



Memorandum of Understanding

FOR CONSULTANCY SERVICE OF



Submitted by

ABES Engineering College,

A unit of Society for Educational Excellence,
A society duly established under the laws of India,
Having its registered office at 80, Navyug Market, Ghaziabad 201003



Table of Contents

Objective.....	3
1. INTRODUCTION.....	3
2. SCOPE OF WORK.....	3
3. ACTIVITIES AND OBLIGATIONS OF HAPPYPOT.....	3
4. ACTIVITIES AND OBLIGATIONS OF DATARITZ	4
5. FINANCIAL AND OTHER ARRANGEMENTS	4
6. ASSIGNMENT.....	4
7. TERM / DURATION.....	4
8. TERMINATION	4
9. NOTICES.....	4
10. INTELLECTUAL PROPERTY AND COMMERCIAL RIGHTS.....	4
11. CONFIDENTIALITY	5
12. ARBITRATION, APPLICABLE LAW AND JURISDICTION	5
13. GENERAL.....	5
14. FORCE MAJEURE.....	6
15. MAINTENANCE & SUPPORT SLA	6
16. CALL PRIORITY	6



MoU for Consultancy Service

For

Web based Portal with Ecommerce Module

Between

----- **Happypot Garden Private Limited** -----

&

**DataRitz Technologies – An IT consulting initiative of ABES Engineering College,
Ghaziabad (ABESEC)**

Objective

The objective of this MoU is to express the willingness of both parties to engage in an effort to develop & deploy the Web based Portal with Ecommerce Module for **Happypot Garden Private Limited** hereafter referred as **Happypot** by **DataRitz Technologies – An IT consulting initiative of ABES Engineering College, Ghaziabad (ABESEC)** hereafter referred as **DATARITZ**.

1. INTRODUCTION

DataRitz will work for Happypot to carry out Consultancy Projects in the agreed areas for developing Web based Portal with Ecommerce Module stated in **Annexure 1 High level Agreement** (attached) with specific objectives, terms & conditions to be jointly agreed under the High Level Agreement.

2. SCOPE OF WORK

The parties agree to work on the required products/solutions as mentioned below on a project basis:

1. Web based Portal with Ecommerce Module

This consultancy project is undertaken by DataRitz as an initiative of DATARITZ an academic institute to support the startup incubated by DATARITZ Startup Lab and the DataRitz has extended the challenge to institute in the spirit of supporting academic institutes come forward and participate in industrial challenges.

3. ACTIVITIES AND OBLIGATIONS OF DATARITZ

- 3.1. HAPPYPOT shall be responsible for required support for the Project, as identified in each Project. HAPPYPOT may depute appropriate HAPPYPOT personnel to participate in the Project, as per mutual agreement.
- 3.2. HAPPYPOT will provide know-how (domain-expertise) in the web portal & ecommerce arena, as-and-when may be deemed necessary for the Project.



- 3.3. HAPPYPOT shall take reasonable steps to prevent DATARITZ know-how, which are meant only for the purpose of conducting the Project, from unauthorized usage or falling into unauthorized hands.

4. ACTIVITIES AND OBLIGATIONS OF DATARITZ

- 4.1. DATARITZ shall strive to complete the activities in the said items/areas and deliver the Products to HAPPYPOT as per the Project objectives and schedules as agreed upon.
- 4.2. DATARITZ shall take reasonable steps to prevent HAPPYPOT know-how, which are meant only for the purpose of conducting the Project, from unauthorized usage or falling into unauthorized hands.
- 4.3. DATARITZ shall deploy and deliver the Project under Perpetual License agreement for the usage of HAPPYPOT on a mutually agreeable hosting environment.

5. FINANCIAL AND OTHER ARRANGEMENTS

The HAPPYPOT shall pay a consideration to DATARITZ for Project cost and the schedule of payment would be as mutually agreed upon for the Project and attached as an **Annexure 2 Pricing**. Financial arrangements related to Intellectual Property Rights sharing will be as spelt in clause 10.

6. ASSIGNMENT

HAPPYPOT hereto shall not transfer or assign any of their rights and obligations under this Agreement to any other party without obtaining prior consent in writing from DATARITZ hereto.

7. TERM / DURATION

This Agreement shall be binding for the duration of the use of this system.

8. TERMINATION

Any of the Party/Parties may terminate this Agreement by serving a written notice to the other Party/Parties one month prior to the intended date of termination, provided that the termination by either of the parties shall not relieve that party of its obligations accrued prior to such termination, under a specific Project.

9. NOTICES

All communications by HAPPYPOT /DATARITZ involving financial, administrative and other matters shall be sent to SPOC at DATARITZ/HAPPYPOT respectively. All information of technical nature may be exchanged directly between the Project Coordinator from DATARITZ and appropriate HAPPYPOT personnel as identified in writing, for the Project concerned.



10. INTELLECTUAL PROPERTY AND COMMERCIAL RIGHTS

- 10.1. Title to all inventions, discoveries or developments made solely by DATARITZ inventors resulting from the project shall reside in DATARITZ; title to all inventions, discovery, development or other intellectual property rights including but not limited to copyrights, patents and industrial designs made jointly by DATARITZ and HAPPYPOT resulting from the Consultancy Project shall reside jointly in DATARITZ and HAPPYPOT.
- 10.2. DATARITZ will have the exclusive right to commercially use any Development/Product/Project, resulting out of the research conducted under this agreement. In case both parties decide to go for commercial collaboration for future engagements, it can be later agreed between DATARITZ and HAPPYPOT under mutually agreed terms given in prior writing.
- 10.3. All the Copyrighted Content (i.e. Logo of the Company, Business Name, Trademarks), to be provided by HAPPYPOT to DATARITZ for the purpose to develop the web app & Mobile app. All the legal aspects related to such Content has to be handled by HAPPYPOT Solely.
- 10.4. In the case of joint Intellectual Property between DATARITZ and HAPPYPOT , neither party may assign any rights to any third parties without the consent of the other party, which shall however not be unreasonably withheld.

11. CONFIDENTIALITY

To maintain the confidentiality **Annexure 3 (NDA)** will signed between the HAPPYPOT and DATARITZ.

12. ARBITRATION, APPLICABLE LAW AND JURISDICTION

- 12.1. Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any, shall be subject to resolution by a panel formed by the signing authorities to this agreement from either side or personal nominated by them in writing, for the project concerned. If the dispute cannot be resolved by the said panel, the matter shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Ghaziabad, Uttar Pradesh. The decision of the arbitrator shall be binding on both parties
- 12.2. This agreement shall be governed by the Laws of India and subject to the jurisdiction of Courts in Ghaziabad, Uttar Pradesh.

13. GENERAL

- 13.1. Any addition, deletion and / or alteration to this Agreement may be effected with a written agreement of all the Parties to this Agreement concerning the amendments. A document containing the additions, deletions and/or alterations, and signed by all Parties hereto, shall form an annexure to and be deemed to be a part of this Agreement.
- 13.2. The headings of various clauses herein are inserted for convenience of reference and are not deemed to affect the meaning or construction of relative provisions.



- 13.3. DATARITZ will have the right to continue to utilize the intellectual property generated as part of the R&D work carried out under this project for its consultancy and for teaching purposes.
- 13.4. This Agreement and its Appendices constitute the entire agreement among the Parties' and supersede all other representations, understandings or communication whether written or verbal, with respect to the subject matter hereof.
- 13.5. The obligation under this agreement on DATARITZ is limited to the commercial value of the consultancy project as mentioned in **Annexure 2 - Pricing**.

14. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes not confined to the premises of the party, Lockouts beyond the control of the party claiming force majeure, Epidemics, Riots, Civil Commotions etc. provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

15. MAINTENANCE & SUPPORT SLA

DATARITZ is going to provide the Maintenance for free of cost for the period of first three months only, thereafter on the mutually agreed payment terms only if requested by HAPPYPOT. The commitment for the support is based on the given below details:

- Response Time: Within four hour for all calls received during standard business hours
- Resolution Time: Defined below depending on the nature of the call priority
- Business Day / Hours: Monday to Friday, 9:00 AM to 4:30 PM IST (do not include public holidays and week-ends)

16. CALL PRIORITY

	High Priority Call	Medium Priority Call	Low Priority Call
Definition	Website is down which is directly impacting the business operations.	Operation of an existing website is degraded, or significant aspects of the business are negatively affected by inadequate performance of the same website.	Issues like website has broken links or images are not uploading properly
Support	Full-time resources to resolve the situation, whatever falls in our area will surely support.	Will allocate the resource on priority during business hours to resolve the situation, whatever	Availability of resources during the normal business hours to resolve the situation to satisfactory levels



		falls in our area will surely support.	
Resolution Time	Within one business day (if received before 1 PM)	Within two business days	Within three business days

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respect; hands and seal on the day, month and year first herein above mentioned.

This Agreement has been signed by the Parties in two (2) identical copies, of which each Party has taken one.

_____ Place and date

_____ Place and date

.....
HAPPYPOT GARDEN PRIVATE LIMITED

DATARITZ TECHNOLOGIES

_____ By

_____ By

_____ Name

_____ Name

_____ Title

_____ Title