

Memorandum of Understanding

Between

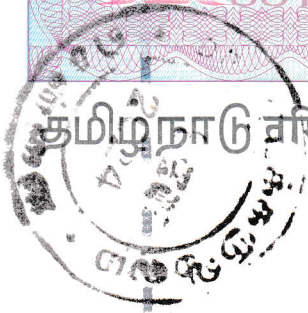
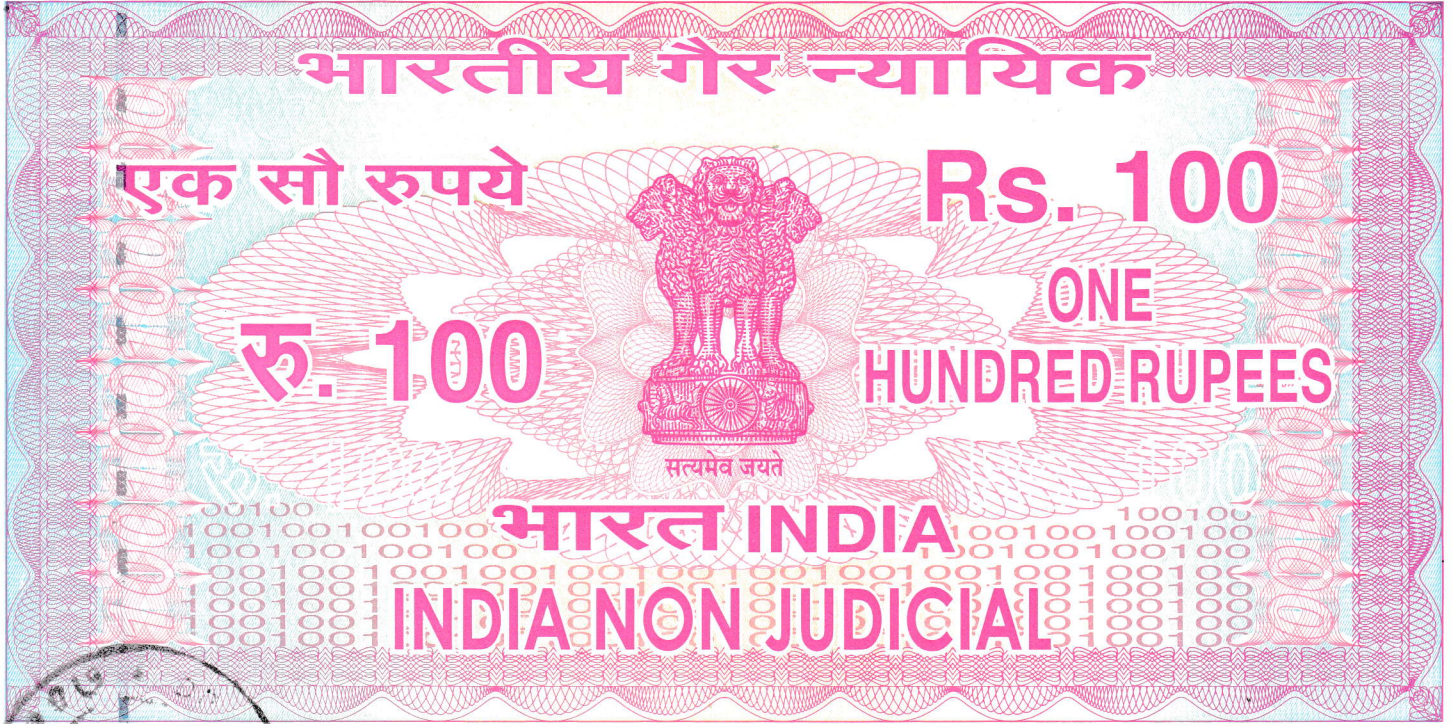
Artelia Consulting Engineers Limited
Mahindra Towers, Ground Floor, No. 17/18,
Pattullous Road, Chennai - 600 002, Tamil Nadu, India.

and

Department of Civil Engineering
School of Infrastructure
B.S. Abdur Rahman Crescent Institute of
Science & Technology
(Deemed University)
GST Road, Vandalur, Chennai - 600048, Tamil Nadu, India.

N. H. P.

C. S. Narayan



Artelia Consulting Engineers Ltd

04 SEP 2024

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S. VANNYA PERUMAL
STAMP VENDOR
No: 156/2A, BHARATHI SALAI,
ROYAPETTAH, CHENNAI-600 014
TAMILNADU, LC. No: 2773/94

Memorandum of Understanding

This Memorandum of Understanding (Hereinafter referred to as "MoU") is entered into on this 05th day of November 2024.

Between

M/s. Artelia Consulting Engineers Limited, (Formerly Mahindra Consulting Engineers Limited) a public company, incorporated under the Companies Act, 1956 and having its corporate office at Mahindra Towers, Ground Floor, No. 17/18, Pattullous Road, Chennai - 600 002 (Hereinafter referred to as "ACE", which expression unless repugnant to the context or meaning thereof, shall include its successors-in-interest and permitted assigns) represented by its **Chief Executive Officer, Mr. C.S Narayanan**, on the **one part**;

And

B.S. Abdur Rahman Crescent Institute of Science and Technology (Formerly B.S. Abdur Rahman University), Vandulur, Chennai - 600 048, a deemed University established under section 3 of UGC Act 1956, having its location at Seethakathi Estate, GST Road, Vandulur, Chennai - 600 048 (hereinafter referred to as BSACIST, which expression unless repugnant to the context or meaning thereof, shall include their respective legal representatives, heirs, successors-in-interest and permitted assigns), being represented by its Registrar, B.S. Abdur Rahman Crescent Institute of Science and Technology on the **other part**.

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Hereinafter ACE and BSACIST are collectively referred to as the "Parties" or, individually, a "Party" where the context so permits or requires.

I. **PREAMBLE**

1. **Whereas**, ACE, founded in the year 1993, belonging to 983 Mn Euro(2023), Artelia Group, France, is a leading consulting organization having the requisite experience in project development consulting activities including project advisory, strategic business plan, project conceptualization, pre-feasibility studies, technical and financial feasibility, detailed project report, master plan, design, detailed engineering, project structuring, contract development, project marketing, bid process management, transaction advisory services, implementation monitoring and creating a positive impact in the society. Since its inception, ACE has been focusing on Engineering, Project Advisory, Infrastructure Consulting and Sustainability Advisory services across sectors and geographies. ACE projects spread across India, neighboring countries of India, GCC countries, and Africa. ACE, with a large team of experienced industrial and infrastructure professionals, business advisory professionals, project advisory professionals, design engineers, construction engineers & project managers, brings the latest technology in engineering, project advisory, infrastructure consulting and sustainability advisory services. The clientele profile of ACE includes Government, PSUs, Large Private sector and corporate clients both Indian and International markets.

ACE clients include Government agencies, State Government agencies, Public Sector Undertakings, Financial Institutions, UN Agencies, Multi-lateral financial institutions, Private Sector and the Mahindra Group Companies. ACE offers consultancy and project development advisory services in the field of:

- a. Agro & Rural Development comprising of agribusiness policy & strategy, agri clusters and agri corridor, agribusiness investment regions, Agri enabling infrastructure, pre and post-harvest infrastructure, food processing plant, agro & food market infrastructure, rural transformation centers, farmer service centers, fish landing centers, fishing harbor, rural hubs & clusters, aggregation centers.
- b. Area development of industrial cluster, industrial corridor, industrial parks, structure plans and masterplans, special investment regions, area development programs, special economic zones, smart cities, free trade warehousing zone, container freight station & logistics park, sustainable development practices/ knowledge partnerships/capacity building for Government enterprises

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- c. Infrastructure development comprising of Urban infrastructure planning studies, Urban infrastructure design and engineering, City and municipal waste management, Traffic surveys & studies, Water resources development, Hydraulic structures, Water treatment & supply, Wastewater conveyance, Wastewater treatment and recycling, Environment infrastructure, Electrical and Telecommunication.
 - d. Industrial & Logistics buildings comprising of Industrial buildings and structures, Utilities for process & non-process industries, Civil and geotechnical engineering for solar PV plants, Multilevel car parking, Transport terminal structures, On site and off-site infrastructure, Roads, bridges, drainage and land development.
 - e. Residential, tourism, cultural buildings consist of Affordable housing and residential, Education and knowledge hubs, Integrated townships, Low-cost housing for the urban poor, Slum free city development, Green field rehabilitation clusters, In-situ rehabilitation, Eco friendly villages, Community development, Island development, Spiritual Circuit development, Tourism Destination development, Special tourism zones, Theme based tourism development, Tourism projects, Social amenities
2. **Whereas** BSACIST, which is a legally registered education institution which offers programs in diverse disciplines viz. Engineering and Technology, Architecture, Arts & Science, Law and Pharmacy, and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in technology by undertaking various research activities for the benefit of society and country.
 3. This MoU is intended for taking up various collaborative activities between BSACIST and ACE aimed at closing the gap between academia and industry, specifically in the areas of Civil Engineering. Both the parties have the common interest of training the students and making them industry-ready by the time they come out of the Institution. Both the parties believe that close cooperation between the two would be of major benefit to the student community to enhance their skills and knowledge

Whereas, both ACE and BSACIST, now,

- a) Recognize the importance of research and development in the areas of sustainable urbanization, industrial and infrastructure and sustainable rural development;

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- b) Appreciate the need for the creation of a large reservoir of highly qualified manpower in all fields related to all streams of engineering including construction engineering and management, infrastructure engineering, structural engineering, geotechnical engineering, smart buildings and smart cities, smart communities, sustainability engineering, water resources, environmental engineering and other areas of engineering; and
- c) Desire to enhance their efforts by joining their expertise and resources.

Intend to form a synergistic academia-industry framework on an ethical and professional manner for promoting development and growth of excellent, high-skilled & quality manpower in the fields of engineering, technology and science with a focus on civil engineering and other branches of engineering, technology and science.

Now, therefore with the objectives of ushering and strengthening better industry-academic linkages for mutual benefit, which both ACE and BSACIST hereby acknowledge, ACE and BSACIST hereby agree as under:

II. **ARTICLE -1: SCOPE OF THE MoU**

This MoU details the modalities and general conditions regarding collaboration between ACE and BSACIST for enhancing, within the country, the availability of highly qualified manpower in the area of civil engineering, construction engineering and management, infrastructure engineering, structural engineering, environmental and water resources engineering and other branches of civil engineering, technology and science:

- a) Without any prejudice to the prevailing rules and regulations in ACE & BSACIST;
- b) Without any disregard to any mechanism evolved and approved by the competent authorities under Government of India/State Government of Tamil Nadu;
- c) Without any disregard to the decisions of the Board of Directors of ACE & BSACIST;
- d) Without any disregard to the conditions of contract agreement entered between ACE and its client;
- e) Without any disregard to any statutory and regulatory authorities related to operations of BSACIST and ACE;
- f) BSACIST and ACE will exercise utmost care to preserve the confidentiality of all the relevant matters arising out of the joint efforts; and
- g) Other bodies in so far as such mechanism applies to ACE and/or BSACIST.

The areas of cooperation can be extended through mutual consent.

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III. ARTICLE - II: SCOPE OF PROFESSIONAL INTERACTION

ACE and BSACIST shall encourage interaction between the ACE executives and BSACIST faculty members, research scholars and students, ethically and professionally through the following arrangements, on mutual consent and approvals of both Parties as appropriate and subject to the compliance to the conditions of contract agreement entered between ACE and its client:

- i) Joint guidance of student projects in civil engineering, construction engineering and management, infrastructure engineering, structural engineering, geotechnical engineering, water management, environmental engineering, building science & technology, engineering geosciences and other areas of mutual interest at BSACIST by ACE executives, scientists and faculty of BSACIST as per rules and regulations of both Parties.
- ii) ACE shall render assistance to the Department of Civil Engineering, School of Infrastructure by offering their expertise in fine-tuning the curriculum and syllabi of courses by serving in the Board of studies of the department and also by serving a member of the Academic council of BSACIST. This will be decided by the BSACIST as per the need from time to time.
- iii) The dedicated and competent personnel on both sides (Parties) shall act as the consultant/outsourcer and Technical supporter to one another at all technical, administrative, management and R&D areas. However, the engagement of faculty/consultant/expert of BSACIST shall be subject to the approval of the client of ACE. ACE shall consider taking part in the teaching- learning process of BSACIST, Department of Civil Engineering, School of Infrastructure by handling few lectures pertaining to selected courses which will be initiated by the Dean, School of Infrastructure by following the standard operating procedure of BSACIST from time to time, and, assist the faculty with the assignment problems as needed to make sure that the students are exposed to real-life problems relevant to the courses;
- iv) BSACIST shall consider providing opportunities for ACE staff for enhancing the professional qualifications by offering the various academic programs as applicable and if eligible.

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- v) Human resources at both sides shall be strengthened by way of conducting workshops/lectures/study camps at regular intervals. Both Parties shall organize regular/routine training programme at various levels of technical and managerial manpower of all discipline at very nominal costs at their respective premises;
- vi) Practical training of BSACIST students at ACE and vice-versa;
- vii) Participation of ACE executives in BSACIST research and technical programmes;
- viii) Participation of BSACIST faculty and students in ACE projects;
- ix) ACE shall conduct campus interviews and recruit students of BSACIST for employment if deemed fit and need for recruitment exists. ACE will freely engage the student manpower for any of their R&D activities at their works under various schemes like mini/major projects to benefit both sides equally, subject to the approval of the client of ACE. ACE shall consider eligible students of the undergraduate (UG) / postgraduate (PG) programme of the Department of Civil Engineering, School of Infrastructure, BSACIST for internships and projects on a paid or non-paid basis as per the convenience of the company. The selection shall be made based on personal discussion with the students and reference from the faculty members on a case to case basis in consultation with the Dean of the School of Infrastructure, BSACIST. ACE shall assist BSACIST by giving pre- placement training for the eligible UG / PG students of the Department of Civil Engineering, School of Infrastructure, BSACIST and equip the students with necessary skills to assist the students in getting placements, internships and development of entrepreneurial skills by making them industry ready;
- x) ACE shall assist BSACIST in developing expertise of the faculty in taking up consultancy activities of the Department of Civil Engineering, School of Infrastructure by linking the industry with the faculty members as needed, engaging the faculty members for their consultancy activities as per the need of ACE;
- xi) Guidance of student's internships, projects in ACE in the area of industrial infrastructure, agro, food and sustainable rural development, sustainable urbanisation, sustainability solutions, infrastructure engineering of national interest on mutually agreeable terms as listed below:
 - a. ACE shall assist the Department of Civil Engineering, School of Infrastructure, BSACIST by guiding the final year student projects (Both UG and PG) by involving the specialists from ACE and by attaching the students in the ACE projects. This is considered an industry-relevant attachment activity.

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- b. ACE shall consider involving students and faculty of the Department of Civil Engineering, School of Infrastructure, BSACIST in research-intensive projects of ACE on a case by case basis. ACE shall inform the Dean of the School of Infrastructure whenever such opportunity arises;
- c. If the outcome of a project related to product development, process, technology and design etc. which involves the matter of secrecy and concern with the security of the State and Country or for any other reasons, the same will not be allowed for publication/printing in any form such as electronic/verbal etc. However, normal research outcome that arises from joint projects which involve no secrecy/ security concerns may be allowed to be published after mutual concurrence and acceptance by both parties.
- d. If the outcome of a project results in intellectual property, for which rights can be secured, it will be decided on a case to case basis;
- e. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc. by the Parties under the law will be decided on a case to case basis after mutual consultation;
- f. The conditions of contract agreement entered between ACE and its client shall govern, and in no circumstances, deviation or violation of the contract agreement entered between ACE and its client shall be entertained; and
- g. ACE and BSACIST shall organize joint events such as conferences, workshops, guest lectures, career guidance sessions, seminars etc., on topics of interest in the areas of Civil Engineering based on the availability of parties for organizing such events. Webinar talks covering QC, safety, structural detailing etc. (i.e. on topics of practical relevance). There shall be a faculty coordinator from BSACIST for each and every programme that is jointly organized. ACE shall also support BSACIST in organizing conferences related to Civil Engineering and allied fields in suggesting resource persons as and when needed by the Department of Civil Engineering, School of Infrastructure. BSACIST shall extend the available infrastructure and other facilities to conduct the programmes.
- h. ACE shall institute an award to encourage and appreciate the students and faculty of the Department of Civil Engineering, School of Infrastructure annually. The award shall carry a certificate and a memento. The rules of evaluation for the award shall be decided by ACE from time to time.

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- i. ACE shall provide assistance in organizing field visits as and when required. BSACIST shall extend the support with resources as needed for the field visits, and, initiated by the Dean of the School of Infrastructure. The site visits can be sites in and around Chennai on the projects of ACE.

IV. ARTICLE - III: SHARING OF FACILITIES

- a) ACE and BSACIST shall make provisions to share their respective infrastructure, design office, R&D facilities in order to promote academic and research interaction in the areas of cooperation subject to approvals and availability; and
- b) In the decision of sharing of facilities and in all other aspects like intellectual property rights, confidentiality, engagement of the third-party, liability, code of conduct, insurance, safety, security, etc., the conditions of contract agreement entered between ACE and its client shall govern, and in no circumstances, deviation or violation of the contract agreement entered between ACE and its client shall be entertained.

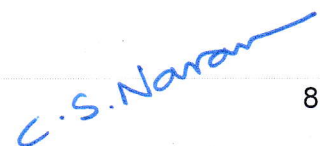
V. ARTICLE - IV: RENEWAL, TERMINATION AND AMENDMENT OF MoU

- a) This MoU shall be effective from the date of its approval by competent authorities of BSACIST and ACE;
- b) The duration of this MoU shall be for a period of 2 (two) years from the date of effect. If not renewed or amended in writing the same shall be considered as expired or terminated;
- c) This MoU may be amended by mutual written agreement of the Parties at any time; and
- d) This MoU may be terminated at any time by any Party unilaterally without assigning any whatsoever reasons or without approval of the other Party upon 15 (Fifteen) days prior written notice to the other Party intimating the termination of the MoU.

VI. ARTICLE - V: INTELLECTUAL PROPERTY RIGHTS (IPR)

Rights regarding publications, patents, royalty, ownership of software/ design/product developed etc. under the scope of this MoU shall be decided by both Parties by mutual consent.





VII. ARTICLE - VI: JURISDICTION

All matters, queries, disputes or differences, whatsoever, arising between the Parties touching the construction, meaning, operation or effect of this MoU or out of or relating to this MoU or breach thereof shall be mutually discussed between the Parties and settled or else settled through Arbitration in accordance with the relevant Arbitration Act in force at such time. English shall be the Language in the Arbitration. The Arbitration award shall be binding on both Parties. Place of Arbitration would be in Chennai. In all matters concerning this MoU, requiring judicial intervention, Chennai courts alone will have jurisdiction.

VIII. ARTICLE VII: CONFIDENTIALITY

BSACIST and ACE will exercise utmost care to preserve confidentiality of all the relevant matters arising out of the joint efforts. During the tenure of the MoU, all information to be shared must be indicated as "confidential" or "non-confidential". Both ACE and BSACIST will maintain confidentiality and prevent disclosure of all the information designated as "confidential" except by mutual consent and agreement.

IX. BUSINESS ETHICS & COMPLIANCE

a) Code of Ethics

ACE has adopted a Code of Ethics (available at www.arteliagroup.com) providing principles, values and rules of conduct that guide ACE and which is implemented in the framework of Artelia Group Integrity Program. BSACIST undertakes to perform, and/or have performed by any legal or natural person providing directly or indirectly services for or on behalf of the BSACIST within the framework of the present MoU, its obligations in accordance with the Code of Ethics.

b) Conflict of Interest

When signing the MoU, the BSACIST certifies the absence of conflict of interest or identifies potential existing conflicts by communicating them to the ACE. For the purposes hereof, conflict of interest is defined as any situation of interference between a public interest and public or private interests which is likely to influence or appear to influence the independent, impartial and objective exercise of its obligations by the BSACIST.

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c) Information Obligation

will inform the ACE as soon as possible in the event of modification or breach of any of the representations, warranties or commitments defined herein by both the BSACIST and its Associated Persons.

d) Suspension / Termination

ACE reserves the right to suspend or terminate the MoU in the event of failure by the BSACIST to perform any of the obligations defined herein.

X. ARTICLE - VIII: OTHER TERMS AND CONDITIONS

- a) **Compliance:** ACE enters contracts with its clients for rendering consulting services. ACE performance and other obligations are bound by stipulations mentioned in ACE client's contract. Hence, ACE obligation towards this MoU is subject to the provisions of ACE contract, and interpretation of ACE in this matter shall be final. Any research, patent, commercial agreements, royalty, ownership, intellectual property rights including publishing results and outcome or such matters between ACE and BSACIST are subject to compliance and provisions of the contract undertaken by the respective Party with their client or project owner and to be decided on the case-to-case basis based on the approval of the client.
- b) **Disclaimer:** This MoU does not compel or force any Party either fully or partly to perform a function or fulfil any commitment agreed upon on best interests. All the agreements made between the Parties are only endeavours and not in any way mandatory. It is further made abundantly clear that no third-party mediation or Arbitration is earnest or warranted unless situation demand so. The Parties shall, however, meet periodically in the manner agreed to review the MoU and modify the scope of works if any, depending on the special demands and needs, arising then and there. Also, it is explicitly made clear that the MoU shall not be used by BSACIST in whatsoever manner for branding and marketing purposes other than the purpose it is intended for.
- c) **Non-Exclusivity:** The relationship of the Parties under this MoU shall be non-exclusive and both Parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each Party's right to collaborate with others on that subject.

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- d) **No Partnership or agent relationship:** Nothing in this MoU shall be construed to make either Party a partner, an agent or legal representative of the other for any purpose.
- e) **Assignment:** It is understood by the Parties herein, this MoU is based on the professional competence and expertise of each Party, and hence neither Party shall transfer or assign this MoU, or rights or obligations arising hereunder, either wholly or in part, to any third party.
- f) **Signed in duplicate:** This MoU is executed in duplicate with each copy being an official version of the MoU and having equal legal validity.

IN WITNESS WHEREOF BOTH PARTIES HAVE SET THEIR HANDS, ON THE DATE, MONTH AND THE YEAR FIRST ABOVE WRITTEN.



Dr. N. Raja Hussain
Registrar
B.S. Abdur Rahman Crescent Institute of Science & Technology
GST Road, Vandalur,
Chennai – 600048, Tamil Nadu, India
Date:05.11.2024

REGISTRAR
B.S. Abdur Rahman
Crescent
Institute of Science & Technology
Vandalur, Chennai - 600 048

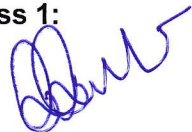

Mr. C.S. Narayanan
Chief Executive Officer
Artelia Consulting Engineers Limited,
Mahindra Towers, Ground Floor,
No. 17/18, Pattullous Road,
Chennai - 600 002, Tamil Nadu, India
Date:05.11.2024



Witness 1:


Dr. M.S. Haji Sheik Mohammed
Dean, School of Infrastructure
B.S. Abdur Rahman Crescent Institute of Science & Technology
GST Road, Vandalur,
Chennai – 600048, Tamil Nadu, India

Witness 1:


Mr. B. Balasubramanian
Project Manager - Infrastructure
Artelia Consulting Engineers Limited,
Mahindra Towers, Ground Floor,
No.17/18, Pattullous Road,
Chennai - 600 002, Tamil Nadu, India.