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- INDIAN INSTITUTE OF TECHNOLOGY DELHI
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प्रो. बी. रामगोपाल राव Prof. V. Ramgopai Rao निवेशक/Director भारतीय ग्रीद्योगिकी संस्थान दिल्ली

Indian Institute of Technology Delhi

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INDIAN INSTITUTE OF TECHNOLOGY DELHI

Article 5 General Agreement

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(Zero)

YES FOUNDATION

INDIAN INSTITUTE OF TECHNOLOGY DELHI

INDIAN INSTITUTE OF TECHNOLOGY DELHI

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(One Hundred only)



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ग्रो. बी. रामगोपाल राव Prof. V. Ramgopal Rao निदेशक/Director भारतीय प्रीह्योगिकी संस्थान विल्ली

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MEMORANDUM OF UNDERSTANDING between YES Foundation and INDIAN INSTITUTE OF TECHNOLOGY DELHI for creation of YES Foundation Chair

This Memorandum of understanding (MoU) between YES Foundation, a Trust governed by the provisions of Indian Trusts Act, 1882 and having its registered office at Plot no 11/48, Shopping Centre, Diplomatic Enclave, Malcha Market, Chanakyapuri, New Delhi- 1100021 (here in after referred as "YES Foundation"/ Donor" which expression shall unless it be repugnant to the context or meaning thereof shall mean and include as its successors and assigns) and Indian Institute of Technology Delhi-110 016, ("IITD", which expression shall, unless be repugnant to the context or meaning thereof shall mean and include its successors and assigns) has been entered into on June 9, 21 with a view to establish the "YES Foundation Chair (or "Chair", for short) at Indian Institute of Technology Delhi.

Objectives:

The establishment of the Chair is expected to achieve the following:

Promote excellence and leadership in research and development in the field of Climate Change Research in general and Climate model development and improvement for accurate future climate change projections in the Indian context, in particular.

Terms and Conditions:

The creation and operation of the Chair will be subject to the following terms and conditions:

- The Chair will be governed by the prevailing guidelines for "Appointment of faculty against a Chair" approved by the Board of Governors (" BoG ") in its 194th meeting held on March 22, 2017, and any subsequent amendments to it by BOG.
- 2. The chair will be awarded to a faculty member who has expertise in climate model development and improvement and can contribute to the development of the India centric climate model at the DST Centre of Excellence ("DST CoE") in climate modeling ,which is a major initiative taken by IIT Delhi.
- 3. The Donor agrees to provide a grant of Rs. 5 Lakh every year ("Grant Funds) for a period of 3 Years to IITD with a view to fund the Chair. The Grant funds will be invested/utilized by the IITD in accordance with its rules/regulations to support the Chair.

प्रो, खी, रामगोपाल राव Prof. V. Ramgopal Rao निवेशक/Director धारतीय प्रांडोगिकी संस्थान विल्ली Indian institute of Technology Delhi

- 4. IITD will make available to the Yes Foundation Chair Professor an amount of Rs. 5 Lakh each year which is required to be used by Chair Professor in accordance with the guidelines. The amount so paid has both honorarium component and research grant component.
- 5. The Selection for the Chair will be made by standing selection Committee of the institute and a nominee of the Donor (Yes Foundation).
- 6. The Chair holder would be required to submit a brief report on their contributions in relation to the Chair position held by him/ her. This would be shared with the Donor (YES Foundation).
- 7. Apart from the annual appraisal report, the Chair holder would be responsible for producing a joint (IITD and YES Foundation) knowledge report every year on Climate Modeling and Climate Change, applicable to Indian context, to be widely disseminated by both the institutions.
- 8. The Donor can raise any concern they have to the Director IIT Delhi based on progress report submitted by the Chair holder and this will be duly responded within 30 days.
- 9. IITD will acknowledge and publicize the contribution of YES Foundation in press statements and knowledge reports and at relevant events, lectures, seminars, and panel sessions. Similarly, Foundation shall publicize the details about the MOU and the name of IITD in the YES Foundation's internal & external marketing materials and communications, including but not limited to Foundation's website, social media channels and newsletters.
- 10. IITD will send an audited statement of account in respect of receipts and expenditures from the Grant funds used to establish the Chair to YES Foundation each year.
- 11. IITD shall obtain the consent of the FOUNDATION before use of its logo in any communication. Likewise, The Yes Foundation shall obtain the consent of IITD before use of its logo in any communication.
- 12. The Chair will be in operation for a period of 3 years at the end of which the IITD in consultation with the Donor(s) will determine whether the operation of the Chair will continue (with new terms and conditions (If any) as may be applicable at that time) or determine the manner in which the unused funds will be treated. Both the parties shall have the right to terminate the arrangement by giving 30 days notice to the other party without giving any reasons. On such termination, the parties shall mutually decide on the treatment of unutilized funds.

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प्रो, वी, रामगोपाल राव Prof. V. Ramgopal Rao निदेशक/Director भारतीय ग्रीडोगिकी संस्थान दिल्ली Indian Institute of Technology Delhi

- 13. The Parties shall not be liable to indemnify each other, and/or its associate partners and/or its employees from and against all costs, claims, demands, liabilities, expenses and damages or losses arising out of this MoU unless such losses or damages is the direct result of negligence or breach of the terms of this MoU and its deliverables by the Parties. Foundation, its employees, directors, suppliers, agents and representative shall not be responsible for all the direct/indirect claims, demands, action, suits, losses, damages, costs, charges and expenses that may be suffered under any claim made by or on behalf of any person for breach of intellectual property rights and/or who has suffered any losses or damages as a result of any defects or errors or under the terms of this MOU. This clause shall survive the termination of this MOU.
- 14. Dispute Resolution: In case of differences that are not ruled by this MoU, the Parties agree to find an amicable and mutually acceptable solution. Should the Parties fail to do so, all disputes arising in connection with this MoU shall be referred to arbitration and the arbitration shall be conducted by a sole arbitrator appointed jointly by the Parties in accordance with the provisions of the Arbitration and Conciliation Act 1996, as amended from time to time, and the venue shall be at Mumbai, India and the language shall be in English.
- 15. This MoU is agreed to and signed subject to approval of the respective academic and/or administrative bodies.

In WITNESS WHEREOF the parties to this Memorandum of Understanding have affixed their signature on the day and year hereinabove written

For YES Foundation

Ms Garima Dutt

CEO

YES FOUNDATION

Mumbai

Date: 11 6 2021

For IIT Delhi

Prof. V. Ramgopal Rao

Director

Indian Institute of Technology

Delhi

प्रो, बी. रामगोपाल राव Prof. V. Ramgopal Rao निवेशक/Director भारतीय प्रीकोगिकी संस्थान विल्ली

Date:

Indian Institute of Technology Delhi

