



Memorandum of Understanding

This Agreement is made on ...9<sup>th</sup> Feb, 2021.

BETWEEN

The J.C. Bose University of Science & Technology, YMCA Faridabad, Sector-6 Pin 121006 through its Registrar on behalf of Electrical Engineering Department, a flagship department of J. C. Bose university of Science and Technology, YMCA, Faridabad, which expression shall, unless it be repugnant or inconsistent with the context hereof, mean and include its successors and permitted assigns) of the **First Party**

AND

Fuji Gemco Pvt. Ltd. having its office in 14/3 Mathura Road Faridabad ;a company incorporated under the Indian Companies Act, which expression shall, unless it be repugnant or inconsistent with the context hereof, mean and include its successors and permitted assignors) of the **Second Party**.

WHEREAS in relation to the performance of the Authorized Purpose (as defined below), both parties will provide certain confidential information to the other party, including but not limited to, student profile, technical and/or business information of Second Party in relation to the job oriented training for students subject to the terms and conditions hereinafter appearing.

Second Party is a company with expertise in Industrial Drives & Automation field with manufacturing set up at its Faridabad location. Fuji Gemco is ISO 9001 2015 certified company. With long history of its parent companies i.e Fuji Electric Co Japan & Gemco Controls Ltd India is renown brand in India.

Fuji Gemco provides training to budding engineers of Industry to give hands on experience, scope of work:

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Confidential

Signature of the Registrar  
J.C. Bose University of Science & Technology  
YMCA Faridabad

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5. Force Majeure: -

The parties shall not be liable for any failure or delay in its performance under this Agreement due to acts of God, acts of civil or military authority, fires, epidemics, floods, earthquakes, riots, sabotage or disruptions, of production facilitates, system failure technical mishaps, hacking, internet disruptions, loss of data, communications failure, strikes, work stoppages, or other industrial disputes.

6. Implementation of the Agreement:-

Specific details on the implementation of each area of collaboration shall be detailed in an "Agreement" done in writing. Such Addenda will include the specific activities to be conducted; responsibilities of each Party; participation, time and resources required; implementation procedures; and other details as necessary. The two parties agree that they will be free to participate in such projects acting either individually, or collectively.

7. Intellectual Property Rights

Second Party will collect student data/information for functioning of their system including but not limited to their contact details, devices they have, and usage of applications/products assigned as project work. Second party and/or their customer will own this data within legal limits for required functioning of their business.

During interaction with students, all artifacts of training and project work, produced and/or referred will be intellectual property of Second Party and First Party will have no right on any of that. Artifacts agreed upon IP right of second Party includes but not limited to training and project work whether or not Student work product, in written, graphic, oral or other tangible or intangible forms, including, but not limited to: strategic plans; unannounced product information, specifications or designs; computer programs; documents, drawings, diagrams, models; studies, analyses, reports and processes.

Second Party charges their customers for the work done by enrolled users of their portal including Students. First Party will have no right and/or share on the earnings and/or business value created by Second Party.

8. Governing law and jurisdiction

This Agreement shall be governed and construed in accordance with the laws of India. The Courts of Faridabad shall have exclusive jurisdiction in respect of any dispute between the Parties under this Agreement, which cannot be settled amicably.

9. Term and Termination

This agreement shall be for a period of 3 years which can be further be renewed on mutual basis and the same can be terminated by any party by giving a prior notice of 30 days without assigning any reason.



10. Miscellaneous:

1. During this agreement neither party will enter into an agreement with a third Party on behalf of the other party.
2. No party shall have right to use the name and Logo of the another party without the prior approval of that party in writing.
3. This Agreement does not preclude either party from entering in to any similar arrangement with any other party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above mentioned in a manner legally binding upon them.


For and on behalf of J.C. Bose University

1. Signature

Name:   
Date: Bose University of Science  
Address: Technology, YMCA, Faridkot

Witnesses : -

1. Signature

Name   
Poonam Singhal

2. Signature

Name   
(Dr. P.R. Sharma)

For and on behalf of Fuji Gemco Pvt. Ltd.

1. Signature

Name:   
Date:  
Address:



1. Signature

Name   
Ankit Singhania

2. Signature

Name   
Devender Sharma