MEMORANDUM OF UNDERSTANDING

between



and



Indian Institute of Technology
Roorkee

For Exploring Business Avenues across the Globe for Bidding and carrying out Infrastructure Projects

January 2022

MEMORANDUM OF UNDERSTANDING

THIS **MEMORANDUM OF UNDERSTANDING** is made the 11th day of January 2022,

BETWEEN

RITES Limited, A Government of India Enterprise (CIN-L74899DL1974GOI007227) represented by its Executive Director having their registered office at Scope Minar, Laxmi Nagar, New Delhi- 110 092 and Corporate office at RITES Bhawan, Plot No.1, Sector-29, Gurgaon, Haryana, 122 001, hereinafter referred as "RITES" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the FIRST PART.

AND

Indian Institute of Technology Roorkee, represented by its Dean (Sponsored Research & Industrial Consultancy) having their registered office at Indian Institute of Technology Roorkee, (Uttarakhand) - 247667, hereinafter referred as "IITR" (which expressional shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the SECOND PART

RITES and IITR may be referred to individually as "Party" and collectively as "Parties".

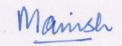
RECITALS

- A. **RITES** is a multi-disciplinary consultancy organization in the fields of transport, infrastructure and related technologies.
- B. IITR recognizes Sponsored Research (SR), Industrial Consultancy (IC) and provides administrative and accounting support to its faculty undertaking sponsored research and consultancy Services. It also plays a strong promotional role by liaising with industry and government organizations, providing IPR support and internal research grants to the faculty.
- C. RITES and IITR have acknowledged that this MOU is not intended to set out any contractual terms.

1. SCOPE

- 1.1 The **Parties** will co-operate to:
 - (a) explore business avenues across the globe complementing each other in partnership resulting in increased capability for bidding and carrying out Infrastructure Projects of mutual interests;
 - (b) share relevant information with the aim of identifying needs and capabilities of **Parties**;

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- (c) establish a working relationship between the Parties targeting specific needs;
- (d) facilitate the development of business proposals including exploring consultancy opportunities arising at various Govt/ Semi Govt/ Autonomous Bodies or Authorities/ Private Entities/ Multilateral Funding Agencies like WB, ADB, JICA, etc.
- (e) determine the terms and conditions of the partnership for carrying out the identified projects on mutually agreed terms on case-to-case basis.
- (f) conduct regular review of current and future business opportunities.
- 1.2 Subject to the terms of this MOU, each **Party** will have the right, in any field or otherwise, to:
 - (a) conduct business or research independently, whether or not with other entities;
 - (b) continue existing commitments, or make new ones; and
 - (c) exploit or otherwise take advantage of its intellectual property.

2. REPRESENTATIVES

- 2.1 Each **Party** shall appoint one of its employees to act as its representative in relation to this MOU (such employee being a "**Representative**").
- 2.2 The Representative of an appointing Party will be responsible for:
 - managing, overseeing or coordinating that **Party's** relationship with the other **Party**;
 - (b) identifying any issues that arise between the **Parties** and referring those issues to the appropriate persons within the respective **Party**;
 - (c) discussing issues arising out of this MOU; and
 - (d) coordinating the exchange of information between the **Parties**.
- 2.3 The initial **Representatives** that have been chosen by the **Parties** are:
 - (a) For the RITES
 Shri Vijai Kishore, ED(TI)
 RITES Bhawan, Plot No.1, Sector 29, Gurgaon, Haryana, 122001
 E-mail: vkishore@rites.com
 - (b) For the IITR:
 Prof. S. K. Ghosh
 Head of Civil Engineering Department
 Indian Institute of Technology Roorkee
 Roorkee, 247667

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3. TERMINATION AND AMENDMENT

- 3.1 The term of this MOU is for a period of Five (05) years from the date of its signing. The MOU may be renewed with mutual consent of the **Parties** for further period as agreed.
- 3.2 This MOU may only be amended in writing with mutual consent of the **Parties** and not otherwise.
- 3.3 This MOU may be terminated by mutual consent of the Parties.

4. GENERAL

- 4.1 RITES and IITR acknowledge that each of them is free to undertake projects on their own or in conjunction with other entities, and that the **Parties** will co-operate only in circumstances where both of them agree co-operation for appropriate benefits.
- 4.2 Nothing in this MOU will oblige a **Party** to or will constitute a representation by either **Party** that it will enter into an Agreement with the other **Party** or will conduct any Project.

Executed by the Parties:

SIGNED for and on behalf of RITES Limited

SIGNED for an on behalf of Indian Institute of Technology - Roorkee

(Vijai Kishore) Executive Director

(Prof. Manish Shrikhande) Dean (SRIC)

Witness

1. JUNAY KUMAR VIJAY KUMAR GM/HW/RITES LTd.

1. डा० संजय कुमार घोष / Dr. Sanjay Kumar Ghosh प्राध्यापक एवं विभागाध्यक्ष / Professor & Head जानपद अभियांत्रिकी विभाग / Deptt. of Civil Engg. भारतीय प्रौद्योगिकी सरधान महकी Indian Institute of Technology Feorkee कडकी—२४७ ६६७ / Rookee 2011 (17)

2. Salgarding.

JL. GM/HW/RITES

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