



डॉ० ए०पी०जे० अब्दुल कलाम प्राविधिक विश्वविद्यालय, उत्तर प्रदेश, लखनऊ

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

(Formerly Uttar Pradesh Technical University)

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

Criterion : 3

Key Indicator : 3.7

Metric Number : 3.7.1_MOU between FOAP AND ADA

Memorandum of Understanding

Between



Ayodhya Development Authority, Government of Uttar Pradesh, India
(Hereinafter called ADA)



Faculty of Architecture, AKTU, Lucknow
(Hereinafter called FOA, 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 Ayodhya Development Authority, Faculty of Architecture (FOA) 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. **Ayodhya Development Authority, Government of Uttar Pradesh** having its registered office, Civil Lines, Parikrama Marg, Faizabad, Ayodhya, Uttar Pradesh, India, (which expression shall unless be repugnant to context or meaning thereof shall mean and include its successors and assigns); and
2. **Faculty of Architecture and Planning, APJ Abdul Kalam Technical University, Lucknow (AKTU)**, an institute 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
3. **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, Faizabad Development Authority was established by the Uttar Pradesh City Planning and Development Act of 1973 by in 1985 and was renamed Ayodhya Faizabad Development Authority in 1996 and then Ayodhya Development Authority (ADA) in 2018. Ayodhya Development Authority (AFDA) is a principal agency of the Government of Uttar Pradesh, which is responsible for taking ahead the tradition of planned and sustainable development of Ayodhya and Faizabad.

WHEREAS, FOA, 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 FOA, AKTU 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 two (2) 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:

ADA

To the attention of
Sh Vishal Singh (IAS)
Vice Chairman
Ayodhya Development Authority,
Government of Uttar Pradesh, India,
Email: vcafa@gmail.com



AKTU

To the attention of
Dr Ritu Gulati
Associate Professor
Faculty of Architecture and Planning,
AKTU, Lucknow, India,
Email: gulati.ritu@foaaktu.ac.in

VITO

To the attention of
Dr Ibrahim Hafeezur Rehman
Director India Operations
CEO VITO Arabia
Address: Boeretang 200, 2400 Mol, Belgium
Email: 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 day of [...] 2021

ADA



Sh. Vishal Singh (IAS) ADA, Ayodhya

AKTU



Prof Vandana Sehgal
Principal & Dean
Faculty of Architecture and Planning,
AKTU, Lucknow

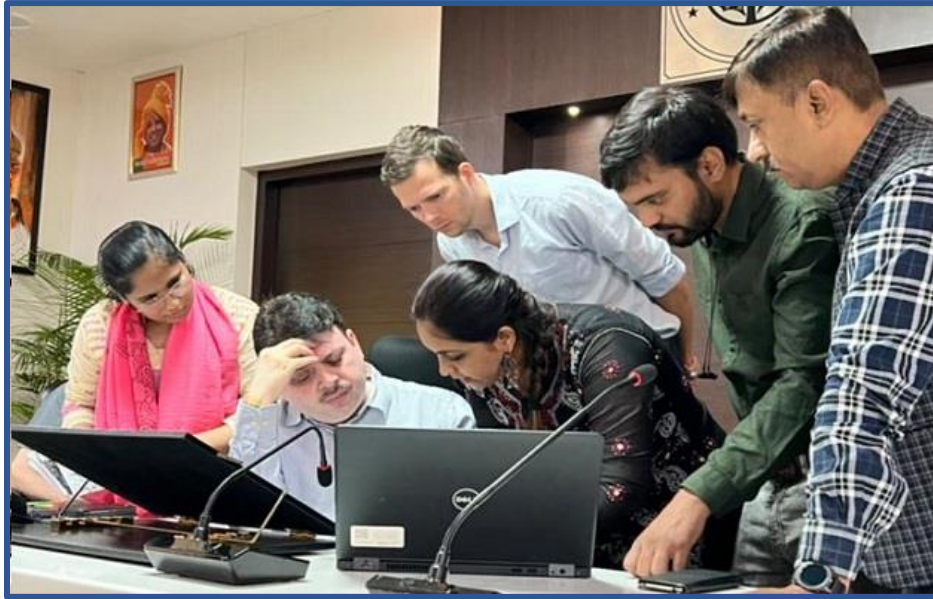
VITO

DocuSigned by:



Bruno Reyntjens
E036A1622631451...
Director Commercial
VITO Belgium

22-April-2022



Data collection in Ayodhya



Data collection in Ayodhya