

उत्तर प्रदेश UTTAR PRADESH

CP 892475

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (the "MoU") is made and executed on this 10<sup>th</sup> day of May, 2016 at 03:00 pm.

**BY AND BETWEEN**

Simpa Energy India Private Limited a private company, limited by shares incorporated in India under the Companies Act, 1956, and having its head office at A-17, Second Floor, Sector 16, Noida, Uttar Pradesh 201301, hereinafter referred to as the "The Company" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its respective heirs, executors, administrators and assigns) of the One Part

**AND**

GLA University was accorded the status of a university under the U.P. State Legislative Act of 2009 (UP Act 21 of 2010) and having its head office at 200/1, Yugal Niwas, Raman Reti, Vrindavan, Mathura, Uttar Pradesh 281121, hereinafter referred to as the "The University" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its respective heirs, executors, administrators and assigns) of the Other Part.

(The Company and The University shall hereinafter be referred to as "Parties", and individually, as a "Party" as the context may so require).

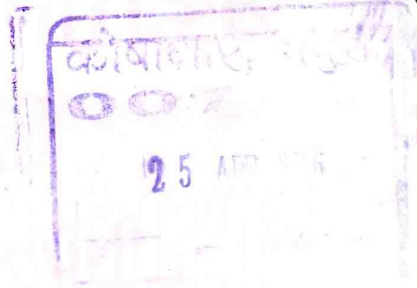
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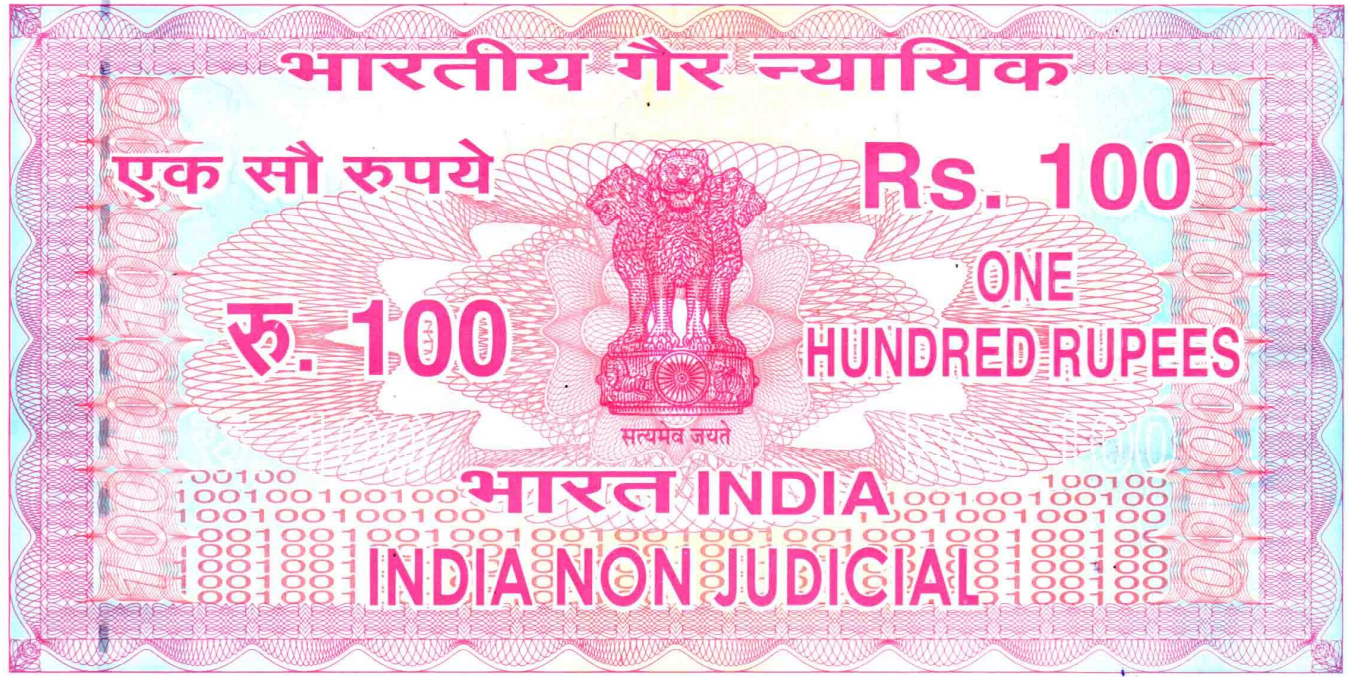
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MATHURA

राजेंद्र प्रसाद अप्रवाल  
का० नं० 3,85-86  
देविदा बाजार, मुन्दाजब





उत्तर प्रदेश UTTAR PRADESH

CP 892476

**WHEREAS:**

The company is engaged in the business of selling solar as a service to energy poor household and SMEs in rural India and the University is an educational institution carrying out teaching & research work.

On the basis of this MoU, the Parties now wish to work together to explore the potential areas of synergies and integration of their respective business interests and agree to work towards negotiating and executing a detailed definitive agreement ("Definitive Agreement") as may be mutually agreed between the Parties.

NOW THEREFORE, the Parties hereto agree as under:

**1.0 INTRODUCTION:**

1.1 The Company agrees to setup a laboratory of the solar equipment(s), machinery(ies) and/or product(s) as developed/assembled / manufactured by the company in the university campus for the students of the University. The details of the machinery(ies) / equipment(s) to be installed in the laboratory are presented in the attached Exhibit A, Scope of Work, made a part of this MOU by reference.

1.2 The agreement shall become effective from 10<sup>th</sup> day of May 2016 or any other date which marks as the beginning of the 2016 - 2017 academic year.

**2.0 SCOPE OF WORK:**

2.1 The Company agrees to assist the University in development of a short course for B.Tech and diploma students. The course so developed shall be subject to review and modification from time to time as per the circumstance and necessity with mutual consent of the parties.

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*[Handwritten signature]*

*[Handwritten signature]*

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शिवका गेटवर्क प्रक. नरिसा

10/1/16

राजेंद्र प्रसाद अग्रवाल  
जा. नं. 3/85-86  
हेतिका बाजार, मुन्हावडा

25 APR 2016

Any damage shall be expressly disclosed at the time of delivery and the University shall bear the cost for any losses arising out of mishandling and any loss which is not a result of natural wear and tear. The cost loss so incurred shall be paid to the Company within 60 days.

## 8.0 REVIEW OF MOU:

8.1 Amendments to this MoU may be made at any time by agreement between both the parties.

## 9.0 VALIDITY PERIOD:

9.1 This MoU shall remain valid and binding to both the parties from date of taking over of the premises for setting up Laboratory by the Company for the 2016 – i.e. from..... to for period of ..... years. The validity period can be further extended/ reduced on mutually agreed period between both the parties.

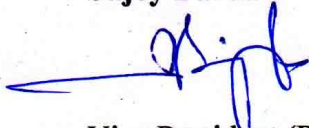
## 10.0 DISPUTE RESOLUTION

10.1 Any dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this MOU or the breach, termination or invalidity thereof, which cannot be resolved amicably, shall be finally settled by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996 and rule there under. The seat of arbitration shall be Delhi and the language of arbitration shall be English.

IN WITNESS WHEREOF, this MoU has been executed between the Parties on the dates stipulated below:

**For Simpa Energy India Private Limited**

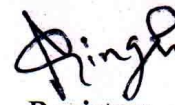
**Sujoy Barua**



Vice President (Product)

**For GLA University**

**Ashok Kumar Singh**



Registrar

2.2 The University agrees to provide and maintain space, infrastructure, furniture, standard equipment, power and basic amenities for the laboratory without any charges incurring on part of the Company of any nature.

### 3.0 TERMS:

3.1 The Company agrees to provide all standard/special/customized equipment(s) and/or machinery(ies) which may be required to carry out testing / product development activities, throughout the period during which this collaboration is effective, without interruption.

3.2 The University agrees for non-disclosure and safeguard of confidential information which it comes across during the arrangement and will not utilize any such information for any purpose other than carrying out the express terms of this contract. Further, it shall not interfere or intervene in any activities of the Company carried out in the laboratory as long as they are within the scope of this MoU.

3.3 The University will promptly transmit to the Company all requests for disclosure of such information not emanating from the student(s).

3.4 The University agrees to assign a Single Point of Contact, who shall be available through the registrar..

3.5 The University agrees to provide free access to laboratory by the Company representatives and stakeholders. A table, chair and file cabinet will be assigned for the Company representative inside the laboratory. The Laboratory will be open on all the weekdays except for Sundays throughout the year. Wherein Government holidays are excluded but summer vacations are included.

### 4.0 OTHERS:

4.1 The company will be under no obligation to recruit any student of the University as an outcome of this collaboration. However, the Company is free to participate in the Campus placement at their sole discretion.

4.2 The Company will not certify any course(s)/program(s)/ series of testing carried out in the Laboratory. However, the University is free to certify the same through third party agencies with consent of the Company.

4.3 The company shall be liable for any damages caused by the representatives of the Company to the product(s) and/or asset(s) which are the sole property of the University.

4.4 The University shall ensure that all the lab products including the machinery(ies), equipment(s), stock(s), inventory(ies), and any other item(s) of value more than One crore are duly insured and renew the insurance from time to time at their expense.

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4.5 The University shall not proceed with any alteration(s) in the equipment(s) and/or machinery(ies) without the express permission/consent of the Company. If so, then the University shall be solely responsible for the damages and/or injuries caused of whatsoever nature and reimburse the Company in full.

4.6 The University agrees to bear the cost of maintenance of Inventory and stock(s) kept/stored in the Laboratory including any other place where the stock/ inventory may be kept for the time being. A register of assets be maintained and all equipment(s), test piece(s) carried by the Company (in and out of premises of the University) from time to time be recorded in that register or gate pass process and duly approved by authorized person of University.

## 5.0 INTELLECTUAL PROPERTY

5.1 All commercial rights and designs of concepts, products and ideas co-created by the Company and the University will remain with the Company. However, the University will be equal partner in patent filings, if any.

5.2 Both the Parties acknowledge, understand and agree that the Company will own and retain all right(s), title(s) and interest(s) in and to:

- (i) all its content, trademarks, trade secrets, copyright and other intellectual property; and;
- (ii) everything developed or utilized by it pursuant to the Definitive Agreement.

## 6.0 CONFIDENTIALITY

6.1 The Parties hereby acknowledge, understand and agree that the terms and conditions of this MoU and the proposed Definitive Agreement, shall be considered confidential information and shall not be disclosed by them to any third party.

## 7.0 TERMINATION AND EFFECT OF TERMINATION:

7.1 Parties may terminate this MoU by giving a prior written notice of two months to the other Party by way of notice in writing to be delivered at the signing authority. The notice shall come into effect from the date of receipt of notice and not the date mentioned on the notice.

7.2 Upon termination of this MoU, both Parties shall, at their own expense within 60 days, return to the other Party promptly all assets, machineries, equipments, information, documentation, data received and/or collected by it during the course of this MoU.

7.3 In case of discontinuation of contract, all asset(s), product(s), machinery(ies)and/or equipment(s)which are the property of the Company along with the confidential information(s) shall be returned in their original state, except for the natural wear and tear, within 20 days from the date of cessation of notice period.

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