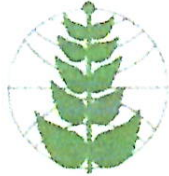


# A MEMORANDUM OF UNDERSTANDING



**ENPRO ENVIROTECH  
PTY LTD,  
Australia**

**BY AND BETWEEN**



**SSBES' Institute of  
Technology &  
Management,  
Nanded (MS), India**

**Objective: To promote cooperation in the field of education and research with further provision of practical knowledge in the field of Sustainable Environment Management**

This MoU was signed in the august presence of Founding Director and CEO Dr **Jayant Keskar** (Enpro Envirotech Pty Ltd) & **Dr. S. B. Thorat** (Director, SSBES' Institute of Technology and Management, Nanded)

Day & Date: Wednesday, December 18, 2019

# MEMORANDUM OF UNDERSTANDING

## BY AND BETWEEN

**SSBES' Institute of Technology and  
Management, Nanded (MS), India  
AND**

**ENPRO ENVIROTECH PTY LTD, Adelaide,  
Australia**

This memorandum of understanding (MoU) is between the **Shri Sharda Bhavan Education Society's Institute of Technology and Management, Nanded** and the **ENPRO Envirotech, Australia** to facilitate a formal tie-up for developing a spirit of academic co-operation with each other.

### 1. Background

- The **Shri Sharda Bhavan Education Society's Institute of Technology and Management, Nanded (SSBES' ITM)** was established in the year 1997 affiliated to Swami Ramanand Teerth Marathwada University, Nanded, and ever since then it has been a leading institute in the field of Technology and Management catering the needs of professional education in the Marathwada region of Maharashtra State. In the course of its glorious journey of over 26 years, The college offers 03 UG (BCA, BBA, B.Sc. (HS)) and 02 PG (MCA & MBA) programmes in addition to 1 PG programme (MBA) offered by the YCMOU Study Centre on the campus. Out of 24 Teaching Faculty members, 11 have been awarded Ph.D.. This institute has been included under the section of 2 (f) and 12 (b) of UGC Act 1956.
- Enpro Envirotech Pty Ltd, (EEPL) based in Adelaide, Australia provides innovative environmental solutions and services that help to reduce carbon footprint while achieving sustainability. Such solutions and services are related to water, wastewater, waste and energy.
- Through the increased facilitation and coordination, **SSBES' ITM** wishes to work with EEPL for sharing the knowledge about advanced solutions in an international market to students and work collaboratively with the staff.
- The purpose of this MOU is to establish exchange of experiences between **SSBES' ITM** and EEPL for the benefit of students and the staff.
- The two organizations shall cooperate in developing mutual interests on a reciprocal basis and respect for the independence and equal status of each organization.

### 2. Scope of MOU

This agreement details the terms & conditions, financial arrangements and modalities of collaboration that may involve intellectual property rights (IPR), and responsibilities and obligations of the **SSBES' ITM** and EEPL, pertaining to the

- (i) Training/projects undertaken by the students of **SSBES' ITM**
- (ii) Various courses offered by the **SSBES' ITM** at Diploma, UG, PG and PhD levels
- (iii) Work and develop new research projects that are relevant to the real-world problems



### **3. RESPONSIBILITIES OF SSBES' ITM & EEPL**

- **SSBES' ITM** will inform **EEPL** from time to time about their potential requirements for knowledge sharing in the field of environmental, microbiology and biotechnology field.
- **EEPL** may formally depute its representative, whenever possible, to arrange special talks to a selected group of **SSBES' ITM** students.
- **EEPL** can arrange a visit of UG & PG students of the **SSBES' ITM** for industrial visits with further training on different topics after finalizing the schedule with prior permission of various industries/organization based in Adelaide. The overall charges can be decided based on duration, type of visits and training modules. With mutual consent and prior permission from and/or between the concerned institutes, students of the **SSBES' ITM** may be allowed to do projects (as part of their curriculum) and short-term courses, internship programs during summer or during semester-break in collaboration with **EEPL**.
- **EEPL** may organize seminar, workshop or conference at the **SSBES' ITM** campus. In such cases the **SSBES' ITM** will provide all the logistic support to the **EEPL**.
- Any other academic activities may be jointly organized by the **EEPL & SSBES' ITM** like co- hosting of workshops, seminars etc., after due consultation, assessment and mutual consent.

### **4. COOPERATION AGREEMENT**

Cooperation between the Parties may include activities such as:

- The development of a strategic research action plan
- The identification of key priorities with the view to develop and submit research funding applications to different funding agencies and any other relevant opportunities
- Development of co-authored publications, communications and dissemination of research findings
- The identification of students to undertake short term projects and internships
- Student and staff visit to Australia for industry experience and training in identified areas
- Joint research projects of mutual interest in relation to the advancement of circular economy, resource recovery and environment management in general
- Joint activities, including seminars, conferences and public lectures
- Exchange of knowledge and information in identified areas
- Such other projects for mutual benefit that are agreed upon by both Parties

## **5. ACTIVITIES**

- Any activities or arrangements including specific research collaboration projects that are intended to give rise to legally enforceable rights or obligations will be the subject of separate formal written agreement between the Parties.
- Collaborative activities may include but not limited to development of projects that value add, enhance or promote student and university well-being, sustainability and community engagement and management, including adapting and responding to future challenges such as climate change, food security, and migration/population development.

## **6. FORCE MAJEURE**

Neither the **SSBES' ITM** nor **EEPL** shall be held responsible for non-fulfillment of their respective obligations under this agreement, due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, riots, civil commotions etc., provided on the occurrence and cessation of any such event the parties affected thereby, shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure continues beyond six months, the parties shall jointly decide about the future course of action.

## **7. TERMINATION OF AGREEMENT**

This agreement may be terminated by either of the parties forthwith if either of them commits breach of any of the terms hereof and shall have failed to rectify such breach within thirty days of the notice in this behalf having been served on it by the other party i.e. either **SSBES' ITM** or **EEPL** in correspondence; as the case may be. In addition to the above reasons, this agreement may be terminated forthwith if either of the parties voluntarily or involuntarily enters into official dilution, bankruptcy or similar recognizable proceedings or if, applications invoking such proceedings have been filed.

## **8. DURATION**

This 'Memorandum of Understanding' shall remain valid for a period of five years from the date of signing of the MOU. After this, the MOU may be terminated or may be renewed after judging the then situation.

## **9. SETTLEMENTS**

Upon termination of the agreement: All rights granted to **EEPL** and The **SSBES' ITM** hereto, shall cease to exist forthwith; except the obligation of The **SSBES' ITM** to keep collaborative activity in confidence, accrued on or prior to the date of such termination, make written reports and keep records, files and books, and the right of **EEPL** to inspect the same.

## **10. AMENDMENTS TO THE AGREEMENT**

No amendment or modification of this MOU shall be valid unless the same is made in writing by either the parties or their authorized representatives, specifically stating



the amendment to this MOU. The modifications /changes shall be effective from the date on which they are executed; unless otherwise agreed to. In general, the MOU will be amended on yearly basis, if required, on mutually agreed terms.

## 11. ASSIGNMENT OF THE AGREEMENT


The rights and/or liabilities of this MOU shall not be assigned except with the written consent of The **SSBES' ITM** and **EEPL**, subject to such terms and conditions, as may be mutually agreed upon, by both the parties.

The details of this agreement are to be decided by mutual consultation between the two parties. Both parties understand that all terms and conditions of the above-mentioned activities as well as financial arrangements will have to be negotiated and established in separate written agreements.

### Seal of Parties

Executed for SSBES' ITM, Nanded (MS) by

Executed for EEPL Australia by

  
**Dr. S.B. Thorat**  
**Director**  
SSBES' Institute of Technology &  
Management, Nanded (MS)  
431602. India

Date: 18-December-2019

Director  
Shri Sharda Bhavan Education Society's  
Institute of Technology and Management,  
NANDED.



  
**Dr. Jayant Keskar**  
**Founding Director & CEO**  
6 Carnegie Place Mawson Lakes SA,  
5095, Australia

Date: 18 -December-2019

