

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding made and executed at Seminar Room of Centre for Energy and Environment, MNIT Jaipur on September 11, 2013 between **Centre for Energy and Environment, MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY, JAIPUR**, having its campus at **Jawaharlal Nehru Marg, Jaipur** (hereinafter referred to as **CEE, MNIT, Jaipur** which expression shall, unless it is repugnant to the subject or context thereof, include its successors, assignees and /or nominees)

And

**MOINEE SYSTEMS CORPORATION PVT LTD. JAIPUR**, Company registered under the Companies Act 1956 having its registered office at **1-Ka-17, Housing Board, Shastri Nagar, Jaipur – 302 016** (hereinafter referred to as **MSCPL, Jaipur** which expression shall, unless it is repugnant to the subject or context thereof, include its successors, assignees and /or nominees)

Whereas

**Centre for Energy and Environment, Malaviya National Institute of Technology, Jaipur** is a Centre for promoting research and dissemination of knowledge in the field of energy and environment governed by the provisions of **The National Institute of Technology Act 2007**. **MNIT Jaipur** is created as a center for imparting technical education of international standards and conducting research at the cutting edge of technology to meet the current and future challenges of technological development.

And Whereas

**Moinee Systems Corporation Pvt Ltd (MSCPL), Jaipur** is engaged since 2012 in designing, building and delivering software applications which are suited to mobile and cloud platforms with domain specialization on Financial Services, Education and Energy Analytic. Moinee Systems is also engaged in deep technology R&D to simplify solutions for complex scientific areas.

Both the parties in principle agree to work in the following areas of collaboration:

- a) Energy Efficiency and Analytics,
- b) Application of Mobile and cloud based solutions in Industry,
- c) Scientific applications of information technology
- d) Industry Aligned Skill Development

Such Collaboration shall be implemented by the means such as (but not limited to):-

- a) Establishment of mutual relations between the scientific and technical divisions of the organizations of the respective Parties,
- b) Sharing of infrastructure and technical facilities of each other for fulfilling the object & scope of this MoU.
- c) Creation of facilities for exchange of scientists, technologists and experts and their proper placement

- d) Undertaking joint pilot projects from concept to commissioning in emerging areas such as Energy Analytic, Energy Conservation, Measurement & Simulation tools etc.
- e) Grant of fellowships to scientists and students
- f) Providing technical training to staff and students
- g) Jointly organizing events of technical nature that are beneficial for professional community and society
- h) Joint research and development projects

**1. Scope of Work:**

- a) Both Parties may name any member of their staff to develop suitable work plan to work out the potential details of cooperation between the two organizations and in general to ensure proper and effective implementation of this MoU.
- b) The MoU shall be implemented through development of biennial work plan to be developed jointly that describe specifically the activities to be carried out which sets forth the intended contribution of each party. These work plans may originate from each party but shall require the full approval of both parties for implementation from their competent authorities.
- c) The joint research findings shall be published upon mutual agreement. Similarly any new product developed will be patented upon mutual agreement.
- d) Patents originating from the joint work would be shared between both the parties.
- e) Independent assets created or shared by each party for joint work will be under the ownership of originating party and shall be reused, shared by other party with written consent.
- f) To create infrastructure for skill development in the upcoming technologies to suit the countries requirement.

**2. Commencement and Validity:**

This Memorandum of Understanding shall commence on the date of signing of this Memorandum of Understanding and shall remain valid till the period of three years.

**3. Commercial:**

Both the Parties shall work out commercials & consideration with respect to each individual work plan/project/R&D separately. In all other cases, covered under the scope of this MoU, any financial liability of the either party will not be transferable to the other party.

4. **Terminations:**

1. In case of breach of contract both parties may, without assigning any reason, terminate this Memorandum of Understanding at any time by giving to the other party three month notice in writing sent by registered post or Speed Post or Courier.

2. Without prejudice to any other remedies both Parties shall have the right at any time by giving notice in writing to each other for terminating the Memorandum of Understanding forthwith in any of the following events:

2.1. Any of the parties commit the breach of any of the terms or conditions of this Memorandum of Understanding.

2.2. Any party enters into liquidation, whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction) or compounds with creditors or takes or suffers any similar action in consequence of debt or in the case of an individual or a partnership.

2.3. Any party does not perform the obligations as per the contract willfully for a period of one month or for a total period of one month in any one period of twelve calendar months

2.4. Any of the parties are guilty of any conduct which legally is prejudicial to the contracts interests.

2.5. No party shall have authority to purport or assign the burden or benefits or charge the benefits of this Memorandum of Understanding without the consent in writing of the each Party.

5. **Force Majeure**

1. If the performance of the obligations under this Memorandum of Understanding is prevented by reason of any contingencies, which could have been reasonably avoided and are beyond the control of the parties, the party so affected shall not be liable to the other for damages to the extent of such prevention. Such contingencies include strikes of workers, fire, flood, explosion, riots sabotage, acts of God and war or enemy action

6. **Notice**

1. Save as herein before otherwise provided, any notice required to be given hereunder shall be sufficiently given to each other if forwarded by registered post, speed post, courier, to the last known postal address of the parties Every notice shall be deemed to have been received and given at the time

when in the ordinary course of transmission it should have been delivered at the address to which it was sent.

7. **Indemnity:**

1. Both parties shall indemnify the each other against all losses, damages or claims that may arise out of any unauthorized representations made by their employees or representatives.


8. **Arbitration:**

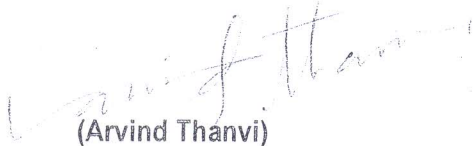
1. In the event of any dispute or difference between the parties arising out of this agreement or any matter incidental thereto, the same shall be referred to the mutually agreed arbitrator to be appointed by the Directors of both the parties upon request of either of the parties.

In witness thereof the parties have set their hands and seal on the day month and year first written

For  
**Malaviya National Institute of Technology,  
Jaipur**

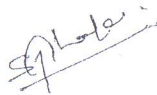
For  
**Moinee Systems Corporation Pvt Ltd  
Jaipur**

  
**(Jyotirmay Mathur)**  
Head, CEE, MNIT Jaipur

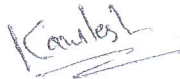
  
**(Arvind Thanvi)**  
Managing Director, MSCPL, Jaipur

Witness:

1)



2)



Witness: 1)



2)

