

Memorandum of Understanding (MOU)

This Memorandum of Understanding ("MOU") is executed in Gurugram on **28.02.24** ("Effective Date") by and among

Faculty of Engineering & Technology, under the **Shree Guru Gobind Singh Tricentenary University**, having its registered office at Budhera, Gurugram-Badli Road, Gurugram, Haryana-122505 (hereinafter referred to as "SGT University" or "SGT", which expression shall unless repugnant to the meaning or context hereof be deemed to include its representatives, executors, administrators, its agents and permitted assigns) and is duly represented by **Dr. Joginder Yadav**, Registrar, SGT University as the First Party

And

BE Geo Infra, a sole proprietorship firm, having its registered office at, **1/87 Housing Board, Sikar, Rajasthan-332001**, hereinafter referred to as "**BE Geo Infra**", which expression shall unless repugnant to the meaning or context hereof be deemed to include its representatives, executors, administrators, its agents and permitted assigns, acting through its authorized signatory **Mr. Mahipal**, as the Second Party.

Both **SGT University** and **BE Geo Infra** are individually referred to as the Party and jointly as the Parties.

WHEREAS:

1. **SGT University** and **BE Geo Infra** believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
2. The Parties also believe that budding graduates from the Institutions could play a key role in technological up-gradation, innovation, and competitiveness of an industry and therefore close co-operation between the two would be a major benefit to the student community to enhance their skills and knowledge. The parties also intend to keep each other informed of potential opportunities and share all information that may be relevant to secure additional opportunities for one another.

NOW, THEREFORE, THIS LETTER WITNESSETH AND PARTIES COVENANTS:

1. TERMS

- a. **Placement & Internship Opportunities:** Placement and the internship opportunity will be provided by **BE Geo Infra**, to the students of SGT University based on their CGPA and PI performance. The criteria for the consideration of the candidates will be solely decided by **BE Geo Infra**.
- b. **Webinars/Seminars:** **BE Geo Infra** and **SGTU**, in collaboration, will conduct seminars and webinars for the students, to train and acquaint them with the industry requirements.
- c. **Workshops/ Training Sessions:** **BE Geo Infra** and **SGTU**, in collaboration, will conduct Workshops/ Training Sessions for the students, to upskill their abilities, at the SGT University.

2. TERM AND TERMINATION

The MOU shall be effective and enforceable from the date of authentication by both the Parties. The MOU shall be valid for a period of 12 months. Before the expiry of the MOU, in case either of the parties do not notify within 10 days in writing to the other that they wish to rescind from the MOU, the MOU shall be automatically extended for a further period as per agreed terms in between the Parties to the present MOU.

It may, however, be open to either of the Party to terminate the MOU by giving the other party a notice period of 10 days. However, both the Parties will meet any residual obligations in connection with the present MOU, notwithstanding its termination.


Registrar
SGT University
Budhera, Gurugram

For: BE GEO INFRA

Proprietor

3. CONSIDERATION

The Parties have entered into this Agreement on the basis of mutual benefits to be derived pursuant to the aforementioned arrangement.

4. INTELLECTUAL PROPERTY RIGHTS

Each Party shall retain all right, title, and interest in its works, creations, and inventions, including all intellectual property rights therein (collectively "IPR Rights"), and nothing herein is intended or shall be deemed to be a transfer, license, release or waiver of its IPR Rights. Either party may use the name, registered trademarks, service marks, logos, insignia, or any other proprietary designation (collectively the "Marks") of the other Party or its products or services with the other Party's prior written approval, however, nothing in this MOU shall be deemed, construed or interpreted as granting to either Party any right to use any of the Marks, products or services of the other Party. While using the said Marks, the party which uses the said Marks shall comply at all times with the current version of the applicable mark and logo guidelines of the other party without any fail.

5. AMENDMENT

Any modification, amendment, or waiver of any provision of this MOU shall be effective if, but only if, in writing and signed in person or by a duly authorized representative of each party against whom enforcement of such modification, amendment or waiver is sought.

6. GOVERNING LAW AND JURISDICTION:

This MOU shall be governed by and construed in accordance with the substantive laws of the Republic of India. The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Gurugram.

7. INDEPENDENT CONTRACTORS

The status of the parties under this MOU shall be that of independent contractors. No party shall be authorized to waive any right or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other or to make any statement that it has the authority to do so. Nothing in this MOU shall be construed as establishing a partnership, joint venture, agency, employment, or other similar relationship between the parties hereto.

8. ASSIGNABILITY

This MOU shall not be assignable or otherwise transferable by a party without the prior written consent of the other party.

9. DISPUTE JURISDICTION AND RESOLUTION

Any and all differences and disputes whatsoever arising between the parties shall in the first instance be resolved mutually between the parties and in the event of a non-resolution the matter may be referred to arbitration to a person jointly appointed by the parties as per the law relating to arbitration in India and the decision of the arbitrator shall be final and binding on all parties. The arbitration proceedings shall be held in Gurugram.


10. FINANCIAL IMPLICATIONS

No financial commitments, in any regard, are part of this MOU, between SGT University and BE Geo Infra.

11. CONFIDENTIALITY:

Neither party shall publicize this MOU and the annexes thereto, the provisions herein or related subject matter to any third party unless agreed to in writing by the other party. The parties agree that any proprietary business and/or technical information or material received orally or in writing and which is designated as "Confidential" or similar restrictive legend (hereinafter "Confidential Information") provided in connection with this MOU will be held and maintained in confidence, including this MOU and its annexes, and shall not be disclosed to any third party without the prior written consent of the disclosing party. The obligation upon the parties to protect the Confidential


Registrar
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Proprietor

Information of the other under this MOU shall survive any expiration or termination of the relationship between the parties for any reason.

12. PARTIAL INVALIDITY:



If any clause, paragraph, term, or provision, of this MOU or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, such clause, paragraph, term or provision shall be deemed several and the remainder of the MOU shall remain valid and enforceable.

13. FORCE MAJEURE:

If the performance of this MOU or of any obligation hereunder is prevented, restricted, or interfered with by reason of any cause beyond the reasonable control of the affected party, such party, upon prompt written notice to the other party, shall be excused from such performance to the extent of the aforementioned prevention, restriction or interference.

BOTH SGT UNIVERSITY AND BE GEO INFRA HAVE EACH CAUSED THIS LETTER TO BE DULY EXECUTED BY ITS AUTHORIZED REPRESENTATIVES.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed on the day and year first hereinabove written and, in the manner, hereinafter mentioned.

The First Party	The Second Party
 Registrar SGT University Budhera, Gurugram Shree Guru Gobind Singh Tricentenary University, Gurugram-Badli Road, Gurugram, Haryana 122505	For: BE GEO INFRA  Proprietor Mr. Mahipal Managing Director BE Geo Infra 1/87 Housing Board, Sikar Rajasthan-332001

For: BE GEO INFRA

Proprietor