

**MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding made and executed at Board Room of MNIT Jaipur on April 13, 2012 between **MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY, JAIPUR**, having its campus at **Jawaharlal Nehru Marg, Jaipur** (hereinafter referred to as **MNIT, Jaipur** which expression shall, unless it is repugnant to the subject or context thereof, include its successors, assignees and /or nominees)

And

**RAJASTHAN ELECTRONICS & INSTRUMENTS LTD. JAIPUR**, Company registered under the Companies Act 1956 and an **ISO 9001:2000** and **ISO 14001:2004** "**Mini Ratna**" **Public Sector Enterprise under administrative control of Ministry of Heavy Industries & Public Enterprise, Govt. of India, New Delhi**, having its registered office at **2 , Kanakpura Industrial Area , Sirsi Road, Jaipur – 302 012** (hereinafter referred to as **REIL, Jaipur** which expression shall, unless it is repugnant to the subject or context thereof, include its successors, assignees and /or nominees)

Whereas

**Malaviya National Institute of Technology, Jaipur** is an Institute of national importance governed by the provisions of **The National Institute of Technology Act 2007**. The Institute 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

**Rajasthan Electronics & Instruments Ltd. (REIL), Jaipur** is engaged since 1981 in manufacturing and marketing of Milk Analysis Solutions for Dairy Industry and from concept to commissioning in the area of Solar PV since 1985. REIL is also a quality manufacturer and service provider in the fields of Industrial Electronics and Information Technology Sector. Products / solutions designed and manufactured by the company are well received across the country by Govt. institutions as well as private consumers.

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

- a) Renewable energy,
- b) Industrial electronics,
- c) Information technology, and
- d) Rural applications of technology

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) Creation of facilities for exchange of scientists, technologists and experts and their proper placement

1-2



- c) Undertaking joint pilot projects from concept to commissioning in emerging areas such as SPV, wind energy etc.
- d) Grant of fellowships to scientists and students
- e) Providing technical training to staff and students
- f) Jointly organizing events of technical nature that are beneficial for professional community and society
- g) 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) 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 with respect to each individual work plan separately. In no case any financial liability on the second party would be transferrable on the first party or vice versa

#### 4. Terminations:

- 4.1 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.



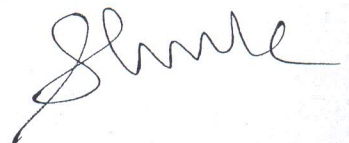
- 4.2 Without prejudice to any other remedies both Parties shall have the right at any time by giving notice in writing to each other for terminating the Memorandum of Understanding forthwith in any of the following events:
- 4.2.1 Any of the parties commit the breach of any of the terms or conditions of this Memorandum of Understanding.
- 4.2.2 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.
- 4.2.3 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
- 4.2.4 Any of the parties are guilty of any conduct which legally is prejudicial to the contracts interests.
- 4.2.5 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

- 5.1 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

- 6.1 Save as hereinbefore 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:

7.1 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.

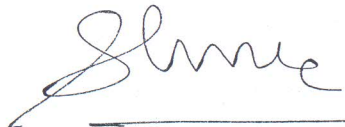
8 Arbitration:


8.1 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

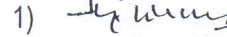
For  
Rajasthan Electronics & Instruments Ltd.  
Jaipur

  
13/04/2012

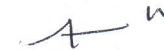
  
13/4/12  
(M.B. MATHUR)  
AEM


(Dr. M.C. SHRIVASTAVA)  
DEAN  
Research & Consultancy  
Malaviya National Institute of Technology Jaipur  
JAIPUR-302017

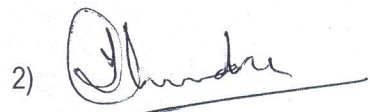
Witness:

1)   
(JYOTIRMA Y MATHUR)

Witness: 1)

  
(AMITABH SHARMA)

  
2) (S-D. Bharti)

2)   
(TARUSH CHANDRA)