

MEMORANDUM OF UNDERSTANDING

BETWEEN

Bexel India Consulting, representing Bexel Consulting DOO in India, having its offices at 715-A, Suite no. 909, Spencer Plaza, Mount Road, Anna Salai, Chennai – 600002, India, represented by its CEO, Mr. Ajithkumar Vadakkoot, (referred to as "Bexel India")

AND

ST JOSEPH COLLEGE OF ENGINEERING & TECHNOLOGY being represented by the point of contact ANCE MATHEW HOD CIVIL ENGINEERING (hereinafter referred to as "Institution", which expression shall include its representatives, successors and permitted assigns), being represented by its ANCE MATHEW. HOD CIVIL ENGINEERING.

Both Bexel and Institution are also individually referred to as "Party" and collectively as the "Parties"

WHEREAS:

- A) Bexel India is representing Bexel Consulting DOO, in India for research, development and deployment of its most advanced Digital Transformation software / BIM Management Software "Bexel Manager"® which has won the INNOVATION AWARD 2020 at the Building SMART International.
- B) The Institution is St JOSEPH COLLEGE OF ENGINEERING & TECHNOLOGY
- C) The Parties intend to contribute to the promotion of benefits of Building Information Modeling (BIM) in the construction industry and in the education of students, so that they can learn to apply the BIM methodology in project management.
- D) The Parties are interested in utilizing their intellectual capabilities and pool of knowledge to come up with solutions relevant to Digital Transformation in the construction industry, which includes BIM Management / Digital Twin Technologies with high level of automation and intelligent management capabilities using Big Data management, Advanced Analytics, Expert Logic and BIM Metadata management.



Therefore, this Memorandum of Understanding (MoU) is entered into by the Parties with the following understanding:

1. The proposed collaboration shall have the following objectives:

Objective 1: To promote dissemination of information in the form of research and publications on benefits of using Digital Transformation technologies in Construction Industry to save costs, manage projects in a more efficient way, increase productivity, reduce delays and cost over runs, and overall making project management more efficient.

Objective 2: To promote education, awareness and research in further advancing benefits of Digital Transformation technology in Construction Industry by using advanced technology tools currently available with Bexel Consulting and those that are still in development. Bexel will support the efforts of the Institution by providing adequate number of free Educational Licenses, training materials and research material available with Bexel to the faculty and students of the Institution, free of cost. Bexel will renew the licenses annually free of charge, through a valid verification by the Institution.

2. Both Parties shall discuss and openly share information for meeting the objectives listed above in a transparent and collaborative way.
3. The Institution guarantees that the educational licenses of BEXEL Manager will be used only for the objectives mentioned herein.
4. The Institution will incorporate, to the extent possible and according to its internal guidelines, BEXEL Manager and the BIM methodology for the management of construction projects in its teaching curriculum/ plan.
5. On computers that install BEXEL Manager, the BEXEL MANAGER END-USER LICENSE AGREEMENT will be accepted, to ensure that the educational license of BEXEL Manager will not be used for profit or commercial purposes, but will be used only for educational and research purposes.
6. Any public information of the outcomes shall be made jointly in consultation with each other giving due credit to the contributions from both sides.



7. Both parties shall ensure that all ethical guidelines are followed while handling the patent data.
8. Both parties shall periodically review the progress made at quarterly intervals and review any changes if needed.
9. The term of this MOU shall be Five (5) years, starting from the date of last signature on this MOU. The agreement will remain terminated after the expiry of the said 5 year term, unless renewed mutually at least one (1) month before the completion of the said term. The conditions for confidentiality, circumvention and IPR will survive the terms of this MOU.
10. In the event of any default on the side of the other Party, any of the Parties may terminate this Agreement by giving a written notification, with a notice period of one month stating the reasons for the same.
11. All notices and other communications required or called for under this MOU shall be in English language and shall be communicated to the address given above in writing.
12. Intellectual Property Rights: Any know-how, discovery or patentable invention generated as a result of this MoU will be the joint property of both the Parties. Bexel will have full right to use the know-how developed as part of the project for its internal and business purposes. If any discovery is patentable, the patents will be jointly filed by both the Parties. Terms and conditions regarding licensing of these rights for commercialization shall be governed by a separate agreement to be prepared and agreed jointly by the Parties, if such scenario arises.
13. Confidentiality & Circumvention: The Parties shall keep confidential and not use for any purpose not contemplated hereunder, all proprietary information disclosed by the other Party, directly or indirectly during the term of this MoU or thereafter until the IPR in respect of the same is obtained or published jointly. Any discoveries, inventions, outcomes or know-hows resulting from this collaboration shall be kept confidential for a period of three (3) years from the date of termination of this Agreement, except as authorized in writing by the other Party or provided herein. Neither Party shall carry out any act of circumventing the above understanding on confidentiality and proprietary rights.
14. Dispute Resolution: The Parties shall use their best endeavors to settle any dispute



or claim arising out of or relating to this MoU, in supplemental agreements and their attachments thereto through amicable discussions. If not amicably settled within sixty (60) days of the dispute or claim arising, such dispute or claim shall be resolved by confidential modes of dispute resolutions like Conciliation or Arbitration under the Arbitration and Conciliation Act, 1996 and the results thereof shall be kept confidential by the Parties, except for enforcements of the terms therein. Such proceedings shall be seated at Chennai subject to the jurisdiction of the appropriate Courts of Chennai. The Conciliator or Arbitrator shall be any technically qualified person in the field nominated jointly by the Parties.

IN WITNESS WHEREOF, this MOU has been entered on the 11th of November

Signed for and on behalf of
Bexel India Consulting

V.M. Ajith Kumar



Ajith Kumar Vadakkoot
Chief Executive Officer

In the presence of

Ajith Kumar



Signed for and on behalf of

St JOSEPH COLLEGE OF
ENGINEERING & TECHNOLOGY

ANSE MATHIEW
ST. JOSEPH'S COLLEGE OF ENGG.
& TECHNOLOGY

Head of the Department
Department of Civil Engineering
Choondacherry P. O., Palai - 686 579

In the presence of

Anse Mathiew

ST. JOSEPH'S COLLEGE OF ENGG.
& TECHNOLOGY

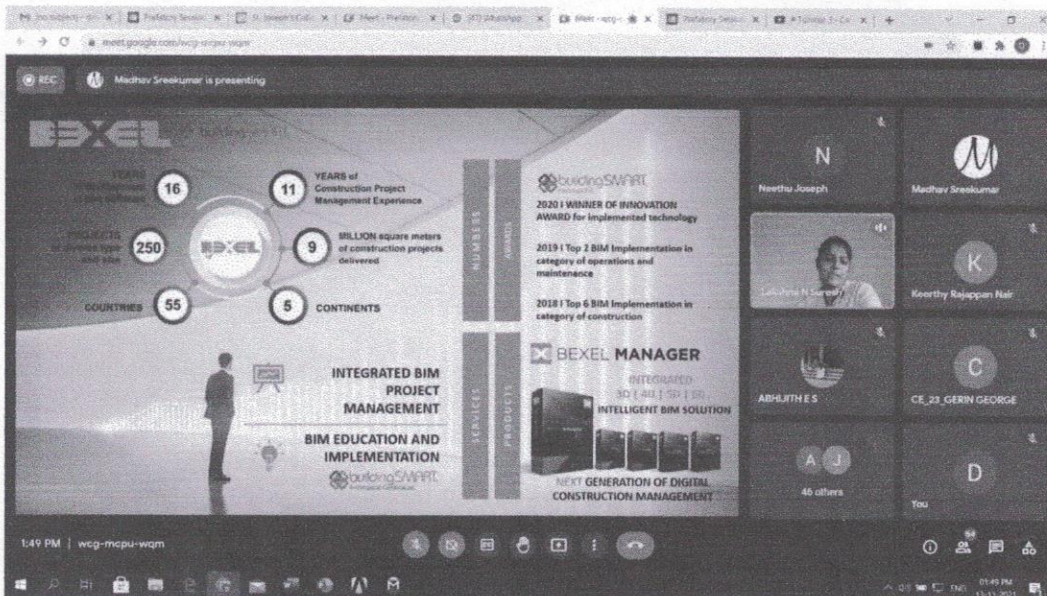
Head of the Department
Department of Civil Engineering
Choondacherry P. O., Palai - 686 579



Webinar on Building Information Modelling: Unlocking the future with BEXEL Manager

Resource Person(s): 1. Mr. Madhav Sreekumar
Technical Consultant
Bexel India Consulting

2. Ms. Lekshmi N Suresh
Marketing and Strategy Manager
Bexel India Consulting



As part of the MoU signed by the Department of Civil Engineering, SJCET Palai with Bexel India Consulting, a webinar was conducted by the representatives. In the webinar, the features of BEXEL Manager were discussed by the Technical Consultant, Bexel India Consulting. BEXEL Manager is IFC certified BIM software solution for management of construction projects that integrates most important 3D/4D/5D/6D uses of BIM technology in one single software interface.

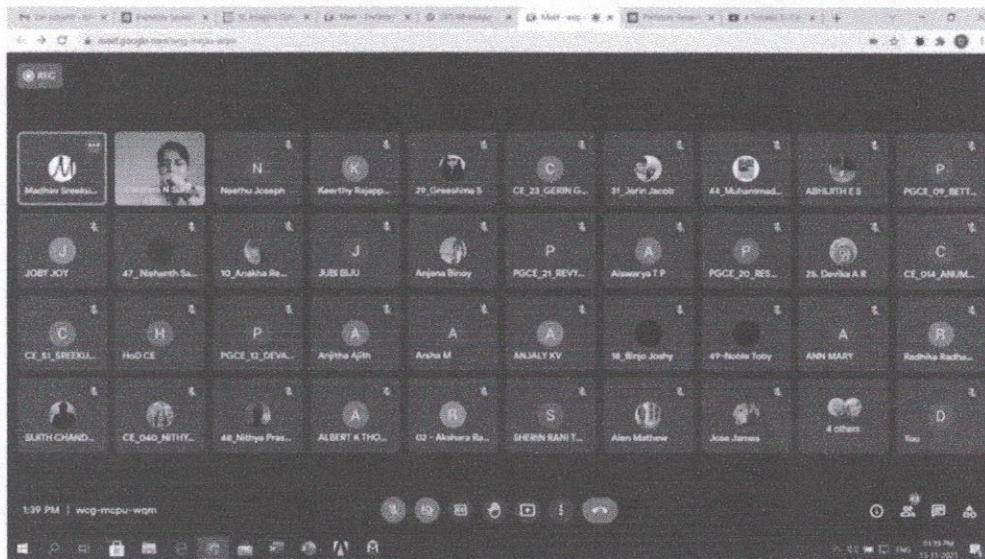




ST. JOSEPH'S COLLEGE OF ENGINEERING AND TECHNOLOGY, - PALAI -

SJCET
PALAI

Administered by Diocese of Palai | Approved by AICTE | Affiliated to KTU/MG University | An ISO 9001-2008 certified college



BEXEL Manager enables management of BIM models that contains millions of elements with the ability to identify over 15000 clashes in a matter of seconds.

Using the predefined construction methodologies and templates, with BEXEL Manager it is possible to generate schedules with tens of thousands of tasks with exact predefined tasks relations that are always stored. Any change within the schedule is automatically propagated to all related analysis.

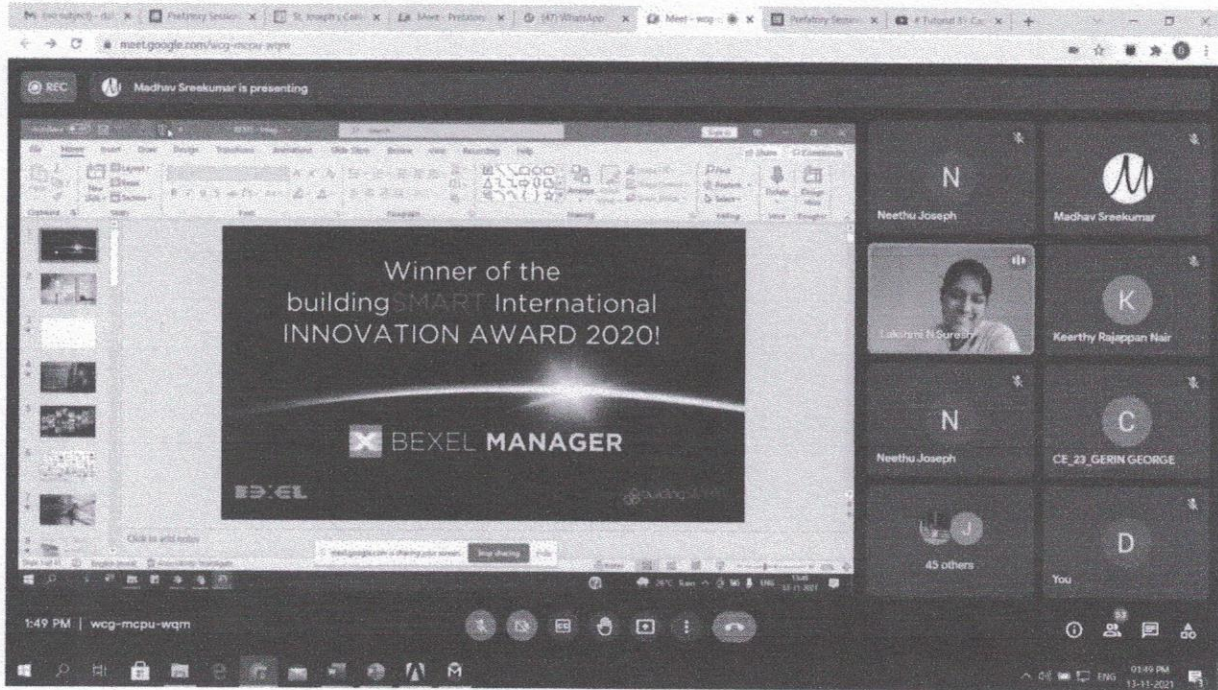




ST. JOSEPH'S COLLEGE OF ENGINEERING AND TECHNOLOGY, - PALAI -

SJCET
PALAI

Administered by Diocese of Palai | Approved by AICTE | Affiliated to KTU/MG University | An ISO 9001:2008 certified college



Anne Halke

ST. JOSEPH'S COLLEGE OF ENGG.
& TECHNOLOGY
Head of the Department
Department of Civil Engineering
Choondacherry P.O., Palai-686 579

