

MEMORANDUM OF UNDERSTANDING

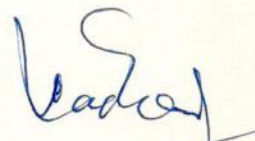
We, the undersigned on behalf of Tecumseh Products of India Limited and Indian Institute of Technology, Delhi, hereby agree to establish a "Ray W. Herrick Chair" for Engineering and Development of Airconditioning and Refrigeration at Indian Institute of Technology, Delhi.

The main objective of this position is to promote research and academic work in the engineering and development of airconditioning and refrigeration.

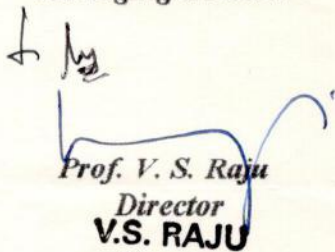
Tecumseh Products India Limited shall make available an amount of Rs.30,00,000 (Rupees Thirty lakh) to the Indian Institute of Technology, Delhi as an outright grant for the sole purpose of creation of perpetual position of a Professor at the Indian Institute of Technology, Delhi, to achieve the objective stated above.

Tecumseh Products India Limited and the Indian Institute of Technology, Delhi, agree to sign an appropriate memorandum of Understanding to achieve this objective.

For Tecumseh Products India Limited:


K. S. Madhavan
Managing Director

For Indian Institute of Technology, Delhi


Prof. V. S. Raju
Director
V.S. RAJU
Director
Indian Institute of Technology
Hauz Khas, New Delhi-110 016

signed on the 26 day of MAY, 1999 in New Delhi.

MEMORANDUM OF UNDERSTANDING BETWEEN TECUMSEH PRODUCTS INDIA LIMITED AND INDIAN INSTITUTE OF TECHNOLOGY, DELHI

THIS MEMORANDUM OF UNDERSTANDING made at NEW DELHI on this day of MAY 26, 99 between TECUMSEH PRODUCTS INDIA LIMITED established under the Companies Act, 1956 (1 of 1956) having its Registered Office at 56 WHS, Furniture Block, Kirtinagar, New Delhi - 110 015 (hereinafter referred to as 'Tecumseh') and The INDIAN INSTITUTE OF TECHNOLOGY, DELHI having its office at New Delhi (hereinafter referred to as the 'IITD') witnesseth as follows:

1. Objective:

The main objective for which the perpetual position of Professor will be created is to promote research and academic work in the Engineering and Development of Airconditioning and Refrigeration.

2. Title of the Perpetual Position of Professor

The Perpetual Position of Professor will be designated as "Ray W. Herrick Chair" in the area of Airconditioning and Refrigeration and will be henceforth referred to as "The Professor" in this Memorandum.

3. Outright Grant:

Tecumseh shall make available an amount of Rs.30,00,000 (Rupees thirty lakh) to the IIT Delhi, as an outright grant for the sole purpose of creation of a perpetual position of a Professor at IIT, Delhi to achieve the objective stated above. Expenditure over and above the income generated from the above Rs.30.00 lakh, including any shortfall occurring on account of any upward revision of the salary of the Professor at a later date will be borne by the IIT Delhi out of its own resources.

4. Investment of the Fund:

As per IIT Delhi norms, in its corpus fund.

5. Utilisation of Grant:

An outright amount of Rs.30.00 lakh will be utilised for the purpose of meeting the expenditure in relation to the objective stated above. An annual statement of income and expenditure relating to the Professor shall be submitted by the IITD to Tecumseh within 3 months of the close of its financial year. The audited statements will however be submitted within one month after the accounts of the IITD are finalised.

6. Accounting Procedure:

A separate account will be maintained for the income and expenditure pertaining to the grant.

[Handwritten signatures]

7. **Appointment of Professor:**

The procedure for selection of the Professor and the essential qualification would be the same as followed by the IITD in other cases for the appointment of Professors of similar status. However, Tecumseh representative will be present in the selection committee.

Similarly the technical staff to assist the Professor would be selected according to the procedure followed by the IITD for selecting such staff.

The IITD shall take steps to ensure that the Professor post does not remain vacant ordinarily for more than 6 months at a time.

8. **Tenure:**

The tenure of the Professor will not exceed five years at the time of appointment and subsequent extensions, each for a further period of five years will be subject to the review of the performance and judged as satisfactory by Tecumseh and IITD.

9. **Terms of appointment of the Professor:**

The Professor would be subject to all the rules and regulations of the IITD as any other Professor there. The Professor may be given the scales and other allowances prevailing in the IITD from time to time. In addition to the emoluments as specified above, the Professor may also be given suitable residential accommodation or house rent allowance as admissible under IITD rules. Likewise the emoluments and amenities provided to the technical staff will be governed by the rules prevailing in the IITD for such staff.

10. **Role of the Professor**

In addition to conducting regular courses in his area of specialisation in the IITD, the Professor may be required to guide Ph. D scholars to conduct seminars and to promote interaction between Tecumseh and IITD in the area of refrigeration and airconditioning through Consultancy and sponsored projects as per IITD norms. Once in 2 years, in consultation with Tecumseh, the Professor should present his work in public, the place being chosen by the Advisory Committee (it may be an International Conference).

The results of specific projects sponsored by Tecumseh to IITD and handled by the Professor shall be kept confidential.

11. **Advisory Committee:**

The research work within the field of "Airconditioning Refrigeration" to be undertaken by the Professor shall be finalised by him in consultation with an Advisory Committee consisting of the following:

- (a) Director IIT, D - Chairman
- (b) One Senior Faculty of IIT Delhi nominated by Director IITD
- (c) One expert from outside the Institute, who is an expert in this field, selected jointly by Tecumseh and IIT Delhi
- (d) Chief of R&D, Tecumseh
- (e) "Ray W. Herrick Professor - Convenor

Kri *Ms* *W* *J*

12. **Functions of the Advisory Committee:**

The Advisory Committee will be responsible for the general review of the functioning of the CHAIR as laid down in various clauses of this MoU. In addition it may annually approve utilisation of funds from the income of the endowment for such items as doctoral fellowships, stationary, clerical assistance and travel etc.

13. **Doctoral Fellowship**

Doctoral Fellowships consistent with the objectives of the grant may be instituted by the IITD depending on the availability of surplus funds from the income of the grant and in accordance with the rules applicable to such fellowships in the IITD

14. **Patents**

Tecumseh shall be the absolute and lawful owner of all the outcomes of research projects solely funded *separately* by Tecumseh through the Tecumseh Professor, including inventions, patents and other intellectual property rights acquiring from such research.

15. **Annual Report by the IIT Delhi:**

After the end of the academic year, the IITD shall submit a report on the work undertaken by the Professor during the previous year and indicate the research and other academic work to be undertaken in the following year.

All the matters of disputes shall be executed subject to the jurisdiction of the Delhi court.

The MoU is signed subject to approval of the appropriate authorities on both sides

(K.S. Madhavan)
Managing Director
For Tecumseh Products India Limited

Date : 26/5/99

(V.S. Raju)
Director
For Indian Institute of Technology, Delhi

**Indian Institute of Technology
Hauz Khas, New Delhi-110 016**

Date: 26/5/99