

தமிழ்நாடு TAMILNADU
GSH INDIA PVT LTD
14 AUG 2025

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S. MANJULAMAHESWARI
STAMP VENDOR
L. No. 1337 / 76
High Court Campus Chennai 104

Memorandum of Agreement

Between

Indian Institute of Information Technology, Senapati, Manipur
and

GSH (India) Private Limited - Chennai

This Memorandum of Agreement (MOA) entered on the 12th day of this month of November in the year 2025

BY AND BETWEEN

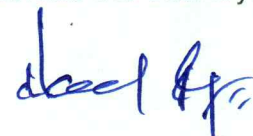
INDIAN INSTITUTE OF INFORMATION TECHNOLOGY SENAPATI, MANIPUR,
an institute of National Importance brought into existence by an Act of Parliament and
established under the Public-Private Partnership (PPP) model of the Ministry of
Education, Government of India, having its office and campus at Mantripukhri, Imphal,

Manipur – 795002, represented by the **Director, Indian Institute of Information Technology, Senapati, Manipur**, which term shall, unless repugnant to the context or meaning thereof, hereinafter be referred to as the **PARTY OF THE FIRST PART / IIITM**.

AND

GSH (India) Private Ltd, a Company, having a registered office located at No. 7 / 3, 7th Street, Gopalapuram, Chennai, Tamil Nadu – 600086, represented by **Noorul Ameen M, Chief Executive Officer**, which term shall unless repugnant to the context or meaning thereof hereinafter be referred to as the **PARTY OF THE SECOND PART / GSH (INDIA) Private Limited**

- A. The terms Party of the First Part / IIITM and Party of the Second Part / GSH (India) Private Limited, shall wherever the context so permit, mean and include their respective representatives, administrators / assigns and successors - in - interest.
- B. Whereas the Indian Institute of Information Technology, Senapati, Manipur (IIITM) was established in the year 2015 as an Institute of National Importance under the Public-Private Partnership (PPP) Act, 2017. of the Ministry of Education, Government of India, with participation from the Government of Manipur and industry partners. It aims to impart quality education, research, and innovation in the fields of Computer Science Engineering, Electronics and Communication Engineering and allied areas, catering to the emerging needs of industry and society. The institute strives to promote excellence in technical education, foster industry-academia collaboration and contribute to the socio-economic development of the North-Eastern region and the nation at large. The campus of IIIT Manipur is located at Mantripukhri, Imphal, and the institute continues to develop as a centre of excellence in teaching, research, and innovation in Information Technology and related disciplines.
- C. Whereas GSH-Global is a premiere provider of facilities management and building engineering services globally, headquartered in Parsippany, New Jersey has offices throughout North America, the UK, and India. The GSH employs 5,000+ strong workforce and operates in three continents with 125 years of existence. The GSH (I) Ltd established in 2012 is a 100 % subsidiary of GSH Group UK and has the corporate HQ at Chennai and has 5 Regional Offices across the country. It's a



carbon neutral company having 3 core elements to its business, namely, Facility Management, Utility Management and Sustainable Energy Management. It manages 104 sites across India, that include portfolios related to retail, commercial, industrial, communication, healthcare, pharmaceuticals to name a few. The employee strength is close to 4000 pan India

- D. GSH (India) Private Limited with Indian Institute of Information Technology, Senapati, Manipur (IIITM) relating to aforementioned services on the terms and conditions mutually agreed between the parties and contained hereinafter.

NOW THIS DEED OF MEMORANDUM OF AGREEMENT WITNESSES AS FOLLOWS:

1. TENURE OF MOA

- 1.1. This **Memorandum of Agreement (MoA)** shall come into effect on the **12th day of November, 2025**, and shall remain in force until the **11th day of November, 2028**. Upon the expiry of the said duration, the Parties may **review, extend, or renew** this MoA on such terms and conditions as may be **mutually agreed upon** between them.

2. MUTUAL OBLIGATIONS OF THE PARTIES

2.1. Joint Commitment

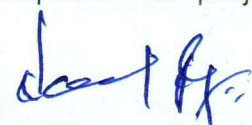
GSH and IIIT Manipur agree to work collaboratively to strengthen industry-academia linkage through training, research, and technology-based projects in the domain of Facility Management, IoT, Sustainability, and Smart Building Systems.

2.2. Project Identification and Planning

Both parties shall jointly identify areas of mutual interest such as IoT-based facility monitoring, energy efficiency, predictive maintenance, and safety systems. Each project shall be jointly planned with defined objectives, timelines, and deliverables. A project coordinator shall be appointed by both parties to oversee execution.

2.3. Resource Sharing

GSH shall provide access to field data, real-site operations, and domain expertise to support student learning and research. IIIT Manipur shall provide research facilities, technical resources, and student/researcher participation for project



execution. Both parties shall share relevant information and resources in good faith and within agreed limits.

2.4. Training and Internship Support

GSH shall offer internship and industrial training opportunities for IIIT Manipur students. IIIT Manipur shall facilitate student nominations and academic guidance during such programs. GSH shall assign industry mentors/supervisors, while IIIT Manipur shall designate faculty mentors to ensure proper monitoring and learning outcomes.

2.5. Skill Development and Capacity Building

Both parties shall jointly organize workshops, guest lectures, technical sessions, and field visits to enhance student knowledge in facility management, safety, and smart technologies. Short-term or joint certification programs may be introduced to enhance employability and professional skills.

2.6. Research and Development Collaboration

IIIT Manipur researchers and students shall work with GSH on IoT-based facility management applications, including software, analytics tools, and automation systems. GSH shall provide real-world problem statements and feedback on technology applicability. Joint research or pilot deployments may be conducted on the IIIT Manipur campus or client sites managed by GSH.

2.7. Monitoring and Evaluation

Both parties shall conduct periodic reviews to evaluate progress of internships, research, and joint projects. Student performance, project outcomes, and technical results shall be jointly assessed, and certificates or evaluation reports shall be issued accordingly.

2.8. Intellectual Property Rights (IPR)

Any intellectual property resulting from joint work shall be jointly owned by IIIT Manipur and GSH. Separate agreements will define the terms of commercialization and benefit sharing. Publications or presentations shall carry joint acknowledgment of both parties.



2.9. Confidentiality

Both parties shall maintain strict confidentiality of operational, technical, and business information shared during the collaboration. Data obtained from GSH's operational environments shall be used solely for academic and research purposes with prior written consent.

2.10. Communication and Reporting

Regular meetings shall be held between representatives of GSH and IIIT Manipur to review progress, discuss challenges, and plan future initiatives. Both parties shall maintain proper documentation, reports, and communication records for transparency.

2.11. Mutual Benefits

IIIT Manipur shall benefit through enhanced student learning, industrial exposure, and applied research opportunities. GSH shall benefit from access to innovative technologies, research insights, and potential talent for future recruitment. Both parties aim to contribute to the advancement of sustainable and technology-driven facility management solutions in India.

3. APPROVALS

Both the parties agree to seek prior written approval of the other party for all the services, etc., before proceeding future with any work / assignment entrusted to it. Approvals on timelines for rendering services would be as per mutual agreement between the parties on case - to - case basis.

4. FORCE MAJEURE

- 4.1. Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lockouts, epidemics, pandemics or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature.
- 4.2. The obligations and rights of the Party so excused shall be extended on a day - to - day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.



5. SEVERABILITY

5.1. If any provision of this MOA is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, this MOA shall, as to such jurisdiction, continue to be valid as to its other provisions and the remainder of the affected provision; and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.

6. VARIATION

6.1. No variation of this MOA shall be valid unless it is in writing and signed by or on behalf of each of the Parties to this Agreement.

7. ENTIRE AGREEMENT

7.1. Save as provided herein, this MOA embodies all the terms and conditions agreed upon between the Parties hereto as to the subject matter of this MOA and supersedes and cancels any previous agreements, representations, warranties, discussions, understandings and/or undertakings amongst the Parties, written or oral or otherwise with respect to such subject matter.

7.2. This MOA shall not be construed to be an arrangement between the parties in the nature of a Partnership, Association of Persons, Joint Venture Agreement or any contract of a commercial nature.

8. LIABILITY AND INDEMNITY

8.1. Each Party shall be solely responsible and liable for the actions and omissions of its employees, agents and assigns.

8.2. No party shall be liable to indemnify the loss caused to the other party if the loss caused is as a result of their own actions.

9. TERMINATION

9.1. Either party may terminate this MOA by giving ONE MONTH written notice to the other, without assigning any reason whatsoever. The obligations of the parties shall continue during the notice period. Both the parties shall be required to hand



over all material relating to the other party in its possession at the end of the notice period.

9.2. Upon any termination of this MOA, the statement of work, if any, executed pursuant to this MOA shall continue to valid and binding on the Parties, unless otherwise agreed between the Parties.

10. DISPUTE RESOLUTION

10.1. All disputes arising out of in connection with the instant Memorandum of Agreement shall be finally decided by Arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 as has been amended from time to time. (Sole Arbitrator, Seat: Manipur, Language: English, Costs to be shared between the Parties equally, Applicable Substantive Law: Laws of the Republic of India)

IN WITNESS WHEREOF, the undersigned Parties have hereby executed this MEMORANDUM OF UNDERSTANDING as of the day and year first written above:


**Indian Institute of Information
Technology Senapati. Manipur**

City-Campus, Mantripukhri
Imphal, Manipur, India - 795002
Email: director@iitmanipur.ac.in
Website: www.iitmanipur.ac.in


12/11/2025
Director, IIITM

GSH (India) Private Ltd

No.7/3, 7th Street Gopalapuram
Chennai-600 86
Email: Noorul.Ameen@GSHGroup.com
Website: www.gshgroup.com


CEO, GSH (I) Ltd, Chennai