



MANIPAL UNIVERSITY
JAIPUR



MEMORANDUM OF UNDERSTANDING

between

Manipal University Jaipur

and

Harbinger TechAxes Pvt. Ltd., Jaipur

This memorandum of undertaking (MoU) is entered on 23 August 2018 between **Manipal University** an education institution existing under **THE MANIPAL UNIVERSITY, JAIPUR ACT, 2011, Act No. 21 of 2011** dated **12th September, 2011** and **is recognized by the UGC under section 2(F) of the UGC Act, 1956**, having its campus at **Dehmi Kalan, Off Jaipur-Ajmer Expressway, Jaipur-303007 Rajasthan** (hereinafter referred to as **"MUJ"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First Part

And

M/s Harbinger TechAxes Pvt. Ltd., a Company incorporated under the Indian Companies Act, 1956 and having its Registered Office at **C-106-D Neeti Marg, Bajaj Nagar, Jaipur-302015** (herein referred as **"TechAxes"** 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

The Manipal Education Group, with its heritage of excellence in higher education for over 60 years, launched Manipal University Jaipur (MUJ) in 2011. The university uses the latest and innovative methods and technology to impart education. The multidisciplinary university offers career-oriented courses at all levels, i.e., UG, PG and Doctoral and across diverse streams, including Engineering, Architecture, Planning, Fashion Design, Hospitality, Allied Health Sciences, Humanities, Commerce, Management, Communication, Basic Sciences, Fashion Design and Jewelry Management, etc.

TechAxes is a young and dynamic company aspiring to be a leading pure play world-class Enterprise Performance Management (EPM) and Business Analytics software vendor, providing companies with complete solution and services for their many analytical needs. It is a privately held company with presence in India as well as North America and are managed by a well-experienced team of technocrats and business executives.



TechAxes is focused on Integrated **Analytics, Enterprise Performance Measurement, Financial Systems & Databases, Risk Management, Financial Consolidation, Planning, Budgeting and Forecasting, Financial and Management Reporting and provide outsourced development, customization, deployment & support services for SAP, ANAPLAN and Microsoft EPM** platforms.

TechAxes and MUJ are desirous of promoting industry-academia collaboration - in various fields which will be beneficial to both the Parties.

1. **Objectives of the MoU:** This MoU is broadly directed at preparing students to understand the working environment in IT industry and enable them to apply their knowledge in solving real life problems through live projects. This would close the gap that exists between students learning and industry readiness of them. More Specifically, it aims to add further value through following features of the co-operation:
 - i. To provide in-campus training to students on ERP/Planning/RPA/Blockchain & other technologies
 - ii. To engage faculty and students for offsite/onsite projects in the above mentioned technologies
 - iii. To provide opportunities to students (all disciplines) to be on the role of TechAxes after graduation
 - iv. To create consultancy opportunity for the faculty and to jointly undertake technology projects
 - v. To nurture start-ups and entrepreneurship in various technologies

Based on the expertise of **TechAxes** and needs of **MUJ** faculty/students both hereby agree to extend cooperation for furthering the Industry academia collaboration for mutual benefit. The roles of each organization are highlighted below:

2. Role and Responsibilities of TechAxes:

- i. TechAxes to provide training in the areas of ERP/Planning/RPA/Blockchain and other technologies to the selected engineering students of MUJ by way of 7th/8th semester internship to the extent of feasibility and requirement.
- ii. TechAxes to nominate technical & professional skill experts to deliver guest lectures/trainings to the students / faculty on mutual agreement and as per their availability from time to time.
- iii. TechAxes to provide suggestions from industry perspective for design / modification of course curriculum to the extent of feasibility.
- iv. TechAxes to allow the access to designated staff and students of MUJ to visit the premises of its Office/facilities on mutual agreement.
- v. TechAxes may consider for endowment of its products or instruments to MUJ for a real life learning platform.
- vi. TechAxes may like to sponsor/support events/activities to be initiated by MUJ or its constituents in the relevant domain of knowledge/expertise of TechAxes.

3. Role and Responsibilities of MUJ

- I. MUJ to incorporate the mutually agreed suggestions for improvement of the quality of education imparted.
- II. MUJ to extend logistics support and ensure maximum participation from expected audience during any planned session of TechAxes.
- III. MUJ to assign a designated team of faculty members and students who will actively provide support for offsite/onsite projects in the above mentioned technologies.
- IV. MUJ to provide fifty seater lab and space with computers & all facilities to promote the mutually agreed consultancy and project work related to above mentioned technologies.
- V. MUJ to consider TechAxes as a preferred employer.

4. Confidentiality / Non-Solicitation

MUJ 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 TechAxes 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 TechAxes.

“Confidential Information” in this MoU shall mean confidential information and proprietary information concerning TechAxes 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 TechAxes suppliers, employees, agents, distributors, and customers and relationships of special trust and confidence with the clients or customers and employees.

MUJ may be exposed to TechAxes or any of its associate company's Confidential Information. MUJ 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 TechAxes. MUJ may disclose the Confidential Information only to its personnel / employees, students as is reasonably necessary to allow MUJ 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. MUJ will ensure full security of TechAxes data and documents. All the actual data of TechAxes in form of documents and database (either soft and or hard copies) with MUJ will be discarded upon expiry or early termination of this MoU. MUJ shall not use the Confidential Information of TechAxes to procure a commercial advantage over TechAxes.

“Non-Solicitation” MUJ also agrees that it will not in any way, directly or indirectly (i) induce or attempt to induce any employee of TechAxes to quit employment with TechAxes; (ii) otherwise interfere with or disrupt TechAxes relationship with its employees; (iii) solicit, entice, or hire away any employee of TechAxes; or (iv) hire or engage any employee of TechAxes.

All obligations respecting the Confidential Information & Non-Solicitation already provided hereunder shall survive any termination of this MoU.

Similarly, TechAxes, while working together with students and faculty of MUJ may acquire various data and knowledge about MUJ. Such data and information shall not be shared by TechAxes or its employees with any third party or other competitive entities of MUJ so as not to impact MUJ’s core values and business.

4. Intellectual Property Rights

During this MoU, If any activity leads to generation of IPR through joint working of the MUJ and TechAxes teams, the same shall be said to belong to both parties in equal share. Neither of them shall have any right to share the IPR with third party without explicit permission from the other.

5. 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.

6. Term & Termination

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

7. Costs and Expenses

Each Party hereto shall be responsible for its own respective costs, risks, and expenses involved in this MoU. Any activity that involves financial commitments or resource sharing from one or other party shall entail an addendum to the MoU for conducting that activity along with financials involved.

8. Assignment







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



9. Dispute Resolution and Jurisdiction

In case any dispute arises due to terms and conditions of this MoU or interpretation thereof, the same shall be amicably settled between both the parties. In case the dispute does not resolve through amicable settlement then the same shall be referred to a sole arbitrator appointed by both the parties. The arbitration proceedings shall be conducted in English and the venue of arbitration shall be at Jaipur, Rajasthan. Provisions of The Arbitration and Conciliation Act 1996 or any statutory modifications thereof, shall be applicable over the arbitration proceedings. Courts Situated at Jaipur, Rajasthan shall have exclusive jurisdiction over the legal matters.

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

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| <p>Signed, sealed and delivered through its authorized signatory: Harbinger TechAxes Pvt. Ltd., Jaipur</p> <p></p> <p>Mr Gajendra S. Shrotriya Director</p> <p>Date : 23. Aug. 18</p> | <p>Signed, sealed and delivered through its authorized signatory: Manipal University Jaipur</p> <p></p> <p>Dr Vandana Suhag Registrar</p> <p>Date : 23. Aug. 18</p>  |
| | <p></p> <p>Dr Rajveer Singh Shekhawat Director School of Computing and IT</p> |
| <p>Nodal Officer (TechAxes): To drive the program at TechAxes:</p> <p></p> <p>Mr Sanjay Harpawat Managing Director</p> | <p>Nodal Officer (MUJ): To drive the program at MUJ</p> <p></p> <p>Mr Yashpal Soni Associate Professor School of Computing and IT</p> |