

Memorandum of Understanding
Between



Malaviya National Institute of Technology Jaipur, Rajasthan

Jawahar Lal Nehru Marg, Jhalana Gram, Malviya Nagar, Jaipur, Rajasthan 302017

and



THE RAJASTHAN SOLAR ASSOCIATION

542, Mahima Trinity Mall, Swej Farm New Saganer Road, Jaipur-302019

Research Collaboration Agreement

This **Research Collaboration Agreement** ("RCA") is made as of the 22nd day of July 2025.

BY AND BETWEEN

Malaviya National Institute of Technology Jaipur, a statutory body constituted as an Institute of National Importance through an Act of Parliament, Ministry of Education, Government of India, functioning at its premises at Jawahar Lal Nehru Marg, Jhalana Gram, Malaviya Nagar, Jaipur, Rajasthan represented by the Director, MNIT JAIPUR (hereinafter referred to as 'MNIT Jaipur') which expression shall where the context so admits includes its successors in interest and permitted assigns as First Party.

AND

THE RAJASTHAN SOLAR ASSOCIATION (RSA) set up under the Rajasthan Non-Trading Companies Act 1960 for the Promotion of the Solar Power Industry. RSA members include top international & national companies comprising project developers, EPC companies, module manufacturers, equipment manufacturers, Micro, Small & Medium Enterprises (MSME), and its service providers. Since its inception, RSA has played a key role in shaping and encouraging solar policies, suitable regulatory framework, facilitating industry-academia interface, generating awareness of contemporary industry issues, and promoting research. RSA works very closely with national solar federations, international solar associations, multilateral agencies, and other industry organizations to contribute to the Pan-India issues of the solar sector. RSA is committed to promoting Solar Energy by advancing Solar Friendly Policymaking and spreading awareness. One of the main near- term goals of the association is to mobilize investors to meet the target of 30000 MW, set by the Government of Rajasthan as a part of the National Target of 100 GW.

"MNIT JAIPUR" and "THE RAJASTHAN SOLAR ASSOCIATION (RSA)" will individually be referred to as a 'Party' and collectively as 'Parties'.

RECITALS:

WHEREAS:

1. THE RAJASTHAN SOLAR ASSOCIATION (RSA) provides training at various levels, in different aspects of human habitat and environment.
2. THE RAJASTHAN SOLAR ASSOCIATION (RSA) is interested to collaborate with MNIT JAIPUR for pursuing a Research & Development Project (R&D) in the area of Research and Collaboration.
3. MNIT JAIPUR is a premier academic and research institute established by the Government of India and has the expertise and facilities to carry out R&D studies in the said area.

In consideration of the above recitals and the mutual benefits to derive hereafter, the Parties agreed to enter into an agreement as follows:

1. Scope & Objective for RSA & MNIT Jaipur

- a) **Pioneering Renewable Innovation:** To jointly drive cutting-edge research and development in solar and green hydrogen technologies, positioning Rajasthan as a global hub for renewable innovation.

- b) **Integrated Knowledge Exchange:** To facilitate a dynamic exchange of faculty, researchers, and students, fostering cross-disciplinary learning and hands-on exposure to industry-relevant advancements.
- c) **Joint Centers of Excellence:** To establish collaborative labs and centers of excellence focused on solar energy, green jobs, and sustainable technologies, promoting real-world problem-solving and entrepreneurship.
- d) **Co-Creation of Skill Development Programs:** To design and implement advanced training modules, certifications, and capacity-building programs aligned with national and global skill demands in the renewable energy sector.
- e) **Global Outreach Through Shared Platforms:** To co-host national and international conferences, policy dialogues, and academic forums, amplifying the impact of research and advocacy on sustainable energy transitions.
- f) **Mentorship & Innovation Incubation:** To support joint mentorship of PG and PhD scholars, while incubating student-led startups and innovations through shared infrastructure and expert guidance.

2. Obligations & Responsibility of the Parties

Both institutions **MNIT Jaipur** and **THE RAJASTHAN SOLAR ASSOCIATION (RSA)** will support each other's endeavors in academic programmes and research activities as per **Scope and Objective** of this RCA.

3. Ownership of Intellectual Property

3.1. Terms used herein within initial capital letters shall have the respective meanings set forth below. The definitions of terms herein shall apply equally to this RCA and any amendment or Annexures added later on.

- a) **“Intellectual Property”** or **“IP”** shall mean all ideas, inventions (whether patentable or not), trademarks, design, trade secrets, formulas, processes, schematics and other technical reports, specifications, databases, transferable copyright, tangible embodiments thereof, including without limitation inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, show-how, techniques, algorithms, databases, computer software and code (including software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application programming interfaces, protocols, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), mask works, formulae, techniques, composition, supplier and customer lists, trade secrets, graphics or images, text, audio or visual works, designs, design processes, any documentation of research, results, testing, schematics, diagrams, product specifications and works of authorship.
- b) **“Intellectual Property Rights”** shall mean any and all rights in and to the Intellectual Property listed.
- c) **“Background IP”** shall mean any Intellectual Property exclusively owned by each Party and

which is created prior to this RCA.

d) **“Foreground IP”** shall mean any and all Intellectual Property, either completed or developed in part, developed by either Party (alone or jointly with the THE RAJASTHAN SOLAR ASSOCIATION (RSA)) during the Project and under the terms of this RCA. For the avoidance of doubt, Foreground IP shall not include Intellectual Property that is developed by either Party outside of the Project and is not related either to the Project or this RCA.

3.2. The Parties recognize and acknowledge that the ownership of the background IP belonging to each Party prior to this RCA will exclusively belong to that respective Party.

3.3. Any IP developed solely by a Party under the project (“**Sole Foreground IP**”) shall be the sole property of that respective Party.

3.4. Any Intellectual Property (IP) generated as a result of the joint efforts of the Parties under the project (“Joint Foreground IP”) shall be the joint property of MNIT JAIPUR and THE RAJASTHAN SOLAR ASSOCIATION (RSA). In case such IP is patentable, the Parties shall jointly file the patent applications in the name of both MNIT JAIPUR and RSA. The cost of filing IP in India shall be equally shared by both Parties. The decision regarding international IP filings shall be taken jointly by both Parties, based on mutual agreement. If RSA opts to file internationally, it shall take the lead and initially bear the costs, with both Parties having the option to share the cost and benefits as per a mutually agreed arrangement. In case RSA decides not to pursue or maintain foreign filings, MNIT JAIPUR may take over such filings and associated responsibilities at its discretion, and shall have the right to license such IP independently, while sharing the revenue with RSA in a proportion to be mutually agreed.

3.5. The costs related to filing, renewal, maintenance, and prosecution of Joint Foreground IP within India shall be borne equally by both Parties, unless one Party is granted exclusive licensing rights. In such a case, the exclusive licensee shall bear the full cost during the term of exclusivity. For international filings, costs shall be discussed and agreed upon jointly. If RSA proceeds independently, RSA shall bear the costs unless otherwise mutually decided.

3.6. If the Joint Foreground IP is not put to effective commercial use by either Party within two (2) years of entering into a license agreement, the other Party shall have the right to seek commercialization through third parties. Any such commercialization shall be done on terms that ensure equitable revenue sharing between MNIT JAIPUR and RSA.

3.7. The Parties shall decide mutually and in good faith on filing patent applications for Joint Foreground IP. If a consensus is not reached within three (3) months of the date of intimation regarding the creation of such IP, either Party may proceed with filing in the joint names of MNIT JAIPUR and RSA. The initiating Party shall have the right to recover proportionate costs related to patent filing, renewal, and maintenance from the other Party..

4. Confidentiality Obligation

Each Party shall keep confidential and not use for any purpose not contemplated hereunder all proprietary information disclosed by the other Party, directly or indirectly. Any discoveries, inventions or know-how resulting from the project shall be kept confidentially for a period of three (3) years from the date of termination of this RCA, except as authorized in writing by other Party or provided herein.

5. Publication

- 5.1. THE RAJASTHAN SOLAR ASSOCIATION (RSA) recognizes that under its policy, the MNIT JAIPUR shall have the right, at its discretion to release information or to publish any material resulting from the research, provided that such material does not include any THE RAJASTHAN SOLAR ASSOCIATION (RSA) Confidential Information and that such publication would not disclose or otherwise jeopardize any potential patent rights, in technology developed hereunder.
- 5.2. MNIT JAIPUR shall furnish THE RAJASTHAN SOLAR ASSOCIATION (RSA) with a copy of any proposed publication, including any student thesis or dissertation to be made public, that includes information developed under this RCA. Within fifteen (15) days of receipt, THE RAJASTHAN SOLAR ASSOCIATION (RSA) shall notify the MNIT JAIPUR in writing if such proposed publication includes THE RAJASTHAN SOLAR ASSOCIATION (RSA) Confidential Information or is related to any potential patent rights. If no communication is received within such time, it shall be deemed as approved for publication. THE RAJASTHAN SOLAR ASSOCIATION (RSA) may request the MNIT JAIPUR to delay publishing such proposed publication for a maximum of twenty-one (21) days from its receipt of the proposed publication in order to protect the potential patentability of any invention described therein.
- 5.3. THE RAJASTHAN SOLAR ASSOCIATION (RSA) will be given full credit and acknowledgment for any support provided to the MNIT JAIPUR in any publication resulting from this RCA, unless requested otherwise by THE RAJASTHAN SOLAR ASSOCIATION (RSA).

6. Duration of RCA and Termination

- 6.1. This RCA shall commence on the Effective Date mentioned on the first page of the RCA and shall run for the project period of **3 Years**.
- 6.2. This RCA may be terminated if both Parties agree for premature termination. However, the confidentiality obligations, provisions of IP rights, dispute resolution shall survive the term and termination of this agreement.
- 6.3. THE RAJASTHAN SOLAR ASSOCIATION (RSA) can terminate all or any part of this RCA at any time and for any reason by giving written notice to MNIT JAIPUR, such termination to be effective thirty (30) days after the date of such notice.
- 6.4. MNIT JAIPUR may terminate all or any part of this RCA at any time and for any reason by giving written notice to THE RAJASTHAN SOLAR ASSOCIATION (RSA), such termination to be effective thirty (30) days after the date of such notice.

7. Miscellaneous Provisions:

- 7.1. **Notices:** Notices or other communications required to be given in implementing the RCA shall be in writing and may be delivered personally or sent by registered mail. The dates on which notices shall be deemed to have been effectively given shall be determined as effective date on

the delivery.

7.2. Force Majeure: Any delay or failure in performance by either Party to this agreement, shall not constitute default hereunder to give rise to any claims for damages against said Party, if any, to the extent caused by matters beyond the control of said Party including but not limited to acts of God, Fire, Flood, Earth Quake, Pandemics, Epidemics, Government Restrictions, Strikes, Lock outs or other concerted acts of workmen, explosions, blockages, embargoes, riots, war (declared or undeclared), rebellion, sabotage, extraordinary severe weather, civil commotion and criminal acts of third persons. If the work is delayed by such force majeure, then upon the happening of such delay, either Party within 14 days of the happening of such event, shall give notice in writing to the other Party requesting for extension of time indicating the period for which extension is desired and the Parties may arrive at a reasonable extension of time.

7.3. Name, Logo Trademark: The parties shall not use the name or trademark of the other party to this Agreement without their prior written consent.

7.4. Assignment: This Agreement shall not be assignable by either party without the express written consent of the other party.

7.5. Entire Agreement: Each party accepts the terms and conditions set out in this Agreement as above by signing below. This constitutes the entire agreement that supersedes all previous proposals, oral or written, and all other communication or understanding between the parties relating to the subject matter of this Agreement. Any modification or amendment is valid only if it is agreed in writing by both the Parties.

7.6. Governing laws and Dispute Resolution: This RCA will be governed by laws of India and local laws of Rajasthan. The disputes between the parties arising out of this RCA shall be resolved amicably, failing which both the parties are free to approach appropriate court of law and civil jurisdiction situated at Jaipur. The parties agree to submit to the laws of India and exclusive jurisdiction of the courts at Jaipur, India.

7.7. Disclaimer:

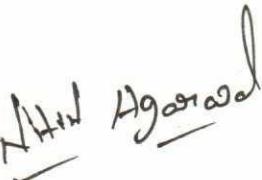
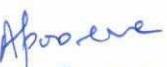
In case of Consultancy neither THE RAJASTHAN SOLAR ASSOCIATION (RSA) itself nor its employees shall disclose the same to any third party without the written consent of MNIT JAIPUR. MNIT JAIPUR never claims that its report is the only findings to be relied upon. Decisions taken based on the report shall always be construed as decisions of THE RAJASTHAN SOLAR ASSOCIATION (RSA) and MNIT JAIPUR shall not be held responsible or liable in any manner whatsoever.

In case of structural design or any other design vetting, scope of MNIT JAIPUR is limited to confirmation of proposed design or minor improvements. The suggestions given by the MNIT JAIPUR are based on information provided by THE RAJASTHAN SOLAR ASSOCIATION (RSA). It is THE RAJASTHAN SOLAR ASSOCIATION (RSA) responsibility to get correct soil test report. The execution and consequence of construction is always out of the scope of MNIT JAIPUR and MNIT JAIPUR shall not be held responsible or liable in any manner whatsoever.

In case of certification, scope of MNIT JAIPUR is limited to confirmation of submitted report and MNIT JAIPUR shall not be held responsible or liable in any manner whatsoever.

7.8. Indemnity: Neither Party shall give derogatory/defamatory statement against the other Party in public. On happening of such event, the responsible Party will indemnify the other Party against all direct, indirect and consequential losses.

In Witness thereof the **Parties** have executed the RCA on Effective Date as mentioned in first page.

Malaviya National Institute of Technology Jaipur (MNIT Jaipur) Signature:  Name: Prof. Lava Bhargava Title: Dean of Research & Consultancy	THE RAJASTHAN SOLAR ASSOCIATION (RSA) Signature:  Name: Mr. Nitin Agarwal Title: Chief Executive Officer
Witness  1. Signature: Name: DR. RAJEEV AGARWAL Title: ASSOCIATE PROFESSOR MCA, BNGC, DBPT. 2. Signature:  Name: RAVI RADHAKISHAN LAKHANI Title: ASSISTANT REGISTRAR (ACCOUNTS)	Witness  1. Signature: Name: MANOJ KUMAR GUPTA Title: SR. VICE PRESIDENT (RSA) 2. Signature:  Name: APOORVA PATNI Title: DIRECTOR, INDIAN TRANSFORMER & ELECTRICAL, JAIPUR