



# Indian-Non Judicial Stamp Haryana Government



Date : 06/09/2023

Certificate No. Q0F2023I295

Stamp Duty Paid : ₹ 101  
(Rs. Only)

GRN No. 106808590



Penalty : ₹ 0

(Rs. Zero Only)

## Seller / First Party Detail

Name: Haier smart solution private Limited

H.No/Floor : X

Sector/Ward : X

LandMark : X

City/Village : X

District : Panipat

State : Haryana

Phone : 85\*\*\*\*\*21



## Buyer / Second Party Detail

Name : Shree guru gobind singh Tricentenary university

H.No/Floor : X

Sector/Ward : X

LandMark : X

City/Village : X

District : Gurugram

State : Haryana

Phone : 85\*\*\*\*\*21

Purpose : Agreement

The authenticity of this document can be verified by scanning this QRCode Through smart phone or on the website <https://egrashry.nic.in>

## Memorandum of Understanding

THIS Memorandum of Understanding is executed at Gurugram (hereafter the "MOU") on this day 07-09-2023 of between ;

**Haier Smart Solution Private Limited**, a Company incorporated under the Companies Act, 2013, having its Registered Office at Building No. 1, Okhla Industrial Estate, Phase III, New Delhi-110 020, hereinafter referred to as the "Company", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and administrators) of the First Part;

AND

**Shree Guru Gobind Singh Tricentenary University**, established under Haryana Private Universities Act, 2006, situated at Budhera, Gurgaon- Badli Road, Gurgaon – 122505 instituted under Dashmesh Educational Charitable trust represented by its Registrar Dr. Joginder Yadav, hereinafter referred to as "University", which expression



shall, unless repugnant to the meaning or context thereof, be deemed to include its/their successors, heirs and administrators), of the Second Part;

Each of University and the Company, are sometimes referred to in this MOU individually as a "Party" and together as the "Parties").

Singular used in the MOU shall include the plural

**Definitions:**

1. **User(s)** in this MoU shall mean and include any person who are residing within the Hostel premises, who are authorized by University authorities and are permitted to avail the services under this MoU.
2. **Laundry Premises:** University shall be responsible to provide the adequate space as mentioned in Annexure-III for the purpose of Smart Laundry to the Company without any charges which shall have 24 hours running water and electricity connection and availability for the specified period of contract (hereinafter referred to as Laundry Premises). University premises wherever used in the agreement shall mean and include the specified area of campus/hostel of the University where Laundry premises is situated.
3. **Smart Laundry:** A unique concept of In-Campus Hostel Laundromat wherein Company shall provide free of cost IOT based Washing Machines which will be operated by on site users (hostel resident students & staff members) through Company own developed Smartphone application or User card provided by Company.
4. **Laundry Services:** Laundry Services shall mean any kind of services provided in regard to washing clothes, drying or any other services provided to deliver clean clothes including but not limited to Smart Laundry.
5. **Product:** Product are defined in Annexure-1 provided by Company free of Cost.

**WHEREAS:**

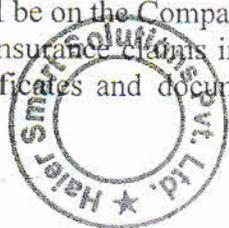
- A. Company wishes to provide the IOT Washing machine to the University as mentioned in Annexure-1 for cleaning linen of users as it may permit and has agreed to use the said Washing Machines for the purpose of users in accordance with the instructions of the company and terms contained in this MOU.
- B. The Company is engaged in the business of manufacturing and marketing of a wide range of Electronics items interalia including refrigerators, Televisions, Air conditioners, Washing Machine, Water heater and other allied items and accessories under the brand name "Haier".

**NOW THEREFORE** in consideration of the mutual promises and undertakings and intending to be legally bound by the terms of this MOU, including the Recitals which form an integral part of this MOU the Parties hereto agree as follows.



## RESPONSIBILITIES OF PARTIES:

1. **Supply Products on Consignment Basis:** The Company has agreed to supply the products as mentioned in Annexure- 1 along with the specifications on consignment basis to be returned to the company as and when being required. University accepts and agrees to inform company in regard to repairing/maintaining the product and company shall ensure that the Product(s) remain in working conditions at all times. At the time of return of Product(s), University shall return the Product(s) to the Company without any delay or demur. University hereby confirms, that the Product(s), is/are owned by the Company and shall always be the property of the Company. University has only been given a non-exclusive license to use.
2. **Products Placement:** Products placed in the said Laundry premises or in designated area shall be in accordance with the requirements of the company. The designs, colors and material to be used on Laundry premises shall be specifically as per approval of the company.
3. **Exclusive Right:** - The University agrees that it will not authorize any other company and /person to carry out any kind of laundry services in University premises. University also agrees that laundry service shall not be provided on their own. Any breach of this term shall be treated as material breach and company shall apart from its rights to claim damages have the right to terminate the MOU forthwith without any notice whatsoever. In any case of such breach the company shall have the right to claim business losses and liquidated damages also.
4. **Washing Chemicals/Detergents:** Users shall be responsible for procurement & usage of all the detergents/washing chemicals of the specification as per instructions manual for the washing machine
5. **Cleanliness:** University Shall ensure that their cleaners and sweepers should keep the laundry clean and in a sanitary condition to the satisfaction of the users.
6. **Safety and Security:** University agrees to keep the Products in safe custody and take all reasonable skill, care and diligence in handling the Products as it would employ while using its own Product. In order to prevent any loss in value or usability of the Product arising from usage of product except normal wear and tear or otherwise. The general safety & fire safety of the premises shall be the sole responsibility of the University. University shall be responsible for any loss or damage caused due to unauthorized/improper use or any physical loss due to any reasons whatsoever to any type of inventory including but not limited to IOT washing machine that may be kept in the Laundry premises. University agrees that any thefts and pilferage of the Products, if any, from the Premises shall be the sole and absolute responsibility of the University.
7. **Electricity and Water Supply:** Electricity and water supply shall be provided by the University for Operation of washing machines, general lighting & ventilation in the premises. The company shall reimburse the cost of electricity consumed and supply infrastructure used on monthly basis. This reimbursement shall be at flat rate of Rs 13/- per unit consumed based on actual reading in sub-meter installed on the premises. The water shall be supplied free of cost, however company needs to ensure that water resources are not misused/wasted.
8. **Insurance:** University shall be responsible for comprehensive insurance of the said Laundry Premises and the Company will not be responsible for any insurance and/or claims in this regard, responsibility of the Washing Machines kept inside the Laundry Premises shall be on the Company. University shall be responsible to extend all the help to settle the insurance claims in case of loss /damage by providing the Company the required certificates and documents within the timeline prescribed by the insurance



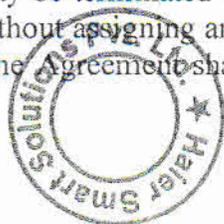
**Registrar**

**SGT University**

**Budhera, Gurugram**

company from the date of the event. In any case of delay or default the University shall be liable to compensate the company for losses incurred by the company due to any act / omission of University.

9. **Inspection:** - University assures and covenants with the Company that it shall permit the Company, its authorized representatives, officers, designees, auditors, during working hours with prior notice to University to enter and inspect the Laundry Premises to ascertain as to whether the University is complying with terms and conditions as stipulated herein.
10. **Consideration:** User of the machine shall pay the charges to the company on prepaid basis as per Annexure-2. The said charges shall be given through Smartphone based Application basis and if Application does not work due to any issues including but not limited to network issues then charges shall be paid through User Card.
11. **Co-Branding Activity:** - Subject to the terms and conditions of MOU, Company may carry out any marketing activities as may be decided from time to time with prior notice to University at no additional cost. The University should assist the company to do the product trials and facilities debugging. University shall ensure that all the permissions, licenses, approvals for all the Universities, local authorities in respect of putting the signage's are in place.
12. **Training to use Machine:** Company hereby agrees to provide Instruction Manual and marketing materials such as Booklets, leaflets etc. Company Agrees to educate the user of IOT Washing Machine for how to use Washing Machine.
13. **Compliance of Laws:** University shall be liable for compliance of all the applicable Laws and regulations as may be applicable on the operating the Smart Laundry. Company shall not in any case be called upon to bear any liability caused due to non-compliance of any laws by the University. University shall keep company indemnified from all losses, costs, damages etc. incurred by the company due to any non-compliance by the University of any of the applicable laws.
14. **"Intellectual Property"** shall mean and include all copyrights, trademarks, designs, patents, patent applications, trade secrets, the Business Format, Merchandise and design or other intellectual property rights of Parties or its affiliates, group companies or associates including in or upon or in relation to the name "Haier" and /or such other names or phrases that may be used by Company, from time to time, and to be made available at any time, and from time to time to the University, whether pursuant hereto or otherwise; University shall not use or exploit any patent, or other industrial or intellectual property right that might be made available to University hereunder.
15. **Term and Termination:** This MOU shall be valid for 03 years from 10<sup>th</sup> September 2023 to 09<sup>th</sup> September 2026 unless terminated earlier by either party in accordance with the provisions of this agreement and can be renewed for such further terms as may be decide by the parties with mutual consent.  
This MOU shall be subject to the review by the company every 6 months succeeding the date of execution /last review to decide further in regard to expansion, redesigning or immediate termination on mutual consent basis.  
This MOU may be terminated by the company forthwith in case of any breach of, any of the terms of this agreement by University or in case any representation or warranty made or repeated or deemed to be made or repeated by University in this or pursuant to this Agreement is found in the opinion of the Company to be misleading or untrue.  
This MOU may be terminated by either party after giving three months' notice to the other party without assigning any reasons therefore. The Parties agree that termination or expiry of the Agreement shall not affect any accrued rights or liabilities of either party.

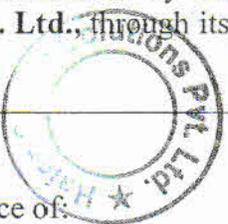


- 16. Procedure upon expiry or sooner termination:** Upon termination of this Agreement the University shall, (a) immediately cease to Use the Company's Product and shall return to Company all Products (as mentioned in Annexure- 1) in its possession ; (b) immediately cease and desist from using the trademark/brand name "Haier" or any related marks of Company and shall return all/any materials related to the brand name/trademark to Company;
- 17. Indemnity:** Both Parties hereby agrees to indemnify and shall keep indemnified the other party and the employees, managers, directors, officers and representatives of the other party from and against any and all claims, disputes, liabilities, losses, costs, penalties whatsoever incurred as a result of: Breach of any or all obligations and/or term/s by other party; or Any negligence or misconduct of other party, its Students, sub-contractors, agents and/or other representatives; or Misuse of the intellectual property rights of other party or Any loss, damage, suffered or incurred by either party due to any willful act of other party or Loss, damage or liability arising as a result of any act of omission or commission on other party's part or on part of other party's Students or agencies or in respect of non-observance of any statutory requirement or legal dues of any nature.
- 18. Warranties :** Company expressly warrants that the products provided under the agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.
- 19. Services :** The Company shall provide periodic maintenance to the product supplied including washing machines to ensure washer and dryer units are fully operational at all times. The Company shall have full responsibility to maintain, repair, and replace, whenever required, washer and/or dryer units. The Company shall replace any unit of equipment failure if equipment cannot be repaired to operational status.
- 20. Notice:** Any notice or other communication hereunder shall be in writing, shall be sent via registered mail, and shall be deemed given when deposited, postage prepaid, in the mail, to the addresses of the Parties as stated above or to such address as either of the Parties shall advise the other in writing.
- 21. Modification and Waiver:** Any or all modification or waiver of this MOU shall only be effective when same is executed in writing by both Parties hereto.
- 22. Severability:** If any provision of this MOU or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 23. Relationship of Parties:** The Parties are acting herein as independent contractors and nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between any of the Parties and neither Party shall have the authority to bind the other Party in any respect.
- 24. Limitation of Liability:** Under no circumstances shall the Company be liable for any special, indirect or consequential damages, including, but not limited to, loss of profit, loss of use, loss of revenues or damages to business or reputation of the University or any third party, arising from the performance or non-performance of any aspect of this MOU.
- 25. Confidentiality:** The Parties agrees that the terms of this MOU and all other information concerning the Business of the Company will be kept confidential and will not be disclosed in any manner whatsoever, in whole or in part, by University or its agents, students or representatives.



26. **User Data privacy :-** The Parties herein agree that the user's data will be protected in terms of the significance of the user's decision in regard to User Data Privacy terms and conditions as mentioned there in the User Data Privacy Manual available in the app.
27. **Arbitration:** If any dispute of difference of any kind whatsoever shall arise between the parties in connection with the present MOU, parties shall promptly refer the dispute of difference to arbitration and arbitrator shall be appointed by Company in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be in New Delhi. The award of the Arbitrators shall be final and binding on both the parties.
28. **Governing Law:** This MOU shall be construed, interpreted and applied in accordance with, and shall be governed by, the laws applicable in India. The courts at New Delhi shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this MOU.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MOU AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

<p>Signed and Delivered by <del>Haier Smart Solution Pvt. Ltd.</del>, through its Authorized Signatory,</p>  <p>In the Presence of:</p> <p>1. _____</p>	<p>Signed and Delivered by <b>Shree Guru Gobind Singh Tricentenary University</b> Through it's Authorized Signatory</p> <p>In the Presence of :</p>  <p>1. _____</p>
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**Registrar**  
SGT University  
Budhera, Gurugram

**Annexure- 1**  
**The IOT machines details are as follows:**

Company IOT Washing Machines Details			
No	Type	Model	Total Qty
1	8 Kg Washer	HW80-IM10636IOT	19
Total			19

### Annexure- 2

1. Charges Standard to users as follows:

Company IOT Washing Machine Charge Standards					
S#	8Kg Washer		HW80-IM10636IOT		Charges
	Wash Program		Timings		
1	Normal		40 Mins		Rs. 39
2	Quick		25 Mins		Rs. 26
3	Spin		10 Mins		Rs. 13

### ANNEXURE-III

#### Laundry Premise

Laundry premises shall mean the area admeasuring i.e. University Hostel situated at SGT University given by University for the purpose of Smart Laundry.



A handwritten signature in blue ink, appearing to be "S. D. Sharma".

**Registrar**  
**SGT University**  
**Budhera, Gurugram**