

MEMORANDUM OF UNDERSTANDING

between

GuruJal Society
&

BML Munjal University, Sidhrawali Gurugram, Haryana


Date: 22nd August, 2022

THIS Memorandum of Understanding (MoU hereinafter) is made on 22-08-2022, between **GuruJal Society, First Floor, Mini Secretariat, Near Rajiv Chowk, Gurugram – 122001, Haryana, India** is the FIRST PARTY, through its Authorised Representative Mr. Nishant Kumar Yadav, Deputy Commissioner, Gurugram cum Chairman GuruJal and **BML Munjal University (A Hero Group Initiative), 67th Milestone, NH-48 Off Delhi-Jaipur Highway, Sidhrawali, Dist. Gurugram, Haryana – 122413**, through its Authorised Representative Mr. Pvof. Manoj Arora of the SECOND PARTY.

1. WHEREAS:

- I. **GuruJal** is an integrated water management initiative that aims to address the issues of water scarcity, ground-water depletion, flooding, and stagnation in the Gurugram District of Haryana state. They collaborate with various stakeholders of the district like civil society, research organizations, and corporates through systems thinking approach.
- II. **BML Munjal University** is engaged in providing high-quality education in Engineering, Management, Law, and Commerce Courses in the fields of various engineering streams such as Computer Science, Mechanical, Electronics and Communication.


Nishant Kumar Yadav, IAS
Deputy Commissioner, Gurugram Cum Chairman
GuruJal Society


Vice-Chancellor
BML MUNJAL UNIVERSITY
67 KM MILE STONE NH-8,
VILL. SIDHRAWALI, GURGAON,
HARYANA-123413

2. THIS MoU WITNESSES AS FOLLOWS

2.1 To collaborate with faculty staff, lab staff, and students of **BML Munjal University** for (i) Writing technical proposals (ii) Organizing joint webinars/seminars, workshops, and training programs, (iii) Providing internship opportunities for students, (iv) Joint mentorships for student projects, (v) Conducting awareness programs (vi) Knowledge and Research & Development in field of water conservation (vii) designing new elective courses, **GuruJal and BML Munjal University** have agreed to work together on the following terms and conditions: -

- a. **BML Munjal University** incorporated Practice School (PS)-I, II, and III as a part of the B.Tech course curriculum. PS-I (Industry visits during 1st-year), PS-II (6-8 weeks internship program after 2nd-year), and PS-III (minimum 16-week internship program during 3rd / 4th-year).
- b. Students of **BML Munjal University** can be referred to as undergraduate (UG) and/or postgraduate (PG), Ph.D. scholars, Junior Research Fellow (JRF), and/or Senior Research Fellow (SRF).
- c. Projects can be referred to as joint or individual academic research and/or industry sponsored projects and /or PS-II projects and/or PS-III projects and/or core projects of UG/PG/Ph.D. courses.
- d. This MoU would give an opportunity to the faculty members and students of **BML Munjal University**, gain valuable experience in the fields of water quality monitoring, treatment, purification, conservation, and biodiversity. As a part of PS-II and PS-III, internship training will be given on applications of GIS and IoT in water conservation and water quality testing.
- e. Trainees may participate in the workshops organized jointly by **GuruJal and BML Munjal University** as per their choice on a concessional basis.
- f. The technical support related to IoT, water quality testing, and GIS will be made accessible for the students of **BML Munjal University** associated with GuruJal. These can be a part of PS-II, PS-III, Core projects, and other joint research and development project activities.
- g. The research facilities at **BML Munjal University** can be availed by the GuruJal team on a concessional basis.

- h. Technology upgradation programmes by the joint team of **BML Munjal University** and **GuruJal**.
- i. Joint supervision of projects and consultancy works by **BML Munjal University** and **GuruJal**
- j. **BML Munjal University** will provide the exclusive training for the personals of **GuruJal** team in the field of IoT and GIS etc
- k. **GuruJal** will provide necessary support for submitting proposals to the local/state/national governing bodies and private organizations for projects with overlapping objectives.
- l. Collaborative joint research and development projects related to water conservation and biodiversity will be explored and project proposals will be submitted to public/private funding agencies like DST-SERB etc.
- m. The possible support /assistance for placement opportunities for suitable applicants, related to water conservation and biodiversity planning etc. for the students of **BML Munjal University** will be provided by **GuruJal**.
- n. Guest lectures by Experts from **GuruJal** will be invited for Courses / Workshops / conferences/seminars conducted by **BML Munjal University**, Gurugram.
- o. **GuruJal** shall be sharing research, best practices, and documents with **BML Munjal University** and may take up joint work together in case of aligning mutual interests.

2.2 OTHER DETAILS

- a. Accommodation at **BML Munjal University** is available to **GuruJal** team inside the campus, as decided by the management. It may be used by the **GuruJal** team when attending for training and project related purposes.
- b. The individuals from **GuruJal** when attending for the workshops on GIS and IoT etc., will be required to ensure full attendance in the classroom/ Lab sessions.
- c. The individuals will be required to adhere to the rules and regulations, punctuality, discipline, and commitment during the entire period of training.
- d. Courses will be conducted as per schedule and will complete on the mentioned date.
- e. This agreement is a strategic initiative and will run so long as both the parties are satisfied that the continuation of the programme contributes to the growth of technical skills among the stakeholders.


- f. A committee consisting of representative(s) of Gurukul and BML Munjal University, will plan and implement the various aspects of the MoU.

3. **INTELLECTUAL PROPERTY RIGHTS:**

"Intellectual Property Rights" means all rights worldwide in, to and under copyrights, copyright registrations and applications, trademarks (including trade dress, service marks and trade names), trademark registrations and applications, domain names, patent, patent applications (including the right to claim priority under applicable international conventions) and all patents issuing thereon, inventions, whether or not patentable, trade secrets, author rights, moral rights, rights in goodwill, and other proprietary rights, as may exist now and hereafter come into existence, and all renewals and extensions thereof. The Parties acknowledge and agree that both Gurukul Society and the University and its licensors are the owners of and shall retain joint perpetuity, of all the Intellectual Property Rights to the Programs, and the content and training material published therein. The Other Parties shall not and shall ensure that its associates, employees or faculty to do not, use, reproduce, perform, publish, display, distribute, modify, re-format or use in any other manner the content and material from the Programs, except as permitted by both Gurukul Society and the University. The other party shall, however, not be held liable in any manner for any unauthorized or illegal use, reproduction, performance, publication, display, distribution, modification, re-formatting or usage in any other manner the content and material from the Programs without its knowledge or where the other party has exercised minimum standard of care under law to prevent such acts. Further any innovations, acts or ideas created by the students during the programme, without disturbing the Intellectual Properties of Gurukul society and University, shall be of the exclusive domain of both the parties.

4. **CONFIDENTIAL INFORMATION:**

Either Party will not disclose any proprietary information that is provided to it by the other Party, except with the parent organizations (like District, State or National Government in case


BML MUNJAL UNIVERSITY
37/1 MID-ESTONE NH-49,
VILL. R. BHARATI, GURUGRAM,
GURUGRAM, HARYANA 122445


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Deputy Commissioner, Gurugram Cum Chairman
Gurukul Society

of GuruJal Society as per the need) under this MoU or which that Party may have access to pursuant to this Agreement. Such information may include, policies, internal workings of Parties, data, other proprietary information of either Party including but not limited to the trade practices, strategies, or product development plans of either Party (“Confidential Information”). Each Party agrees to prevent unauthorised access to or dissemination of the proprietary and Confidential Information of the other Party. Each Party acknowledges and agrees that it shall be responsible to ensure its employees’ adherence to the confidential obligations set forth in this clause. However, this restriction does not apply to information which: (a) either Party independently developed without reference to or use of the confidential information of the other Party; or (b) is in public domain without breach of the confidentiality obligation or made public by any Party to which such information pertains/belongs; or (c) is disclosed with the other Party’s prior written approval; or (d) is revealed pursuant to court or regulatory order or mandatory process of Law, provided the Party gave as much advance written notice to the other Party as possible (to the extent not prohibited by Law) regarding the disclosure.

5. TERM AND TERMINATION:

Parties are free to terminate the present MoU by giving one month’s written notice to the other party. However, the tasks undertaken shall be completed despite the termination period.


6. FORCE MAJEURE:

In the event of either Party being prevented by Force Majeure to perform an obligation required to be performed by it under the MoU, the relative obligation of the party(ies) affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term “Force Majeure” shall imply that neither Party shall in any circumstances whatsoever be liable to the other Party for any delay or failure to fulfill its obligations under this Agreement where any such delay or failure is caused in whole or in part by any reason beyond the control of the Party claiming such force majeure condition, and beyond contemplation of the Parties

which may include, without limitation, the following: any act of terrorism, biological or chemical warfare or contamination, nuclear risks, fire, acts of God, natural calamities including but not limited to lightning, floods, earthquake, tempest, cyclone, hurricane, whirlwind, storm, landslide, drought or lack of water, and other unusual or extreme adverse weather or environmental conditions, war and any other form of violence including but not limited to civil riots and arson, floods, outbreak of an epidemic or a pandemic and continuation of its impact, partial or complete lockdown of supply of any goods or services or anything integral for execution of this MoU whether or not on or under instruction/s or direction/s or advisory/ies of the Central or concerned State Government/s or any administrative, judicial or quasi-judicial authority/ies, any change in law including promulgation of a new Act or Regulation or Rule and the like framed by any governmental or supranational authority or any amendment to such already existing Act or Regulation or Rule, or any judgment, decree, order or direction of any court/tribunal/forum or any judicial or quasi-judicial authority which renders performance of this Agreement impossible in whole or in part; or any similar occurrence/reason as above. Each Party claiming non-performance of its obligations under this Agreement on the basis of a force majeure condition or event shall notify the other Party in writing immediately or within reasonable time of the occurrence/beginning as well as the termination/ending of such condition or event. If the Force Majeure condition(s) lasts for more than Thirty (30) days, either party shall have the option of terminating the Contract without any liability for breach or otherwise on its part resultant upon the termination. Further, neither Party shall be precluded from performing its obligations under this Agreement or be liable as per provisions in this MoU till the date either Party is notified of such force majeure event.

7. DISPUTE RESOLUTION AND JURISDICTION:


All disputes shall be resolved mutually between the parties and in case the disputes are not resolved, the Courts at Gurugram, Haryana shall have sole and exclusive jurisdiction in the matter.



The Chancellor
BML MUNJAL UNIVERSITY
67 KM MILE STONE NH-8,
VILL. SIDHRAWALI, GURGAON,
HARYANA-123413


Nishant Kumar Yadav, IAS
Deputy Commissioner, Gurugram Cum Chairman
GuruJal Society


IN WITNESS WHEREOF the agreement is executed as of the date set forth above by signing the same by under mentioned representative: -

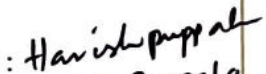
For GuruJal, Gurugram

Signature : 
 Name : Vishant Kumar Yadav, IAS
 Designation : Deputy Commissioner cum Chairman
 Address : Mini Secretariat
 Telephone :
 E-Mail : dcyrghy@nic.gov.in

Signature : 
 Name : Harinder Saini
 Designation : ODPD cum Member Secretary, Gurugram
 Address : Mini Secretariat
 Telephone :
 E-Mail :

For BML Munjal University, Gurugram

Signature : 
 Name : Prof. Manoj Avora
 Designation : Vice Chancellor
 Address : BML Munjal University
 Telephone : 9872577544
 E-Mail : VC@bmu.edu.in

Signature : 
 Name : Havish Puppala
 Designation : Assistant Professor
 Address : BML Munjal Uni.
 Telephone : 9460502345
 E-Mail : havish.puppala@bmu.edu.in

Witness 1 :

Name : Mr. Shubhi Kesrawani
 Designation : Program Director
 Address : Mini Secretariat
 Telephone : 9532189695

Witness 2 :

Name : Sachin Kumar
 Designation : Asst Manager, Gurugram
 Address : Mini Secretariat, Gurugram
 Telephone : 9950713044

Witness 3 :

Name : Prof. Sridharbabu,
 Designation : Associate professor
 Address : BML Munjal University
 Telephone : 7988180982

Witness 4 :

Name : Amarnath B.
 Designation : Associate professor
 Address : BML Munjal University
 Telephone : 7204110470