

MEMORANDUM OF UNDERSTANDING

BETWEEN



Harcourt Butler Technical University

Nawabganj, Kanpur -208002, Uttar Pradesh, India

AND



EHM Consultancy Private Limited

53 A Vikas Nagar Kanpur - 208024

(Incorporation No-U93090UP2019PTC115833)

Memorandum of Understanding

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 11th DAY of September, Two thousand and Twenty-Four (11.09.2024), by and between **HARCOURT BUTLER TECHNICAL UNIVERSITY (HBTU)**, KANPUR, represented herein by its Registrar, HBTU, Kanpur (hereinafter referred as "**First Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators, and assigns).

AND

EHM Consultancy Private Limited (hereinafter referred to as "EHM") a company incorporated under the Companies act 2013 (18 of 2013) with its Registered Office at 53, Vikas Nagar, Kanpur Nagar, Uttar Pradesh, 208024 of the **Second Part**.

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party is engaged in Technical Educational, Testing & Consultancy and named as: HARCOURT BUTLER TECHNICAL UNIVERSITY (HBTU), KANPUR.
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- C) Both parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- D) M/s. EHM the second party is engaged in providing sustainable solutions to public and private organizations with in-house experts on a wide range of strategic, site-specific ecological and sustainability issues.

RELATIONSHIP BETWEEN THE PARTIES:

It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither party is authorized to use the other party, name in any way to make any representatives or create any obligation or liability, expressed or implied,

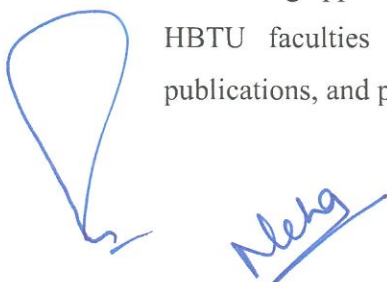


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on behalf of the other party, without the prior written consent of the other party. Neither party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other party, to pledge the other party's credit, or to extend credit on behalf of the other party. There will not be any legal binding on any party, The MOU would be taken as mutual healthy benefit for both the parties. The first party would work as per the University norms and time to time changes in norms would be acceptable to the second party.

OBJECTIVE OF THE MOU:

- a) Scientific and technical services and support in the areas of pollution monitoring and modeling, environmental data analyses and assessment, and technology developments/ solutions and their testing/verifications for pollution abatement.
- b) Faculty resource support for project planning and implementation organizing skill development and knowledge resource programs.
- c) Facilitation of networking opportunities with industries, MSMEs/ Startups, investors, and other stakeholders.
- d) Collaborating on the development of joint proposals for research and service projects, initiatives, or grant applications. Leveraging combined expertise to create compelling proposals that address critical environmental challenges and opportunities.
- e) Engaging in joint product or services development initiatives aimed at addressing emerging environmental needs or gaps in the market. Utilizing the incubation facilities and expertise to prototype, test, and refine innovative solutions for environmental monitoring, assessment, or abatement. Additionally, supporting the commercialization of developed products or services through strategic partnerships, market research, and business development support.
- f) Provide internship opportunities for students to gain hands-on experience in real-world business environments, enhancing their practical skills and employability, while also potentially offering opportunities for faculty members to engage in consultancy projects or collaborative research endeavors with EHM.
- g) Organize workshops, seminars, and guest lectures to facilitate knowledge exchange and networking opportunities between industry professionals and academia, benefiting both HBTU faculties and EHM by fostering collaborative research projects, joint publications, and potential business opportunities.

A blue ink scribble on the left side of the page, resembling a large, irregular loop. To its right is a handwritten signature in blue ink that appears to read "Nehg".

- h) Engagement of EHM in Environmental and sustainability planning and consultancy support as required by the HBTU.
- i) EHM and HBTU intend to work together towards the concept building and business development dedicated to circular economy and sustainable development goals.

CONFIDENTIALITY

During and for a period of MOU from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.

ACTIVITIES AND PROJECT

Each collaborative activity or project to be initiated under this MoU will be subjected to a Supplementary Agreement between the Parties. Such Agreements will set out the Party's obligations, responsibilities and the conditions relating to each activity or project and compliance with applicable laws, rules, regulations, and procedures of the host institution.

INTELLECTUAL PROPERTY RIGHTS

Both partner organizations will ensure that any results and publications originating from this collaboration will be available in both India and (partner organization) will ensure that all results are discussed with each other, and due credit is given while filing patent application or publishing articles.

NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be non-exclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

TERMS OF COLLABORATION AND TERMINATION

This MoU takes effect on the date the last Party signs and will continue for a period of 3 years only. The Parties may agree in writing to extend it for a further period to be determined.

MODIFICATIONS

The modification in the Agreement can be done with the mutual consent of both the parties.

RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

EFFECTIVE DATE AND DURATION OF MOU

This MoU takes effect on the date the last Party signs and will continue for a period of 3 years only. The Parties may agree in writing to extend it for a further period to be determined.

JURISDICTION

This agreement shall be governed by the Laws of India Union in force. Both the parties here in agree that all disputes between them shall be subjected to the jurisdiction of courts in Kanpur Nagar district of Uttar Pradesh.

ARBITRATION

Any dispute arising between the parties, if not resolved between them, shall be referred, after mutual consent of both parties, to an arbitrator. The selection of the arbitrator shall be decided by the aforementioned parties. In the event of any dispute, the jurisdiction for the resolution shall be the court of law in Kanpur Nagar, Uttar Pradesh.

IN WITNESS WHERE OF, the Parties, through their duly authorized representatives, hereby agree to the provisions of this Memorandum of Understanding, drawn up in two originals.





(Prof. S.K.Sharma)
REGISTRAR

Harcourt Butler Technical University
Kanpur

GSTIN: 09AAALHO730N1Z2
PAN: AAALHO730N
Date: 11th September, 2024

Witness:

1. 
11/9/2024
(Jitendra Bhaskar)

2. 
11/9/2024
(Prof. G.L. DEVNANI)


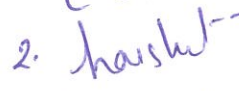
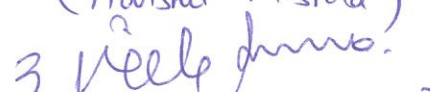


Mrs. Neha Shukla
DIRECTOR

M/s EHM Consultancy Pvt. Ltd.
(Incor.No-U93090UP2019PTC115833)

GSTIN: 09AAFCE4511L1ZK
PAN: AAFCE4511L
Date: 11th September, 2024

Witness:

1. 
(Utsav Mishra)
2. 
(Harshit Mishra)
3. 
(VINOD MISHRA)