



Dr. A.P.J. Abdul Kalam Technical University, Uttar Pradesh, Lucknow

Website: <https://aktu.ac.in/>

**Metric Number : 3.7.1\_MOU between FOAP,AKTU India & VITO,Belgium**

## **Memorandum of Understanding**

**Between**



**Faculty of Architecture & Planning, AKTU, Lucknow, India  
(Hereinafter called FoAP, AKTU)**

**&**



**VITO NV- Head Office  
Boeretang 200  
BE-2400 MOL, BELGIUM**

## Preamble

The rapid increase in greenhouse gases in the atmosphere, land degradation, increasing floods and droughts, deforestation, loss of biodiversity and productivity are leading to ecological crisis affecting livelihood options for development and increasing poverty, pollution and unsustainable development in most parts of the world. In this scenario Sustainable Buildings and Development stand as ideal solutions, capable of achieving soil and moisture conservation, repair of degraded land, ecological, food and nutritional, livelihood and economic security and a cleaner and healthier planet. This MoU between Faculty of Architecture & Planning (FoAP) APJ Abdul Kalam Technical University (AKTU) and VITO is being done with the overall vision of " Integrated Sustainable Environment and development and transition thinking through research."

1. **Faculty of Architecture and Planning, APJ Abdul Kalam Technical University, Lucknow (AKTU)**, with registered office situated at Tagore Marg, Lucknow, India (which expression shall unless be repugnant to context or meaning thereof shall mean and include its successors and assigns); and
2. **Vlaamse Instelling voor Technologisch Onderzoek (VITO)**, a strategic research organization with registered offices at 2400 Mol, Boeretang 200, Belgium, CBE 0244.195.916 (which expression shall unless be repugnant to context or meaning thereof shall mean and include its successors and assigns).

AKTU and VITO shall be individually known as a Party and collectively as Parties.

## RECITALS

**WHEREAS**, FoAP, AKTU (Earlier Government College of Architecture) was established in 1911 as College of Arts and Crafts that was re-established in 1980 as a Government College of Architecture. Today, it is the Faculty of Architecture of Abdul Kalam Technical University. Besides the under-graduate program, the institute runs 4 post-graduate programs as well. There is a PhD program that has over 40 research scholars. The Architecture department is committed to produce best equipped architects and planners, to take up the challenges of physical and socio- environmental development of the global standards. The Institute strives for social sustenance through universal design, cultural sustenance through conservation and environmental sustenance through the disciplines of architecture, planning and design. The Faculty of Architecture is already involved in Institutional Consultancy of Architecture, Planning, Landscape, Conservation and Interior Design and therefore partners in prestigious design and Development projects of Central and State Government.

**WHEREAS**, VITO is a not for profit leading international, independent research and technology organization that is 100% owned by the Belgian (Flemish) Government. The primary focus of VITO is in the areas of cleantech and sustainable development, elaborating solutions for the large societal challenges of today. VITO provides innovative and high-quality solutions, whereby large and small companies can gain a competitive advantage and advises industries and governments on determining their policy for the future. VITO was incorporated in 1991 and employs close to 800 professionals. VITO's headquarters are in Belgium, and the institution has subsidiaries in different parts of the World.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings set forth herein, the Parties agree as follows:

### 1. OBJECTIVE(S) OF THE MOU

- 1.1 Assess and explore feasibility of collaboration for Urban Climate Resilience related activities.
- 1.2 Assess and explore feasibility of collaboration for Urban Waste Management and Circularity related activities.
- 1.3 Assess feasibility of collaboration for Urban Air Quality Management and related activities.
- 1.4 Assess feasibility of collaboration for Urban Integrated Water Management and related activities.
- 1.5 Explore collaboration for any other area that the parties may mutually identify.
- 1.6 The Parties agree to conduct negotiations in good faith when pursuing the development of a collaboration for the objectives described within this MOU. However, the statements of the intentions of the Parties set forth herein do not constitute any further obligation on the part of either Party. The terms of any



collaborative engagement to achieve any of the objectives shall be confirmed in a separate written agreement between the Parties to be given any legal effect.

## 2. CONFIDENTIALITY

- 2.1 During the term of this MOU, it may be necessary for the Parties to disclose to each other certain technical, business, and/or trade secret information, which a party regards as proprietary and of a confidential nature. All such information will be referred to as "**Confidential Information**" and shall include all and any information or data that is or has been disclosed by the disclosing party: (a) in writing or by email or other tangible electronic storage medium and is clearly marked "Internal", "Confidential", "Restricted", or "Proprietary"; or (b) verbally or visually, and then followed within twenty (20) working days thereafter with a written description from the disclosing party to the receiving party summarizing the Confidential Information that was verbally and/or visually disclosed. Notwithstanding the foregoing, if a Party fails to mark or otherwise later identify Confidential Information as such to the other Party, such failure shall not in and of itself be grounds for treating said Confidential Information as anything other than Confidential Information if a reasonable person under a similar situation would reasonably believe that the particular information and/or data at issue is confidential and proprietary information of the disclosing party.
- 2.2 Each Party will maintain in confidence all Confidential Information received from a disclosing party hereunder and will not disclose said Confidential Information to third parties without the prior written consent of the disclosing party.
- 2.3 Neither Party will make use of Confidential Information received from a disclosing party, other than for evaluation purposes relating to the potential pursuit of the objectives stated in this MOU, without the prior written permission of the receiving party.
- 2.4 The receiving party will be held to the same standard of care in protecting Confidential Information as the receiving party normally takes to preserve and safeguard its own proprietary information of a similar kind, but in no event less than reasonable care.
- 2.5 Each receiving party will restrict disclosure of the disclosing party's Confidential Information within its organization to those persons having a need to know for purposes of this MOU, and such persons will be advised of the obligations set forth in this MOU and will be obligated in like manner.
- 2.6 The confidentiality obligations in this MOU will not apply to information which:
  - a. at the time of disclosure is in the public domain as evidenced by publication or similar proof; or
  - b. after disclosure by the disclosing party, becomes part of the public domain by publication or otherwise, other than by an unauthorized act or omission by the receiving party constituting a default under this MOU; or
  - c. the receiving party can show by competent proof was in its possession at the time of the disclosure and which was not acquired, directly or indirectly, from the other party to this MOU; or
  - d. the receiving party rightfully received from a third party, and which was not acquired, directly or indirectly, from the other party to this MOU, or
  - e. was developed by the receiving Party independently of any disclosure hereunder as shown by competent proof.
- 2.7 The receiving party may disclose Proprietary Information pursuant to a valid order by a court or in order to prosecute or defend any claim arising hereunder, provided that the receiving party provides prior written notice to the disclosing party of such obligation and the opportunity to oppose such disclosure.
- 2.8 The parties hereby agree that each of their respective officers, employees, agents, consultants or subcontractors who will be in a position to receive any Confidential Information under this MOU will be subject to internal policy restrictions prohibiting the disclosure of Confidential Information or will have executed an employment contract protecting any and all such Confidential Information from disclosure as stated herein.

- 2.9 Upon termination of this MOU, the receiving party will return to the disclosing party all complete or partial copies of Confidential Information then in its possession, or destroy and certify such destruction to the disclosing party, except the receiving party may retain one archival copy of Proprietary Information as evidence of its obligations hereunder.
- 2.10 These obligations of confidentiality and non-disclosure will remain in effect for a period of five (5) years after the termination of this MOU.

### **3. TERM AND TERMINATION**

- 3.1 The MOU shall become effective as from the date of signature ("the Effective Date") and the initial term of this MOU shall be for a period of three (3) years .
- 3.2 This MOU may be renewed for additional terms by mutual written agreement of the parties.
- 3.3 Either party may terminate this MOU upon thirty (30) days written notice.

### **4. INDEPENDENT PARTIES**

- 4.1 The relationship between the Parties is that of independent contractors. Neither Party, nor its agents or its employees, shall be deemed to be the agent of the other Party. Neither party shall have the right to bind the other Party, transact any business in the other Party's name or on its behalf or incur any liability for or on behalf of the other Party.
- 4.2 This MOU is non-exclusive. Unless otherwise agreed to by the Parties, either Party may engage any other third party for any purpose, including but not limited to those stated herein.

### **5. NOTIFICATIONS**

- 5.1 Notifications required under the terms of the present MOU shall be in writing by letter or e-mail.
- 5.2 Notifications of termination of the MOU, breach or obligations under this the MOU, and/or disagreement concerning actions of Parties must be made either through an electronic mail or by registered post requiring a signature upon receipt.
- 5.3 All notifications must be sent to the following contact persons:

#### **AKTU**

To the attention of  
Prof Rita Gulati  
Faculty of Architecture  
AKTU  
Address: Lucknow, India,  
Email: [gulati.ritu@foaaktu.ac.in](mailto:gulati.ritu@foaaktu.ac.in)

#### **VITO**

To the attention of  
Ibrahim Hafeezur Rehman  
Director India Operations  
CEO VITO Arabia  
Address: Boeretang 200, 2400 Mol, Belgium  
Email: [Hafeez.rehman@vito.be](mailto:Hafeez.rehman@vito.be)

- 5.4 Any changes to the details of the contact persons must be communicated to the other Party at least five (5) working days prior to the said changes taking effect.



- 5.5 All notice shall be deemed to have been received on the date of, depending on the communication mean used, (i) its delivery by hand, (ii) the receipt of the registered mail or, in case of refusal to acknowledge receipt, the date of notification by the postal services or the relevant delivery company, (iii) the confirmation of receipt of the (iv) electronic mail (email).

## **6. OWNERSHIP AND NO WARRANTIES**

- 6.1 The ownership of and/or intellectual property rights in the information disclosed by disclosing party to receiving party shall remain with disclosing party's. Nothing contained in this MOU will be construed as granting or conferring any rights by license or otherwise in any information disclosed.
- 6.2 All information is provided on an "AS IS" basis without any warranty whatsoever, expressed, implied or otherwise, including but not limited to any warranties regarding (i) the accuracy, completeness or usefulness of any information and (ii) non-infringement of the rights of third parties.
- 6.3 Neither Party shall rely on any information exchanged as a commitment or an inducement to act or not to act in any given manner. Correspondingly, neither Party shall be liable to the other in any manner whatsoever for any decisions, obligations costs or expenses incurred, changes in business practices, plans, organization, products, services or otherwise, based on either Party's decision to use or rely on any information exchanged under this MOU.

## **7. COMPLIANCE WITH LAWS**

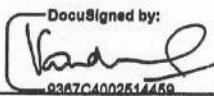
- 7.1 This MOU does not constitute, nor is it intended to be a legally binding arrangement or contract, except for the obligations regarding confidentiality and ownership herein. It serves only as a record of each party's intention pending execution of specific agreements governing the undertaking of the objectives as contemplated by this document.
- 7.2 However, each Party shall comply with all applicable laws, rules and regulations in effect regarding to export, and each Party shall obtain all necessary export licenses in connection with any subsequent export, re-export, transfer or use of all information disclosed under this MOU and that it will not export or re-export, directly or indirectly, any information received from the disclosing party to any consultants, advisors, (PhD) students or postdocs if so prohibited by the applicable laws or if a necessary export license is not obtained.
- 7.3 Furthermore, the Parties acknowledge that the information disclosed under this MOU shall not be evaluated or employed for the purpose of use in missile technology, nuclear or chemical biological weapon activities or in any manner for a military end use or with a military end-user.

## **8. MISCELLANEOUS**

- 8.1 This MOU has been executed in English, which will be the binding and controlling language for all matters relating to the meaning, interpretation or execution of this MOU.
- 8.2 This MOU is not assignable by either Party; any attempted assignment shall be void.
- 8.3 Each Party agrees not to publish or use any advertising, sales promotion, mailing, publicity matter that mentions, or implies, the names or identity of the other Party by direct or indirect reference without the prior written consent of the other Party. Each Party is allowed to mention the existence of this MOU to show that Parties work together for the objectives, creating visibility to increase chances to achieve these objectives.
- 8.4 The signature of a Party via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Each Party receives a fully executed copy of the MOU. Delivery of the fully executed copy via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.

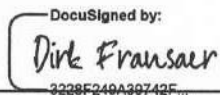
The parties hereto have executed this MOU on this 16<sup>th</sup> day of November 2021

AKTU

DocuSigned by:  
  
9367C4002514459

Prof Vandana Sehgal  
Dean & Principal  
APJ AKTU Lucknow  
25-Nov-2021

VITO

DocuSigned by:  
  
3238F240A39742F...

Dirk Fransae  
Managing Director  
VITO Belgium  
25-Nov-2021



**Certificate Of Completion**

Envelope Id: 4B3DA8ED46A44BD8B1BCDA15A1D4B4DE  
 Subject: Please DocuSign: FOAP and VITO MOU November 16.docx  
 Source Envelope:  
 Document Pages: 6  
 Certificate Pages: 3  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC+01:00) Brussels, Copenhagen, Madrid, Paris

Status: Completed

Envelope Originator:  
 Magalie Wellens  
 Boeretang 200  
 Mol, Antwerpen 2400  
 magalie.wellens@vito.be  
 IP Address: 193.190.189.14

**Record Tracking**

Status: Original  
 17-Nov-21 | 08:04

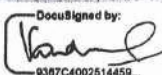
Holder: Magalie Wellens  
 magalie.wellens@vito.be

Location: DocuSign

**Signer Events**

Prof. Vandna Sehgal  
 dean.foa@aktu.ac.in  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

DocuSigned by:  
  
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**Timestamp**

Sent: 17-Nov-21 | 08:07  
 Viewed: 17-Nov-21 | 08:29  
 Signed: 25-Nov-21 | 12:54

Signature Adoption: Drawn on Device  
 Using IP Address: 180.94.33.157

**Electronic Record and Signature Disclosure:**

Accepted: 17-Nov-21 | 08:29  
 ID: 0ff60f2a-df87-4ee6-ad8b-073de7c3b4e4

Dirk Fransaer  
 dirk.fransaer@vito.be  
 managing director  
 VITO  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
 3228F249A39742F...

Sent: 25-Nov-21 | 12:54  
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**Electronic Record and Signature Disclosure:**

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Envelope Sent

Hashed/Encrypted

17-Nov-21 | 08:07

Certified Delivered

Security Checked

25-Nov-21 | 13:29



**Envelope Summary Events****Status****Timestamps**

Signing Complete

Security Checked

25-Nov-21 | 13:29

Completed

Security Checked

25-Nov-21 | 13:29

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [contracts@vito.be](mailto:contracts@vito.be), please state in the body of such request your email address and full name.

### **How to contact VITO**

If you have any question regarding the electronic record and signature, you may contact us by email messages send to: [contracts@vito.be](mailto:contracts@vito.be)





Dr. A. P. J. Abdul Kalam Technical University, Uttar Pradesh, Lucknow



Visit of University faculty members to Vito at Brussel, Belgium on 07.09.23 for training and capacity building program



Visit of University faculty members to Vito at Brussel, Belgium on 05.09.23 for training and capacity building program



Training and capacity building program for the school students under MoU

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उत्तरांचल

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उत्तरांचल 5:50

# अयोध्या जागरण

## रामनगरी के तापमान पर होगा अध्ययन

वेल्जियम की शोध संस्था वीटो व डा. एपीजे अब्दुल कलाम तकनीकी विधि करेगा सहयोग

**रामनगरी के विकास की कार्यवाही कहीं मावनों में विरोध होगी। अयोध्या के समग्र विकास की कड़ी में रामनगरी को लेकर एक बड़ा अध्ययन होने वाला है। यह अध्ययन रामनगरी के तापमान को लेकर होगा। अयोध्या विकास प्राधिकरण (एटीए) यह पता लगाने कि रामनगरी के विभिन्न क्षेत्रों में तापमान का स्तर कितना है। रामनगरी में विकास के साथ पर्यावरण संतुलन व संरक्षण की इस मुहिम में बेल्जियम के फ्लेमिश प्रीत की शोध संस्था वीटो एवं लखनऊ के डा. एपीजे अब्दुल कलाम तकनीकी विधि विद्यालय की फैकल्टी और आर्किटेक्चर प्लेन प्लानिंग का सहयोग मिलेगा।**

यह पहल अयोध्या विकास प्राधिकरण के उपाध्यक्ष विशाल सिंह ने की है। दोनों संस्थाओं के साथ एटीए में पहले चरण की बैठक सम्पन्न हो चुकी है, जिसमें बेल्जियम से आए वैज्ञानिक डा. इब्राहिम हफेजुलहमन, राक ब्लुमिसे,

अम है। वीटो तापमान पर अध्ययन के साथ ही हीट स्ट्रेस मैपिंग के क्षेत्र में विशेषज्ञ रहती है। वहाँ संस्था का सहयोग कालेज ऑफ आर्किटेक्चर प्लेन प्लानिंग की टीम करेगी। हीट स्ट्रेस मैपिंग के जरिये संस्थान रामनगरी के विभिन्न क्षेत्रों में जाकर वहाँ के मौजूद तापमान पर अध्ययन कर भविष्य का प्रारूप उपलब्ध कराएगा। प्राधिकरण उपाध्यक्ष विशाल सिंह ने बताया कि शहर में अलग-अलग स्थानों पर तापमान का स्तर भी ध्यान-ध्यान होता है। रामनगरी के विकास में इस पर भी ध्यान देना आवश्यक है कि पर्यावरण के इस असंतुलन को कैसे नियंत्रित किया जाए। हीट स्ट्रेस मैप के जरिये इसे जानना आसान होगा, जिसके उपरान्त यह सुनिश्चित किया जाएगा कि कहीं पर्यावरण का नुकसान न हो। वीटो के आधार पर संबंधित क्षेत्र के विकास पर ध्यान दिया जाएगा।

**विकास के साथ बर्बादरूप संतुलन को बनाए रखने की दिशा में अयोध्या विकास प्राधिकरण की गति बहाल**

डा. जेनोले ब्रुक्स एवं कॉलेज ऑफ आर्किटेक्चर की प्रोफेसर डा. ब्रह्म गुलहटी ने अपना दृष्टिकोण प्रस्तुत किया। शोध ही एटीए इन संस्थाओं के साथ अनुसंधान पर हस्ताक्षर करेगा। रामनगरी के विकास में अपने योगदान को लेकर यह संस्थान

Stakeholder engagement

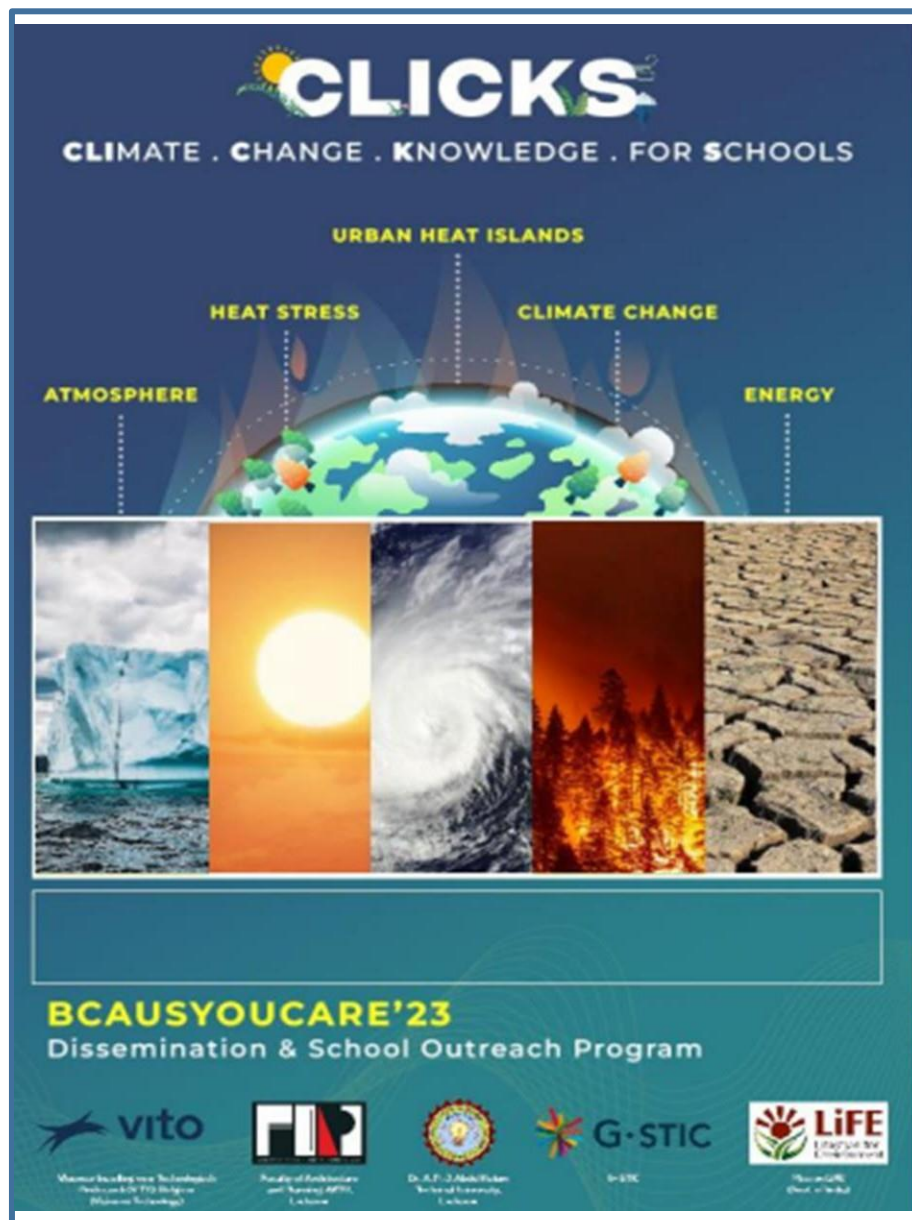




2-day International conference on urban climate resilience



Outreach and dissemination



School outreach program