Agreement.

ARTICLE III: GENERAL TERMS

3.1 This Agreement encourages the exchange of students between the two Universities.

3.2 This Agreement is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.

3.3 Nothing in this Agreement obligates either party to commit or transfer any funds, assets, or other resources in

support of projects or activities between the parties.

3.4 The activities of this Agreement must be carries out in accordance with appropriate laws and regulations

existing in each country and institution.

3.5 With regard to intellectual property, each institution will adhere to the intellectual property laws of its respective nation. Intellectual property developed during the visit of a faculty or student visitor will be governed by the rules of the host institution unless otherwise specified by an alternate agreement. In general, the two institutions shall jointly own jointly developed intellectual property resulting from clearly defined collaborative projects whenever one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary steps will be taken to protect the intellectual property received. to the extent permissible by law.

3.6 Both the Universities may not use the name, logo or trademarks of the other University/Institution and shall also not use the reference of employees, agents, or affiliates, in any advertising, promotional or sales literature, or other publicity, public announcement or suggestion of endorsement without the prior written approval of

the other partner.

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3.7 The MOU/Aigreement can be amended or changed by mutual written consent.

ARTICLE IV: DURATION

This Agreement may be modified only by mutual written consent. The Agreement will be in effect from December 2017 for a period of four (4) years and will be renewed for a maximum of another 4 years in a written agreement This agreement will be amended by the exchange of letters between the two institutions. Such amendments, once approved by both the institutions, will become part of this agreement. This Agreement may be terminated by either side with at least ninety (90) days written notice. However, the commitments already in progress must be fulfilled.

IN WITNESS WHEREOF, the parties hereto have executed two (2) copies of this instrument, each of which shall be considered an original and have equal validity.

Dean (International Affairs)

Technological University, Delhi

Vice Chancellor / Pro Vice Chancellor Delhi Technological University Delhi

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Date:

--Miguel Angel Sotelo Vice-Chancellor International Affaires

University of Alcalá

Date: 1.1. 2017

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MEMORANDUM OF UNDERSTANDING

BETWEEN

RESEARCH FOR RESURGENCE FOUNDATION, NAGPUR

AND

DELHI TECHNOLOGICAL UNIVERSITY, DELHI

FOR

ESTABLISHMENT

OF

RESEARCH FOR RESURGENCE OUTREACH CENTRE

(24/10/2017, Kartika Shukla Chaturthi)

This Memorandum of Understanding (MoU) is made and executed at New Delhi on this date of 24th October, of the year 2017 which is Kartika Shukla Chaturthi by and between:

- 1. Research for Resurgence Foundation, Sheshadri Sadan, Tulsibaug Road, Mahal, Nagpur, Maharashtra-440032 (Bharat) (Hereinafter referred as RFR Foundation) which is founded by voluntary organization Bharatiya Shikshan Mandal by or repugnant to the subject shall mean and include its successors and assigns.
- 2. Delhi Technological University, Shahbad Daulatpur, Main Bawana Road, Delhi 110042 (Hereinafter referred as DTU)

RFR Foundation and DTU are referred to individually as a "Party" and collectively as "Parties". Both Parties have reached the following intent to collaboration as per below described articles of this MOU.

MOU between RFRF & (Organization Short Name) DTU -

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ARTICLE 1: BACKGROUND AND PURPOSE

- 1.1.1. Research for Resurgence Foundation is founded by voluntary organization Bharatiya Shikshan Mandal (hereinafter referred as RFR Foundation). The core objective of RFR Foundation is to bring paradigm shift in research outcome, research methodology and innovation based technologies, ensuring Bharatiya prospective, philosophy and applicability.
- 1.1.2. The RFR Foundation has functional dimensions to strengthen and synchronize Research, Researchers, Resources and Reach.
- 1.1.3. The RFR Foundation is an multi-domain Research Institute and a network hub of research and allied activities in academics and industrial sector

AND

- 1.2. Delhi Technological University (hereinafter referred as DTU), formerly known as Delhi College of Engineering, was established in 1952 with a vision of becoming a world class university through education, innovation and research for the service of humanity.
- 1.2.1. DTU works with the mission of establishing centres of excellence in emerging areas of science, engineering, technology, management and allied areas; fostering an ecosystem for incubation, product development, transfer of technology and entrepreneurship; creating environment of collaboration, experimentation, imagination and creativity; developing human potential with analytical abilities, ethics and integrity; and providing environment friendly, reasonable and sustainable solutions for local and global needs.

1.1 Purpose:

RFR Foundation and DTU are interested in working together with mutual collaboration to give each other's strengths in research and facilities thereof, will mutually benefit the students and faculties for nurturing the research, innovation and creativity among students. Now therefore the parties hereto have agreed to enter into a memorandum of understanding considering the long term benefits of sharing the knowledge and resources between the institute and establish a strong academic collaboration, by undertaking joint

DTU

MOU between RFRF & (Organization Short Name)

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responsibilities and activities in their respective field of excellence, research, resources, knowledge and human described in the article 2 of this MOU as area of collaboration.

ARTICLE 2: AREAS OF COLLABORATION

The parties hereby agree to work collaboratively on following points for the effective and efficient engagement by fulfilling the purpose of this MoU towards strengthening and streamlining research in scientific and technology development, innovation and entrepreneurship ecosystem in Bharat. The mutually agreed activities by and between the parties are as under:

- 1. The responsibilities and work for DTU:
- 1.1. Setting-up functional RFR foundation extension centre in academic campus for,
 - 1.1.1. Awareness, publicity & accessibility for RFR foundation work, facilities and opportunities.
 - 1.1.2. Awareness, publicity & accessibility for research activities, programs, Seminar, workshops, conferences and like to be jointly organized.
 - 1.1.3. Philosophical acceptance and responsibility towards concept of 'Resurgence'.
 - 1.1.4. Monitoring, execution and evaluation of parameter/s of research applicability for nation / society / local requirement, incorporation of Bhartiya methodology and references in various programs at institutional level including Ph.D., M.Phil., Post Graduation, Under Graduation research projects and research methodology program.
 - 1.1.5. Establishing platform for converting strength & excellence in terms of infrastructure and human resource for betterment of educational systems across world.
- 1.2. To organize national, international events, program at mutually agreed interval
- 1.3. To provide infrastructure, academic & technical Support in various activities organized by RFR Foundation, subject to availability.
- 1.4. Promote and support student(s), faculty(s) exchange programs.
- 1.5. Maintain respect and dignity among other Academic associates and Industrial associates of RFR Foundation.

MOU between RFRF & (Organization Short Name) DT U

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- 1.6. Active participation in associate members' annual meetings organized by RFR Foundation.
- 1.7. To recognize RFRF as workplace for research including PhD studies and post-doctoral research.
- 1.8. To recognize RFRF faculties as adjunct faculties (Associate Professor, Professor) of the university.
- 2. The responsibilities and work for RFR Foundation
 - 2.1. To provide Title "Academic Associate" & its certification to DTU.
 - 2.2. To provide access to knowledge resource centre of RFR Foundation.
 - 2.3. To facilitate DTU for industry-academia, academia-academia collaborations at national & international level.
 - 2.4. To provide support in conduction of Refresher Courses, Orientation courses, Research methodology programs and faculty development program.
 - 2.5. Promotion of Research Activities in common interest area.
 - 2.6. Privileged invitation for event(s) / program(s) organized by RFR foundation and Bharatiya Shikshan Mandal (limited number of guests)
 - 2.7. Display and information about facilities and opportunities at DTU in the reception gallery at foundation.
 - 2.8. Two nominations (incumbent authorities) in Samanvay Sabha for associates.
- 2.9. Support in execution, monitoring and evaluation process of various research activities.
- 2.10. Access and usage of knowledge resource centre, infrastructural facilities such as convention centre at special 'Academic Associates' discounted charges.
- 2.11. The facilities for students and faculties at concessional charges.
- 2.12. Consultation, unbiased evolution of various educational processes as RFR foundation Academic & Administrative Audit program.
- 2.13. Information and invitation for research events conducted by other associate members for associates' network.

MOU between RFRF & (Organization Short Name)

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ARTICLE 3: CO-ORDINATION AND NODAL OFFICER

Both entities shall mutually decide and designate a nodal officer. The nodal officer will have responsibility for fulfilling the objectives of this agreement and also will carry out all activities mutually agreed by the parties.

ARTICLE 4: SCOPE

The Parties acknowledge and agree that the Areas of Collaboration are not exhaustive in nature and the Parties shall in good faith, negotiate to elaborate upon the Areas of Collaboration, including additional areas of collaboration as may be mutually agreed and the rights, responsibilities and obligations of each Party in relation to each of the Areas of Collaboration. The Parties may, from time to time, execute addenda or modifications to this MOU to incorporate such additional scope of collaboration or discussions in accordance with Clause 6.3.

ARTICLE 5: DURATION

This MOU shall be valid after its signature from the date of signing till for **FIVE** years. The Parties may further extend the MOU with mutual written consent, in order to ensure continuous inputs regarding in light of changing trends and environment in the area of collaboration for this MOU. As part of subsequent extensions the Parties may agree to make amendment in the MOU.

ARTICLE 6: TERMS

6.1 Finance

Both Parties shall be responsible to carry out the activities under the area of collaboration and New Project, Program, Conference, Seminar, Workshops and like which is co-designed/organized by both of the parties. The financial arrangements wherever involved will be decided and approved after mutual consent and shall be agreed to for each activity individually on resource deployment, arrangements and mobilization will be planned vis-a vis..

MOU between RFRF & (Organization Short Name) DTU

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6.2 Assignment

Neither of the Parties shall assign any of their duties under this MOU to any other person or institution without prior approval of other party. A specific agreement will be entered into for each activity.

6.3 Amendments

No alterations, additions or modification hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties

6.4 Non-Exclusive Discussions

The Parties acknowledge and agree that the Areas of Collaboration under this MOU are being undertaken on a non-exclusive basis and either Party shall be free to enter into or consummate transactions similar to the Areas of Collaboration with other parties in Bharat or elsewhere.

6.5 Confidentiality and Public Announcement:

- 6.5.1 "Confidential Information" means the confidential, proprietary, and trade secret information of the disclosing party to be disclosed by the disclosing party under this MOU, and comprises (a) information in tangible form that: (a) (1) bears a Confidentiality Legend, or (2) does not bear any Confidentiality Legend, if the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence, and (b) discussions about that information that may occur before, at the same time, or after disclosure of the information. This MOU and all confidential information exchanged between the Parties pursuant to this MOU shall be held in confidence.
- 6.5.2 Neither Party nor any of the affiliates shall make any public announcement about the MOU and /or the scope of proposed engagement, without the prior written consent of the other Party. Any public announcement so made, shall be as outlined in the Article 2 of this MOU.

6.6 License and Intellectual Property Rights

6.6.1 No license is granted under this MOU to either Party under any of the other Party's intellectual property rights, either expressly, by implication, inducement, estoppel or

MOU between RFRF & (Organization Short Name) DTU

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otherwise. Both Parties understand and acknowledge that grant of any such license shall always be express and in writing.

6.6.2 Both parties will take all necessary steps to protect the knowledge documents and intellectual Properties generated during the process or shared by the parties.

6.7. Conflict of Interest

Neither of the parties believes that the Collaboration contemplated by this MOU raise any actual or potential conflicts of interest. The parties agree that this MOU and the negotiation of the same (and any other agreements entered into in connection herewith) are independent of any past, present or potential future arrangements, and are not connected to an existing business relationship between either of the parties.

ARTICLE 7: TERMINATION

7.1 This MOU shall also terminate without liability to either party if otherwise agreed to by the Parties in writing with a notice period of 1 month.

7.2.1 Survival and binding Nature

- 7.2.2 Except for Clause 6 (Terms), Cause 7 (Termination) and 9 (Dispute Settlement) of this MOU, nothing contained in this MOU is intended to be or shall be construed in any way to be legally binding on any of the Parties.
- 7.2.3 Except as set forth elsewhere in this MOU, Clause 6 (Terms), Cause 7 (Termination), 9 (Dispute Settlement) shall survive the expiry or termination of this MOU.

ARTICLE 8: DISPUTE SETTLEMENT

Governing Law and Jurisdiction 8.1

8.1.1 This MOU shall be governed by and construed in accordance with the laws of Republic of Bharat. All disputes arising out of or related to this MOU, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under the laws of Bharat, without reference to conflict of laws principles.

MOU between RFRF & (Organization Short Name) DTU

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8.1.2 All disputes and differences arising out of or in connection with this MOU shall be the first instance referred to arbitration by three (3) arbitrators, jointly appointed by Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings will be conducted in Hindi, English or any Bharatiya Language and the seat of arbitration will be New Delhi.

8.2 Notices

All communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the Parties at the address specified below:

If to RFR Foundation:

Attention of: Secretary,

Address: Research for Resurgence Foundation, Sheshadri Sadan, Tulsibaug Road, Mahal, Nagpur, Maharashtra-440032 (Bharat) Phone: +91 712 2721322, 8275282541, 9822745768, 9823912580, Email: info@rfrfoundation.org, rfrbharat@gmail.com Website: www.rfrfoundation.org

If to DTU:

Attention of:

Address: Delhi Technological University, Shahbad Daulatpur, Main Bawana Road, Delhi - 110042

MOU between RFRF & (Organization Short Name)

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In witness whereof the parties hereto have signed, sealed and delivered this agreement on this 24th October and 2017 above written in presence of:

For,

Bharatiya Shikshan Mandal's Research for Resurgence Foundation, Nagpur

Delhi Technological University, Delhi

Name: Shri. Devendra Panwar

Designation:

Name: Prof. Samsher

Designation: Registrar

Witnessed by:

Designation:

Sign _

Name:

Designation: For Va

MoU between NXP India Private Limited and Delhi Technological University for

Sponsoring students in the M. Tech. Programme on VLSI Design and Embedded Systems(VLS)

Preamble:

This agreement between Delhi Technological University, henceforth referred to as DTU and NXP India Private Limited henceforth referred to as Company, is initially for a period of two years starting August 2017, unless voluntarily terminated either by company or DTU after giving one month's notice, and involves sponsorship of candidates to the multi-industry sponsored M.Tech. programme titled "VLSI Design, and Embedded System (VLS)".

Sponsorship:

Company may sponsor up to two candidates each year for the M. Tech programme on VLSI Design and Embedded Systems for period of two years starting August 2017 and ending June 2019.. Company will sponsor its employees, who have the requisite, minimum academic qualification and work experience as laid out for part time sponsored candidates. In both the cases, the applicants will have to go through the M. Tech. selection Procedure of DTU. Hereafter, the selected candidates will be referred to as students. The student will be required to pay admission fee as per university norms defined time to time. The Sponsored student will pay fees directly to DTU

- 1. DTU would not provide accommodation on campus for the students.
- While at the Institute as a student registered for the M. Tech programme, the students would be governed by the rules and regulations applicable to all part-time sponsored students. This includes termination of registration, due to non-compliance with the minimum academic performance and attendance requirement as laid out in the rules.

Project:

It is expected that all of the Company sponsored M. Tech students would do their major projects/thesis at DTU or at a Company location. The projects would be jointly supervised by a Company's employee and a faculty member associated with the M. Tech programme from DTU. For the Company's employee to be a supervisor, the employee should be qualified to supervise the M.Tech. thesis as per DTU norms and should have the consent of the ECE Department of DTU The project would be evaluated at two stages: a mid-term evaluation and a final evaluation. The mid and the final evaluation would be required to be conducted at DTU. The projects would be decided by mutual consent between Company and DTU faculty associated with the programme. The Projects would be determined to be complete according to the academic standards set by DTU. All expenses incurred for traveling and stay for the purpose of evaluation or discussion of the M. Tech project will be the responsibility of Company. In case the project involves use of proprietary information, a non-disclosure agreement will be signed for individual projects with the concerned DTU faculty member (s) and students(s).

Discontinuity:

In case a student leaves the programme on his/her own volition or is unable to continue in the programme due to his/her failure to meet the academic performance and attendance requirements of DTU, DTU bears no

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responsibility for the same. In case the student is already employed by Company and leaves Company while being a student of the M. Tech programme in VLS, his/her registration will be cancelled forthwith.

Intellectual Property Rights and Usage Rights:

Company and DTU shall jointly own the work results they have jointly generated arising from M.Tech (VLS) programme (Joint Results), if it is not possible to separate the respective contribution of each party on the Joint Results. Company and DTU shall have all and equal rights to use the Joint Results irrespective of whether it is patented /going to be patented / not going to be patented, including without limitation an irrevocable, royalty-free, non-exclusive license to develop, make, market, sell and otherwise distribute commercial products. There shall be no payments that would be required on either side in connection therewith.

If the Joint Results is patentable, then Company has the first right to pay a fair and reasonable compensation to DTU and purchase exclusive ownership rights to the patent. The amount of such compensation shall be jointly decided by DTU and Company through fair negotiations by a committee consisting of the coordinator of the M. Tech (VLS) programme and one representative each of Company and HOD (ECE) of DTU.

Publication proposals on the Joint Results originating from either party should be reviewed and approved (with any agreed modifications) within 3 months of submission for review. Company and DTU would each nominate a person to be members of the review committee. In case no response is received from the review committee within 3 months, the party submitting the proposal for publication would be free to proceed with publication should necessarily consider the implications that it would have on patenting, if any.

In case one party feels that the Joint Results need not be patented (the Non-Electing Party) and if the other party feels otherwise (the Electing Party), the Electing Party can proceed to patent the same at its full expense, if it feels that it is necessary, after obtaining written consent from the Non-Electing Party.

The Company may grant license, assign, and/or transfer its rights on the Joint Results to its affiliates or an acquirer of the Company, with neither prior consent nor compensation to DTU.

Courses/Projects/Research and Consultancy Projects/ Research Projects/ Refresher Courses

The DTU and *NXP* will create a Joint Academic Committee with five members from each side with matching expertise. The members of this Committee will be nominated by the VC of DTU and *NXP*. All decisions related to implementation of the following MoU will be taken by this Academic Committee.

- 1. Industry Relevant Courses for M.Tech
 - i. Pattern Analysis and Machine Learning
 - ii. Signal processing and Object tracking
 - iii. Introduction to Radars
 - iv. Security and Internet of Things

These courses should comply with course structure of DTU M.Tech (3 credits, 30-35 lectures) program.

- 2. Joint M.Tech. Thesis Supervision/In-house Major Project Facility
 - a. Industry Professionals will float M.Tech. Thesis topics at the beginning of the semester.

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b. Industry will provide internship for 6 Students for 6 months. Industry will provide in-house facility to 6 Students for carrying out their major project of 6 months.

3. Joint research and consultancy projects with DTU faculty:

- a. The DTU faculty and NXP Professionals are encouraged to apply for research funding from various agencies of the Government of India. The budget component of these project proposals should have provision for independent grants to the two organizations with their respective overheads.
- b. Relevant area for joint research and consultancy projects can be decided upon mutual discussion.
- 4. Joint Refresher Courses for Industry and Academic institutions:

DTU Faculty and **Industry NXP** are also encouraged to offer specialized crash courses to private and public sector personnel from industry and academic institutions. The fee structure of such courses should be decided by the joint Academic Committee of DTU and **Industry**.

5. Fostering research driven Innovations:

DTU and NXP shall form joint interdisciplinary teams of faculty/ NXP Professionals to mentor the student innovations to foster research driven industry relevant innovations, technology incubation and had product development at Knowledge park of DTU and or at Industry.

Arbitration and Modification to this agreement:

In case of any dispute in the interpretation of the above clauses or on issues not covered by this agreement, DTU and Company agree to submit to arbitration by VC, DTU to resolve such dispute or issues in interpretation whose decision shall be final. The arbitration venue has to be in Delhi. In case of any modifications that may be necessary in future, Company and DTU shall and mutually agree to the modifications.

For and on behalf of Vice Chancellor Delhi Technological University, New Delhi On behalf of NXP India Pvt. Ltd

[authorized signatory]

REGISTRAR.

REGISTRAR,
Delhi Technologica University, New Delhi
(Formery 1997)

HOD(ECE), DTU

Delhi Technological University, New Delhi

S. Indu Professor and Head of the Department Dept. of Electronics and Communication Engg. Delhi Technological University (Formerly Delhi College of Engineering) Bawana Road, Delhi-110042

MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF TRAINING & TECHNICAL EDUCATION UNION TERRITORY OF INDIA

AND

(DELIN TECHNOLOGICAL UNIVERSITY UNDER COMPONENT 1.3)
FOR IMPLEMENTATION OF INSTITUTIONAL DEVELOPMENT PLAN
UNDER

TECHNICAL EDUCATION QUALITY IMPROVEMENT PROGRAMME
PHASE III

PARTIES

PURPOSE

WHEREAS the objective of the TECHNICAL EDUCATION QUALITY IMPROVEMENT PROJECT III (hereinafter referred to as the 'PROJECT') is to improve quality and equity in selected engineering education institutes and improve the efficiency of the engineering education system.

AND WHEREAS the Government of India and the World Bank have signed a Financing Agreement dated 1st February, 2017, under which the World Bank shares financing to support the PROJECT.

AND WHEREAS the comprehensive description, implementation and operating conditions for the Project are contained in the document entitled the Project Implementation Plan of TEQIP-III (hereinafter referred to as the 'PIP'), as may be revised from time to time.

AND WHEREAS the DEPARTMENT will support and maintain a State Project Implementation Unit (hereinafter referred to as the 'SPIU') in the form of State Project Team, to carry out overall supervision and facilitate project implementation in the state. The structure, functions and responsibilities of the SPIU are set out in the PIP.

AND WHEREAS the Delhi Technological University has been selected to receive a conditional financing of [7 Cr.] INR to pursue the goals set out in its Institutional Development Plan (hereinafter referred to as the 'IDP'), as approved by the Delhi Technological University's Board of Governors (hereinafter referred to as the 'BOG'),

- i) Carry out monitoring and evaluation and data collection activities as set out in the PIP, and provide documents and data to the SPIU and NPIU, as and when requested, in the agreed format and within stipulated timelines.
- j) Participate in all systems set up to facilitate the implementation of the Project, such as the TEQIP Project Management System.
- k) Participate in all supervision and coordination activities conducted by the SPIU and NPIU.
- Facilitate the participation of faculty, technical and administrative staff and students in training sessions, seminars and conferences planned so as to achieve the objectives of the IDP.
- m) Follow the guidelines and processes described in the Financial Management Manual and the Procurement Manual, contained in the PIP. Follow the procedures for Procurement of all Goods, Works and Services in accordance with the World Bank guidelines titled: Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers' dated January 2011 (revised July 2014) (Procurement Guidelines); and Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants' by World Bank Borrowers' dated January 2011 (revised July 2014) (Consultant Guidelines); and the agreed procedures and limits described in the Financing Agreement.
- n) Each year put aside 8% of total revenue (as defined by the PIP) earned by the Delhi Technological University into a Sustainability Fund (Four Funds), to be used to sustain project activities after the project closes, subject to the provisions of the PIP.
- o) Comply with the Social Management Framework and Equity Action Plan, contained in the PIP.
- p) Comply with the Environment Management Framework, contained in the PIP.
- q) Mentor a PROJECT college through activities specified in the IDP (applicable for the institutes under sub-component 1.3).

SECTION II

The DEPARTMENT agrees to:

- a) Provide all necessary support to the Delhi Technological University through the SPIU. The functions and responsibilities of the SPIU are set out in the PIP.
- b) Facilitate all reforms and activities as committed under the Project and contained in the PIP, through appropriate actions and orders, including the greater delegation of academic, administrative and financial powers to the Delhi Technological University for all the Delhi Technological University's activities (not limited to PROJECT activities), adopt a Block Grant pattern for fund releases of at least the non-salary non-Plan component of grants to the Delhi Technological University, permit the Delhi

- the project implementation schedule:
- a) The Project became effective on 1st April, 2017.
- b) The Project is expected to proceed over 3 (three) years commencing on 1st April, 2017 and is expected to be completed by 30th September, 2020.

SECTION VI

• By this MOU both parties affirm their commitment to carry out the activities and achieve the objectives mutually agreed upon.

Any dispute between the parties shall always be resolved by mutual consultation without any resort to arbitration or other form of legal remedy Court of Law.

• This Memorandum of Understanding will continue to be effective up to the closure of the Project.

Signed at DTU, Delhi on this 21st day of september 2017.

FOR AND BEHALF OF THE (DELHI TECHNOLOGICAL UNIVERSITY)

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PROF. YOGESH SINGH)

Chairman, Board of Governors

Delhi Technological University (Estd. By Govt. of N.C.T. of Delhi) Shabbad Daviatpur, Bawana Road Delhi-110042 FOR AND BEHALF OF THE DEPARMENT OF TECHNICAL

EDUCATION

(PUNYA SALILA SRIVASTAVA)

Secretary, Department of Technical PUNYA S. SRIVASTAVA

Education Government of NCT Delhi (Name & Signature) Secretary
Training & Technical Education
& Higher Education
Govt. of N.C.T. of Delhi.
Muni Maya Ram Marg,
Pitam Pura, Delhi-110088

TWINNING AGREEMENT

2017 - 2020

Between

Madhav Institute of Technology & Science, Gwalior



And

Delhi Technological University, NCT Delhi



colonical Education Quality Improvement Programme (TEQIP-III)

TWINNING AGREEMENT

2017 - 2020

Between

Madhav Institute of Technology & Science, Gwalior

And

Delhi Technological University, NCT Delhi

Mediav Institute of Technology & Science, Gwalior and Delhi Technological University, NCI Delhi (hereafter the "Parties") have jointly agreed to enter this Twinning Agreement (hereafter the "Agreement") establishing the basis for their further cooperation and agree upon the following terms and conditions.

PARTI

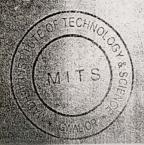
Principles

- 1. The Agreement develops an institutional (or departmental) relationship whereby the Parties recognize each other as Twinning Partners and the Agreement as mutually beneficial,
- 2. The Agreement recognizes both Parties as independent institutions.
- 3. The success of the Agreement is based on well-defined shared expectations, flexibility in approach and regular monitoring and evaluation of performance.

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Areas of Cooperation

- **The Agreement** aims to facilitate and foster collaboration between the Parties.
- Die areas of cooperation can include, subject to mutual consent, knowledge transfer, exchange of experience and long-term strategic partnerships between the Parties' Board of Governors (BoG), leadership or management, faculty or students.
- 6 (FOR ATUs) This General Agreement creates formal linkages between the Parties and provides a broad framework for collaborative activities. All colleges and administrative units provides activities with partner institutes in Supplemental Agreements.
 - Activities or programs undertaken as part of this Agreement can include:
 - a Reciprocal faculty, staff and student exchange programs for training and academic development
 - b Departmental partnerships for joint research activities emphasizing applied research and technological development



- C. Seminars; academic meetings and conferences for students and faculty to share research, discuss technological advancements and employability of students in the dynamic industrial and business environment
- d. Industry partnerships for joint R&D, internships and placement activities
- Seminars and learning forums on improving governance practices, institutional management and academic and non-academic reforms
- f 3. Short-term advisory or consultancy services
- g. Other activities as deemed mutually appropriate.
- 18. The Parties agree to make all reasonable efforts to promote the reputation of each other and, in particular, to promote the collaborative provisions and activities developed through the Agreement.

PARTIII

Implementation and Review

- The budget, timeline and deliverables for activities and programs undertaken and the terms of mutual assistance shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of any particular activity or program.
- 10 Clear roles and responsibilities will be articulated and assigned for each activity/program along with expected outcomes and indicators used to evaluate the progress and outcome of each activity/program in both Parties. Indicators of successful accomplishment can include the following:
 - a. Increase in research output (in terms of publications and patents)
 - b. Improvement in faculty pedagogical practices
 - c. Increase in student graduation rates
 - d. Improved Placement Index (Quality of placement & placement package)
 - e. Joint activities with industry
 - f. Enhanced support to students need
 - g. Improvement in GATE Score
 - h. Development of institutional strategic plan reviewed by external experts
 - Published annual report on institutional performance
 - j. Other indicators as deemed mutually appropriate.
- III An annual report describing activities, accomplishments, outputs and outcomes, implementation challenges and corrective plans, will be prepared by both parties and presented to the BoG of both institutions and to MHRD.

PART IV

Extension and Termination

12. The Agreement will remain in force for a period of three years, and may be amended/modified at any time by the written mutual consent of the Parties and in discussion

with the Ministry of Human Resource and Development (MHRD) and the National Project

Activities under this Agreement will be reviewed in YYYY by an external group of experts and a decision to extend, amend or terminate the Agreement will be made at that time.

14. Either party reserves the right to terminate the Agreement will be made at that time.

notice and after discussion with MHRD and NPIU. The Parties agree that termination action will be implemented in such a way as to avoid negatively affecting continuing and recently initiated activities.

15. In case of any dispute, the Parties shall seek to resolve these by negotiation. In the event that a dispute cannot be resolved, it shall be referred to an independent mediator on whom the Parties have mutually agreed (including NPIU and MHRD) and whose decision they agree to accept and carry out.

This Agreement shall take effect on the date of final signature indicated below and in witness whereof; the parties hereto have offered their signatures:

For:

Madhav Institute of Technology & Science, Gwalior

Name: Dr. R K Pandit

Designation: Director

Date:

(Dr. R.K. Pandit)

Director

Madhay Institute of Technology & Science Gwallor - 474005 (M.P.)

ECHNOLOGIA SCIENCE & BUILDING ENDER & BU

For:

Delhi Technological University, NCT Delhi

Name:

Designation of S. K. Gard

Date:

Delhi Technological University (Formerly Delhi College of Engineering) Bawana Road, Delhi-119942, 1901A

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Memorandure of Understanding for accounts cooperation

Between

DELHI TECHNOLOGICAL UNIVERSITY - INDIA

anti

TASHKENT UNIVERSITY OF INFORMATION TECHNOLOGIE. HAMED AFTER MUHAMMAD

AL-KHWARIZMI, UZBEKISTAN

This General Agreement for Collaboration is entered into as of 10.09.2018 (the "Effective Date"), by and between Tashkent University of Information Technologies named after Muhammad al-Khwarizmi (TUIT), Uzbekistan and Delhi Technological University, located in New Delhi. India.

RECOGNIZING the mutual interest in the fields of education, research, training and development and dissemination of knowledge and also

RECOGNIZING the importance of institutions of higher education's role in promoting international collaboration

THE PARTIES HEREBY agree to establish collaboration according to terms and conditions set out in the articles following hereunder.

ARTICLE I: SCOPE OF THE COLLABORATION

The purpose of this Agreement is to facilitate academic and research cooperation between the parties hereunder based upon the principles of mutual benefit and may include the following general cooperation areas:

General Areas of Collaboration

- 1.1 Joint educational and research activities.
- 1.2 Team taught courses, including online courses;
- 1.3 Exchange of visiting scholars for the purpose of conducting research. The individual visitors will be responsible for the cost of such accommodation and for their own travel costs. If visiting scholars register in academic course(S) they will be required to pay the normal tuition fees to the host institution.
- 1.4 Discussion for the exchange of undergraduate and graduate students for collaborative or independent research based on the policies of both institutions.
- 1.5 Exchange scholarly information including research papers, indices to theses, books and magazines on relevant subjects and potential joint projects where possible and appropriate.
- 1.6 Extend invitations for attending scholarly meeting and national and international conferences.
- 1.7 Organizing joint Seminars/Conferences/Workshops/Symposiums etc. in the two countries;
- 1.8 Organizing activities jointly in social and cultural areas.
- 1.9 Promote cooperation with third organizations based on common interest, international education research and other network;

ARTICLE II: THE AGREEMENT

- 2.1 At Tashkent University of Information Technologies, Uzbekistan this Agreement will be administered by Vice Rector and by Delhi Technological University. (This Agreement may also involve other colleges or institutes by mutual consent, which may be added later by written addendum to this Agreement.
- 2.2 As specific projects in education or research are developed, each will require a separate written agreement which will set forth the terms and conditions of the project(S) including but not limited to intellectual property ownership and funding pources. These agreements must be approved and signed by appropriate administrate at each inside tion.
- 2.3 Neither institution is responsible for any financial support under this Agreement.

ARTICLE III: GENERAL TERMS

- 3.1 This Agreement does not permit the exchange of students at the undergraduate or graduate level.
- 3.2 This Agreement is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.
- 3.3 Nothing in this Agreement obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties.
- 3.4 The activities of this Agreement must be carries out in accordance with appropriate laws and regulations existing in each country and institution.
- 3.5 With regard to intellectual property, each institution will adhere to the intellectual property laws of its respective nation. Intellectual property developed during the visit of a faculty or student visitor will be governed by the rules of the host institution unless otherwise specified by an alternate agreement. In general, the two institutions shall jointly own jointly developed intellectual property resulting from clearly defined collaborative projects whenever one institution receives any information from the partner under a clearly defined non-disclosure agreement, necessary steps will be taken to protect the intellectual property received, to the extent permissible by law.
- 3.6 Delhi Technological University may not use the name, logo or trademarks of the Tashkent University of Information Technologies, Uzbekistan, nor of any of Tashkent University of Information Technologies, Uzbekistan employees, agents, or affiliates, in any advertising, promotional or sales literature, or other publicity, public announcement or suggestion of endorsement without the prior written approval of Tashkent University of Information Technologies, Uzbekistan.
- 3.7 The MOU/Agreement can be amended or changed by mutual written consent.

ARTICLE IV: DURATION

This Agreement may be modified only by mutual written consent. The Agreement will be in effect from the Effective Date for a period of five (5) years and will be renewed automatically as long as neither institution gives notice of termination to the other 6 month prior to the end of the 5 year term. This agreement will be amended by the exchange of letters between the two

institutions. Such amendments, once approved by both the containing will become part of this agreement. This Agreement may be terminated by either sich at ninety (90) days written notice. However, the commitments already in progress must be fulfill as.

IN WITNESS WHEREOF, the paries hereto have executed two (2) copies of this instrument, each of which shall be considered as original and have equal validity.

Prof. Samsher

Prof. Vishal Verma

Dean - International Affairs,

Date: 10 09 2018

Delhi Technological University

Affairs, Registrar,

Delhi Technological University

Dato

Usmonov Botir

Vice Rector for Scientific Affairs,

Tashkent university of Information Technologies named after Muhammad Al-Khwarizmi

Date: 10.09: 2018

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INTERNATIONAL COOPERATIVE AGREEMENT BETWEEN

DELHI TECHNOLOGICAL UNIVERSITY, NEW DELHI, INDIA AND

THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA THE UNIVERSITY OF GEORGIA, ATHENS, GEORGIA, U.S.A.

This Agreement is made and entered into on the date of the final signature hereto, by and between Delhi Technological University and the Board of Regents of the University System of Georgia, by and on behalf of the University of Georgia, hereinafter referred to as the University of Georgia.

Whereas Delhi Technological University and the University of Georgia desire to engage in cooperative educational, research, and outreach activities, for the mutual benefit of both institutions, the parties have agreed upon the following:

- I. The parties will jointly develop cooperative programs for students and faculty of the two institutions within the framework of this agreement. The cooperative activities may include faculty and student exchanges, study abroad, collaborative research programs, seminars and workshops, and outreach programs.
- II. Each activity performed under this agreement will be undertaken pursuant to an addendum that will contain the specific terms and conditions governing the activity, as mutually agreed to on a case by case basis.
- Each institution will be responsible for funding its own involvement in the cooperative activities III. contemplated under this agreement, and all such activities shall be subject to the budgetary allocations of the parties.
- All activities developed hereunder will be in accordance with all applicable rules and regulations of both · IV. institutions, and all applicable national, state, and local laws, rules and regulations.
- The host institution will provide an appropriate orientation to any hosted students from the other institution. ٧. Subject to applicable restrictions governing student privacy, the host institution will promptly notify the home institution in the event the host institution becomes aware of an incident affecting the health, safety or welfare of a hosted student, and will cooperate with any home institution investigation into the incident. The host institution will support the home institution's efforts to identify and access emergency medical services, psychological services, law enforcement, and diplomatic resources to support hosted students.
- The University of Georgia appoints the Director of International Partnerships and Delhi Technological VI. University appoints the Dean of Alumni Affairs to coordinate the development and implementation of this agreement.
- All modifications to this agreement must be in writing and signed by both parties. VII.
- This agreement will be in effect for a period of five (5) years from the date of execution and may be VIII. renewed for additional five (5) year periods by the parties. Either party may terminate the agreement with ninety days prior written notice to the other party, provided that such termination will not affect the completion of any activity underway or any previously advertised activity in which commitments to students have been made.

On Behalf of **Delhi Technological University**

REGISTRAR Delhi Technological University
(Goyt, of NCT of Delhi)
Delhi Technological University
(Figure 1)
Delhi Technological University
(Goyt, of NCT of Delhi) Delhi-110042

Date 25/09/2018

Board of Regents of the University System of Georgia By and on behalf of The University of Georgia

Dr. Noel Fallows

Associate Provost for International Education

Date







Memorandum of Understanding

Between

Delhi Technological University

And

HB Software Solutions, US

(Represented locally by its Indian Partner M/s HB Software Solutions India Pvt Ltd.)

12th January, 2018



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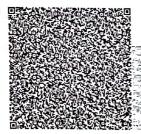
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Memorandum of Understanding between Delhi Technological University and HB Software Solutions

This Memorandum of Understanding (MOU) is entered into on 12th January, 2018 between **Delhi Technological University** (formerly Delhi College of Engineering), located at Shahabad Daulatpur, Main Bawana Road, Delhi, established under the Delhi Act 6 of 2009 by Government of NCT of Delhi and M/s HBSS Connect Corp. (formerly HB Software Solutions) with its headquarters at 1075, Westford Street, Lowell, MA and represented locally by M/s HB Software Solutions India Private Ltd. (authorized distributor of HBSS Software in India), with its office at 384, Udyog Vihar, Phase-II, Gurgann.

HB Software Solutions Ir

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2. The onus of checking the legitimacy is on the users of the certificat

Delhi Technological University (formerly Delhi college of Engineering) is a non-affiliating teaching-cum-research University focusing its attention on work quality human resource development, industry relevant and mission oriented research, research centric innovations and on service to the community through development of socially relevant technologies. DTU is a tech university "Inspired by Talent and Powered by Innovations".

It has a chequered history spanning over 75 years and has a strong alumni base in India and abroad. The troika of education, research and innovations is the guiding philosophy of DTU and the University is firmly committed to empower India with the "Wings of Knowledge and Power of Innovation". It is committed to foster the power of science and ensure its effective integration to create the might of technology within the campus of the University.

Whereas HBSS provides training and technology solutions for operations and infrastructure management for organizations involved in:

- a) Transit call center set up.
- b) Citizen services (such as 104,108, 102).
- c) Corporate and Employee Transportation.
- d) Carpooling.
- e) Defense Service Transportation.
- f) School Transportation.
- g) Public Transportation Services viz. Fixed Route, Demand Response & Bus Rapid systems.
- h) Brokered transportation management.
- i) Mobile device technology for Vehicle Tracking, Manifest Management, Fleet Management, and Electronic Fare Card Systems.

Purpose

DTU and HBSS wish to get into an understanding to do Research and Capacity building in the field of ITS and Electric Vehicles. Initially, the MOU will be put in place with Electrical and Mechanical Engineering departments of the DTU. However, the ambit of MOU may be expanded for other departments of DTU as the need may be.

Whereas the Delhi Technological University (DTU) and HB Software Solutions (HBSS), wish to create a Joint Interface Committee (JIC) with members team headed by Dean (IRD), DTU with members from DTU & HBSS nominated by the VC of DTU and CEO of HBSS, with matching expertise in Electrical and Mechanical Engineering with specialization in relevant areas covered under this MOU. All decisions related to implementation of the following MOU will be taken by this Joint Interface Committee.

The MOU shall cover the following aspects and terms and conditions by the joint interface committee within the purview of rules and regulations of DTU and HBSS:

HB 2. Tare Solutions India Pvt. L.

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Project Details

- 1. HBSS will work with DTU to develop an Intra Campus Transportation System using a Self-Sustained Electric bus. The bus prototype will be jointly developed by HBSS and DTU in the DTU Labs. The vehicle will be designed in such a way that the vehicle will initially run on Solar energy. The current generated through the rotating motor (with dynamo) will charge a set of batteries which will be used as an alternate source of energy once the solar power goes away. This will be the key idea to develop such a model.
- 2. HBSS can bring a significant value in this association by bringing in technologies from US and with DTU, we can innovate new technology models. These can help DTU to develop a prototype in EV (equipped with GPS) and that can be later utilized for further research purposes.
- 3. 2 electric buses will be procured by HBSS from EV OEMs, one from India and one from China. Both the vehicles will be kept in the DTU Lab. These would be worked upon by HBSS engineers and DTU students to innovate the above mentioned technology in the vehicle.
- 4. The buses will provide transportation to the students within the campus of DTU spread across 166 acres. DTU will help HBSS to take approval from the Ministry of Transport to ply these vehicles for research purpose within DTU campus. This will help the students in intracampus transportation and will help to reduce the number of vehicles in campus.
- 5. The buses would be equipped with CCTVs and will have a sensor within the bus where the students can punch a QRyde powered Smart card. The sensor will have a screen attached to it which will display the name, class and enrolment number of the student. The students will have to take membership of QRyde Club costing Rs. 100 for a year to avail this service. QRyde Transportation Management Software will generate a Report every day, weekly and on monthly basis to show as to who all students boarded the bus.
- 6. It is based on the Green transportation concept with no cash payments involved to promote Digital India.

Joint Research and Development

1. HBSS with its vast experience in development and implementation of technologies pertaining transportation systems will define problems/ cases which require research work involving indigenization of Intelligent Transport Systems technology to adapt to Indian scenario. It will depute its personnel to work on the subjects of ITS and battery powered electric vehicles and innovations in these areas.

The Joint Interface Committee (JIC) will nominate scientists/engineers/ faculty members from each side to undertake joint projects on the problems defined by HBSS. DTU will mark appropriate space in the DTU campus for a research lab meant for execution of the research project. The creation of facilities will jointly be done by both DTU and HBSS. The JIC will be entrusted to finalize the roadmap for such facility. The facility shall be capable of design, analysis, development and prototyping of the technology providing benefitting solution to the assigned problems by HBSS.

HB Software 5

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- 2. HBSS may consider giving fellowships to the PhD scholars who will work for the problems defined by HBSS. The disbursement of such scholarships will be through the JIC.
- 3. The officers/ engineers nominated from HBSS having M.Tech /ME/ MBA degree taking up such projects will stand a chance to get the work credited as their thesis work for PhD, provided they additionally complete the prescribed course work as per the PhD ordinance of DTU.
- 4. DTU and HBSS can collectively consider to work upon the modalities to set up an ITS Lab at DTU. This can be taken up later if both entities agree to go ahead in this direction.
- 5. The DTU faculty and HBSS are encouraged to apply for research funding from various agencies of the Government of India. The budget component of these project proposals should have provision for independent grants to the two organizations with their respective overheads. Relevant area for joint research and consultancy projects can be decided upon mutual discussion.

Develop skilled manpower for Job opportunities in ITS

With the background of developing and implementing technologies in transportation, HBSS in association with DTU may develop understanding to develop skilled professionals well versed in ITS and other technology areas of transportation. The said objectives may be undertaken by:

- 1. Specialized hands on training/ seminars/ workshop on latest ITS technologies.
- 2. Sessions on how to build transportation businesses using ITS and electrical vehicles.
- 3. Helping students to indulge in research assignments related to feasibility studies pertaining rural and urban transportation. This will help them to gain experience.
- 4. Facilitate interactions with industry professionals in ITS from US to gain knowledge.

Internships for DTU students and visits for campus placement

HBSS will entertain 3-5 students of DTU for summer internship/ training in their projects. Such students will be exposed to the various technology advancements in the field of ITS and electric vehicles.

Intellectual Property

The prototype developed during this Research will be intellectual property of HBSS. DTU will not share this concept with any other business organization.

Confidentiality

None of the parties shall use or replicate the information confidential to the business/ work of other party without written approval. Also, they will not partner with a business alliance of the other partner without the mutual agreement and consent. Implications imposed due to fraudulent practices carried upon by a partner shall not be the responsibility of the other partner.

HB Software Solutions India PM Ltd

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Tenure

This MoU is valid for a period of 3 years from the date of signing and would be re-evaluated after that for further extension by both the entities.

Termination

This MoU can be terminated by any party by giving one-month notice; prior to the proposed date of termination.

Disputes

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this MOU between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the agreement.

In case of any problem arising with respect to the performance of work under this MOU, the same will be referred to the VC, DTU and CEO, HBSS who will mutually resolve the matter.

In case the same is not resolved, then same may be referred to the sole arbitrator to be appointed by VC of DTU, who will decide the disputes as per the provisions of the Arbitrations and Conciliations Act, 2016as amended from time to time, whose award shall be final and binding, subject to legal remedies available under the law. Such differences shall be a submission to arbitration under the Indian Arbitration and Conciliation Act, 2016 and any modifications, Rules or re-enactment thereof. The arbitration proceedings will be held at Delhi. HB Software Solutions Mia Pyt.

Signed on. L. day of January, 2018 at

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Prof Dr. Samsher Registrar Delhi Technological University

Mr. Satish Ahlawat
Director,
HB Software Solutions India P Ltd.

Witnesses:

1.

2.

MEMORANDUM

OF UNDERSTANDING

Between



BABOL NOSHIRVANI UNIVERSITY OF TECHNOLOGY (BNUT), IRAN

And



DELHI TECHNOLOGICAL UNIVERSITY (DTU), INDIA

MEMORANDUM OF UNDERSTANDING BETWEEN BABOL NOSHIRVANI UNIVERSITY OF TECHNOLOGY, IRAN AND DELHI TECHNOLOGICAL UNIVERSITY, INDIA

THIS MEMORANDUM OF UNDERSTANDING is made on 10th January 2018.

Between

Through Prof. Javad Vaseghi Amiri, of Babol Noshirvani University of Technology (hereinafter referred to as "BNUT"), a technical university located at Shariati Av., Babol, Mazandaran, Iran Postal Code: 47148 – 71167, IRAN of one part (http://en.nit.ac.ir/).

and

Through Prof. Yogesh Singh, of Delhi Technological University (hereinafter referred to as "DTU"), an institute of Higher Education & Research located at Delhi Technological University, Shahbad Daulatpur, Main Bawana Road, Delhi-110042, Tel.: +91-11-27871018, Fax: +91-11-27871023, India (http://www.dtu.ac.in).

BNUT and DTU shall hereinafter be referred to singularly as "the Institution" and jointly as "the Institutions".

- A. DTU is a leading World Class Research and Technological University playing a significant role in National and Global Knowledge Network thus empowering India with the Wings of Knowledge and Power of Innovations. In taking various initiatives to enhance its academic and research capabilities, DTU has established partnerships with various organizations.
- B. BNUT was founded in 1970 by a great benevolent & honourable man and one of the greatest philanthropists of Iran, Late *Seyed Hossein Fallah Noshirvani*. The university with regional leadership in academic and research excellence is located in Babol a city in the north of Iran, 20 km south of the Caspian Sea.
- C. The institutions shall at all times for the common benefit of the institutions agree to use their best endeavour to ensure the success of this Memorandum of Understanding.
- D. The institutions are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis for co-operation and collaboration between the institutions upon the terms as contained herein.

ARTICLE 1 SCOPE OF COOPERATION

- 1.1 The Institutions, subject to the terms of this Memorandum of Understanding and the laws, rules and regulations of the respective country from time to time in force, will endeavour to promote and expand international development, understanding by stimulating and supporting educational, professional, and intercultural activities, involving projects among students, staff and faculty members of BNUT and DTU.
- 1.2 Each institution will endeavour to take necessary steps to encourage and develop an academic exchange in the area of education and research, and have agreed upon the following activities attached in Appendix A of this Memorandum of Understanding based on principles of equality and reciprocity of mutual benefits.
- 1.3 The Institutions agree that the list of activities attached in **Appendix A** and the list of faculties involved under the implementation of this Memorandum of Understanding may be added from time to time with the mutual agreement of the Institutions.

ARTICLE 2 IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS

The Institutions agree to appoint an overall Administrative Coordinator for the administration of this Memorandum of Understanding. The Coordinator will serve as the contact person on respective campus, being responsible for implementing the decisions and ensuring that necessary approvals are in place, and overseeing the productive stay of the visiting students/experts/faculty members and arrangements associated with their visits.

ARTICLE 3 FINANCIAL ARRANGEMENT

- 3.1 This Memorandum of Understanding will not give rise to any financial obligation by one institution to the other.
- 3.2 Each instituion will bear its own cost and expenses in relation to the academic activities under this Memorandum of Understanding.
- 3.3 Any intellectual property developed on collaborative research conducted under this Memorandum of Understanding or any contracts pertaining to fee for services rendered will be addressed on a case-by-case basis under separate agreements.

ARTICLE 4 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 4.1 The protection of intellectual property rights shall be enforced in conformity with the national laws, rules and regulations of the Institutions and with other international agreements signed by the government or the authorized organization in the Institutions' country.
- 4.2 The use of the name, logo and/or official emblem of any of the Institutions as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of either Institution.
- 4.3 Notwithstanding anything in sub-article 4.1 above, the intellectual property rights in respect of any technological development, products and services development, carried out
 - jointly by the Institutions, or research results obtained through the joint activity effort of the Institutions, shall be jointly owned by the Institutions in accordance with the terms to be mutually agreed upon;
 - ii. solely and separately by DTU or BNUT, or research results obtained through the sole and separate effort of DTU or BNUT, as the case may be, shall be solely owned by the Institution concerned; and
 - iii. rights in intellectual property developed by students in the course of exchanges, collaborative or research activities shall be dealt in accordance with the rules and regulations of the Institution.

ARTICLE 5 EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Institutions' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE 6 NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Institutions or so to constitute either Institution as the agent of the other.

MOU between BNUT, Iran and DTU, India

ARTICLE 7 REVISION, MODIFICATION AND AMENDMENT

- 7.1 Either Institution may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 7.2 Any revision, modification or amendment agreed to by the Institutions shall be reduced into writing and shall form part of this Memorandum of Understanding.
- 7.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Institutions by mutual agreement.
- 7.4 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE 8 SUSPENSION

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

ARTICLE 9 SETTLEMENT OF DISPUTES

Any difference or dispute between the Institutions concerning the interpretation and/or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between both the Institutes.

ARTICLE 10 DURATION AND TERMINATION

- 10.1 This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of five (5) years subject to review and modification as mutually agreed upon.
- 10.2 Thereafter, if the Institutions hereto wish to extend the terms of this Memorandum of Understanding, they shall do so by an express covenant in writing.
- 10.3 Notwithstanding anything in this Article, either Institute may terminate this Memorandum of Understanding by notifying the other Institute to its intention to

MOU between BNUT, Iran and DTU, India



terminate this Memorandum of Understanding by a notice in writing, at least six (6) months prior to its termination date. Termination shall be without penalty.

ARTICLE 11 NOTICES

Any communications under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of DELHI TECHNOLOGICAL UNIVERSITY or BABOL NOSHIRVANI UNIVERSITY OF TECHNOLOGY, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Institution 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 DTU:

Delhi Technological University
Delhi Technological University, Shahbad Daulatpur,
Main Bawana Road, Delhi-110042.
India, (http://www.dtu.ac.in)
Tel.: +91 (11) 27871018

To BNUT:

Babol Noshirvani University of Technology
P.O. Box 484, Shariati Av., Babol, Postal Code: 47148 – 71167,
Mazandaran, Iran (http://en.nit.ac.ir/)
Tel: +98 (11) 323 334501 and +98 (11) 323 10973
Facsimile: +98 (11) 323 334201

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, has signed this Memorandum of Understanding.

SIGNED FOR AND ON BEHALF OF DELHI TECHNOLOGICAL UNIVERSITY:

Prof. Yogesh Singh 10/01/2018

(Togesh Singh)

SIGNED FOR AND ON BEHALF OF BABOL NOSHIRVANI UNIVERSITY OF TECHNOLOGY:

Prof. Javad Vaseghi Amiri

10/01/2018

Chancellor

APPENDIX A

THE LIST OF ACTIVITIES BETWEEN BABOL NOSHIRVANI UNIVERSITY OF TECHNOLOGY (BNUT), IRAN AND DELHI TECHNOLOGICAL UNIVERSITY (DTU), INDIA

Based upon principles of international educational exchange (mutual respect and benefit, cooperation, collaboration, and understanding), Delhi Technological University and Babol Noshirvani University of Technology agree to explore the following collaborative activities:

- i. Exchange of faculty members and/or researchers with the objective of offering courses and realizing research projects in areas mutually agreed upon by both universities through prior invitation and in accordance with the procedures and expectations established by each university and the specific department.
- ii. Exchange of undergraduate and graduate students with the objective of enrolling students in courses appropriate to their year and area of study.
- iii. Support reciprocity in university extension activities of common interest.
- iv. Exchange of books, scientific publications, study programs, academic projects, course information, seminars, conferences and any other data and information of common interest.
- v. Develop joint research projects and joint publications.
- vi. Conduct mutual international conferences and workshops and offer dual certificates.
- vii. Conduct double degree programs, in case Iran Ministry of Science may grant BNUT the permission.
- viii. All joint activities will be realized through the mutual agreement and clearly established conditions and mutual obligations of the appropriate university entity.
- * The lists of activities are not exhaustive and may be added from time to time with the mutual agreement of the Institutions.





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Article 5 General Agreement

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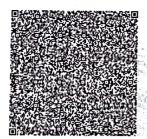
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TATA CONSULTANCY SERVICES LTD

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TATA CONSULTANCY SERVICES LTD

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STORY STORY STORY





Memorandum of Understanding between Tata Consultancy Services Ltd. and Delhi Technological University

This Memorandum of Understanding (MoU) is entered into this 4th day of May 2018 by and between **Tata Consultancy Services Limited**, a company incorporated under the Companies Act, 1956 having its Corporate office at TCS House, Raveline Street, 21 D.S. Marg, Fort, Mumbai 400 001 (hereinafter referred to as "**TCS**"), on the One Part.

And

Delhi Technological University (DTU), Bawana, Delhi 110 042 was established in 1941 (hereinafter referred to as "the AIP Collaborating Institute").

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Recitals

- a. TCS is in the business of Software development and Consultancy Services and other allied businesses for its Clients worldwide.
- b. DTU was established in 1941 and is a Premier University of the country.
- c. The purpose of this MoU is with reference to exploring the areas of cooperation, benefiting both the AIP Collaborating Institute and TCS.
- d. Following the tradition of India's most admired corporate group TATA, TCS has been involved in strengthening the Academic Community around the world through TCS Academic Interface Programme (AIP). AIP has been involved in various programmes to bridge the gap between campus and corporate and thereby enhancing the employability of emerging workforce. Some of these activities are: Workshop for students, Faculty Development Programs for teachers, Student Awards to encourage healthy competition at colleges, Internship Training opportunity for students.
- e. And Whereas DTU has evinced keen interest in the said TCS Academic Interface Programme and offered to be a part of it as a collaborator.

NOW THIS MoU WITNESSETH as follows:

Areas of cooperation

1. TCS agrees to offer a package of TCS Academic Interface Programme, containing the following, to the AIP Collaborating Institute. TCS shall support the student and teacher communities through workshops, Faculty Development Programmes and student internships

Item#	Item Description	Target per year
1.	Workshops for students	4
2.	Faculty Development Programmes	2
3.	Best Student Award	1
4.	Best Student Project Awards	1
	(maximum of 4 students in the team)	- 20/ Cil 1 de de effected placement in TCS
5.	Internship	For 2% of the students offered placement in TCS

2. The AIP Collaborating Institute shall explore the possibilities of supporting TCS in its learning, hiring and research requirements based on mutual convenience.

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- 11. Termination: Either party can cancel or terminate this MoU unilaterally (and without reason), by giving an advance written notice of one month to the other.
- 12. Notices: All notices, requests, demands and other communications under this MoU or in connection herewith shall be given to or made upon the respective parties as follows:

To TCS:

Tata Consultancy Services Limited

TCS House.

Raveline Street, 21 D.S. Marg, Fort,

Mumbai – 400 001.

To the AIP Collaborating Institute: Delhi Technological University

Bawana Road, Delhi – 110 042

or to such other person or addresses as any of the Parties shall have notified to the others.

All notices, requests, demands and other communications given or made in accordance with the provisions of this MoU shall be in writing by letter, fax or telegram.

Tata Code: 13.

The business activities of TCS are self-regulated by the "Tata Code of Conduct." The AIP Collaborating Institute undertakes that it will endeavor to promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS. TCS, in turn, undertakes that it will maintain confidentiality of all communication received.

FORCE MAJEURE: 14.

If either of the two parties is prevented, restricted, delayed or interfered by reason of:

a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;

b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;

c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;

d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of

avoiding obligations herein; Or

e) Any other circumstances beyond the reasonable control of the party affected; then not withstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice to the other party upon becoming aware of an Event of Force Majeure, and mentioning details of the circumstances giving rise to the Event of Force Majeure.

- 3. Confidentiality: Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this MoU("Confidential Information"), either directly or indirectly in any form whatsoever including, but not limited to, in writing, in machine readable or other tangible form, orally or visually (subsequently reduced to writing). Both parties undertake to (i) hold all such Confidential Information in strictest confidence, (ii) not to disclose such Confidential Information either in whole or in part to any person other than those of its officers, employees and agents who need to know the Confidential Information for the purpose authorized hereunder provided that each such officer, employee or agent has agreed in writing to maintain the confidentiality of the Confidential Information in accordance with the terms hereof or (iii) not to use such Confidential Information for any purpose whatsoever save as may be strictly necessary for the performance of this MoU. This clause pertaining to confidentiality shall survive the term of this MoU and remain in full force and effect not withstanding any termination of this MoU.
- 4. **Intellectual Property Rights:** IPR titles or ownership of any products, proprietary information or technology tools, processes, utilities, and methodology including any TCS proprietary products or components thereof used hereunder or development of any deliverables and all new ideas, inventions, innovations, or developments conceived, developed, contributed, distributed or made by TCS hereunder, and all customizations, enhancements and modifications thereof, will not be transferred from TCS to the AIP Collaborating Institute on account of use of the same as part of any work under this MoU and shall always remain with TCS.
- 5. In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this MoU save for any such loss suffered resulting from any wilful and grossly negligent act or omission of either of the parties.
- 6. Neither this MoU, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties agree that this MoU represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.
- 7. Neither party shall issue any press release, public announcement or other such disclosure concerning this MoU without the other party's prior written consent as to such release or announcement.
- 8. This MoU may not be amended without the prior written consent of both the parties.
- 9. This MoU will be effective for three years from 16th April 2018 to 31st March 2021. This MoU can be renewed based on mutual convenience.
- 10. Governing Law: This MoU shall be governed by the laws of India and the Courts in Mumbai shall have exclusive jurisdiction.

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15. **Indemnity:** Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's fees) arising out of or resulting from the material breach of the provisions herein

IN WITNESS WHEREOF THE parties have set their hands hereto on the day and year first hereinabove written under their respective seal of office.

Authorised Signatory

Vice President Services Ptd.

Tata Consultants Services Ptd.

Delhi

Geta

Authorised Signatory

Prof. Shamshtpmerly Delhi-110043
Registrar

Delhi-110043

Registrar

Delhi Technological University Delhi

Witnesses:

1. hijd sy TCS

2. Sugara Port S K-en ARG, Delhi Technologian Univ

MEMORANDUM OF UNDERSTANDING

This MOU is made on Delhi Technological University at Delhi, India

By and Between:

Delhi Technological University through its authorized Signatory Prof. Samsher, Registrar, **DTU** (hereinafter referred to as '**DTU**', which expression shall include all its successors and permitted assigns) of the First Part;

And

CL Educate Ltd., a company incorporated under the Companies Act 1956, having its registered office at Espire Building, A-41, Lower Ground, Mohan Cooperative Industrial Area, Main Mathura Road, New Delhi - 110044, through its authorized Signatory Mr. Nikhil Mahajan (hereinafter referred to as 'CLE', which expression shall include all its subsidiaries, successors and assigns), of the Second Part;

WHEREAS

THIS AGREEMENT made this day, Mach 26...., 2018, between Executive Director & CEO and Vice Chancellor, Delhi Technological University (hereafter referred as DTU), and both are referred to as 'parties'.

1. Whereas CLE is the owner of Trade Mark Career Launcher, Career Launcher (India) Limited, and whereas DTU is a high caliber technical University of national repute with excellence in engineering innovations and teaching.

2.CLE is a group of companies including Career Launcher, CL Media, Accendere, Worldwide Academia-Industry Network (WAIN), Kestone, GK Publication, ETEN, 361 DM, Vista Mind engaged in education, training, publishing and innovation activities in India, Middle-East and South-East Asia though not for profit trust.

It is in involved in providing research incubation services to young innovators, students, faculty researchers in institutions by setting systems and processes, to promote quality research publications and extend support in publishing them in relevant journals / presentation in relevant international conferences.

DEE brings in its reach, geographical spread, relationships with schools and universities,

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educational delivery expertise, related technology platforms, mentoring expertise, and other core competencies to make the partnership successful.

CLE and DTU have agreed to enter into this Agreement as preferred partners for facilitating globally start-up incubation, research incubation in India and bring industry & Academia on a common platform on the terms and conditions as set forth below.

NOW THEREFORE in consideration of the respective covenants hereinafter set forth, the purpose hereto mutually agrees as follows: –

SCOPE OF THE AGREEMENT:

The parties have agreed to establish collaboration to improve the entrepreneurship and start-up Eco-system and assist innovators, researchers and entrepreneurship aspirants in a variety of ways and in accordance to the Terms & Conditions set forth in this Memorandum of Understanding (MOU), CLE and **DTU** agree on the following: -

- 1. Innovation collaboration:
- 1.1 **DTU** to be a partner to CLE for establishing collaboration in various innovation areas and research projects.
- 1.2 CLE and **DTU** agree to continuously work together to generate newer ideas, programs, events, campaigns that benefit the start-up and innovation ecosystem and assist in furthering the purpose of all stake holders including the nation.
- 2. CSR Programs and Research Projects:

This MOU enables DTU and CLE to sign MOUs with third-party corporations and organizations covering the range of services including implementation of CSR initiatives in Delhi and evangelizing the Innovation Funds. The commercial and operational role agreement with the third party can be signed jointly or severally on a case to case basis depending upon the needs and requirements of the corporate. The inter-se supplementary agreement will be signed between DTU and CLE for each such third-party partnership agreement to supplement this broad MOU.

3. WAIN Connect implementation:

Showcasing of **DTU** projects on WAIN Connect platform to corporates and alumni for funding of start-ups.

Corporate sponsored research projects, student scholarships, student summer internships and research fellowships for DTU Start-ups.



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4. Certification courses and Executive Education:

DTU will offer certification courses and executive Education / Training programs in the virtual learning mode on CLE digital platforms in India and Indian Ocean Rim Association (IORA) countries on mutually agreed terms and conditions.

- CLE and DTU agree to partner for MeltingPot2020 (an annual event organized by CLE for bringing academic and corporate leaders on a common platform as well as showcasing work of young innovators). The preferred partnership for MeltingPot2020 is a non-commercial partnership for exchange and facilitation of knowledge sharing and to enable 3-4 students from DTU to showcase their innovation to the participating Corporates, angel investors, thought leaders and other international universities / start-up incubators.
- Both the parties agree to maintain highest standards of governance to uphold tradition of transparency and ethics augmentation.

TERMS:

The Term of this Agreement shall commence from the date of execution of this Agreement and shall be valid for a period of three (3) years ("Term"), unless terminated earlier in accordance with the terms of this Agreement. The Agreement shall be reviewed annually and any amendment made therein shall be made in writing. After the expiry of Term, Agreement may be renewed on terms mutually accepted by both the parties.

REPRESENTATIONS, WARRANTIES AND COVENANTS:

Each Party hereby represents and warrants to the other party that:

It is duly registered and validly existing under laws of its jurisdiction and has the power and authority to enter into this Agreement and to perform their obligations hereunder;

The agreement has no legal binding and direct financial obligations on any of the "parties".

TERMINATION:

This agreement may be terminated by either party by giving three (3) months of written notice to the other party. Upon termination of the agreement, both the parties shall ensure that the termination does not affect any prior obligation or programs/events already planned and in progress.



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FORCE MAJEURE:

In case both the parties hereto are unable to perform their obligations mentioned in this agreement for any period during the tenure of this agreement due to any force majeure conditions (flood, earthquake, riot, etc.) neither party shall be liable for delay in performing, or failure to perform, its obligations under this agreement.

CLAUSE OF CONFIDENTIALITY:

Each Party agrees and undertakes and agrees to maintain the confidentiality of the data and other proprietary information (including the Trademarks) concerning the other party ("Confidential Information"). Further, Each Party agrees that it shall not (except as otherwise permitted in this Agreement) disclose, and shall ensure that directors, officers, managers, employees (including those on secondment), legal, financial and professional advisors and bankers (collectively, the "Representatives") of the Party to whom Confidential Information is made available do not disclose, to any third party any Confidential Information without the prior written consent of the Company or the concerned Party, as the case may be, that contain or otherwise reflect, or are generated from, Confidential Information.

GOVERNING LAW AND DISPUTE RESOLUTION:

Any Dispute connected with formation, performance, interpretation, nullification, termination, or invalidation of this Agreement or arising therefrom or related thereto in any manner whatsoever shall be resolved by mutual discussion or conciliation between the Parties.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have set their hands on the day and year first above written.

For Delhi Technological University, DTU

Prof. Samsher

Prof. Samsher

Registrar, DTU (Govt. of NCT of Delhi)

Registrar, DTU (Delhi) (College of Engg.)
Shahbad Daulatpur, Bawana Road,
Delhi-110042

Signature of Witness

Date: 26/3/18Place: New Delhi For CL EDUCATE LIMITED

Mr. Nikhil Mahajan 10044 Executive Director & CE

Signature of Witness



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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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JITENDRA KAUSHIK

Article 4 Affidavit

Not Applicable

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: JITENDRA KAUSHIK

: Not Applicable

JITENDRA KAUSHIK

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Please write or type below this line_____

MOU between Delhi Technological University (DTU) and Onnyx for creation of a Centre of Excellence in the field of Transportation Engineering at DTU Campus

A. Delhi Technological University (formerly Delhi college of Engineering) (DTU) is a non-affiliating teaching-cum-research University focusing its attention on work quality human resource development, industry relevant and mission oriented research, research centric innovations and on service

Registrar

University

FOR ONNYX ELECTRONIC

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.Hidlestamp.com21auy, discrepancy in the details on this Certificate and as available on the website renders it invalid.

Delhi-110042

2. The onus of checking the legitimacy is on the users of the certificate.

to the community through development of socially relevant technologies. DTU is a tech university "Inspired by Talent and Powered by Innovations".

It has a chequered history spanning over 75 years and has a strong alumni base in India and abroad. The troika of education, research and innovations is the guiding philosophy of DTU and the University is firmly committed to empower India with the "Wings of Knowledge and Power of Innovation". It is committed to foster the power of science and ensure its effective integration to create the might of technology within the campus of the University.

B. ONNYX is a professionally managed ISO 9001-2008 certified Company involved in the business of Integrated Traffic Management Systems & Solution. It has over 20 years of experience in Design, Manufacture, Installation and Maintenance of traffic Signals including complete hardware & software.

ONNYX has nationwide presence and has been working in major cities including Delhi, Kolkata, Bangalore, Mumbai, Bhopal, Jammu & Kashmir etc. In fact the company operates maximum number of traffic Signals among all the companies operating in India.

ONNYX provides Intelligent Transport System for ever growing need of modern cities and have efficient, affordable & environmentally acceptable solutions for sustainable traffic requirements comprising computing, sensing and communication technologies. Onnyx Intelligent Transport System (ITS) solutions help in reducing traffic congestion and coordinate Emergency responses

- C. Now, **DTU** and **Onnyx** have decided to explore creation of a Centre of Excellence in the area of transportation Engineering at DTU Campus. The basic guideline for the same, will be as follows:-
- i) DTU will allott a suitable space in its campus for the centre. The centre will be attached with its Electrical Engineering Deptt. of DTU.
- ii) There will be a Joint Academic Committee with three members from each organization with matching expertise. The members of this Committee will be nominated by the VC of **DTU** and *Onnyx* for their respective members. All decisions related to implementation of the following MoU will be taken by this Joint Academic Committee.
- iii) Efforts will be made by the Joint Academic committe to obtain recognition from the Deptt. of Science and Technology, Govt. of India and also obtaining grant for R & D purpose from various sponsorers.
- iv) DTU and Onnyx will promote the Centre jointly and organise/participate in various Seminars and Workshops taking place in India as well as in abroad from time to time. The centre will also arrange exchange visitors from Industry and academia.
- v) Onnyx will undertake various design and development programme at this Centre. Faculty and students may be engaged for such jobs at a sutable remuneration basis permitting the rules of the DTU. Onnyx will position its own personnel to undertake the development acticities.
- vi) The Centre will enroll upto 6 students from the DTU for summer training for a period of 6 to 8 weeks each year.
- vii) The Joint Academic Committee will float M.Tech. thesis topics at the beginning of the semester. These courses should comply with course structure of DTU M.Tech (3 credits, 30-35 lectures) program.

For ONNYX ELECTRONIC

Registrar Delhi Technological University

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Onnyx will also participate to assist in practical aspect of the work and the subsequent impact analysis. The technologies developed witll be the joint property of DTU and Onnyx.

viii) Registration for M.Tech., M.S. (Research) and Ph.D. at DTU:

Upto three research engineers of ONNYX at any given time may be recommended for admission/registration for the above programmes taken together. Such students shall be governed by the rules and regulations, including those for admission, of DTU as applicable to sponsored full-time/part time students, and pay fees as notified from time to time.

- ix) Joint research and consultancy projects with DTU faculty:
- a. The DTU faculty and Onnyx *Professionals* are encouraged to apply for research funding from various agencies of the Government of India. The budget component of these project proposals should have provision for independent grants to the two organizations with their respective overheads.
- b. Relevant areas of Smart City implementation for joint research and consultancy projects can be decided upon mutual discussion.
- x) Joint Refresher Courses for Industry and Academic institutions:
- i. DTU Faculty and *Industry Professionals* are also encouraged to offer specialized crash courses to private and public sector personnel from industry and academic institutions. The fee structure of such courses should be decided by the Academic Committee.
 - xi) Fostering research driven Innovations:
- i. DTU and Onnyx shall form joint interdisciplinary teams of faculty/ *Industry Professionals* to mentor the student innovations to foster research driven industry relevant innovations, technology incubation and had product development at Knowledge park of DTU. Funds can be obtained from different Govt. initiatives aleady in force in this regard.

Based on the above, DTU should obtain internal approval for creation of the Centre and a Detailed MoA will be worked out in its next meeting

Signed on at	•
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Prof. Samsher Delhi Technological University (Govt. of NOT at 5)	Shri Jitendra Kaushik
(Govt. of NCT of Delhi) Registrar, DTU (Formerly Delhi College of Enco.)	CEO Onno

CEO, Onnyx

Witness:





INTERNATIONAL COOPERATIVE AGREEMENT **BETWEEN** DELHI TECHNOLOGICAL UNIVERSITY, NEW DELHI, INDIA AND

THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA THE UNIVERSITY OF GEORGIA, ATHENS, GEORGIA, U.S.A.

This Agreement is made and entered into on the date of the final signature hereto, by and between Delhi Technological University and the Board of Regents of the University System of Georgia, by and on behalf of the University of Georgia, hereinafter referred to as the University of Georgia.

Whereas Delhi Technological University and the University of Georgia desire to engage in cooperative educational, research, and outreach activities, for the mutual benefit of both institutions, the parties have agreed upon the following:

- I. The parties will jointly develop cooperative programs for students and faculty of the two institutions within the framework of this agreement. The cooperative activities may include faculty and student exchanges, study abroad, collaborative research programs, seminars and workshops, and outreach programs.
- Each activity performed under this agreement will be undertaken pursuant to an addendum that will contain II. the specific terms and conditions governing the activity, as mutually agreed to on a case by case basis.
- III. Each institution will be responsible for funding its own involvement in the cooperative activities contemplated under this agreement, and all such activities shall be subject to the budgetary allocations of the parties.
- All activities developed hereunder will be in accordance with all applicable rules and regulations of both IV. institutions, and all applicable national, state, and local laws, rules and regulations.
- The host institution will provide an appropriate orientation to any hosted students from the other institution. V. Subject to applicable restrictions governing student privacy, the host institution will promptly notify the home institution in the event the host institution becomes aware of an incident affecting the health, safety or welfare of a hosted student, and will cooperate with any home institution investigation into the incident. The host institution will support the home institution's efforts to identify and access emergency medical services, psychological services, law enforcement, and diplomatic resources to support hosted students.
- VI. The University of Georgia appoints the Director of International Partnerships and Delhi Technological University appoints the Dean of Alumni Affairs to coordinate the development and implementation of this agreement.
- All modifications to this agreement must be in writing and signed by both parties. VII.
- This agreement will be in effect for a period of five (5) years from the date of execution and may be VIII. renewed for additional five (5) year periods by the parties. Either party may terminate the agreement with ninety days prior written notice to the other party, provided that such termination will not affect the completion of any activity underway or any previously advertised activity in which commitments to students have been made.

On Behalf of **Delhi Technological University**

Board of Regents of the University System of Georgia By and on behalf of The University of Georgia

REGISTRAR Delhi Technological University Delhi Technological University e of Engg.)

/auiaipur, Dawana Road, Delhi-110042

Dr. Noel Fallows

Associate Provost for International Education

October 2, 2018.

Date

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

DELHI TECHNICAL UNIVERSITY

(DTU, Delhi)

Delhi, INDIA

AND

CSIR – CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE

(CSIR-CEERI)

PILANI, India

Collectively hereinafter referred to as "Institutions"

CSIR-CEERI, Pilani and DTU, Delhi agree to implement this memorandum of understanding.

This MOU is based on the principle of reciprocity and expresses the interest of both Institutions in exchanging scholars, students, academic information and materials in the belief that the research and educational process at both Institutions will be enhanced and that mutual understanding between their respective scholars and students will be increased by the establishment of such exchange programs.

- The Institutions agree to encourage the development of the following exchange programs based on their respective academic and educational needs:
 - Exchange of scientific staff
 - Exchange of students (undergraduate and /or graduate)
 - Joint supervision of M. Tech. and Ph.D. students
 - Exchange of academic information and materials
 - Exchange of periodicals and other publications
 - Organization of joint research programs
 - Organization of joint conferences.
 - Organization of other academic exchanges agreeable to both Institutions
 - Use of laboratory facilities on mutually agreed terms and conditions

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Areas to start this collaboration are listed in Annexure 1. Both the institutions can revisit this list after mutual consultation.

- 2. The parties recognize that the implementation of any exchange program will depend upon the academic interests and expertise of individual staff members and upon the availability of financial resources. Accordingly, the implementation of each exchange program based on this agreement shall be separately examined and determined by both Institutions. The Institutions shall enter into separate agreements regarding the individual exchange programs.
- 3. Faculty/Scientists of either of the institute initiating collaborative work will take care of the usage of their institute resources and conduction of activities as per institute norms. A faculty member from DTU will coordinate with a scientist from CSIR-CEERI for the implementation of this initiative.
- 4. This MOU is not intended to be a legally binding document. It is meant to describe the nature and to suggest the guidelines of the cooperation described above. Nothing therefore shall diminish the full autonomy of either institution, nor will any constraints be imposed by either upon the other in carrying out the agreement.
- 5. The agreement shall become effective on the day representatives of both Institutions affix their signatures and seals, will be in force for a period of 5 years, and is subject to revision or modification by mutual agreement. It is also understood that either institution may terminate the agreement at any time, although it is assumed that such action would only be taken after mutual consultation in order to avoid any possible inconvenience to the other institution.

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Registrar

Delhi Technological University
(Govt. of NCT of Delhi)
(Formerly Delhi College of Engg.)
Shahbad Daulatpur, Bawana Road,
Delhi-110042

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S. Indu
Professor and Head of the Department
Dept. of Electronics and Communication Engg.
Delhi Technological University
(Formerly Delhi College of Engineering)
Bayana Boad, Delhi-110042

Prof.SantanuChaudhury Director

CSIR-CEER!, Pilani, India डॉ. शांतनु चौधुरी / Dr. Santanu Chaudhury निदेशक / Director

सीएसआईआर—केन्द्रीय इतः अभि. अनु. संस्थान CSIR-Central Elect. Eng. J. Res. Institute पिलानी, राजस्था / Pilan, Rajasthan-333031

Witness _____

(S.A Akbar) Head, PMBD

MOU between DTU and CSIR-CEERI (Annexure 1)

Areas from DTU

- 1. Digital Signal Processing.
- 2. Image Processing and Optimization.
- 3. Computational Intelligence, Machine Learning Algorithm, and Soft Computing.
- 4. Big Data
- 5. Data Mining
- 6. Cloud Computing.
- 7. IC Design for IoT Applications.
- 8. Advanced Materials for Electronic and Optoelectronic Devices.
- 9. Sensors, Energy Harvesting, Storage Devices and LEDS.

Areas from CSIR-CEERI

- 1. Computer Vision, Machine Learning, and Artificial Intelligence Algorithms.
- 2. Signal Processing and Optimization Techniques.
- 3. VLSI Design, Embedded Systems and Real-time Embedded and IoT Applications.
- 4. MEMS and Microfluidics based Sensors for Bio-Sensing Applications.
- 5. Nano-sensors and Nano-devices.
- 6. GaN-based Optoelectronic Devices, and Photonic Crystal based Structures and Devices.
- 7. RF MEMS based Switches, Filters and Devices.

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MEMORANDUM OF UNDERSTANDING

Between

Delhi Technological University

(Formerly Delhi College of Engineering)
Bawana Road, Delhi – 110042

And

College of Engineering TEXAS A&M UNIVERSITY

College Station, Texas United States of America

Whereas the above named institutions recognize that cooperating would be of mutual benefit and would serve as an indication of continued interest in joint activities, it is agreed the institutions will explore:

- 1. The potential exchange of faculty for joint teaching and research programs,
- 2. Encouraging the enrollment of qualified students in the other's academic programs,
- 3. Avenues for strengthening partnership and furthering academic excellence in the United States and [foreign country], and
- 4. The potential development of a detailed Memorandum of Agreement.

This Memorandum of Understanding will become effective on the final date of signing and will have a duration of five (5) years. The parties have executed this Memorandum of Understanding on the day and year last specified below:

1 exas A&M University	Delhi Technological University
M. Katherine Banks, Ph.D., P.E. Vice Chancellor and Dean of Engineering	Anu Singh Lather. PhD Pro Vice Chancellor, Delhi Technological University
Date:	Date:

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N.K.Anand, Ph.D., P.E.	Vishal Verma, PhD
Executive Associate Dean of Engineering	Dean International Affairs
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