

# Memorandum of Understanding

Dated: 6<sup>th</sup> July 2023

**Between**

**GENSTRU Consultants Pvt. Ltd,**  
**Represented by,**  
**Mr. Ashish Gharpure, Director**  
B-415, Ganga Osian Square,  
Survey No. 249/250, Near Mankar Chowk,  
Wakad, Pune - 411057

**AND**

**Indian Institute of Technology (IIT) Mandi,**  
**Represented by,**  
**Dr. Dericks Praise Shukla,**  
Associate Professor  
School of Civil and Environmental Engineering,  
IIT Mandi, Mandi, HP, India - 175075

each a “**Party**” and together, the “**Parties**”.

## 1 Preamble

- 1.1 This Memorandum of Understanding (MoU) is made between Indian Institute of Technology Mandi (hereinafter referred to as "IIT") on the part one, Genstru Consultants Pvt. Ltd., Pune. (hereinafter referred to as "GENSTRU") on part two, and for documenting Terms of Engagement as a consortium Partners.
- 1.2 The objectives of the consortium are to provide exclusive solutions and services in Landslides, Rockfall, and Slope Stabilisation areas of Civil Engineering for execution of research and industrial projects. These services and solutions will be used for various industries and departments in private and public spheres including, but not restricted to sector like infrastructures, railway, mass rapid transit, roads & highways, heritage & archaeological, structures, geotechnical, telecommunications, power and others, both nationally and internationally.
- 1.3 Client: - Any authority/agency/company (government/semi-government and private) which grants projects to this consortium is referred as "Client" in this document.

## 2 Background

- 2.1 Indian Institute of Technology (IIT) Mandi is one of the top Institute set up by the Ministry of Human Resource Development (MHRD), Government of India, to expand the reach and enhance the quality of technical education in the country. The faculty and students of the Department of Civil Engineering, IIT Mandi are actively engaged in various field, industrial and research project related to various domains of Civil Engineering such as Structural, Geotechnical, Geomatics, Water Resources, Transportation and Environment.
- 2.2 Genstru Consultants Pvt Ltd (GENSTRU), a company registered under company's act 1956, provides complete services from Concept to Execution in the fields of Integrated Planning, Engineering, and Project Management in application sectors of Geotechnical, Environmental, Hydraulics and Structural Engineering. GENSTRU's experience, know-how and professional skills are backed by Investigation, Testing, Analysis and Design, Monitoring, Research and Development; enabling it to provide innovative and efficient solutions. GENSTRU has its own NABL accredited lab for Geotech and building material testing. GENSTRU has developed its niche in Landslides & Rockfall Mitigation, and Slope stabilisation. It has done prestigious projects in India and abroad.
- 2.3 IIT Mandi and GENSTRU want to collaborate as exclusive partners to deliver products and services as defined under 1.2 of this MOU (the "**Project or Projects**") in North Western Himayan region

### **3 General Terms of Engagement**

- 3.1 The Parties will pursue Projects of mutual interest and shall exercise such efforts in marketing and business development as is necessary to secure Projects, that will include participating in tenders and quotations.
- 3.2 For each Project, the Parties will agree on the mode of engagement, i.e. a Consortium or Joint Venture or Partnership.
- 3.3 Based on the costing of each Project, the Parties will agree on such commercial terms and conditions that are likely to secure the Project. It is agreed that the mode of receipt of revenue will largely depend on the potential clients, but the priority would be to get the corresponding share in the Parties' respective bank accounts or by an escrow account setup for the purpose.
- 3.4 An agreement will be signed between the Parties for each Project (or a group of Projects) based on the agreed engagement model and terms and conditions. Such agreement shall govern the said Project(s).
- 3.5 The respective scope of each Party shall be mutually decided amongst themselves for each Project; however, it will broadly be defined within the following description of services:
  - 3.5.1 Services of GENSTRU: GENSTRU will generally provide the project domain expertise, execution of field work and related testing, analysis & design, documentation, project management, client interactions and contract management functions.
  - 3.5.2 Services of IIT: IIT will provide its expertise in engineering, providing intellectual inputs and resources for labs, testing, development and similar activities.

### **4 Term and Termination**

- 4.1 This Memorandum of Understanding (MoU) will take effect on the date on which this document is signed by the authorized officials of all Parties.
- 4.2 The MoU shall remain in full force and be effective for a period of 5 years till formally withdrawn in writing by either of the parties by giving a notice of 1 month. In case of withdrawal the running projects shall be completed as per the understanding for that specific project.
- 4.3 Termination for cause with immediate effect (e.g., in case of a material breach of this Agreement) remains fully reserved.
- 4.4 Additional areas of collaboration may be identified during the lifetime of this MoU. Other parties may join this collaboration in the context of single activities or projects on a case-by-case basis as appropriate and as mutually agreed by all the Parties.

- 4.5 Disputes: In the event of any dispute or difference between the parties hereto, such dispute or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to a sole arbitrator to be nominated by the Director of the Institute for a reasoned Award. The seat of arbitration shall be within the campus of IIT Mandi and the language of arbitration shall be English. The Award of the arbitrator shall be binding on the parties to the dispute.

## **5 Intellectual Property**

- 5.1 The information, knowledge or data that each Party brings in for the projects will remain with the respective Party.
- 5.2 Any information or data generated during the course of the projects will either remain with the client or the Parties based upon the terms of the contract.
- 5.3 Any intellectual property (knowledge/dataset/information) generated as joint efforts by the parties will be the common property of Parties. Parties may use it for academic and research purpose (including possible publication in journals and conferences) with the prior approval from the client and other party, as applicable.

## **6 Exchange of Information and Documents and Confidentiality**

- 6.1 The Parties agree to undertake an exchange of relevant information and documents, subject to such restrictions and arrangements as may be considered necessary by either Party to preserve the confidential nature of certain information and documents.
- 6.2 Except as in connection with the provision of the services as provided hereunder and in connection with arbitration or court proceedings or as otherwise required by law or any relevant regulatory or governmental body (including stock exchange regulations), the Parties shall keep confidential all aspects of the terms and the contents of this Agreement.

## **7 Review**

- 7.1 The parties agree to conduct regular joint – reviews of the progress on collaboration and the nature of collaborative activities under this MoU. The parties shall from time to time, at the request of either Party, hold discussions through their representatives with regard to progress on any activity or selected activity under this MoU.

## 8 Final Provisions

- 8.1 This MOU may only be modified by a written agreement between the Parties duly executed by authorized officials of the Parties.
- 8.2 Should any part or provision of this MOU be held to be invalid or unenforceable by any competent court, governmental or administrative authority having jurisdiction, the other provisions of this MOU shall nonetheless remain valid. In this case, the Parties shall endeavour to negotiate a substitute provision that best reflects the intentions of the Parties without being unenforceable and shall execute all agreements and documents required in this connection.
- 8.3 This MOU shall be governed by and construed exclusively in accordance with the laws of India.
- 8.4 All disputes, controversies or claims arising out of or in connection with this MOU shall be subject to the exclusive jurisdiction of the Courts in India.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Parties, have signed this Memorandum of Understanding on the dates and at the places indicated below.

**For GENSTRU,**

Name: **Mr. Ashish D. Gharpure**

Date: 06-07-2023

Signature *Ashish Gharpure*



Place: Pune

**Indian Institute of Technology (IIT), Mandi**

Name: **Prof. Dericks Praise Shukla**

Date: 06-07-2023

Signature *Shukla*

Place: IIT Mandi  
**Dr. Dericks Praise Shukla**  
Associate Professor  
School of Engineering  
Indian Institute of Technology, Mandi  
Kamand -175005, Himachal Pradesh, India