MEMORANDUM OF UNDERSTANDING

Between

ANIL KRI PALANI, VERA KRI PALANI

And

INDIAN INSTITUTE OF TECHNOLOGY DELHI
This Memorandum of Understanding ("MOU") drawn up and recorded on this 22nd day of February 2013 between Shri Anil Kripalani son of Shri Tolaram Kripalani, resident of 5104 Greenwillow Lane, San Diego, California 92130, USA, and Smt. Vera Kripalani, Wife of Shri Anil Kripalani, resident of 5104 Greenwillow Lane, San Diego, California 92130, USA, collectively being the party of the first part (which expression shall include their heirs, legal representatives, nominees and assignees etc.), hereinafter referred to as the First Party collectively.

AND

THE INDIAN INSTITUTE OF TECHNOLOGY DELHI, being hereby represented by the Director, Prof. R.K. Shevgaonkar, being the party of the second part (which expression shall include its successors, legal representatives, nominees and assignees etc.), hereinafter referred to as the Second Party:

The First Party and the Second Party shall collectively be referred to as the Parties.

SCOPE OF THE AGREEMENT:

An unsolicited donation of Rs. 1,00,00,000.00 (Rupees One Crore) shall be made by the First Party to the Second Party to honour the memory of their parents, namely Late Shri Tolaram G. Kripalani & Smt. Sunita T. Kripalani, and Late Shri Sirish Chandra Mathur & Smt. Vidya Mathur.

The said donation shall be subject to certain terms and conditions preceding and following the said donation and the same shall be the subject matter of this MoU.

Therefore, it shall be prudent to record the same which shall be as hereinafter contained in this MoU.

TERMS AND CONDITIONS AS AGREED UPON BETWEEN THE PARTIES HERETO:

1. In consideration of this donation, upon receipt of the same, the Second Party shall:
   a) Name in perpetuity the Seminar Hall located on the ground floor, with entry from the main lobby, of the Amar Nath and Shashi Khosla School of Information Technology (SIT), as the Sirish Chandra & Vidya Mathur Seminar Hall. Signage at the entry of the Seminar Hall (in metal, of approximately 64 inches by 10 inches in size) will state Sirish Chandra & Vidya Mathur Seminar Hall. In addition, signage shall also be displayed by way of a plaque (approximately 20 inches by 16 inches in size)
placed in the said seminar hall near the entry of the said hall which shall state the following:

*The Mathur Seminar Hall is dedicated to the loving memory of our parents*

**Shri Sirish Chandra and Smt. Vidya Mathur**

Vera Kripalani (nee Mathur)  
Class of 1974, Electrical Engineering

Anil T. Kripalani  
Class of 1974, Electrical Engineering

b) Name in perpetuity the Applied Technology Laboratory located in the School of Information Technology (SIT), as the **Tolaram and Sunita Kripalani Applied Technology Laboratory**. Signage at the entry of the Laboratory (in metal, of approximately 90 inches by 8 inches in size), will state **Tolaram and Sunita Kripalani Applied Technology Laboratory**. In addition, signage shall also be displayed by way of a plaque (approximately 20 inches by 16 inches in size) placed in the said laboratory near the entry of the said laboratory which shall state the following:

*The Kripalani Applied Technology Laboratory is dedicated to the loving memory of our parents*

**Shri Tolaram Kripalani and Smt. Sunita Kripalani**

Anil T. Kripalani  
Class of 1974, Electrical Engineering

Vera Kripalani (nee Mathur)  
Class of 1974, Electrical Engineering

Font size and style for the abovementioned signages for the said Seminar Hall and the Applied Technology Lab, as well as the plaque size and style shall be to the joint satisfaction of the Parties.

2. The abovementioned Seminar Hall shall be made available for two days in each year to the First Party for meetings. Nature of such meetings could be technical standards meetings, IEEE local chapter meetings, Society of Women Engineers meetings, technical seminars by professors from India or abroad, etc or as decided by the First Party. The
First Party shall seek approval for the agenda of such meetings from the Dean, Alumni Affairs and International Programs Office of the Second Party prior to such meetings.

3. The abovementioned Kripalani Applied Technology Lab shall be placed under the supervision of a faculty member employed with the Second Party to be referred to as the Project Manager and shall be utilized to conduct Research and Applied Technology Projects of current interests, leading to complete publications of results and associated metrics for successful industry applications. The results of such research shall be used to empower entrepreneurs focused on realizing related products and services. The first Project of record in the said Laboratory shall be related to the Internet of Things (IOT), also referred to as Machine-to-Machine (M2M) systems. Reports on the progress of Projects shall be communicated via email to the First Party on a quarterly basis and shall include an invitation to join annual Project Reviews, for the first three years.

4. This MoU and the funds provided for the Kripalani Applied Technology Laboratory by the First Party shall have no jurisdiction, legal right or claim, implied or otherwise, on the Intellectual Property so generated by the work conducted or accomplished in the said Laboratory.

5. The timeline for the disbursement of funds for the said donation shall be as follows:
   a) Rupees 50 lakhs upon completion and dedication ceremony of the Mathur Seminar Hall with the signage and plaque so placed as hereinabove mentioned in clause 1. a) of this MoU.
   b) Rupees 30 lakhs upon completion and dedication ceremony of the Kripalani Applied Technology Laboratory facility with the signage and plaque so placed as hereinabove mentioned in clause 1. b) of this MoU upon the first installation of software platforms supplied by ILS Technology.
   c) Rupees 10 lakhs as and when the Second Party appoints the Lab Coordinator for the abovesaid Kripalani Applied Technology Lab.
   d) Rupees 10 lakhs as and when the first project's statement of work is completed by the Second Party and reviewed by the donors.

6. The Second Party shall take responsibility for proper maintenance of the said Mathur Seminar Hall and the Kripalani Applied Technology Laboratory..

7. In the event of the said Mathur Seminar Hall and/or the Kripalani Applied Technology Laboratory suffering any damage or destruction, the Second Party shall undertake repair of and/or rebuild the said facilities and structures thereof. The Second Party shall also replace the abovementioned signage and plaques and so as to replicate them preferably identical to their original specimens in quality and workmanship. In the event of the SIT building itself suffering complete destruction or demolition in the future, two facilities of comparable size and purpose shall be named the “Sirish Chandra & Vidya Mathur Seminar Hall” and the “Tolaram & Sunita Kripalani Applied Technology Laboratory” in a new building on the campus of the Second Party.
8. In the event that the First Party is unable to communicate with the Second Party due to circumstances beyond their control, their daughter Kavita Kripalani or their cousin Mohit Chand Mathur are authorized to represent them for all purposes of this MoU.

9. This MoU has been recorded out of the free will and consent of the Parties.

10. This MoU has been recorded in two counterparts, both containing original signatures of all executants and each witness and each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties hereunder have set out and subscribed their respective hands and seals, on the day, month and year first above written:

SIGNED, SEALED AND DELIVERED BY

Prof. R.K. Shevgaonkar
Director
Indian Institute of Technology Delhi

Vera Kripalani (nee Mathur)
Class of 1974, Electrical Engineering

Anil Kripalani
Class of 1974, Electrical Engineering

WITNESSES: