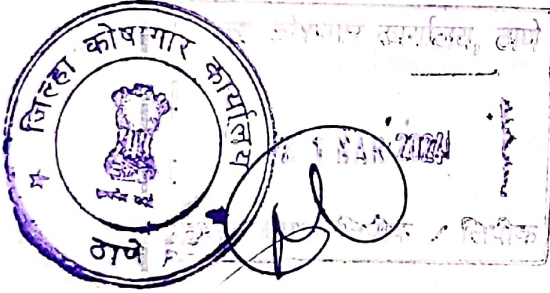


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19 APR 2024

CK 563369



MEMORANDUM OF UNDERSTANDING

Between

BVB's, Civil Engineering Department, Sardar Patel College of Engineering, Mumbai
CED, SPCE

And

Bureau Veritas India Private Limited, 72 Business Park, Ground Floor, Marol
Industrial Area, MIDC, Cross Road 'C', Andheri (East), Mumbai 400 093

PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between on this ____
day of July, 2024.

The Civil Engineering Department, Sardar Patel College of Engineering, Mumbai,
represented by Prof. Dr. Hansa Jeswani, acting as HoD, Civil Engineering
Department. SPCE and Prof. Dr. Reshma Raskar Phule, Senior Faculty, CED (hereafter
referred to as the "SPCE"), with registered address at Bhavan's Campus, Munshi Nagar,
Andheri West, Mumbai 400058;

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And

Bureau Veritas (India) Pvt. Ltd., a company incorporated under the laws of India, with registered address as 72 Business Park, Ground Floor, Marol Industrial Area, MIDC, Cross Road 'C', Andheri (East), Mumbai 400 093, represented by **Mr. Amit Ghosh**, acting as **Director** (hereinafter referred to as the "**Bureau Veritas**").

"SPCE" and "**Bureau Veritas**" are referred to collectively as "**Parties/ Institutions**" or individually as "**Party**".

WHEREAS:

- A. **Sardar Patel College of Engineering**, a government-aided autonomous engineering college, is a renowned engineering college located in Mumbai, India offering strong courses in computer engineering and electronics education.
- B. The Bureau Veritas group is a global leader specialized in the inspection, testing, analysis, audit and certification of products, infrastructure (buildings, industrial sites, equipment, ships, etc.) and management systems in relation to regulatory or voluntary standards.
- C. The Parties recognize the mutual interest and benefit of learning, knowledge transfer program, teaching and/or research, placement activities, carrying out collaborative research activities, projects and internships and overall societal benefit (hereinafter the "**Project**").

NOW THEREFORE the Parties agree on the understanding as follows:

1. Purpose of the MoU

- 1.1 The primary objective of this MoU is learning, knowledge transfer program, teaching and/or research, internship, placement activities and overall societal benefit.
- 1.2 To develop industry ready engineering graduates by carrying out collaborative research activities, projects and internships, conducting workshops, seminars, guest lectures, curriculum framing and collaborative research.

2. Areas of Collaborations

The areas of potential collaboration between the Parties in the fields of training, employment, internships, education, teaching, research and innovation shall include, but not be limited to:

2.1 Academics

- 2.1.1 Both Parties may invite personnel and/or faculty members from the other Institution to visit and be involved in short-term teaching and/or consultation/training programmes.



- 2.1.2 Bureau Veritas personnel can be part of Industry Consultation Committee and Board of Studies for framing curriculum and course contents as per industrial needs.

2.2 Students Internship, Training and placements

- 2.2.1 Students from SPCE who wish to do internships/ projects with Bureau Veritas may carry out research work under the mentorship of guides from both institutions.
- 2.2.2 SPCE Civil Engineering Dept.(CED), is responsible for collecting and reviewing their student requests and applications and formally recommending students to Bureau Veritas for Internship and Training
- 2.2.3 Students from SPCE CED can do the internship at the other institution during summer and winter vacation or as per the academic rules and policies of specific regulation.

2.3 Research Collaborations

- 2.3.1 Joint research projects/publications from both institutions.
- 2.3.2 One institution seeking expertise from faculty of other institution for establishing some research labs or facilities in some niche areas of research.
- 2.3.3 Allowing each other to use some lab or research facility for some joint or standalone research activity or project as per the terms and conditions agreed upon by both parties on a case-to-case basis.

3. Intellectual Property and Research Collaboration Agreements

All publications resulting from the educational and research collaborations between the two Institutions shall acknowledge the expertise of the collaboration formed under this MoU. Likewise, subject to written consent by the parties, the relationship between the parties shall be mentioned in all courses and formal presentations that result from any collaboration formed under this MoU.

4. Corresponding Members

To facilitate MoU in a results-oriented manner a Co-ordination Committee with the following constitution will be there:

- I. HoD as Chairperson
- II. Senior Faculty as Co-Chairperson

5. Financial Obligations

The financial obligation will be based on the activity to be undertaken and will be decided by mutual consent between both parties as per the activity.

6. Status of the Parties

- 6.1. Nothing in this MOU shall be deemed to constitute either Party as the agent of the other Party or authorize either Party:
- (a) to incur any expenses on behalf of the other Party;



- (b) to enter into any engagement or make any representation or warranty on behalf of the other Party;
 - (c) to pledge the credit of, or otherwise bind or oblige the other Party; or
 - (d) to commit the other Party in any way whatsoever,
- without in each case obtaining the other Party's prior written consent.

6.2. Nothing in this MOU shall with respect to any third party, be deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership or formal business entity of any kind.

7. Commencements, renewable, termination and amendment

This MoU will come into force upon affixing the signatures of the representatives from both institutions and will remain in effect for five (5) years, unless terminated earlier. This MOU may be renewed upon its expiry with the mutual agreement of both parties, at least before 3 (three) months of the expiry date.

If either party wishes to terminate the MoU at any time, the party must notify the other party not less than three (3) months prior to the expiry of the MoU. Upon the expiration date or the withdrawal of a Party from this MOU, each Party shall proceed to take immediate steps to cease the MOU in an orderly manner and hand over all documents, records, materials and specifications to the respective owner as applicable.

8. Confidentiality & Intellectual Property

8.1 For the purpose of this article 8, "Confidential Information" includes all technical know-how, financial information, and other information in whatever form, including, but not limited to, technical methodologies, unpatented inventions, trade secrets, formulae, graphs, drawings, designs, tables, flow charts, process charts, devices, models, know-how, copyright in and to documents/software and other materials of any kind, and personal data, communicated orally or in writing by the Disclosing Party to the Receiving Party and includes all other such information that may be in the possession of the Disclosing Party's employees or management.

"Disclosing Party" means the Party that is disclosing its Confidential Information to the other Party.

"Receiving Party" means the Party that is receiving Confidential Information from the other Party.

8.2 Any Confidential Information disclosed to either Party pursuant to this MOU shall not, without prior written consent of the other Party, be disclosed to a third party or be used for any purpose not expressly permitted in writing by the other Party.



8.3 The confidentiality provisions apply to all Confidential Information exchanged by the Parties, including without limitation any Confidential Information exchanged during preliminary discussions and negotiations relating to matters within the scope of this MOU. However, the confidentiality obligations under this MOU shall not apply under the following circumstances:

- (a) the Confidential Information was previously known to the Receiving Party without restriction prior to receipt hereunder as evidenced by the records of the Receiving Party;
- (b) the Confidential Information is now or hereafter becomes available to the public in the form of a publication through no breach of this MOU;
- (c) the Confidential Information is subsequently disclosed to the Receiving Party without restriction by a third party having lawful right to disclose such information; or
- (d) the Confidential Information is required by law to be disclosed.

8.4 Each Party agrees and undertakes that it shall ensure that all the employees, agents and students to whom Confidential Information is divulged are made aware of and comply with the obligations as to the confidentiality herein contained.

8.5 The confidentiality obligations as set out in this MOU shall continue to remain in force for a period of 10(ten) years from the date of the expiry or termination of this MOU.

8.6 Each Party shall remain the exclusive owner of the know-how, trademarks, patents, copyright or other intellectual property rights which it has created whether before or after the commencement date of this MOU and whether or not associated with this MOU or the Project. In particular, inventions, know-how, designs or work results (the "Results") developed by a Party within the framework of this MOU shall remain the exclusive ownership of that Party. This MOU shall neither create nor transfer any intellectual property rights between the Parties and it does not allow any Party to use any such rights belonging to any other Party.

8.7 Neither Party shall use the names, service marks, trademarks and copyrights of the other Party except solely to the extent that it obtains the prior written approval of the other Party and then only in the manner prescribed by the other Party.

8.8 Neither Party shall represent, advertise or make any press or other public announcement in any manner whatsoever concerning any aspect of this MOU or the Project without the prior written approval of other Party.

9. Data Protection:

- a) Both Parties undertake that it, their employees or any person acting on their behalf shall comply with all applicable laws and regulations, including all applicable national, state, and local privacy laws or regulations and in particular the EU General Data Protection



Regulation 2016/679 of 27 April 2016 and The Digital Personal Data Protection Act, 2023, as applicable (Together "Data Protection Laws").

10. Obligations and Liabilities of the Parties:

- a. Each Party shall conduct all of its activities pursuant to this MOU in compliance with all laws, rules, and regulations applicable to such Party.
- b. Save for cases of force majeure, each Party shall be liable to the other Parties for any damage which it, its employees, agents and students willfully or negligently cause to the other Parties by fault (willful misconduct or intentional omission and any form of negligence).
- c. In no event shall any Party be liable, in tort or in contract, for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

11. Miscellaneous

11.1 **Notice:** Any notice must be made in writing to the nominated address of the Party and sent whenever practical by registered letter with acknowledgment of receipt or personal delivery.

11.2 **Governing Law:** The binding provisions of this MOU, and all negotiations and any legal agreements prepared in connection with the Project, and any dispute or claim arising out of or in connection with them or their formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws and regulations of India.

11.3 **Dispute Resolution:** Any difference or disputes arising out of or in connection with the validity, interpretation or execution of this MOU shall be settled by an amicable effort of the Parties. Such effort shall be deemed to have failed when one of the Parties so notifies the other Parties in writing. If the effort to reach amicable settlement has failed, the courts of Mumbai, India shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this MOU.

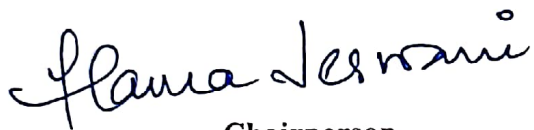
11.4 This Agreement or its renewal and the actions taken under it shall be reviewed every year. Modifications may be made by mutual agreements and any amendment or extension to the Agreement may be formalised by the exchange of letters between the two parties. This MOU supersedes all previous arrangements, representations, understandings, negotiations, communications and the like, whether oral or written, with respect to the subject matter between the Parties.



IN WITNESS WHEREOF the Parties have executed this Agreement on the date first mentioned above.

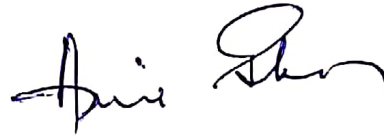
Signatories:

SPCE



Chairperson
Prof. Dr. Hansa Jeswani
HoD, Civil Engineering Department
SPCE

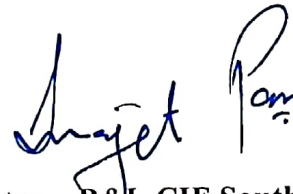
Bureau Veritas India Private Limited



Senior Vice President, CIF South Asia
Amit Ghosh



Co-Chairperson
Prof. Dr. Reshma Raskar Phule
Senior Faculty, CED



Director – B&I, CIF South Asia
Surajit Sankar Pan

WITNESS

WITNESS

