

**MEMORANDUM OF UNDERSTANDING FOR INSTITUTIONAL
COLLABORATION**
between
INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR (IITKGP),
and
NIKKEN SEKKEI RESEARCH INSTITUTE (NSRI), JAPAN

Preamble

Indian Institute of Technology Kharagpur (IITKGP) is a reputed institution of higher learning situated at Kharagpur, 721302, West Bengal, India.

Nikken Sekkei Research Institute (NSRI) is the think tank of Nikken Sekkei Group situated at 2-18 3 Jidabashi, Chiyoda-ku, Tokyo, 101-0052, Japan. Nikken Sekkei Group has gained the trust of global clients owing to its range of experts from various fields, including architecture, city planning, structure, equipment, environment, and engineering works. NSRI has achieved a combination of realistic solutions and proposals, in and outside Japan, based on a wealth of experience and reliable technology, as well as the knowledge of how to make the most of these abilities to create new tools for potential business fields. NSRI aims to integrate urban planning and building environmental engineering with the view to "establishing a truly sustainable society," a goal the new organization has been pursuing since being founded in 2006.

IITKGP and Nikken Sekkei Research Institute have agreed for institutional collaboration in education and research. The primary objective is to promote interaction and collaboration between faculty, staff and students of IITKGP and the staff of NSRI on a reciprocal basis. The relationship also aims at enhancing the technological, social and cultural relations of both the countries. This document presents a general framework for such a relationship. It also includes some specifically identified areas of cooperation, which may be updated from time to time.

Coordination

Dr. Shigehisa Matsumura, Principal Consultant shall be the Coordinator from NSRI and Prof. Joy Sen, Professor of ARP shall be the Coordinator from IITKGP. The participants and coordinators may change from time to time as decided by appropriate authority of the respective institutions.

Scope of Cooperation

The following areas of cooperation have been identified under this agreement.

- (i) **Joint consultancy and research projects:** The two parties will actively explore opportunities of undertaking joint research projects and seek research funding from external funding agencies. Each such research proposal shall require approval of the respective institutions.
- (ii) **Joint academic activities and events:** IITKGP and NSRI may formulate joint academic activities such as short course, seminars, workshops or conferences based on mutual interests and available expertise in both the institutions. They may also share and carry out joint research in technology for distance and computer-based learning.

The areas of cooperation may be revised by mutual consent. However, specific programmes may require separate agreements covering aspects of confidentiality, intellectual property etc. to be detailed out and documented as annexures to this MoU.

Legal Status

This document is a statement of intent to foster genuine and mutually beneficial cooperation and is not legally binding on both the parties. Any disputes shall be resolved through mutual discussion.

Validity

This agreement is valid for an initial period of two years and becomes effective from the date it is signed by the partners. The partnership period may be extended by mutual consent. In case one partner wishes to terminate the MoU, intimation will have to be sent at least six months in advance. However, specific commitments made prior to such intimation shall be honored by both the partners.



FUMIO NOHARA
President and CEO

Nikken Sekkei Research Institute
Tokyo, Japan

Date

22/03/2016

day / month / year



PROF. SOUVIK BHATTACHARYYA
Deputy Director

Indian Institute of Technology Kharagpur
Kharagpur, India.

Date

10 / 03 / 2016

day / month / year

MUTUAL CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into, this 22nd March, 2016 ("Effective Date"), by and between [Indian Institute of Technology Kharagpur (IITKGP)] of P.O. Box [Kharagpur, 721302, West Bengal, India], and NIKKEN SEKKEI Research Institute (NSRI) of 2-18-3 Iidabashi, Chiyoda-ku, Tokyo, Japan.

WHEREAS:

- The parties, for their mutual benefit, have exchanged and intend further to exchange certain information in respect of their negotiations, discussions, and dealings with each other,
- The parties wish to define their rights with respect to the said information and to protect the confidentiality thereof.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definition of Confidential Information

1.1 "Confidential Information" as used in this Agreement shall mean any and all technical and non-technical information including patent, copyright, trade secrets, proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents and formula related to the current negotiations, and include, without limitation, each party's respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information on a project basis only. "Confidential Information" also includes proprietary or confidential information of any third party who may disclose such information to either party in the course of their respective businesses.

1.2 Any information disclosed by a disclosing party ("Discloser") will be considered Confidential Information of Discloser by the receiving party ("Recipient"), only if such information:

- (a) if provided as information fixed in a tangible medium of expression, is conspicuously designated as "Confidential" or "Proprietary"; or
- (b) if provided orally, is identified as confidential at the time of disclosure and thereafter confirmed in writing within seven (7) days of disclosure.

2. Exclusions of Confidential Information

2.1 The obligations under this Agreement, with respect to any part of the Confidential Information of the Discloser, shall not apply to such part that the Recipient can prove these document:

- (a) was in the public domain at or subsequent to the time such portion was communicated to the Recipient and where disclosure was through no fault of such Recipient;
- (b) was rightfully in the Recipient's possession free of any obligation of confidence at or subsequent to the time such part was communicated to the Recipient by

- the Discloser;
- (c) was communicated by the Discloser to an unaffiliated third party free of any obligation of confidence;
- (d) was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the Discloser; or
- (e) is mutually confirmed that it is excluded from the Confidential Information.

2.2 A disclosure by each of the parties when Recipient, of Confidential Information of the Discloser, either:

- (a) in response to a valid order by a court or other governmental body; or
 - (b) is otherwise required by law; or
 - (c) is necessary to establish the rights of either party under this Agreement,
- shall not be considered to be a breach of this Agreement by the Recipient, provided, however, that a Recipient shall where reasonably practicable give not less than two business days' notice of any of the above circumstances to a Discloser to enable the Discloser to seek a protective order or otherwise lawfully prevent such disclosure.

3. Ownership of Confidential Information

3.1 All Confidential Information of each of the parties, and any Derivatives thereof (as hereinafter defined) created by either party, shall remain the property of the Discloser, and no license or other rights to such Discloser's Confidential Information or Derivatives is granted or implied hereby. For the purposes of this Agreement, "Derivatives" shall mean:

- (a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted;
- (b) for patentable or patented material, any improvement thereon; and
- (c) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected under copy right, patent and/or trade secret laws.

3.2 All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, lists and all other tangible media of expression) furnished by a party, as Discloser, to the other party, and which are the property of a Discloser, shall remain the property of the Discloser.

4. Non-disclosure and Non-use Obligation

4.1 Each of the parties agrees that it will not use, disseminate, or in any way disclose any Confidential Information of the Discloser to any person, firm or business, except to the extent necessary for internal evaluations in connection with negotiations, discussions, and consultations with personnel or authorized representatives of such Discloser, and for any other purpose authorized by Discloser in writing.

4.2 The existence of any business negotiations, discussions, consultations or agreements in progress between the parties shall not be released to any type of public media by a party without written approval of the other party.

4.3 Each of the parties agrees that it shall treat all Confidential Information of the

Discloser, with the same degree of care as such Recipient accords to its own Confidential Information, but in no case less than reasonable care.

4.4 Each of the parties, as the Recipient, agrees that it shall disclose Confidential Information of the Discloser, only to those of the Recipient's employees who need to know such information, and the Recipient confirms that each such employee has previously agreed, either as a condition of employment, or in order to obtain the Confidential Information of the Discloser, to be bound by terms and conditions substantially similar to these terms as are applicable to the Recipient under this Agreement.

4.5 Each of the parties shall immediately give notice to Discloser, of any unauthorized use or disclosure of Discloser's Confidential Information. Each of the parties agrees to assist the Discloser in remedying any such unauthorized use or disclosure of Discloser's Confidential Information.

5. Disclosure of Third Party Information

Neither party shall communicate any information to the other party in violation of the proprietary rights of any third party.

6. Independent Development

Each of the parties recognises that the other party, as Recipient, may currently or in the future be developing information internally, or receiving information from other parties that may be similar to such Discloser's Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or warranty that a Recipient will not develop products or services, or have products or services developed for it that, without violation of this Agreement, compete with the products or systems contemplated by a Discloser's Confidential Information.

7. Notices

All notices under this Agreement shall be in writing and shall be delivered as follows:

- (a) by personal delivery, when delivered personally;
- (b) by overnight courier, upon written verification of receipt;
- (c) by telecopy or facsimile transmission, upon acknowledgment of receipt of electronic transmission; or
- (d) by certified or registered mail, upon verification of receipt.

Notice shall be sent to the addresses set forth above or to such other address as either party may from time to time specify in writing.

8. Non-Assignment

Neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

9. Breach

9.1 Each party as Recipient agrees to indemnify other party against all losses, costs, expenses (including legal fees), claims and demands which other Party may suffer and/or incur as a result of the other party's breach of this Agreement.

9.2 Either party hereto may by written notice terminate this Agreement forthwith in the event of a material breach by the other party. Such termination shall not prejudice the perpetuity provisions referred to and imposed by Clause 13 (Effective Period), and the obligations to return Confidential Information referred to and imposed by Clause 14 (Return of Confidential Information).

10. Injunctive Relief

The parties recognise that a breach by either party of any of this Agreement may cause irreparable harm and damage, and the parties therefore agree that a party may apply for injunctive relief to prevent such disclosure.

11. Waiver; Amendment; Modification

11.1 No term or provision hereof will be considered waived, amended or modified by either party, unless such waiver, amendment or modification is in writing signed by the party against whom it is asserted.

11.2 This Agreement may be amended or modified only by mutual written agreement of authorised representatives of the parties.

12. Severability

If any provision of this Agreement is held by a judicial or other competent authority to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

13. Effective Period

This Agreement shall govern all communications between the parties that are made during the period for 2 years from the Effective Date.

Provided, however, that each party's obligations under Clause 4 (Non-Disclosure and Non-Use Obligation) with respect to Confidential Information of the other party which each such party has previously received shall continue in perpetuity unless the confidentiality obligations in this Agreement are excluded pursuant to Clause 2.1.

14. Return of Confidential Information

At a Discloser's request or termination of this Agreement and no later than thirty (30) days after such request, a Recipient shall promptly destroy or deliver to the Discloser, at the Discloser's option, (a) all materials furnished to such Recipient, (b) all tangible media of expression in a Recipient's possession or control to the extent that such tangible media incorporates any of a Discloser's Confidential Information.

15. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in all respects in accordance with the laws of Singapore and the parties hereby agree that all disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement shall be finally settled by arbitration administered by the

Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore.

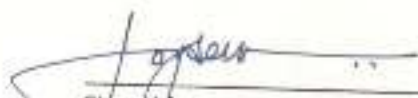
The Tribunal shall consist of one arbitrator.

The language of the arbitration shall be English.

16. Entire Agreement

This Agreement constitutes the entire Agreement and understanding between the parties in respect of the Confidential Information and supersedes all prior or contemporaneous verbal or written agreements and understandings concerning such Confidential Information.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.


Signed for and on behalf of INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR INDIA
[Joy Sen]

Joy Sen
Professor & Head
B. Arch (Hons, IT), MOP (USA), Ph.D. (IT)
Msc TSC (DAT-UNDP), MCA, ATP
AM-ISO CoRP (Netherlands), APWR (Hong Kong)
Ranbir and Chitra Gupta School of Infrastructure Design
and Management
IIT Kharagpur

[Professor and Head, RCG School of Infrastructure Design and Management (2014-17)]


Signed for and on behalf of NIKKEN SEKKEI Research Institute
[Consultant's representative]
[Title]