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<td>YES FOUNDATION</td>
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<td>Second Party</td>
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Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at [www.stacksamp.com](http://www.stacksamp.com) or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.
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Article 5 General Agreement
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INDIAN INSTITUTE OF TECHNOLOGY DELHI
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Prof. V. Ramgopal Rao
Direc
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Indian Institute of Technology Delhi

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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:

1. 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.

[Signature]

Prof. V. Ramgopal Rao
Director
Indian Institute of Technology Delhi

[Signature]

YES Foundation

[Signature]

Prof. V. Ramgopal Rao
Director
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.

Prof. V. Ramgopal Rao
Dean/Director
Indian Institute of Technology Delhi
New Delhi-16
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

Date: 9/6/2021