# Memorandum of Understanding (MoU)

#### Between

## Bharat Earth Movers Limited (BEML)

#### And

# SunRise University ,Alwar, Rajasthan

#### PREAMBLE

This MoU is executed on 14th of June, 2023 between BEML, 23/1, 4th Main, SR Nagar, Bangalore-560027, Karnataka and Sunrise University, Alwar, Rajasthan, a leading university in the country.

Whereas, BEML and Sunrise University, Alwar, Rajasthan, desire to have a long term association for academic collaboration for various objectives mentioned in this MoU initially for a period of 3 years which will be reviewed for further extension or otherwise on mutually agreed terms and conditions.

## 2. OBJECTIVE

The main objective of this MoU is to start long term collaboration between BEML and Sunrise University, Alwa, Rajasthan in various areas of business and organization development for BEML. Some of the areas identified for such collaboration are as follows:

## 3. SKILL DEVELOPMENT PROGRAMMES

3.1 An organization's talent is its most critical competitive edge for its growth in fast changing environment .Sunrise University, Alwar would work together in finalizing programmes for the students and stakeholders in the domain of technology and other allied domains.

#### 3.2 FACULTY

The faculty for these modules will be drawn from faculty members of Sunrise University, Alwar, Rajasthan as well as experts from industry including BEML, Training of trainers program shall be conducted for teachers so as to update their knowledge & enhance their skills.

## 3.3 PROFESSIONAL FEE

The program fee will be decided at the time of finalization of programmes after mutual discussion with representatives of Sunrise University, Alwar, Rajasthan and BEML.

#### 4. EXECUTIVE EDUCATION

- 4.1 Upgrading the education level of certain set of executives on continuous basis helps the organization in remaining at the forefront of latest developments and ensures honing its capability to deal with uncertain and unpredictable times. BEML will work out procedures to nominate Defence sector executives to various executive educational programmes offered by Sunrise University, Alwar, Rajasthan.
- 4.2 The number of nominations to be sent by BEML and the fee structure will be finalized subsequently by both the representatives of BEML & Sunrise University, Alwar, Rajasthan
- 4.3 The procedures for selection of candidates for the above courses for Earth Sciences may be finalized based on the mutually agreed terms and norms.
- 4.4 The students of Sunrise University, Alwar will undergo internship in BEML.



4.5 The executives of BEML may pay visits to the premises of Sunrise University for reorientation and brushing up their skill.

## 5. CONSULTANCY

- 5.1 Organizations will hire the services of management consultants for a number of reasons, including gaining external (and presumably objective) advice, access to the consultants specialized expertise, or simply as extra temporary help during a one-time project , where the hiring of more permanent employees is not required . BEML may utilize the expertise of the faculty of Sunrise University, Alwar , Rajasthan in dealing with various challenges faced by it in the form of consultancy projects. Similarly, Sunrise University, Alwar, Rajasthan may require the services of BEML experts in the areas of management and leadership . Both the organizations can mutually take up the consultancy assignments.
- 5.2 As per the MoU BEML, the faculty will assure the privacy of the contents of specifically to the programme and will depend upon duration of the project, expertise required, research inputs and other incidents.
- 5.3 Financials and other terms and conditions of the consulting assignments will be decided mutually and specifically to the program and will depend upon duration of the project, expertise required, research inputs and other incidents.

## 6. GENERAL CONDITIONS

### 6.1 Force Majeure

- **6.1.1** If either party is temporarily unable by reason of force majeure to meet any of its obligations under this MoU and if such party gives to the other party written notice of event within fourteen (14) days after its occurrence, such obligations of the party which he is unable to perform by reason of event shall be suspended for as long as the liability continues.
- 6.1.2 Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event.
- 6.1.3 The term "Force Majeure", as employed herein mean act of God, strikes, war, civil riots, Fire directly affecting the performance of the MoU, floods, change in law and regulations not within the control of either party and which by the exercise of due diligence neither party is able to overcome.

#### 7. SECRECY

Both Sunrise University, Alwar, Rajasthan and BEML shall during the tenure of the MoU and at any time thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorized in writing by either of the parties, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through them or their personnel. Both the parties shall not avail of the information obtained in the course of work hereunder in any manner, except for the internal purpose alone.

## 8. TERM OF AGREEMENT

This agreement shall come in force from the effective date of this agreement i.e, 14th of June 2023 shall be valid till 13th of June 2025 or unless terminated by either party giving 3 months' notice to the other without assigning any reason.

### 9. REVIEW

It is mutually agreed that for successful execution of this MoU, there will be an Advisory Board consisting of two senior level executives as nominated by Director(HR), BEML and two professors as nominated by Registrar, Sunrise University, Alwar, Rajasthan who will undertake periodic review of the progress of various activities undertaken in pursuance of this MoU. The Advisory Board (consisting of four senior level executives) will also monitor the qualitative aspects of the various programmes and deal with all issues related to coordination between two organizations and provide necessary advice from time to time in this regard.

This MoU shall come into force as soon as it is signed for all purposes and intent and shall, unless earlier terminated by mutual consent, remain in full force.

IN WITNESS WHEREOF, THE PARTIES THROUGH THEIR AUTHORISED REPRESENTATIVES HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING AT BANGLORE ON THE DAY MONTH & YEAR MENTIONED ABOVE

For and on behalf of BEML

Dr G. Jawahn plomer (HB) BEMbawahar

निदेशक (मा.स) / Director (HR) बीईएमएल लिगिटेड / BEML LIMITED रेमल सीथा, संख्या. 23/1, जीवा मेन, एस.आर. पगर ML Soudha, No. 23/1, 4th Main, S.R.Nagar

Witnesses:

1) Aseem Gupta, COE, Of SunRise University, Alwar, Rajasthan amination

Signature

2) BEML 2 17

Signature D. R. Meenin

Maridula Truat

Signature M. Trivani

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For and on behalf of SunRise University, Alwar, Rajasthan

Dr Krishna Nath Pandey

Vice-Chance Lock France Liversity
Alwar, SUNDINE UNIVERSITY
ALWAR (RAJ.)

4) Dr Pankaj Gupta, Registrar SunRise University, Alwar, Rapsthan

Signature

5)Shashanka Shrivastava,Deputy Registrar

LUITO

Univers

SunRise University, Alwar, Rajasthan

Signature