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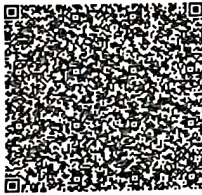
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MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

DEPARTMENT OF ENVIRONMENTAL SCIENCE, INTEGRAL UNIVERSITY

and

Prithvi Innovations

This MoU is made on this day 5th of October 2024

For

INDUSTRY-ACADEMIA COLLABORATION FOR SUSTAINABLE CITY

PREAMBLE:

Integral University (IU) is a private university in Lucknow, the capital of Uttar Pradesh, India. Integral University, the first enacted Minority University in the country, was established by U. P. Act No. 9 of 2004 having its registered office and campus at Dasauli, Kursi Road, Lucknow.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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[Signature]

226026 Uttar Pradesh, India. (Hereinafter referred to as "IU", which expression, unless repugnant to the context thereof, shall mean and include its successors and assignees) through its duly authorized representative, **Dr. Ambrina Sardar Khan, Head, Department of Environmental Science, Integral University is the FIRST PARTY**

AND

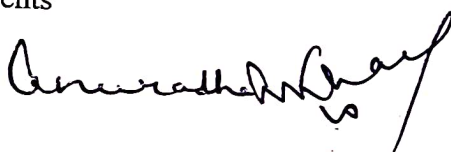
Prithvi Innovations (PI), a non-governmental organization working for environmental conservation and sustainable development, with its registered office at C-127, Eldeco Towne, on IIM Road, Lucknow, "Department of Environmental Science" and "PI" are referred to collectively as 'PARTIES' and individually as 'PARTY' as the context may require.

Whereas Department of Environmental Science has a strong focus on individual growth and the development of essential tools so that its students make a mark in the corporate world and the field of sciences, engineering, information technology, pharmacy, agricultural sciences & technology, law, architecture, planning, design, health & medical sciences etc. These are solidly supported by a highly qualified and trained team of accomplished faculty and robust academic infrastructure. It was established under the Act Number 9 of 2004 by the U. P. State Assembly. Integral University was awarded A+ Grade by the National Assessment & Accreditation Council (NAAC). The University is duly approved by the University Grants Commission (UGC) under section 2(f) and 12B of the UGC Act, 1956, Medical Council of India, Pharmacy Council of India, Indian Nursing Council, Council of Architecture, Bar Council of India, Indian Association of Physiotherapists, National Council for Teacher Education, UP State Medical Faculty. The University maintains a decent and decorous atmosphere in the campus. The campus is highly disciplined and ragging-free, with all modern amenities for pursuit of higher education and research. The campus houses a 550-bedded hospital, as part of the Medical College, with state-of-the-art medical facilities and more than 200 doctors. Integral University is not only an academic institution but also a mission and a vision to make the country progressive and prosperous in all walks of life.

Whereas Prithvi Innovations, was created in 2002 under Societies Registration Act 1860. (Registration No. 344) to provide Sustainable Education & Lifestyle core program that connects one & all to adopt, support & promote eco-friendly living based on waste minimization, resource efficiency, caring & sharing as one big community.

Mission:

To impart sustainable education to students



Sustainable or Green Education
Awareness & Capacity Building Programme
Sustainable Lifestyle
Sustainable Consumption & Production
Green Celebrations
Sustainable Livelihoods
Green Advocacy & Research

Vision Statement:

Our initiatives are Eco-centric solution and innovations, Holistic based multi-dimensional approach and perspective for sustainable life and Planet Earth.

PURPOSE

The purpose of this MoU is to foster collaboration between Department of Environmental Science, Integral University, Lucknow and Prithvi Innovations (PI), a non-governmental organization at C-127, Eldeco Towne, on IIM Road, Lucknow to provide mutual beneficial working opportunity to work for to be in the wake of growing concerns over water scarcity and environmental degradation, the efficient management of natural resources has become paramount. The MoU would facilitate in advancement of knowledge on the basis of reciprocity, best efforts, mutual; benefits and frequent interactions. A collaborative effort between Department of Environmental Science, Lucknow, and PI, LUCKNOW, Uttar Pradesh will help in the development of new courses, capacity building through training, workshops, conferences and awareness campaigns and solving challenges of Climate change and Natural resource crisis. The purpose of the MoU is to state the intentions of the parties in undertaking collaboration, training, and research in various aspects of the environmental issues. parties have common scientific and research interests and will cooperate in performing the activities stated below:

1. Types of Cooperative Activities

The scope of collaboration on activities, to be pursued through this MoU includes, not limited to the following:

1.1. Association for running academic programs related to Environmental Science & and Sustainable Development:

Department of Environmental Science, Lucknow and PI, LUCKNOW, Uttar Pradesh may collaborate for delivering expert lecture for the Department of Environmental

Anuradha Mishra

Science, Integral University, Lucknow. Both the parties will include each of the partner members in their academic bodies as per the requirements and inputs.

1.2. Organizing Awareness Programs and Workshops on Environmental Literacy, Green Education, Green Lifestyle & Livelihood, Building Green Schools or Institutes, Innovative and Holistic Education with Trainings and Capacity building Programme.

Department of Environmental Science, Lucknow and PI, LUCKNOW, Uttar Pradesh may collaborate in organizing programs like mock drills, trainings, workshops, webinars, conferences etc. as per the academic calendar mutually decided by both the partners. PI, LUCKNOW Uttar Pradesh will help in organizing these programs through sharing of resources like providing financial support for organizing the program depending on availability and other resources like human resource and IU, Lucknow will also support by sharing of resources like human resource, providing space for organizing these programs in campus and outside campus etc. under the Department of Environmental Science, Integral University, Lucknow. Both the parties will include each of the partner members in their organizational set up and academic bodies as per the requirements.

1.3. Research collaboration in the areas of mutual interest.

Department of Environmental Science, Lucknow and PI, LUCKNOW, Uttar Pradesh may collaborate in any mutually agreeable field of research and education which will encourage collaboration in research areas of mutual interest such as Ecology and Biodiversity, Atmospheric Science, Waste and Circular Economy. Efforts will be made to share information about ongoing research activities in order to establish contacts and collaboration in-between the professionals working with both parties within similar areas of research. Both the parties will maintain the confidentiality of research activities and research data. Either party can share the data with any third party only after obtaining written consent from the other party. Under the Department of Environmental Science, Integral University, Lucknow will look for industry and academic collaborations that will help in strengthening the centre.

1.4. Exchange of Faculty and Resource Person

1.4.1 PI, LUCKNOW, Uttar Pradesh and Department of Environmental Science, Lucknow will welcome the scientists/academicians and research scholars for exchange of expertise/training in order to update the research scholars in the areas of mutual

Anuradha [Signature]

interest. Details of such proposed visits will be finalized in advance with mutual consent and modalities will be shared among the scientist within a reasonable time. Both Department of Environmental Science, Lucknow and PI, LUCKNOW, Uttar Pradesh will undergo joint training programs of their faculty, staff, research scholars and students with a view to update knowledge, generate awareness and skill development. Expenses incurred in the activities may be borne by the concerned institute/party or as possible if there is funding available for organizing such an activity.

1.4.2 As feasible and contingent upon cognizant parent organizational or departmental approval, both the parties agree to assist their respective faculty members/scientists in developing scholarly exchanges that may include a range of interactions such as research collaborations, joint supervision of UG, PG, doctoral, post-doctoral studies, institutional training and research, specialized lectures, seminars and teaching or submission of joint research proposals/reports.

1.4.3 Each host institution will coordinate and support the visiting members/scientists for office space, library, workplace, NGO for Environmental Conservation and Protection and other privileges appropriate to the level and purpose of the visit, subject to the availability of resources.

1.4.4 Human Resource Development: Academic staff members and students of Department of Environmental Science, Lucknow and researchers and students of PI, LUCKNOW, Uttar Pradesh, the number of which may be decided mutually, will be trained in their short-term projects (Short term projects, UG, PG and Ph.D. Dissertation and summer training programs) in their field of expertise.

1.4.5 Both parties will run joint skill-based certificate courses in specialized areas as deemed appropriate from time to time as mutually agreed to by both parties.

1.5 Joint Research Projects

1.5.1 Interested faculty of either party may, with mutual consent and prior intimation to the other party initiate joint research projects in the areas of mutual interest including research. Subject to the availability of funds, both Parties will take steps necessary to encourage research divisions/departments of their respective institutions and to initiate and conduct collaborative projects consistent with the terms and conditions of this agreement. Such joint research projects will be the subject of definitive specific project agreements and there will be separate MoU for each such project.

1.5.2 The financial arrangement relating to each joint research project will be in accordance with the prior agreement relating to each specific project.

Anuradha *M. Shrivastava*

1.5.3 The terms and conditions for such collaborative research projects would be worked out between concerned parties on a project-to-project basis. The expenditure of a recurring nature, on such collaborative projects, will be shared by both parties subject to prior approval of the respective competent authority.

2.0 Coordination:

Department of Environmental Science, Lucknow designates Dr. Ambrina Sardar Khan, Associate Professor, as Nodal Officer on behalf of Department of Environmental Science, Lucknow to coordinate the activities of the purview of MOU.

General Secretary Anuradha Gupta, Prithvi Innovation, LUCKNOW, Uttar Pradesh on behalf of PI, LUCKNOW, Uttar Pradesh will be coordinating all activities under the purview of MOU.

3. Publication and Intellectual Property

3.1 The information on research results and scientific material (reports/articles and books) will be exchanged freely, keeping in mind the mutually agreed upon provisions of Intellectual property rights. Intellectual property developed by the collaborative institute during the course of this agreement shall be owned by both parties. Each party may use such property for research and scholarly purposes. Department of Environmental Science, Lucknow, and PI, LUCKNOW, Uttar Pradesh agree to collaborate towards the protection, and application of such intellectual property for commercial and other purposes on mutually acceptable terms, to be worked out through negotiation in advance between them, if considered appropriate by both the parties.

3.2 Any publication, arising from the research projects, the main collaborators of the research project of both parties shall include the other party as co-author and shall also acknowledge the contribution of each other in the research project, unless informed otherwise in advance.

3.3 Nothing in this Agreement shall affect the ownership of any Background Intellectual Property existing prior to this Agreement or generated outside the Trial which one Party agrees to make available to the other party in the course of the Trial.

3.4 All Results shall be owned as follows:

3.5 All results created, generated or developed solely by employees, students or agents of water related studies shall belong to Prithvi Innovation, Uttar Pradesh; and

3.6 All Results created, generated, or developed solely by employees, students or agents shall belong to Department of Environmental Science; and

Anuradha Gupta

3.7. All Results created, generated, or developed jointly by employees, students, or agents of the Prithvi Innovation, at C-127, Eldeco Towne, On IIM Road, Lucknow and Department of Environmental Science (Joint IP") shall be jointly owned by both the Parties.

3.8 Both the Parties agree that the process of commercializing the Joint IP shall be the joint responsibility of both Parties. The Parties will enter into a revenue sharing agreement, where necessary to do so, and agree for a fair and equal distribution of any exploitation income arising from the Joint IP (after deduction of direct costs and reasonable fees, as mutually agreed to, on case-to-case basis), separately for each joint IP.

3.9 Each Party hereby agrees to grant the other party a non-exclusive, indefinite, fully paid-up, royalty-free license to use the Intellectual Property in its Results and its rights in any Joint IP for the mutually agreed to non-commercial research and development purposes. Other than as expressly set out in this agreement, neither party shall use the results of the other Party without prior written consent of the owning Party.

4. Confidentiality

4.1 Neither Party shall, without the express and written permission of the other party in advance, disclose any confidential information to any third Party, person, entity, etc. in any manner, directly or indirectly.

4.2 For the purpose of this AGREEMENT, "Confidential Information" shall mean any and all technical or non-technical information or know-how relating to the business, services and/or products, including without limitation of any research, products, services, ideas, know-how, methods, business plans, developments, inventions, trademarks/logos, processes, techniques, designs, components, parts, documents, drawings, electronic files, data, sketches, plans, programs, specifications, software, and/or distribution, engineering, marketing, customer, vendor, financial, merchandising, sales, and employees' information and/or other materials which are disclosed by one Party or on its behalf to the other Party or its employees or agents, directly or indirectly, in writing, orally, electronically, or by drawings or inspection.

4.3 However, it excludes any information which is already in the public domain or becomes published or available to the public which does not tantamount to breach of this Agreement or any confidentiality obligation owed to the disclosing Party, but confidential Information shall not be deemed to be in the public domain merely because any part of the said Confidential Information is embodied in general disclosures or

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Anirudha

because individual features, components or combinations thereof are known or become known to the public;

4.4 Rightfully received from a third party without breaching any obligation of confidentiality under this agreement and that the received information is not derived out of or as a result of the confidential information disclosed by the Disclosing Party pursuant to this AGREEMENT.

4.5 Independently developed by employees or agents of the receiving Party without direct or indirect access to or use of the Confidential Information of the disclosing Party

4.6 Known to the receiving Party at the time of disclosure without an obligation of confidentiality; or

4.7 Produced in compliance with applicable Law or a court order, provided that the receiving Party first gives the disclosing Party reasonable notice of such Law or order and gives the disclosing Party opportunity to oppose and/or attempt to limit such production, unless the Law or court order prohibits giving of such notice. In such cases, the receiving Party will only disclose those portions of the Confidential Information that are legally required to be disclosed in pursuance of a court order and will use all reasonable methods to maintain the confidential treatment of such Confidential Information.

5. General Conditions


5.1 This AGREEMENT does not establish a joint venture or partnership between the Parties. The AGREEMENT does not imply any financial obligations or legal binding on either party and is intended only to provide the general guiding principles and key terms and conditions for initial co-operation and to facilitate further discussions.

5.2 Financial obligations with regard to any programs/activities shall be discussed, arrived at with mutual consent and acted upon by the parties through separate agreement for the purpose in writing.

5.3 Both the parties hereby agree, under this AGREEMENT, to indemnify and hold each other harmless.

5.4 Both the parties shall mutually respect the confidentiality and intellectual ownership of information shared between them.

5.5 The new intellectual property being developed /generated jointly under this Agreement will carry the equal rights of ownership between IU and Prithvi Innovation, Uttar Pradesh.

 Anuradha

6. Term and Termination

6.1 This AGREEMENT will be effective for 3 years from the date of signing. It may be further renewed by mutual consent in writing.

6.2. Amendments and additions may be made to the AGREEMENT with the written consent of both the parties.

6.3. AGREEMENT can be terminated by either party with minimum 90 days advance notice in writing to the other party.

7. Governing Law and Dispute Resolution

7.1 The validity, interpretation, enforceability and performance of this AGREEMENT shall be governed and construed in accordance with the Laws in India.


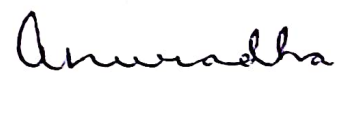
7.2 Venue of settlement for any disputes that may arise under this AGREEMENT shall be in Lucknow.

7.3 Disputes arising between the parties out of or in connection with this AGREEMENT shall, as far as possible, be settled amicably through mutual discussions at appropriate level.

7.4 If amicable settlement cannot be reached within 30 days from the date of the occurrence of the dispute, the matter under dispute shall be finally settled without recourse to the courts, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and amendments thereto, if any. The arbitration shall be conducted by the Arbitrator(s) appointed by mutual consent of both the parties in accordance with the rules of the said Act. The arbitral award shall be final and binding upon both the parties. The arbitration proceedings shall be held at Lucknow. All proceedings conducted, including all documents presented in such proceedings, shall be in English language.

8. Notices

Any and all notices, consents, claims, requests or other communications required or permitted to be given under any of the provisions of this AGREEMENT shall be in writing either through facsimile or by mail to be delivered by hand or by post under acknowledgement. The notice shall be deemed to have been received on the next day of transmission, if sent through facsimile, and within five days of the date of dispatch if

sent through the mail. The notice aforementioned shall be given in attention of the concerned persons at the following addresses or to such other address as any Party may specify by notice to the other Party in advance.

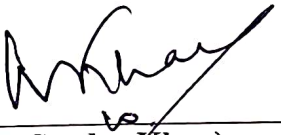
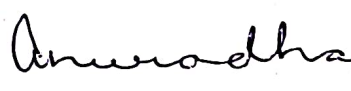
In the case of IU, Lucknow:

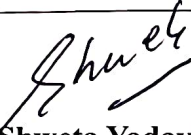
Dr. Ambrina Sardar Khan
Integral University (IU)
Dasauli, Kursi Road, Lucknow, Uttar Pradesh-226026

In the case of the Prithvi Innovation, Lucknow:

(Anuradha Gupta)
General Secretary, Prithvi Innovations
C-126, Eldeco Towne,
On IIM Road,
Lucknow, Uttar Pradesh
India - 226013

IN WITNESS, WHEREOF, parties hereto set and subscribed their respective hands on the day and year first herein above written.

SIGNED AND DELIVERED BY THE FIRST PARTY	SIGNED AND DELIVERED BY THE SECOND PARTY
	
(Dr. Ambrina Sardar Khan) Associate Professor, HoD Department of Environmental Science Integral University (IU), Lucknow, Uttar Pradesh	(Anuradha Gupta) General Secretary, Prithvi Innovations Lucknow

PARTY OF THE FIRST PARTY	PARTY OF THE SECOND PARTY
 (Dr. Shweta Yadav) Assistant Professor, Integral University (IU), Lucknow, Uttar Pradesh	