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# **MEMORANDUM OF UNDERSTANDING**

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**BETWEEN**

AMITY UNIVERSITY MADHYA PRADESH, GWALIOR  
INDIA

**AND**

GLOBAL EARTH SOCIETY FOR ENVIRONMENTAL ENERGY  
AND DEVELOPMENT, BHOPAL, INDIA

**This Memorandum of Understanding (MOU) is signed on dated  
12<sup>th</sup> September, 2017**

**BETWEEN**

**AMITY UNIVERSITY MADHYA PRADESH, GWALIOR**

Amity University Madhya Pradesh, Gwalior, India (hereinafter be referred as "AUMP") is located on 100 acres of land opposite Gwalior Airport, imparts modern, practical and research-based courses which lead to the development of manpower which is employable and ready for industry. This in turn will drive the socio-economic upliftment of the region.

**AND**

**GLOBAL EARTH SOCIETY FOR ENVIRONMENTAL ENERGY AND  
DEVELOPMENT, BHOPAL**

An organization incorporated at HIG 1/8, Shivani Complex, 6. no. Stop, Shivaji Nagar, Bhopal, Madhya Pradesh, India (hereinafter be referred as "G. SEED"). It publishes an International research magazine, **Journal of Environmental Research And Development (JERAD)** accredited as Impact Factor 4.301 for the year 2015. Journal is working under aegis of G. SEED, a self-funded registered society under Societies Act, Government of Madhya Pradesh, India having privilege of 80G and 12AA from Government of India, Income Tax Department, Bhopal.

In this MOU, AUMP and G. SEED shall be collectively referred to as "the Parties" and individually as "the Party", as the context requires.

**WHERE AS :**

- A. AUMP has agreed to collaborate with G. SEED to organize 9<sup>th</sup> International Congress of Environmental Research (ICER-18) (hereinafter be referred to as "the Congress") to be held on February 8-10, 2018 at Amity University, Madhya Pradesh, Maharajpura (opposite airport), Gwalior-474005, Madhya Pradesh, India.
- B. The Parties agreed to execute this MOU to record their mutual understanding and to ensure that ICER-18 is organized and completed successfully.

**Now this MOU witnessed as follows :**

**I. PURPOSE OF THE MOU**

- 1.1 This MOU is entered into between the Parties to formulate the understanding between the Parties for the Parties to jointly organize, conduct and deliver the Congress upon the principles of mutual benefits for the Parties and society as well.

- 1.2 The Parties hereby declare that this MOU shall operate between them in accordance with the principles of good faith, with fairness and without detriment to the interests of any of them and that the objectives of this MOU shall be pursued by the Parties to the best of their abilities.
- 1.3 It is expressly agreed that the Parties have no intention of forming a partnership and the execution of this MOU shall not be deemed to be a de facto partnership or any other type of similar entity or relationship. The Parties shall make this known to third parties, including (without limitation) their suppliers and permitted sub-contractors.

## **2. COMMENCEMENT AND TERMS :**

- 2.1 This MOU shall take effect from the date of signing and shall expire on the final day of the Congress.
- 2.2 This MOU may be terminated by either Party upon serving thirty (30) days written notice to the other Party.

## **3. RESPONSIBILITIES OF THE PARTIES :**

### **3.1 G. SEED's Responsibilities**

G. SEED shall :

- (a) Circulate news of congress to all appropriate forums through professional websites, emails and surface mails worldwide;
- (b) Prepare and update official website of the congress;
- (c) Provide financial support and assistance with regard to organizing the Congress;
- (d) Collect the registration fee of the Congress in its official account;
- (e) Arrange and manage the acceptance, selection and publication of the proceedings;
- (f) Provide all technical , academic and experts' support to the congress and
- (g) Provide any other administrative and governmental support and assistance (if any) required to ensure the success of the Congress.
- (h) Obtain political clearance (NoC) from different ministries of Govt. of India- MoEF, MHA etc.
- (i) Obtain clearance (NoC) from Gwalior District Administration.

### **3.2 AUMP's Responsibilities**

AUMP shall :

- (a) be responsible for the provision of facilities and logistics arrangement and support for the Congress which include :
  - i. provide venue / auditorium for opening ceremony, inaugural and valedictory function with over 500 seating capacity;

- ii. provide six (6) lecture theatres for 50 seating capacity each, where five (5) rooms for five (5) parallel sessions and one (1) room for trial to paper presenters;
  - iii. provide additional classrooms if needed for parallel sessions and space for poster presentation;
  - iv. provide LCD projectors, computer facilities, and technical assistance.
  - v. provide arrangement of catering services for all the Congress' delegates on payment by G.SEED;
  - vi. provide one mini bus and one bus for delegates for in and around AUMP;
  - vii. provide technical and academic assistance to strengthen the congress;
  - viii. provide accommodation facilities to out station participants up to maximum 70 persons on sharing basis in hostel on nominal / reduced rate; and
  - ix. arrange evening cultural program of AUMP students for one day during congress. The expenses of dresses, decoration etc. to be borne by G. SEED.
- (b) provide any other administrative and governmental support and assistance (if any) required to ensure the success of the Congress.

3.3. Notwithstanding G.SEEDS's responsibilities to provide financial support and assistance as hereinbefore mentioned, the Parties agreed to use their best endeavors to obtain sponsorship and donation for the Congress.

#### **4. THE CONGRESS**

##### **4.1. Duration and Venue**

The Congress shall be conducted for three 3 days commencing from 8<sup>th</sup> February, 2018 to 10<sup>th</sup> February, 2018 and shall be held at Amity University Madhya Pradesh, Gwalior, Maharajpur (opposite airport), Gwalior, Madhya Pradesh, India.

Notwithstanding paragraph above, the Parties may change the venue and date of the Congress upon mutual agreement and valid reasons.

##### **4.2. The Website**

- (a) The Congress' official website is at <http://www.icer18.jerad.org> (hereinafter be referred as "the Website").
- (b) The Parties acknowledged that all contents of the Website that were uploaded prior to the execution of this MOU have been mutually agreed by the Parties.
- (c) Any additions or variations to the content of the Website shall be discussed and mutually agreed by the Parties.

4.3. Registration Fee

- (a) The registration fee for the Congress shall be as published on the Website and to be paid directly to G. SEED's official account.
- (b) Faculty members of AIB, AUMP will be the part of Organising Committee and therefore, their registration fee shall be waived off.
- (c) Registration fee for Fellow members of JERAD/G. SEED, who are attending the Congress shall be waived off.
- (d) Registration fee shall be 50 % waived off for the Research Scholars and students of AIB, AUMP, Gwalior.

4.4. Financial Arrangement

Under the arrangements of G. SEED.

4.5. Scientific Committee

Members of JERAD / G. SEED and faculty members of AIB, AUMP shall be incorporated in the Scientific Committee of the Congress. Eventually they shall be liable to get appreciation certificate and memento from the Convener.

4.6. Publication

Articles, reports, findings and recommendations obtained from the congress shall be given priority for uploading on the URL of the congress and its publication in JERAD.

**5. CONFIDENTIALITY**

- 5.1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other party during the period of implementation of this MOU or any other agreements made pursuant to this MOU.
- 5.2. For purposes of sub clause 5.1 above, such documents, information and data include any document, information and data which is disclosed by a party (the Disclosing party) to the other party (the Receiving party) prior to, or after, the execution of this MOU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and /or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the receiving party or if orally given, is given in the circumstances of confidence.

- 5.3 Both parties agree that the provisions of this clause shall continue to be binding between the Parties notwithstanding the early termination or expiration of this MOU.

## 6. ASSIGNMENT

The Parties agree that benefits and obligations of the Parties shall not be assigned, delegated, transferred or otherwise disposed off save without the prior written consent of the other Party.

## 7. NOTICES

Any communication under this MOU will be writing in English language and delivered by registered mail to the address or sent to the electronic mail address of AUMP or G.SEED, as the case may be, shown below or to such other address or electronic mail address as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address which is duly acknowledged:

**To AUMP :** The Vice-chancellor  
Amity University Gwalior, Maharajpura  
(opposite airport), Gwalior-474005, India  
Contact Person : Professor Dr. R. S. Tomar  
Contact Number : +91-9425744437  
E-mail : rstomar@amity.edu

**To G. SEED :** The Editor-In-Chief,  
Journal of Environmental Research And Development  
HIG-1/8, Shivani Complex, 6 No. Stop, Shivaji Nagar,  
Bhopal-462016, India  
Contact Person : Professor Dr. Subhash C. Pandey  
Contact Numbers : +91 755 4222030,+919826713114  
E-mail : hijerad@gmail.com

## 8. GENERAL MATTERS

### 13.1. Entire Agreement

This MOU supersedes any previous agreement among the Parties in relation to the matters dealt with herein and represents the entire understanding among the Parties in relation thereto.

13.2. No Waiver

The rights of any Party shall not be prejudiced or restricted by any indulgence or forbearance extended to any of the other Party and no waiver by any Party in respect of any breach shall operate as a waiver in respect of any subsequent breach.


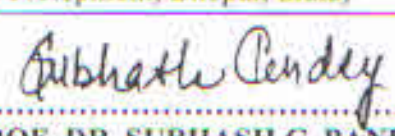


13.3. Variation in Writing

This MOU shall not be varied, unless such variation shall be expressly agreed in writing by a duly authorized official of each Party.

13.4. Void Terms

If any of the provisions of this MOU is found to be void or unenforceable, such provision shall be deemed to be deleted from this MOU and the remaining provisions of this MOU shall continue in full force and effect. Notwithstanding the foregoing the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

**IN WITNESS WHERE OF** the Parties here have executed this MOU on the day and year first above written.

For and on behalf of <b>AUMP</b> (Amity University Madhya Pradesh, Gwalior )	For and on behalf of <b>G. SEED</b> (Global Earth Society for Environmental Energy and Development, Bhopal, India)
 ..... <b>MR. RAJESH JAIN</b> Registrar Amity University Madhya Pradesh, Gwalior, India	 ..... <b>PROF. DR. SUBHASH C. PANDEY</b> Editor-In-Chief Journal of Environmental Research And Development, Bhopal, India
In the presence of ;	In the presence of :
 ..... Name : <b>PROF. (DR.) R. S. TOMAR</b> Address: Director, Amity Institute of Biotechnology & Dean (Life Sciences) Dean (Academics), Amity University Madhya Pradesh, Gwalior. Cell : +91-9301117515	 ..... Name : <b>MR. ABHAY K. SHARMA</b> Address : Manager (HR), JERAD HIG-1/8, Shivani Complex, 6 No. Stop, Shivaji Nagar, Bhopal-462016, India Cell : +91-7869667713