

Collaborations leading to Knowledge exchange

MoU signing between ASAP AUUP and CII-IGBC on 14th October 2022, to promote Green Education and Green Practices in Built Environment.

The objective of the MoU signed between Amity University and Confederation of Indian Industry (CII)- Indian Green Building Council, was to create an efficient industry collaboration for knowledge gain through collaborative activities and “Training cum Certification” program for all the faculties and students alike. It would enhance the faculty portfolio by attaining proper certification and become a qualified IGBC Accredited Green Building Professionals from CII-IGBC, who have years of experience in the development of green building ratings, facilitation, audits, certification, etc.

The collaboration is intended to add value to the existing knowledge of faculties and students, with respect to capacity building within the schools and Institutions of the Amity group and train the faculty who would then be able to pursue Green Education, Sustainable Agenda 2030, Climate change & challenges, and Utilization of appropriate technologies as a part of the habitat, which contributes to the Sustainable Development Goals.

The faculty program would result in the following benefits to the participants:

1. Exposure to Green Building concepts, design, construction, and operation techniques
2. Acquire knowledge of IGBC Green Building Rating Systems
3. Equip to monitor and sustain the Energy & Water Savings conceived during the design
4. Exposure to Green Building Case Studies
5. Accreditation as ‘IGBC Accredited Faculty’

Signed MoU:

**AMITY SCHOOL OF
ARCHITECTURE & PLANNING**



Confederation of Indian Industry



Memorandum of Understanding (MOU)

This MOU is made on this 14th day of October 2022

BETWEEN

Amity School of Architecture & Planning an institution of **Amity University Uttar Pradesh (AUUP)**, a University established and incorporated under Amity University Uttar Pradesh Act, 2005 (UP ACT No.11 of 2005) and UP Private Universities Act 2019 (UP ACT No.12 of 2019) situated at Sector-125, Noida-201313, U.P. (hereinafter referred to as "ASAP", which expression, unless repugnant to the context thereof, shall mean and include its successors and assignees) through its duly authorized representative, **Dr B.L.Arya, Registrar, Amity University Uttar Pradesh of the FIRST PART**

AND

CII – Indian Green Building Council having its registered Office at **Confederation of Indian Industry, The Mantosh Sondhi Centre, 23, Institutional Area, Lodi Road, New Delhi - 110 003** (hereinafter referred to as "CII-IGBC", which expression, unless repugnant to the context thereof, shall mean and include its successors and assignees) through its duly authorized representative, **Mr Sachin Sharma, Chairman, IGBC Western UP Chapter of the SECOND Party.**

"ASAP-AUUP" and "CII-IGBC" are referred to collectively as '**PARTIES**' and individually as '**PARTY**' as the context may require.

WHEREAS

Amity School of Architecture & Planning an institution of Amity University Uttar Pradesh which is part of Amity Education Group which has been sponsored and promoted by Ritnand Balved Education Foundation (RBEF) has over 1,75,000 students studying across over 1300 acres of hi-tech campuses. Today Amity Education Group has 11 Universities, 26 schools and pre-schools, 17 global campuses. Over 1700 patents are filed by the faculty, Scientists and researchers. Faculty has 300+ collaborative funded projects from Government, Industry and International agencies. Amity group has 4000+ faculty including eminent scientists with diverse disciplines. Amity University Uttar Pradesh has been accredited by National Assessment and Accreditation Council (NAAC) with 'A+' Grade in 2018.

WHEREAS



The Indian Green Building Council (IGBC), which is part of CII, was formed in the year 2001. The vision of the council is to "Enable sustainable built environment for all and make India one of the global leaders in sustainable built environment by 2025". With a footprint of 20,000 sq. ft. in 2003, today IGBC has over 7,128 projects equivalent to 8 billion sq. ft. of green building footprint, spread across various geographic locations of the country.

The Council's activities have enabled a market transformation regarding green building concepts, materials and technologies. The Council members work together to develop green building standards and guidelines and educational tools that enable the adoption of sustainable building designs and practices. IGBC has more than 320 student chapters in engineering and architectural colleges across the country for educating students on the latest green building concepts.

AND WHEREAS

Both parties have entered into this MOU with an objective *"to launch 'Courses on Green Education' in Departments of Architecture and Planning and prepare the students to become industry-ready in their Careers in 'Green Built Environment'.*

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1.0 Scope of Work / Services

- 1.1 Develop and offer 'Practical & Industry Oriented Course' on 'Green Built Environment' for Architecture & Planning students.
- 1.2 Train nominated faculty from the college on the concepts of green built environment and certify them as 'Accredited Faculty'.
- 1.3 Offer the course on 'Green Built Environment' as an elective in above mentioned departments with the support of the Accredited Faculty.
- 1.4 Provide classroom training and online courses
- 1.5 Facilitate practical exposure by guest industry experts & site visits.
- 1.6 Prepare students to become 'IGBC Accredited Professional - Associate' and Industry ready for their careers in green built environment.
- 1.7 Other related activities as found appropriate by both the parties

2.0 Roles and Responsibilities

The roles and responsibilities of the Parties under this MOU will be as follows:

ASAP-AUUP will be responsible for the following activities:

- (i) Offer elective course on "Green Built Environment" for Architectural & Planning students in the College.

Roles and Responsibilities of CII-IGBC

1. Develop the course content for Architectural & Planning under-graduate students
2. Train the faculty for offering the courses and award accreditation to faculty.



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- (iv) Provide support for giving practical insights (like online courses) to the students and facilitate them to become Accredited Professionals

Assessment

- (a) Parties to assess the students for the assessment as per the University laid down framework.
- (b) The students must pass the exam of the course. Reappearance for failed / uncompleted exam is mandatory.
- (c) The marks secured by the student in course exam will be reflected in the semester and final grade sheet.
- (d) Certificates issued for the qualified students will have logos and authorized signatures of both the parties.

Confidentiality

Both Parties shall not, without the express written permission, disclose any confidential information to any third Party, person, entity, etc. in any manner, directly or indirectly. For the purpose of this MOU, "Confidential Information" shall mean any and all technical or non-technical information or know-how relating to the business, services and/or products of the disclosing Party or a third party, including without limitation of any research, products, services, ideas, know-how, methods, business plans, developments, inventions, trademarks/logos, processes, techniques, designs, components, parts, documents, drawings, electronic files, data, sketches, plans, programs, specifications, software, and/or distribution, engineering, marketing, customer, vendor, financial, merchandising, sales, and employee information and/or other materials which are disclosed by one Party or on its behalf to the other Party or its employees or agents, directly or indirectly, in writing, orally, electronically, or by drawings or inspection.

However, it excludes any information which is:

- (i) already in the public domain or becomes published or available to the public other than by a breach of this Agreement or any confidentiality obligation owed to the disclosing Party, but Confidential Information shall not be deemed to be in the public domain merely because any part of the said Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are known or become known to the public;
- (ii) rightfully received from a third party without breaching any obligation of confidentiality under this agreement and that the received information is not derived out of or pursuant to the confidential information disclosed by the Disclosing Party pursuant to this MOU.;
- (iii) independently developed by employees or agents of the receiving Party without direct or indirect access to or use of the Confidential Information of the disclosing Party;
- (iv) known to the receiving Party at the time of disclosure without an obligation of confidentiality;
- or
- (v) produced in compliance with applicable Law or a court order, provided that the receiving Party first gives the disclosing Party reasonable notice of such Law or order and gives the



disclosing Party opportunity to oppose and/or attempt to limit such production, unless the Law or court order prohibits giving of such notice. In such cases, the receiving Party will only disclose those portions of the Confidential Information that are legally required and will use all reasonable efforts to maintain the confidential treatment of such Confidential Information.

0 General Conditions

1 This MOU does not establish a joint venture or partnership between the Parties. The MOU does not imply any financial obligations or legal binding on either party and is intended only to provide the general principles and key terms for initial co-operation and to facilitate further discussions.

2 Financial obligations with regard to any programs/activities shall be discussed and acted upon by the parties through separate agreement in writing.

3 Both parties hereby agree, under this MOU, to indemnify and hold each other harmless.

4 Both parties shall mutually respect the confidentiality and intellectual ownership of information shared between them.

If new intellectual property being developed /generated during the course of this MoU then rights of ownership among AUUP and CII-IGBC be governed by a separate agreement in writing based on proportion of contribution of the parties.

0 Term and Termination

1 This MOU will be effective for 36 months from the date of signing. It may be further renewed by mutual agreement in writing.

2 Amendments and additions may be made to the MOU subject to the written consent of both the parties.

3 MOU can be terminated by either party with minimum 90 days prior notice in writing to the other party.

0 Governing Law and Dispute Resolution

The validity, interpretation, enforceability and performance of this MOU shall be governed and constructed in accordance with the Laws in India.

Venue of settlement for any disputes which may arise under this MOU shall be at Noida.

Disputes arising between the parties out of or in connection with this MOU shall as far as possible be settled amicably.

If amicable settlement cannot be reached within 30 days from the date of the occurrence of the dispute, the matter under dispute shall be finally settled without recourse to the courts, in accordance with the provisions of the Arbitration and Conciliation Act 1996 and amendments thereto, if any. The arbitration shall be conducted by the arbitrator(s) appointed by mutual consent of both the parties in accordance with the rules of the said Act. The arbitral award shall be final and binding upon both the parties. The arbitration proceedings shall be held at Noida.



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All proceedings shall be conducted, including all documents presented in such proceedings, in English language.

Notices

Any and all notices, consents, claims, requests or other communications required or permitted to be given under any of the provisions of this MOU shall be in writing either through facsimile or by mail to be delivered by hand or by post / courier against acknowledgement. The notice shall be deemed to have been received on the next day of transmission if sent through facsimile and five days of date of dispatch if sent through mail. The notice aforementioned shall be given in attention of the concerned persons at the following addresses (or to such other address as any Party may specify by notice to other Party):-

In case of ASAP-AUUP:-

Registrar
Amity University Uttar Pradesh
Sector-125, Noida 201313 (U.P.)

In case of CII-IGBC :-

Mr. Sachin Sharma
Chairman, IGBC Western UP Chapter
Confederation of Indian Industry
The Mantosh Sondhi Centre, 23, Institutional Area, Lodi Road, New Delhi - 110 003

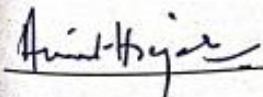
WITNESS WHEREOF, parties hereto set and subscribe their respective hands on the 14th day of October 2022 .

SIGNED AND DELIVERED
BY THE WITHNAMED

Dr. B. L. Arya
Registrar
Amity University Uttar Pradesh

PARTY OF THE FIRST PART


In the presence of:



Prof. (Dr.) Amit Hajela
Director,
Amity School of Architecture & Planning (AUUP)

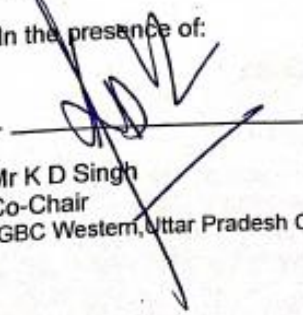


SIGNED AND DELIVERED
BY THE WITHNAMED


Mr Sachin Sharma
Chairman
IGBC Western UP Chapter

PARTY OF THE SECOND PART

In the presence of:

2. 
Mr K D Singh
Co-Chair
IGBC Western, Uttar Pradesh Chapter