

MEMORANDUM OF UNDERSTANDING

Between

Madan Mohan Malaviya University of Technology, Gorakhpur

And

URJA Gasifiers Private Limited, Gorakhpur

Madan Mohan Malaviya University of Technology, Gorakhpur (hereinafter referred to as "MMMUT") is a premier technological University engaged in imparting professional education besides research, innovation, technical training, and consultancy for more than the fifty years as Madan Mohan Malaviya Engineering College, Gorakhpur and as Madan Mohan Malaviya University of Technology, Gorakhpur since 1st December 2013.

AND

URJA Gasifiers Private Limited, Gorakhpur (hereinafter referred to as "URJA") is an ISO 9001 2008, ISO 14001 2004, OHSAS 18001 2007 certified company and approved by NSIC & registered under Indian Companies Act 1956 and with its registered office at 377, Purdilpur, M.G. College Road, Gorakhpur (U.P.) India. The company is committed to developing renewable energy systems to provide a cheap & clean source of thermal & electrical energy especially to small & medium scale industries against the unstable grid power supplies, the rising cost of petroleum products & developing renewable energy based Eco-friendly systems to help reducing the ever increasing environmental pollution. The company is already into the business for last 14 (Fourteen) years with its own Technology and R & D.

In view of the common interest of development of clean technologies, philosophies and professional objectives the **MMMUT and the URJA** resolve to join hands for contributing towards the attainment of common objectives through collaborative research & development activities, innovative practices and innovations, projects & dissertations at undergraduate and post graduate level programmes in the **MMMUT** for the overall benefit of the society at large and also on other contemporary issues related to popularization of use of renewable energy technologies in the country.

In order to enhance the above objectives, **MMMUT and URJA** have agreed to sign this Memorandum of Understanding. The details of the understanding are as follows:

1. **MMMUT** shall be assigning problems for B.Tech. Projects / M.Tech. Dissertations / Ph.D.Thesis in consultation with **URJA** for being carried out by the students.
2. **MMMUT and URJA** shall join hands for organizing and imparting development / awareness programmes and other training modules for the students / working professionals / corporate / public. The **MMMUT** will be the anchor partner and **URJA** shall act as the associate partner for all such programmes.
3. The area on which the development, awareness, training programmes etc. will be organized shall be decided with the mutual agreement between **MMMUT and URJA** and each development activity or training programmes will be treated as an independent stand alone project.
4. **MMMUT and URJA** shall provide their expertise, resources both human and infrastructural to implement and supplement trainings, projects including research & innovation and assignments, to each other to implement the project in the best interest of the society.
5. For every activity there will be a Coordination committee to ensure the smooth and professional conduct of the programmes which shall be nominated by the Vice Chancellor, **MMMUT** and shall comprise of senior officials of **MMMUT and URJA** as designated by them.
6. All the expenses/revenue pertaining to various research & development, innovation programmes and training programmes under this MoU shall be decided mutually by the **MMMUT and URJA** for each activity separately, however **URJA** shall be the major funding partner. It is quite likely that in certain activities related to UG/PG non-commercial projects carried out by the students of **MMMUT** there is no financial implication, however the exposure to the technologies and facilities at **URJA** shall be made accessible free of cost.
7. The surplus revenue generated in any activity / income from transfer/sale or permission to use technology/product/process/practices after IPR will be shared between **MMMUT and URJA** in the ratio of 50:50 after the settlement of audited and verified expenses at the end of each financial year shall be done by **URJA** upto the satisfaction of **MMMUT**. The Office of Dean R&D shall be coordinating office for such activities.
8. The marketing, promotion, advertisement of development programmes and other Training programmes may be done on project to project basis after mutually discussing the need and consent of both parties.
9. Financial rules of **MMMUT** as applicable shall be enforced on the expenditure of the funds provided by **MMMUT** while **MMMUT** shall have no regulation on the expenditure of the funds provided by **URJA** for any activity.
10. Either of the parties should neither use nor disclose any outcome of the collaborative activity for commercial purpose without the written consent of **MMMUT and URJA** except for academic / research publications as per requirement of **MMMUT** for academic purpose.

However, it shall be under obligation to disclose the name of **MMMUT and URJA** as its joint creator. The money received in MMMUT shall become part of its revenue generation.

- 11. Copyright & IPR for any product, technology, process, activity or innovation developed jointly shall rest with both the parties i.e. **MMMUT and URJA**, irrespective of extent of involvement in the development process of the same. Both the parties shall be free to use all such material under mutually agreed terms & conditions & not hampering each other's interest but it shall be obligatory for both the partners to disclose the names of both MMMUT and URJA as their creators.



Arbitration: The Hon'ble Vice Chancellor, Madan Mohan Malaviya University of Technology, Gorakhpur shall be the sole arbitrator in the event of any dispute, difference or question arising out of or in any way touching or concerning the present agreement or the subject matter hereof on the respective rights, duties or liabilities of the parties under or in respect of this Agreement. The award / decision of the Arbitrator shall be final and binding on both the parties.



Exit Clause: Either party can revoke this memorandum of understanding by giving one month's notice to the other party only after the ongoing collaborative activities are complete as per its' prescribed objectives. The reason for revoking the understanding is not mandatory to be cited. But before invoking the revoking process, all the expenses shall be settled and there should not be any unsettled payment due to any one. In case of revoking the MOU, the escrow operator shall disburse the remaining funds in the escrow account in the ratio of respective funding proportion for the respective activity, after ensuring that there are no pending expenses.

The MoU is signed day of at

signatures: 
Name: Ajay Kumar Jaiswal.
Designation: Managing Director
 URJA Gasifiers Private Limited
 Gorakhpur .


Name : Prof. Uday Shankar
Designation : Dean (Research & Development)
 Madan Mohan Malaviya University of Technology
 Gorakhpur.

Witness: 
 1. (H.R. Jaiswal)
 2. 
 (RAJKAMAL BISWAS)

Witness: 
 1. (K.G. Upadhyay) Dean An.
 2.  (Dr. S.K. Srivastava) for H M E D