



# TEERTHANKER MAHAVEER UNIVERSITY

(Established under Govt. of U.P. Act. No. 30, 2008)

Delhi Road, Moradabad-244001 (U.P.) India

Tel. : +91-0591-2360222, 2476801, E-mail : [university@tmu.ac.in](mailto:university@tmu.ac.in), Website : [www.tmu.ac.in](http://www.tmu.ac.in)

Accredited with NAAC A Grade

12-B Status from UGC

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and entered into at Teerthanker Mahaveer University, Moradabad on the 4<sup>th</sup> day of November, 2019

### BETWEEN

Teerthanker Mahaveer University, having its campus at NH 24, Delhi Road, Bagadpur, Moradabad, Uttar Pradesh-244001 (herein after referred to as "TMU"), acting through its Authorised Signatory Joint Registrar-Governance to enter into and execute the present agreement (which expression shall, unless repugnant to the meaning and context, mean and include its successors, executors and permitted assigns) of the One Part;

### AND

Wyn Technology Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at B-165, SF, Phase-1, Ashok Vihar, Delhi 110052 (hereinafter referred to as "WynTech"), acting through its Managing Director/Authorised Signatory Swaran Singh Jaggi to enter into and execute the present agreement (which expression shall, unless repugnant to the meaning and context, mean and include its successors, executors and permitted assigns) of the Other Part;

(TMU and WynTech shall hereinafter be collectively referred to as the "Parties" and individually as the "Party".)

### WHEREAS

- a) TMU is engaged in imparting education in various fields of education, research, extension programmes and allied activities.
- b) WynTech is a Geospatial Technology company engaged in the business of providing Geospatial manpower, education/training and allied activities.
- c) Both the Parties have agreed to collaborate for the purpose of conducting various Geospatial Paid training programs, workshops, guest lectures, project consultancy, developing startup ideas for students, capstone projects for students at TMU in civil engineering and allied disciplines and to enable students to have the relevant practical exposure and guidance/expert for their research and capstone projects.



- d) Both parties also agree to provide various Geospatial services to outside companies (Both Government and private) on commercial basis. Both parties may or would jointly also take up R&D related projects from state/center governments. For this the commercials between TMU and WynTech would be deciding on a case to case basis.

## **BOTH PARTIES ARE HEREBY AGREED AS FOLLOWS:**

### **1. Financials**

1.1. Almost all activities/work *training programme* would be measured in number of days spent on it. It has been mutually decided and agreed that TMU would pay WynTech @ Rs 5000/- per day for all activity/work conducted by it. Travelling, food and lodging allowances shall be borne by the TMU. It will include activities/work such as Training, Setting up Lab, Technical Support and other similar activities/work. The list of activities mentioned in point "2. Rights and obligations of the parties" would be measured in number of days spent on it by WynTech and that the rate @ Rs 5000/- per day would be applicable for all activities/work carried out by it.

1.2. If any travelling and staying of any WynTech personal at any remote location would be applicable/required on behalf of TMU, then in that case TMU would bear all expenses as per actual or provide/arrange for the required facilities.

1.3. If any instrument/equipment would be required for training purpose for any project work than TMU will arrange for that instrument/equipment. If TMU would require WynTech to arrange for that instruments/equipment then in that case TMU would pay its rental as per actual. For example, the estimated rental cost of "Total Station" equipment/instrument is approx. Rs. 3500/- per day (without operator) and for "DGPS" (One base and one rover) is approx Rs.8,000/- per day (without operator). As per its demand & supply, the actual rental cost of instruments/equipment may vary 10% to 20% from time to time and the same shall be borne by TMU. Since the per day rental cost of Drone and 3D Laser Scanner is high therefore its decision would be taken as and when it would be required.

1.4. As and when TMU and WynTech would mutually/jointly take up Projects, paid Training, Consultancy and other development projects from inhouse/outside i.e. from both Govt. and Private Corporate entities/offices/institutions, then in that case both parties i.e. TMU and WynTech would share the profits in a 50%-50% ratio. This profit would be shared equally after deducting the cost insured on the execution of the project.

### **2. Rights and obligations of the parties**

2.1. WynTech will setup a center of excellence (a Geospatial lab) with all required Open-Source software and training.



- 2.2. WynTech will provide Maintenance and Support to the faculty and students of TMU. Maintenance and Support will include providing quick solution to any problem faced by the user at any time and also provide three to five days faculty training.
- 2.3. WynTech will charge TMU on the basis of per day which is mentioned in "Financials".
- 2.4. WynTech will suggest topics of research and dissertations for students.
- 2.5. WynTech will suggest making a "Think Tank" which will include representatives of both the Parties, which will decide about the project consultancy, application development and corporate training programs.
- 2.6. The Think Tank will approach various private companies, government, semi government and autonomous setups for projects and consultancy jobs etc.

### **3. Mutual Rights and Obligations of both the Parties:**

- 3.1. Neither Party shall be empowered to make any financial or any other commitment on behalf of other Party or to enter into any commitments, contracts, agreements or arrangements that bind other Party in any manner whatsoever, except as mentioned in this MoU.
- 3.2. Both the Parties shall be responsible for payments of their own taxes, duties, levies, fees and other similar costs arising as a result of or in connection with the transaction contemplated by them under this MoU.
- 3.3. Each Party shall fulfill its obligations with honesty and integrity and shall not act in any manner detrimental to the interest and goodwill of other Party.

### **4. Tenure and Termination**

- 4.1. This MoU is valid for a period of **three (3) years** from the date of its signing by both the Parties and shall be renewed as per the mutual consent of both the parties.
- 4.2. Either Party may terminate this MoU by giving the other Party at least three (3) months prior notice in writing. However, the dissertation and capstone projects already finalised or initiated or ongoing will be completed and will not be subject to the termination of this MoU unless otherwise mutually agreed by both Parties.

### **5. Relationship between the parties and limits of authority**

- 5.1. It is understood that the arrangement between the Parties contemplated by this MoU shall be on a principal-to-principal basis. None of the provisions of this MoU will be deemed to constitute a joint venture, agency, a partnership or principal-agent relationship between the parties hereto. Neither Party by virtue of this MoU or any other communication made between the two parties shall have right, power or authority to act or create or transfer any obligation, express or implied, on behalf of or to the other party, as applicable.

5.2. Neither Party shall have any right or authority to bind the other Party by any contract or representation whatsoever or to assume any obligation of any third party on behalf of other party.

5.3. Neither Party shall be responsible nor shall have any authority to render the other Party responsible for any obligation raised directly or indirectly due to any of the acts/deeds performed or non-performed or any default by the other party or any of its members or its staff.

## **6. Representation & Warranties**

Each party hereby represents and warrants to the other party that it has requisite power and authority and legal right to execute and operate this MoU.

## **7. Confidentiality**

Except as may be otherwise stated in MoU, or as may be required by law, the Parties agree that they shall seek and receive the express prior consent of the other party before they disclose to public or to any third party, any confidential information provided to each other.

## **8. Non-Exclusivity**

Nothing in this MoU shall mean or shall be construed to mean that TMU is at any time precluded from having similar arrangements with any other person or third party.

## **9. Intellectual Property Rights**

This MoU does not grant the either Party any license or other rights to any trademarks, logos or other intellectual property of the other Party.

## **10. Notices**

All notices and communications hereunder shall be required to be given in writing in English by either of the Parties hereto upon the other, and shall be deemed to have been duly and effectually served if delivered by hand or addressed by Registered A.D./speed post/courier/fax/e-mail at the addresses as mentioned in this MoU and such service shall be deemed to have been effected in the case of delivery by hand, on the date on which it is so delivered, and in the case of delivery by fax or e-mail or Registered A.D./speed post/courier on the date of its receipt.



#### **11. Compliance of Applicable Laws**

Each Party shall be responsible at all times to comply with all the legislations, enactments, laws, bye laws, rules and regulations, orders, notifications, directions, conditions etc, for the time being in force, issued by the government whether central, state, local or municipal and other autonomous bodies, statutory & regulatory authorities, as and if applicable, with respect to their respective obligations set forth in the MoU.

#### **12. Force Majeure**

If Party's performance of any of its obligations hereunder is delayed, prevented, restricted or interfered by any circumstances beyond the control of that party including but not limited to acts of god, strikes, fire, accidents, flood, war, epidemics and Government directions, that party upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided that non-performing party shall use its reasonable efforts to avoid or remove such causes of non-performance and shall continue performance hereunder whenever such causes are removed.

#### **13. Disputes Resolution**

In the event of any controversy, dispute or difference arising out or in connection with or in relation to this MoU, the same shall be resolved amicably by the Parties hereto.

#### **14. Entire Understanding, Amendment, Assignment**

- 14.1. This MoU sets forth the entire and final understanding and agreement between the parties, and supersedes any and all oral or written agreements or understanding between the parties, as to the subject matter hereof. No amendments or modifications shall be effective unless in writing and signed by authorized representatives of both the parties. The waiver of a breach of any provision of this MoU will not operate or be interpreted as waiver of any other or subsequent breach. No right, duty or obligation under this MoU may be assigned, delegated, factored or subcontracted in any manner by either party without the other party's prior consent, except that TMU may assign its rights or delegate its duties to one or more direct or indirectly owned subsidiaries.
- 14.2. Variations: Provisions contained in this MOU can be amended or withdrawn, either retrospectively or prospectively, as and when deem appropriate, with the mutual consent of both the parties.
- 14.3. Unforeseen Issues: On unforeseen issues that are not covered by this MoU, both parties agree to meet, discuss matters and arrive at a consensus.

14.4. Severability: If any provision of this MoU becomes invalid, illegal or unenforceable in any way and to any extent by reason of any existing or future rule of law, statute, order, directive or regulation applicable thereto or any other reason, then the same shall to the extent of such invalidity, illegality or unenforceability be deemed to be deleted from this MoU which shall remain in full force and effect as regards all its other provisions. The provision so becoming invalid, illegal or unenforceable may be replaced with another provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision as deemed appropriate by both the parties.

**IN THE WITNESS HEREOF** the Parties hereto have caused this MoU to be duly signed and executed at TMU, Moradabad in English Language by their authorized officers or representatives on the date first above written.

Signed for and on behalf of  
**Teerthanker Mahaveer University**  
(TMU)

(Dr. Aditya Sharma)  
Jt. Registrar Governance

Date:  
WITNESS:

(Name & Address)

Signed for and on behalf of  
**Wyn Technology Pvt. Ltd.**  
For Wyn Technology Private Limited  
(WynTech)

(Mr. Swaran Singh Jaggi)  
Managing Director

Date: 04/11/2019  
WITNESS:

(Name & Address)