

13

**Proposal for Designing modified Rollers for Glass Doors to improve the roller performance**

To

**KALCO ALU SYSTEMS PVT LTD**  
AN 12-13, Mazuri Gulawathi Road, UNIDC Industrial Area, Phase - III,  
Ghaziabad - 245101

From

**ABES Engineering College,**  
a unit of **Society for Educational Excellence,**  
a society duly established under the laws of India,  
having its registered office at 80, Navyug Market, Ghaziabad 201003.

ABES Engineering College shall hereinafter be referred to as "ABESEC" and KALCO ALU SYSTEMS PVT LTD shall hereinafter be referred to as "COMPANY" and, collectively, as the "Parties".

**1 SCOPE OF PROPOSAL**

COMPANY and ABESEC shall work jointly to carry out the applied research project(s) in the agreed area for developing and providing solution as stated below for the given scope of collaboration

**SCOPE OF COLLABORATION**

The parties agree to collaborate in the required consultancy solution as mentioned below on an applied research project basis:

**"Proposal for Designing modified Rollers for Glass Doors to improve the roller performance."**

The scope of work is separately covered below.

This research project is undertaken by ABESEC as an academic institute to support the industry at a nominal cost, and the COMPANY has extended the opportunity to institute in the spirit of supporting academic institutes come forward and participate in industrial problem solving.

**2 ACTIVITIES AND OBLIGATIONS OF COMPANY**

- COMPANY shall be responsible for providing access to its plant for which project is being undertaken to ensure both, a smooth flow of information during design phase and also smooth implementation of project.

- COMPANY will provide company know-how, which may be deemed necessary for the project.
- COMPANY shall take reasonable steps to prevent ABESEC know-how, which are meant only for the purpose of conducting the Research Projects, from unauthorised usage or falling into unauthorised hands.

### 3 ACTIVITIES AND OBLIGATIONS OF ABESEC

- ABESEC shall strive to complete the activities in the project and deliver the solution to COMPANY as per the project objectives and schedules.
- ABESEC shall take reasonable steps to prevent COMPANY know-how, which are meant only for the purpose of conducting the Research Project, from unauthorised usage or falling into unauthorised hands.

### 4 FINANCIAL ARRANGEMENTS

The company will pay a consideration to ABESEC in alignment with the commercial (pricing) portion of this proposal detailed below.

### 5 ASSIGNMENT

The Parties hereto shall not transfer or assign any of their rights and obligations under this proposal to any other party without obtaining prior consent in writing from other Parties hereto.

### 6 TERM / DURATION

This proposal shall be valid for a period 15 days.

### 7 ARBITRATION, APPLICABLE LAW AND JURISDICTION

- Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any, shall be subject to resolution by a panel formed by the signing authorities to this proposal from either side or person nominated by them in writing, for the project concerned. If the dispute cannot be resolved by the said panel, the matter shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Ghaziabad, Uttar Pradesh. The decision of the arbitrator shall be binding on both parties.
- ABESEC will retain all the rights, whatsoever, including IPR on the solution.
- This proposal shall be governed by the Laws of India and subject to the jurisdiction of Courts in Ghaziabad, Uttar Pradesh.

### 8 GENERAL

- The headings of various clauses herein are inserted for convenience of reference and are not deemed to affect the meaning or construction of relative provisions.

- The obligation under this proposal on ABESec is limited to the commercial value of the research project as mentioned in commercial/pricing portion detailed below.
- The scope of work under this proposal will be based on the **Scope of Work of this proposal** detailed below.

**9 FORCE MAJEURE**

Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes not confined to the premises of the party, Lockouts beyond the control of the party claiming force majeure, Epidemics, Riots, Civil Commotions etc. provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respect; hands and seal on the day, month and year first herein above mentioned.

This Agreement has been signed by the Parties in two (2) identical copies, of which each Party has taken one.

Place and date: Asun Kerman, 08/10/19, Ghazni  
 Kalon Afs Systems Pvt Ltd

By: Asun Kerman  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Place and date: Sachin Kumar Goel, Ghazni  
 ABES Engineering College

By: SACHIN KUMAR GOEL  
 Name: V.P.  
 Title: \_\_\_\_\_

