



20 Dec 2022  
to  
19 Dec 2024 } 2 yrs

### Memorandum of Understanding

This Memorandum of Understanding (the "MOU") is entered into this 20<sup>th</sup> day of December, 2022, by and between Environmental Defense Fund, Inc. ("EDF"), a New York not-for-profit organization, registered under the laws of the State of New York in the United States of America, located at 257 Park Avenue South, New York, NY and St. Xavier's College (Autonomous), Kolkata, ("St Xavier's") a Higher Educational Institution, having its office at 30, Mother Teresa Sarani, Kolkata 700016, West Bengal, India ("Collaborator"), hereinafter referred to collectively as the "Parties" and individually, a "Party".

#### I. RECITALS

WHEREAS, EDF is a global non-governmental, non-profit organization headquartered in New York whose mission is to preserve the natural systems on which all life depends, and guided by science and economics, to find practical and lasting solutions to the most serious environmental problems.

WHEREAS, St Xavier's is renowned, autonomous college, whose vision is to promote a society based on love, freedom, liberty, justice, equality and fraternity. The college, principled on the motto "NIHIL ULTRA" meaning "NOTHING BEYOND", aims to cater quality education which will enable students to excel in academics and also motivate them towards character building, leadership, extra and co-curricular activities.

WHEREAS, EDF and St. Xavier's wish to collaborate towards establishing newer techniques of air pollution monitoring and mitigation, models for low carbon development, and expanding knowledge in the domains of air quality, climate change, and low carbon development. The MOU will help in capacity building for St. Xavier's, in the form of practical training for students, field experiments, workshops, and internships overseen by the IIT Delhi, and EDF ) (the "Purpose"), and

WHEREAS, the Parties hereto acknowledge and agree that Sections III – XX are meant to be legally enforceable obligations.

#### II. OBJECTIVES

Through this MOU, the Parties have as their objective to formalize a mutual collaboration, with the following objectives:

- i. To establish a long-term relationship with the research institution to facilitate studies on air quality, and low carbon development.
- ii. To help build indigenous capacity on air pollution monitoring, assessment and mitigation amongst students and faculty.
- iii. To provide unique opportunities for the students of St. Xavier's to gain exposure on ground implementation of scientific policy(s).
- iv. To establish a collaboration with EDF and technical partners like IIT Delhi for training of students for dissertation research .

- v. To provide logistical support to EDF and technical partners in the city of Kolkata.

### III. RESPONSIBILITIES OF THE PARTIES

The approach to the collaboration and responsibilities of the parties is based on the scope of work as follows:

- i. Internship program for students, led by St Xavier's, and facilitated by IIT Delhi, to gain hands on experience on the pilot project titled – Local Air Quality Management Plan (LAMP) at Kolkata
- ii. Students to conduct review of literature, perform field surveys, data collection and preliminary data analysis, as part of short-term internships
- iii. EDF may seek expertise of the lab(s) involved in specific projects along with advice on data validation and preparation of action plan for air quality projects.
- iv. Students to work closely with EDF and technical partners to develop micro emission inventories, carry out mobile monitoring and developing training modules
- v. Work jointly to increase public understanding of air pollution, climate change, low carbon development and how individual daily activities may contribute to it, and potentially trigger behavioral changes to reduce and eventually end these activities in the city of Kolkata
- vi. Faculty member(s) may be nominated to be a part of high-level advisory committee(s) for specific projects
- vii. Use of college premises for training and capacity building workshops, to be conducted by EDF and external technical partner, like IIT Delhi
- viii. St Xavier's to provide a dedicated room within the college premises, accessible to EDF staff and technical partners. This will be used as a command center for the duration of the project and air pollution monitoring equipment will be stored here.

### IV. TERM AND TERMINATION

This MOU will begin upon signature of all Parties and will remain in full force and effect until 19<sup>th</sup> of December, 2024, ("Expiration Date"), or until terminated, whichever occurs first. Any extension beyond the Expiration Date must be in writing and signed by the Parties before the Expiration Date.

Either Party may terminate this MOU at any time upon ten (10) days' prior written notice for any reason.

Upon the termination of this MOU or the completion of the Purpose, whichever is earlier, each Party shall deliver to the other all work-in-process deliverables or final deliverables, including assigning all rights (if necessary) to such final deliverables and work-in-process deliverables, prepared for or in connection with this MOU, to each respective Party to this MOU.

### V. TRANSFER OF FUNDS

This MOU does not contemplate the exchange of funds nor obligate any Party to provide remuneration or financial support to the other of any sort. The Parties shall each be and remain responsible for funding their own activities in connection with this MOU and generally related to their respective missions and operations. Any transfer of funds between the Parties will be the object of a separate services or other appropriate agreement, with the inclusion of terms and conditions in accordance with the commercial nature of any such agreement, reflective of the internal procedures of each Party, and duly signed by both Parties.

### VI. CONFIDENTIALITY

The Parties may disclose valuable Confidential Information to the other during the term of this MOU. "Confidential Information" means any oral, written, graphic or machine-readable information including, but not

limited to, that which relates to research, product plans, products, developments, inventions, processes, designs, drawings, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, customer information and data, aggregated user data, aggregated product data, marketing or finances of the party disclosing such information (the "Disclosing Party"), whether or not marked or designated as "confidential." The Party receiving the Confidential Information (the "Receiving Party") shall: (a) safeguard Confidential Information with equivalent to or greater precautions it takes to protect its own Confidential Information, but no less than a reasonable degree of care; and (b) not disclose Confidential Information to any third party, other than to its employees, officers, wholly controlled affiliates, or attorneys ("Representatives") who: (i) need to know such Confidential Information for the purpose of furthering the Purpose and (ii) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein (and the Disclosing Party shall be liable for the breaches of its Representatives). Receiving Party will return, or at Disclosing Party's election, destroy (and certify in writing such destruction) all Confidential Information upon the termination or expiration of this MOU, or earlier at the request of Disclosing Party. The exchange of any protected personal information is not contemplated by this MOU and should not be undertaken absent a specific agreement to do so.

The Receiving Party's obligations shall apply to all Confidential Information, except information that: (a) was in possession of the Receiving Party without restriction before receipt from the Disclosing Party; (b) is or becomes publicly available without breach of this MOU; (c) is independently developed by the Receiving Party, as proven by its written records; (d) is rightfully received by the Receiving Party from a third party without obligation of confidentiality. The Parties acknowledge that the use of know-how and experience gained and independently retained, without reliance on the other's Confidential Information, is not restricted by this MOU. A Party may disclose Confidential Information if required to do so by law or valid court order or request by any government or regulatory authority.

#### **VII. TITLE AND USE OF INTELLECTUAL PROPERTY**

a) INTELLECTUAL PROPERTY. Pursuant to this MOU, the Parties may produce documents, reports, studies, photographs, maps, as well as documents and product-specific documents (collectively "Works"). Unless otherwise agreed to by the Parties in writing, the copyright and other intellectual property rights in any such Work will belong to the Party that creates and/or produces the Work.

If a Work is jointly produced by the Parties, the copyright will be owned jointly by the Parties. In all cases of co-authorship, the Parties are hereby authorized to use and distribute the work for the Purpose without prior authorization from the other. Any rights that must be secured in order to affect the foregoing will be secured by the Party contributing or incorporating any such third-party material(s).

b) DISTRIBUTION. No Party may publish or otherwise distribute the Work of another Party without the prior written consent of the other Party, provided, however, jointly produced Work shall not require the prior written consent of either Party to publish or otherwise distribute.

c) NAMES AND LOGOS. The names and logos of the Parties are trademarks; as such, they may not be used for any purpose without the prior express written permission of their owners and all uses thereof shall inure to the benefit of their owners.

#### **VIII. REPRESENTATIONS**

Each Party represents that it: (a) has the right to engage in the activities contemplated by this MOU; (b) will operate its activities in a lawful, professional, and workmanlike manner, in accordance with then-current,

accepted industry standards, (c) will comply with all laws applicable to its business and activities; (d) will not infringe, misappropriate or violate the property or intellectual property rights, confidentiality or established privacy rights of any third party; (e) will not engage in any activities that require it to register, identify or report their activity as a lobbyist nor engage in any electoral or political campaign activities (including any direct or indirect influencing of the outcome of any election or financing electioneering communications).

**IX. INDEMNIFICATION**

Each Party agrees and acknowledges that it shall defend, indemnify and hold harmless (such Party, the "Indemnifying Party") the other Party (the "Indemnified Party") and such Indemnified Party's affiliated organizations, and its respective directors, officers, employees and agents from and against any and all third party claims, liability, damages, loss, obligations, suits, demands, costs, charges, fines, fees, penalties, interest and expenses (including reasonable attorney's fees) arising from the Indemnifying Party's breach of the representations and warranties in this MOU or as a result of the Indemnifying Party's gross negligence or willful misconduct in performing under this MOU.

**X. SEVERABILITY**

If any term or provision of this MOU shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining terms and provisions shall not in any way be affected or impaired thereby and shall be valid and enforced to the fullest extent permitted by law.

**XI. OTHER COLLABORATORS**

This MOU is not exclusive and does not preclude the Parties from establishing similar agreements and/or contracts with other individuals, corporations, agencies, and public or private organizations. The Parties recognize the importance of continuing to cooperate and work with other Collaborators in programs of mutual interest and to be able to, by means of a written document signed by the Parties, invite other Collaborators to participate in the activities implemented under this MOU pursuant to comparable terms.

**XII. NO JOINT VENTURE**

The Parties agree that they are not entering into a legal partnership, joint venture, agency or other such business arrangement through this MOU. The Parties will not refer to or treat the arrangements under this MOU as a legal partnership, agency, or endorsement nor otherwise take any action inconsistent with such intention.

**XIII. RESPONSIBILITY**

Each Party shall be solely responsible for the actions and/or omissions carried out by its own employees, agents, and representatives involved in the implementation of the objective of this MOU, accepting responsibility for the repair of any possible damage caused in the performance of this MOU, whether to another Party, or to third parties. Nothing herein shall be construed as creating joint or several liability among the Parties.

**XIV. ASSIGNMENT**

No Party may assign or transfer its rights and obligations under this MOU without the prior written consent of the other Parties.

**XV. NOTICE**

Any notices, requests, demands, and determinations under this MOU (other than routine operational communications) will be in writing, which may be by electronic communication, and will be duly given by verifiable means either upon receipt via express, overnight or certified courier or mail with a reliable system for tracking delivery, delivery costs paid, sent to the address listed on the first page of this MOU, or if by email verification of "read receipt" opened by recipient. A Party may change its address or designee for notice

purposes by giving the other Party prior written notice of the new address or designee and the date upon which it will become effective. EDF's notice party shall be *Rolla Salem*, whose email address is [rsalem@edf.org](mailto:rsalem@edf.org), and Collaborator's notice party shall be *Dr. Sharadia Dey*, whose email address is [sharadia@sxccal.edu](mailto:sharadia@sxccal.edu).

**XVI. GOVERNING LAW, DISPUTE ESCALATION AND VENUE**

This MOU shall be governed by and construed according to the laws of England. In the event of a dispute between the Parties, the Parties shall be required to first attempt to resolve such dispute internally by negotiation and consultation by and between employees of an authority who can sign-off on a resolution. Commencement of such negotiations shall be deemed to have been initiated upon written notice of intent to commence such informal negotiations, which notice may be by email ("Notice of Dispute"). In the event that such dispute is not resolved on an informal basis within thirty (30) days from receipt of the Notice of Dispute, either Party may submit such dispute to arbitration, which shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "Rules") by one arbitrator appointed in accordance with the said Rules. The seat of arbitration will be London. The language of arbitration shall be English. The arbitrator shall have no authority to award consequential damages and/or award fees. The costs of arbitration (including without limitation filing fee, fees and expenses of arbitrators, fees and expenses for experts etc.) shall be borne equally by the Parties. Each party shall bear the cost of its own presentation including preparation and post-hearing briefs, if any.

**XVII. SURVIVAL**

Sections VI, VII, IX, XVI and XX of this MOU, in addition to all terms which by their nature represent mutual commitments of the Parties and which would reasonably be interpreted to be obligations intended to survive termination of this MOU, shall remain effective after termination.

**XVIII. ENTIRETY**

This MOU, including any attachments, embodies the entire and complete agreement and understanding between the Parties, and any amendment to this MOU will only be valid if in writing and signed by the Parties.

**XIX. COUNTERPARTS**

This MOU may be executed in one or more counterparts, but all of which together shall constitute one and the same instrument. This MOU may be executed by manual or facsimile signature, each of which shall be deemed an original.

**XX. ENGLISH LANGUAGE**

This MOU is executed in the English language. The Parties agree that English will be an official language for relations of the Parties under this MOU and any interpretation of it. The Parties confirm that they fully understand and agree to be bound by the terms and conditions contained in Sections III-XX of this MOU notwithstanding that it is prepared and executed in English.

IN WITNESS WHEREOF, the Parties execute this Memorandum of Understanding, effective as of the last date written below.

For Environmental Defense Fund, Inc.:

Rolla Salem, Associate Vice President

Name Title

*Rolla Salem*

12/16/2022

Signature Date

For St. Xavier's College:

Rev. Dr. Dominic Savio, SJ - Principal

Name Title

*D. Savio*

20/12/2022

Signature Date

Witness

*Andrew Bon*

Name Signature

*[Signature]*  
20/12

Witness

*Janitra*  
20.12.22

Name Signature