

**MEMORANDUM OF UNDERSTANDING**

This memorandum of undertaking (MOU) is entered on 15<sup>th</sup> January 2022 between Swami Keshvanand Institute of Technology, Management & Gramothan, Situated at Jagatpura, Jaipur, hence forth called SKIT, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First Part

And

**Genus Power and Infrastructure Ltd**, a Company incorporated under the Indian Companies Act, 1956 and having its Registered Office at Sitapura Industrial Area, Jalpur -302022, Rajasthan, India (herein referred as "Genus" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the Second part

Genus is in the business of design, manufacture, sales and service of products and systems for managing energy - including, but not limited to, electricity meters, gas meters, communication hubs and modems, measuring instruments, controls, smart home products, etc along with software and services that helps users save, reduce energy use and live in comfort. Genus has extensive knowledge and expertise in the creation and development of technical information, ideas, and concepts relating to software, hardware and business processes for the Electric, Gas and Water Utilities, Energy Metering, Energy Management, Home Controls industry including markets, competition, pricing, and implementation and designs for such systems including hardware, software and business processes.

SKIT is an Academic institute engaged in imparting technology education in the area of Computer & IT discipline, Electronics & Electrical discipline, Mechanical & Civil engineering discipline

Genus and SKIT are desirous of promoting industry-academia collaboration - In various fields which will be beneficial to both the Parties.

**Objectives of the MOU:**

To improve employability of the students and enhance the visibility of Genus amongst students of SKIT by implementing/engaging in various programs.

Genus and SKIT hereby agree to extend cooperation for furthering the Industry academia collaboration for mutual benefit.

1. Genus to provide industrial exposure to the selected engineering students of SKIT by way of last semester internship to the extent of feasibility and requirement.
2. Genus to nominate technical & professional skill experts to deliver guest lectures to the students / faculty on mutual agreement.
3. Genus to provide suggestions from industry perspective for design / modification of course curriculum to the extent of feasibility.
4. Genus to allow the access to designated staff and students of SKIT to visit the premises of its manufacturing plants on mutual agreement.
5. Genus may consider for endowment of its products or Instruments to SKIT for a real life learning platform.



6. Both parties in all 2 areas shall identify Joint development of Innovative, path breaking project for skill development & Commercial exploitation further enabling setting up of Techno incubation Centre.
7. SKIT to incorporate the mutually agreed suggestions for improvement of the quality of education imparted.
8. SKIT to extend logistics support and ensure maximum participation from expected audience during any planned session of Genus.
9. SKIT to consider Genus as a preferred employer.

#### REVIEW & MONITORING

1. Progress of the projects undertaken shall be reviewed on quarterly basis by the review team Supervisor nominated by GENUS, Director(Academics), Director(D&W), Advisor (T&P), Dean (R&D) with Dean (R&D) as member secy
2. -IPR of the technology thus developed shall remain with Techno incubation centre at SKIT shall be governed by SKIT & GENUS.
3. **TECHNO INCUBATION CENTRE**  
- Techno incubation centre at SKIT is already functional with 3 start ups working on smart grid and clean & green technologies.
4. -SKIT has further plans to apply for ATAL incubation centre to get Governments grants/approval where collaboration with GENUS shall play an important role.
5. -Technology thus developed shall be commercially exploited first by GENUS & right of refusal shall remain with them, otherwise technology shall be transferred to third parties on mutually agreed terms.
6. -However GENUS shall pay only royalty fees while other parties shall pay lump sum plus royalty which shall be shared both by GENUS/SKIT & development team members.

#### 1. Confidentiality / Secrecy

SKIT and its students, its employees and anyone acting under it for the purpose of this MOU shall maintain strict confidentiality of the information belonging to Genus that may have come into its / their possession or knowledge because of the collaboration activities under this MOU. Such information shall not be divested or disclosed to any other third party under any circumstances, whatsoever, without obtaining prior written approval from Genus.

"Confidential Information" in this MOU shall mean confidential information and proprietary information concerning Genus including and without limitation; trade secrets, secret information, technical processes, finances, software language codes, any research material, text, dealings and method of dealings with the clients or the customers and its employees together with similar information of confidential or proprietary nature relating to Genus's suppliers, employees, agents, distributors, and customers and relationships of special trust and confidence with the clients or customers and employees.

SKIT may be exposed to Genus or any of its associate company's Confidential Information. SKIT agrees that, during and after the term of this MOU, it shall use the Confidential Information solely for purposes of performing its obligations and/or exercising its rights under this MOU, and shall not disclose to any third party any Confidential Information without the prior written consent of Genus. SKIT may disclose the Confidential Information only to its personnel / employees, students as is reasonably necessary to allow SKIT to perform its obligations under this MOU and to obtain the benefits thereof, provided that



each such personnel / employee / student is under a written obligation of non-disclosure which protects the Confidential Information under terms substantially similar to those herein. SKIT will ensure full security of Genus's data and documents. All the actual data of Genus in form of documents and database (either soft and or hard copies) with SKIT will be discarded upon expiry or early termination of this MOU. SKIT shall not use the Confidential Information of Genus to procure a commercial advantage over Genus.

All obligations respecting the Confidential Information already provided hereunder shall survive any termination of this MOU.

## 2. Non-Exclusivity

The relationship of the parties under this MOU shall be nonexclusive and both Parties, including their affiliates, subsidiaries and divisions are free to pursue other collaborations of any kind.

## 3. Term & Termination

This MOU shall be effective from the date of signing and for a period of two years. This Agreement may be terminated by either Party upon fifteen (15) days prior written intimation.

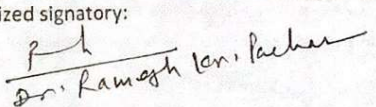
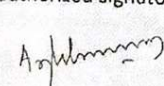
## 4. Costs and Expenses

Each Party hereto shall be responsible for its own respective costs, risk and expenses involved in this MOU.

## 5. Assignment

This MOU is not assignable or transferable by either Party without the written consent of the other Party.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS MEMORANDUM OF UNDERSTANDING ON THE DATE WRITTEN ABOVE:

<p>Signed, sealed and delivered through its authorized signatory:</p>  <p>PRINCIPAL</p> <p>SKIT Surami Keshvanand Institute of Technology Management and Commerce Ramnagar (Jagatpura), Jaipur-302017</p>	<p>Signed, sealed and delivered through its authorized signatory:</p>  <p>ARJYA KUMAR MISHRA</p> <p>Genus VP- HUMAN RESOURCES</p>
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