



सत्यमेव जयते

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Account Reference	: IMPACC (IV)/ dl700603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDL70060312498852136068Q
Purchased by	: FRONTIER GEO SERVICES
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: FRONTIER GEO SERVICES
Second Party	: Not Applicable
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MEMORANDUM OF AGREEMENT FOR COOPERATION

This MEMORANDUM OF AGREEMENT FOR COOPERATION (hereinafter called "Agreement") is made and entered into this 23rd day of July 2018 by and between:

The Indian Institute of Technology (Indian School of Mines), formerly known as Indian School of Mines duly organized under Indian Laws and having its main centre at Dhanbad, Jharkhand – 826004, India (hereinafter called **IIT (ISM)**) on one part

AND

Frontier GeoServices (FGS), a partnership company having its principal office at A – 34, LGF, East of Kailash, New Delhi – 110065 INDIA (hereinafter called FGS") on the other part

Page 1 of 7

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Dean (Research & Development)
Indian Institute of Technology
(Indian School of Mines)
Dhanbad - 826004 (INDIA)

Hereinafter referred to individually as "Party" and collectively as the "Parties".

WHEREAS:

For the purpose this Agreement is to define the basis for cooperation between the Parties in Investigation, Testing and R&D related projects work, consultancy and contracting assignments within India.

- A. Whereas, in recent times Government of India has stressed on Smart City Planning, Climate Change, Disaster Management, Water Scarcity, Environmental Studies which requires a detailed Geophysical, Geotechnical and Geospatial study.
- B. Whereas **FGS** and **IIT (ISM)** are interested to cooperate amongst each other in participating in field study, Geotechnical, Geophysical and Geospatial Services, training programme for Coal India Ltd., Indian Railways, IRCON, National Highway Authority, Power Projects and Other Infra projects in India and abroad by utilizing their own capabilities, complement and generate synergy to optimize competitiveness.

PARTIES TO THE MEMORANDUM OF AGREEMENT FOR COOPERATION

IIT (ISM) is a public engineering and research institution in India and is one of premier Educational and Research institute of India, that also offers degrees in various disciplines.

FGS is a multidisciplinary consulting engineering company, providing services in all fields of engineering in core disciplines like geotechnical, geophysical, geospatial services in India as wells as abroad.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:


Dean (Research & Development)
Indian Institute of Technology
(Indian School of Mines)
Dhanbad 826004 (INDIA)



1 THE BASIS OF COOPERATION:

- 1.1 **IIT (ISM)** and **FGS** shall cooperate with each other in participating Consultancy projects in the area of, Geotechnical, Geophysical and Geospatial Services, exploration, training programme for Coal India Ltd., Indian Railways, including PSU'S under Ministry of Railways, National Highway Infrastructure Development Corporation Ltd, National Highway Authority, Power Projects and Other Infra Projects in India and abroad on a case-to-case basis. On such identified projects, jointly tendered/awarded, the mode of cooperation shall be as per the Agreement mutually reached between Parties on case-to-case basis.

However, if one of the Parties in writing informs the other Party his un-willingness to participate with the other party in a particular project, the other Party will be free to associate with any other third Party or independently for tendering and execution of that particular project.

- 1.2 **IIT (ISM)** and **FGS** are both organised & established designing & consultancy organisations thus both the entities are free to execute their individual business for the projects which are beyond the scope of this agreement.
- 1.3 The Parties shall make joint presentations to various Clients in India, at their own expense, as may be required from time to time. Such expenses shall be borne by the Party incurring the same.

All pre - tendering expenses incurred by either Party including in sales promotion activities till finalisation of the order shall be borne by the respective Party incurring the same.

2 EXPLORATIVE WORK

- 2.1 Immediately to start with, the parties shall identify projects of mutual interest.
- 2.2 To arrive at a consensus with regard to the scope division and the commensurate value offered by **FGS**, the clarification shall be sought through mail, Video conferencing or by holding meetings.
- 2.3 Based on the above, **IIT (ISM)** shall prepare a composite proposal taking into account of expenses to be incurred by them over and above of **FGS** offer to submit it to concerned agencies under Govt of India/ State Govt./PSU/Private Companies and obtain necessary sanctions. **FGS** shall assist **IIT ISM** to provide necessary inputs to enable **IIT ISM** to prepare the Proposal.



- 2.4 To implement the jobs within agreed time schedule, both party will nominate contact person from each company /institution who shall be responsible for techno commercial of the project implementation.

3 ESTABLISHING NEW DEPARTMENT/CENTRE

In the event, **IIT ISM** puts forth proposition to develop any new centre or department for imparting training or educational studies or conducting research work within their campus, **FGS** will provide required assistance under the per view of a new Agreement.

4 EFFECTIVENESS OF THIS AGREEMENT AND SUSPENSION

- 4.1 This Agreement shall become effective upon the date on which it has been signed by the Parties and shall be valid for a period of 5 (Five) years or till occurrence of any of the following events.
- a. By mutual agreement.
 - b. By substituting this Agreement with an Internal Agreement.
- 4.2 In the event of the other Party NOT fulfilling its obligation, the aggrieved Party may give the other Party a Notice of Termination but in the meantime, handle the abandoned assignment in the best way to avoid the disruption of the on-going activity and further deterioration/harm of the activity/consultancy.
- 4.3 This Agreement may be extended by mutual consent in writing thereafter.

Unless Party indicates in writing on this Agreement that if this Agreement shall apply only to a specific division or location, this Agreement will apply to the Party's entire company or organization and any of its subdivisions, and all of their employees, consultants and independent contractors.

5 LIABILITIES

- 5.1 Each party to this Agreement shall be responsible for ensuring that its scope of work meets all terms and conditions that will be finally agreed upon in a contract based on each Project.
- 5.2 Force Majeure

- (a) If any performance or any obligations under the Agreement by any party is wholly or partly prevented by act of God, acts of Government, acts of public enemy, war, hostility, civil commotion, riot, sabotages, fire, floods, explosions, epidemics, strike and lawful lock-out and any other cause beyond the control of the party as per contract, then provided Notice of happening of any such eventuality is given by the affected party to the other party within 15 days from the date of occurrence and cessation of the Force Majeure, the period of Force Majeure shall be excluded accordingly.
- (b) If Force Majeure event(s) continue beyond the period of six months, the parties shall hold consultations to chalk out for further course of action.
- (c) Neither party can claim any compensation from the other party on account of Force Majeure.
- (d) Then the parties hereto shall consult each other promptly and in good faith with the object of minimizing the ensuing adverse effects on any of them and of enabling resumption of performance at the earliest opportunity.
- (e) CONFIDENTIALITY

Parties agree to keep confidential documents, drawings, data and other papers (collectively called "document") and information which are proprietary in nature exchanged between them to take all necessary care to prevent third parties, in any way whatsoever of such documentation and information, other than as required by law.

5.3 Without affecting respective obligations of each Party, the Confidentiality and Non-Use Obligations shall not apply to any information:

- a. Which, at time of disclosure, is or was part of the public domain, or
- b. Which becomes part of the public domain through no fault of either Party, or
- c. Which either Party can show that said information was in its possession at the time of its first disclosure and, to the best of its knowledge, was not directly or indirectly acquired from the other Party or through a third Party under secrecy obligation to either Party, or
- d. Which, after disclosure becomes available to either Party without obligation of confidence, from a third Party having the right to disclose same.



6 APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the Laws of India. For the Projects to be executed under this Agreement, the applicable law shall be discussed and agreed in accordance with the requirements for the Projects, and shall be incorporated in project specific agreement.

In case one or more provisions of the agreement shall be held to be invalid or illegal, such invalidity or illegality shall not affect any other provisions hereof

7 DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be mutually discussed and resolved.

8 MISCELLANEOUS

- 8.1 The language of this Agreement, the Project Bid, any subsequent contracts between **IIT (ISM)** and **FGS** and any correspondence, data, drawing, etc. between the Parties shall be in English.
- 8.2 Either Party shall not (and shall assure that its partners, servants and agents shall not) represent itself (or themselves) as having authority to accept orders on behalf of other Party or otherwise commit other Party in any way without the express written or faxed authority from other Party to do so, in each case.
- 8.3 Either Party shall not bind each other in any legal or contractual capacity or pledge or support to pledge the credit capacity of other Party or incur any liability on behalf of other Party, unless prior written permission is obtained from other Party in such matters.
- 8.4 Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Notices can be in non-electronic or electronic written forms and will take effect from receipt.
- 8.5 No modification or amendment to this Agreement shall be valid unless agreed in writing by both Parties.

The MoU signed will have no financial/legal obligations/binding on **FGS** or **IIT(ISM)**



Unless Party indicates in writing on this Agreement that if this Agreement shall apply only to a specific division or location, this Agreement will apply to the Party's entire company or organization and any of its subdivisions, and all of their employees, consultants and independent contractors.

IN WITNESS WHEREOF, the Parties have entered into this Agreement to be executed by their duly authorised representatives, effective as of the date first written above.

AUTHORISED SIGNATURE OF IIT
(ISM), Dhanbad

Signature



Name **(SHAKTI VAHAN)**
Dean (Research & Development)
Indian Institute of Technology
(Indian School of Mines)
Dhanbad - 826004 (INDIA)
For Director

In the presence of

Name

Signature

Address

AUTHORISED SIGNATURE OF Frontier
GeoServices (P) Ltd.

Signature



FRONTIER GEOSERVICES
A-34, LGF East of Kailash
New Delhi-110065

In the presence of:

Name

Signature

Address