

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into
on this _____

BY AND BETWEEN

Department of Civil Engineering & Department of Electrical, Electronics & Communication Engineering, Galgotias University, an educational institution, located at Yamuna Expressway, Opposite, Buddha International Circuit, Sector 17A, Greater Noida, Uttar Pradesh 203201 (hereinafter referred to as the "Institution")

----- PARTY OF THE FIRST PART

AND

Scanpoint Geomatics Limited (SGL) a company incorporated under the Companies Act, 1956 represented through its Director Mr. Kantilal Ladani, and having its registered office at 9, Mahakant Complex, Opp. V.S. Hospital, Ashram Road, Ahmedabad-380006 (hereinafter referred to as the "Company")

----- PARTY OF THE OTHER PART

(Party of the First Part and the Party of the Other Part are hereinafter jointly referred to as "Parties")
WHEREAS:

- A. The Party of the First Part is a higher educational institution named Galgotias University.



- B. The Part of the Other Part is a Company which has developed IGiS (Integrated GIS & Image Processing Software) in joint development partnership with SAC-ISRO. The company aims to enhance the employability parameters of engineering students to make them industry ready and provide a platform to students for their professional development. For this purpose, it will provide basic and advanced knowledge of GIS and Remote sensing technology along with its allied subjects using IGiS technology which is co-developed with SAC-ISRO to engineering students through professionally designed courses.

PURPOSE OF MOU

This MoU is intended to

1. To improve the industry employability of the students of the Institution and enhance the skillsets.
2. To provide exposure to students of the Institution about Geospatial domain and its practical usability by mastering on GIS and Image processing platform.
3. To Establish a GIS & Remote Sensing Technology Centre of Excellence (COE) at Galgotias University Campus in collaboration with Scanpoint Geomatics Ltd.(SGL)
4. Equipping the GIS and Remote sensing Lab as part of CoE with all the required GIS and Image processing Softwares by SGL
5. Jointly designing additional courses for engineering students in the field of GIS & Remote Sensing.
6. Providing training to trainers.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

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1. CO-OPERATION

- 1.1. Both parties are united by common interests and objectives of encouraging the students of the Institution to become industry ready, and they shall establish channels of communication and co-operation that will promote and advance their respective operations.
- 1.2. The parties shall keep each other informed of potential opportunities, including associations with companies and share all information that may be relevant to secure additional opportunities for one another.
- 1.3. There shall be co-operation between the Company and the Institution to facilitate development of suitable teaching or training systems, courses, modules, schedules and provide these courses or trainings to students of the Institution.

2. SCOPE OF THE MOU

- 2.1. Both Parties believe that close co-operation between the two would be a major benefit to the student community of the Institution to enhance their practical skills and knowledge.

2.2. Services of the Company

- 2.2.1. The Company shall offer its GIS Programme (hereinafter referred to as the "Programme"), which is designed to provide insights to the practical aspects of GIS and Remote sensing in the field of engineering and the various employment opportunities shall help the students in identifying and choosing the career opportunity of their choice by the time they graduate from the Institution. It shall consist of the following:

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[Signature]



2.2.1.1. The Company shall engage a Trainer to train the faculty for detailed overview of GIS & Image processing technology and its practical implementation which needs to be mutually decided.

2.2.1.2. The Company shall provide an IGiS certification programme for the students of institutes. The certification process and exam will cover practical as well as theoretical aspects of the skill sets acquired by about GIS and Image Processing (Using IGiS). Detailed modalities would be worked out jointly between Galgotias and SGL. Same can be updated from time to time based on change in technology trends.

2.3. Role of the Institution

2.3.1. The Institution shall appoint one point of contact for handling all communications with the Company.

2.3.2. The Institution shall be responsible for the boarding and lodging arrangements for the visiting faculty/Trainer and staff in the campus of the Institution, if required.

2.4. The Institution shall agree to identify the Company as its Industry partner for CoE on GIS & Remote Sensing Technology for all practical purposes.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. All the courseware provided by the Company is owned by the Company and has the sole copyright to it. The Institution or any other party does not have the right to replicate or use it in any manner whatsoever, without explicit permission of the Company.

3.2. The Institution agrees to be identified as a "CoE Partner Institute" of the Company. The Institution shall permit the Company to use its logo, trademark, name or any other identification mark in any of its promotional events, posters, brochures, pamphlets as a "CoE Partner Institution".



3.3. The Company shall not be liable for an infringement of any third party's rights including intellectual property or privacy, by the Institution.

4. FORCE MAJEURE

4.1. The Parties shall not be liable for any failure to perform any of its obligation under this MoU, if the performance is prevented, hindered or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of state or direction from Statutory Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happening of any such events given by the affected party to the other, within 21 calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the MoU, nor shall either party have any such claims for damage against the other, in respect of such non-performance or delay in performance. Provided service under the MoU shall be resumed as soon as practicable, after such event comes to an end or ceases to exist.

4.2. Each party shall promptly inform the other of the existence of Force Majeure event and shall consult together to find a mutually acceptable solution.

5. CONFIDENTIAL INFORMATION

5.1. The Parties shall disclose certain non-public information to each other under the Agreement that is marked as confidential or disclosed under circumstances reasonably indicating its confidentiality (the "Confidential Information").

5.2. The foregoing confidentiality obligations will not apply to Confidential Information that

5.2.1. Is already known to a Party prior to disclosure by the other Party;

5.2.2. Is or becomes a matter of public knowledge through no fault of the other Party;

5.2.3. Is independently developed by a Party without using the Confidential Information

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5.3 The Parties shall not disclose Confidential Information to any third party or use the Confidential Information in violation of the Agreement for its own or certain third-party benefit.

5.4 The Parties may disclose the Confidential Information to their own employees only for exercising their rights and obligations under the Agreement, provided such employees also abide by the terms of this Agreement.

5.5 The Parties shall be fully liable for acts and omission of their employees.

5.6 The Parties shall treat the Confidential Information with at least the same degree of care and protection as it will use with respect to its own Confidential Information of a similar nature, but in no event, less than a reasonable standard of care.

5.7 The Parties shall hold in strictest confidence all the Confidential Information disclosed by the other Party and use such Confidential Information for purposes authorised under the Agreement.

5.8 If one Party believes that it will be compelled by a court or other authority to disclose Confidential Information, it shall

1.1.1. Give the other Party a timely written notice so that the Party may take steps to oppose such disclosure; and

1.1.2. Cooperate with the other Party in its attempts to oppose such disclosure, provided that such opposition is reasonable in light of applicable law or regulation;

6. SETTLEMENT OF DISPUTES

6.1. Any dispute arising out of or in connection with this MoU (including a dispute regarding the existence, validity or termination of this MOU or the consequences of its nullity) shall be sought to be resolved and settled amicably within 30 days of such dispute arising, failing which it shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 (as amended from time to time).



6.2. The Parties shall mutually appoint a sole arbitrator to resolve the aforesaid disputes or differences. In the event that the Parties fail to mutually appoint a sole arbitrator within 15 days, the Arbitrator shall be appointed as per the provisions of the Arbitrator and Conciliation Act, 1996.

6.3. The seat and venue of the arbitration proceedings shall be Ahmedabad, India. The arbitrator shall be free to award costs as he thinks appropriate. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

Subject to Arbitration clause, the courts at Ahmedabad only shall have the jurisdiction to decide the matters arising out of this contract.

7. VALIDITY

7.1. This agreement shall stand valid until it is expressly terminated by either Party.

7.2. Both Parties may terminate this MOU upon 30 calendar days' notice in writing.
In the event of Termination, both parties have to discharge their obligations.

AGREED:

For Galgotias University

Authorized Signatory



For, Scanpoint Geomatics Limited

Authorized Signatory

Kanti Ladani

Director

