

9

Ref. No.: SEPE-12020/NGS/2022

Dt.: 14.12.2020

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 14th day of December – Two Thousand Twenty (14/12/2020)

BETWEEN

ABES ENGINEERING COLLEGE, having its campus at Campus -1, 19th KM Stone, NH-24, Ghaziabad U.P.-201009, India represented herein by its Head of the Department, Prof. Hemant Ahuja and the training coordinator, Mr. Vivek Kumar Verma, Assistant Professor, EN (hereinafter referred as 'First Party', which expression, unless excluded by or repugnant to the subject or context shall include its successors – trustees, heads of institution in-office, administrators and assigns).

AND

SONEPAR INDIA PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, and having its registered office at 507, 5th Floor, Bhikaji Cama Bhawan, Bhikaji Cama Place, New Delhi – 110066 and place of business at 229/239, Rect. No. 51, Khasra No. 02, Village Kherki Daula, Near Groz Tools Factory, Gurgaon – 122004, Haryana (hereinafter the "Second Party", and represented herein by its Manager-Product Sales, Mr. Vikas Rohilla, which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

WHEREAS:

- A) First Party is a Higher Educational Institution named ABES Engineering College:
Department of Electrical and Electronics Engineering in particular, and other departments of ABES Engineering College, in general.
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and

8.7 *Relationship between the Parties:* Nothing in this MoU shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties and the Parties have executed this MoU solely on a principal-to-principal basis.

8.8 *Waiver:* A Party's failure to exercise or delay in exercising any right, power or privilege under this MoU shall not operate as a waiver, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. No waiver shall have any effect unless it is specific, irrevocable and in writing by the Party waiving any right, power or privilege.

8.9 *Entire Agreement:* This MoU, including the recitals and annexures hereto, from time to time, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, representations or agreements, either written or oral.

8.10 *Counterparts:* This MoU may be executed in one or more counterparts, each of which shall, upon its execution by the Parties be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have executed this MoU effective as of the date first written above.

For and on behalf of
ABES Engineering College



(Authorized Signatory)

Name: Dr. Hemant Ahuja
Designation: Professor & HOD, EN

For and on behalf of
Sonepar India Private Limited



(Authorized Signatory)

Name: Vikas Rohilla
Designation: Manager-Product Sales

