MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding is signed on this 29th day of May, 2025 at Islamic University of Science & technology (IUST), Awantipora, Kashmir

BETWEEN

Islamic University of Science and Technology Awantipora Kashmir (IUST), having its registered office at University Avenue, Awantipora, Pulwama, Jammu & Kashmir -192122 (herein called as "IUST" which expression shall wherever the context so requires be deemed to include its administrators and permitted officials) of the OTHER PART, through Prof. Ayaz Hassan Moon Dean Academics, IUST)

AND

SKILLED ENVIRO SERVICES (SES), having its registered office at Plot No. C-15, Prem Villa, Patrakar Colony, Mansarovar, Jaipur, Rajasthan- 302020, (herein called as "EIA Consultant" which expression shall wherever the context so requires be deemed to include its successor and permitted assigns) on ONE PART through Sh. Sameer Kumar Singh, CEO, Skilled Environ Services, Jaipur

AND WHEREAS "EIA Consultant", is leading QCI-NABET Accredited Environment Consultancy with highest footprint in Jammu & Kashmir is desirous to enter into technical tie-up/ Association, with "IUST" which is a prestigious university involved in education, research and outreach in Science & Technology, for the below mentioned scope of work:





SCOPE of WORK

"EIA Consultant" will assist "IUST" as knowledge partners in execution of consultancy projects received by IUST from Govt. and autonomous bodies in environmental sector. These projects could be in the form of Joint Venture for such works as preparation of Environmental Audit Reports, Conduct of Replenishment Studies, Environment Impact Assessment and Formulation of Environment Management Plans.

NOW THEREFORE IT IS AGREED between the parties that:

1. Financial Arrangement:

The Financial terms will be as agreed upon by representatives of both the parties on project-to-project basis and as per IUST University Policy relating to consultancy works.

2. Mechanism:

Both knowledge partners shall undertake marketing of the joint services as per the scope of work and once a consultancy project is won from any Govt. dept. / Autonomous body, a Secondary Specific Agreement (SSA) underlining the methods of achieving the physical targets and financial arrangements shall be executed for smooth conduct of the specific project by the parties through their respective representatives.

3. Termination:

In the event of either party remaining in breach of any of its obligations following a written notification from the





either side then the other party has the immediate right to terminate this Agreement by three month's prior written notice without prejudice to any rights and liabilities existing on the date of such termination.

4. Amendments

No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by both parties.

5. Confidentiality

- a. Both the parties agree to safeguard the good name and reputation of the other party and will respect and treat as confidential all matters it learns from the business of the other party.
- b. Both the parties will not disclose any information relevant to the project including the documents generated during the execution of the project to any third party other than those directly concerned with the said project without the express prior written consent of their authorized representatives.

6. Effective date and duration of the MoU

This MoU is effective from the date of signing and remains valid for an initial period of **three years** and subject to further renewal on mutual agreement unless terminated by either side with 3 Months' prior notice in writing. However, in the event any party decides to terminate this MoU at any stage, both the parties shall undertake to





fulfill all obligations towards the joint project in execution at the time of termination of MoU and share the proceeds realized from the client as per this MoU. The parties shall not terminate the contract when there are chances of loss to the other side.

7. Intellectual Property Rights:

Both the parties agree to share all title in the intellectual property rights generated under partnership under this MoU.

8. Sovereign Immunity:

Both parties do not waive their sovereign immunity by entering into this agreement, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this agreement.

9. Severability:

Should any portion of this MoU/Agreement be judicially determined to be illegal or unenforceable, the remainder of the MoU/Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance. The agreement should be construed in accordance with and be governed by the laws of India.

10. Authorized representatives:

Mr. Sameer Kumar Singh, CEO of the consulting organization will be the authorized representative from the side of **SKILLED ENVIRO SERVICES** Pvt. Ltd. to coordinate with the Head/Coordinator or any other authorized representative from IUST to enter into





Secondary Specific Agreements (SSAs) of individual assignment(s) to be conducted from time to time.

11. Any dispute arising out of this MoU shall be resolved amicably by the parties. In case the parties fail to negotiate or redress the grievances of one another, the Hon'ble Vice Chancellor, IUST shall be the designated, 'Arbitrator' whose decision shall be final and binding upon both the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as on the date first above written.

For EIA Consultant

(Sameer Kumar Singh)

SKILLED ENVIRO SERVICES, Pvt. Ltd

For IUST

Dean Academics
ISLAMIC UNIVERSITY OF SCIENCE AND
TECHNOLOGY AWANTIPORA KASHMIR

Witness-1

(Du Sumura Nazir Zoz)

Witness-2

Dr. Dhasam Chand)

(Par. Anjori Chachare

[Alexhay Vadow)