

# Term for Vendor/ Business Partner

## (MEMORANDUM OF UNDERSTANDING)

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This Memorandum of Understanding ('MoU') is made on online registration date to finish Projects ('Effective Date').

### BETWEEN

**Raynas Infra and Geomatics Services Pvt. LTD**, a company incorporated under the laws of India, with its registered office at **H. NO- 1 F/F SAROJNI PARK SHASTRI NAGAR NEAR DARAMSALA, DELHI-110031'**, which expression shall, unless repugnant to the context thereof, mean and include its successors in business and permitted assigns), through its duly authorized representative Mr., of the SECOND PART;

### AND

**Vendor Company/Firm**, a company incorporated under the laws of India, ', which expression shall, unless repugnant to the context thereof, mean and include its successors in business and permitted assigns), through its duly authorized representative.

Raynas and Vendor Company are collectively referred to as 'Parties' and individually as 'Party'

### WHEREAS:

- A. **Vendor Company/Firm.**
- B. Raynas Infra and Geomatics services Pvt. LTD is placed in Delhi, Republic of India is leading manufacturer, supplier, and repair suppliers in varied fields. the most services providing fields at GPR Survey Services 3D Laser Scanning, Geomatics Survey, Plot Demarcation Survey, GIS Mapping Services | Remote Sensing Technologies, Solar Panel Inspection, Agriculture and Soil Mapping Services, Point Cloud to BIM, Aerial Lidar Survey. Bathymetric Survey Services Provider Company in Delhi India | Hydrographic survey | Multi beam | Single beam Echo sounder.
- C. **Vendor Company/Firm**.and Raynas wish to jointly pursue "*Name of Work* ; ("Project") .
- D. The desired MoU will also set forth any confidentiality, exclusivity clauses and duration of proposed collaboration between the Parties.

### 1. PURPOSE OF THE MOU

The Parties recognize that:

- i. Raynas will be award the work to **Vendor Company/Firm** only after getting the project from End client. Raynas cannot award the work to any other party for Topographical survey using Lidar.
- ii. **Vendor Company/Firm** will share the sample data and sensor details to Raynas to share with their end client.
- iii. The Parties are independent contractors. This MoU is not intended by the Parties to constitute or create, and shall not constitute or create a partnership or formal business organization of any kind or any entity other than an independent contractor arrangement. The employees of a Party shall not be deemed to be employees of the other Party.

- iv. In no event shall any of the Parties be obligated under this MoU to enter into any definitive agreement with the end client.

## **2. DURATION; AMENDMENTS**

- (a) This MoU shall be valid for an initial period of one (1) year from Effective date or for the validity period of the Project. This MoU will be superseded by any or all detailed Project specific agreement(s) and other definitive agreements (as required) signed between the Parties. This MoU can be extended upon mutual written consent.
- (b) This MoU will automatically be considered terminated in case **Vendor Company/Firm** and RAYNAS are not able to successfully win the Project.

## **3. CONFIDENTIALITY; INTELLECTUAL PROPERTY**

Confidentiality of any confidential information disclosed by any Party to the Other during the term of this MoU shall be governed by the Non-Disclosure Agreement and amendments thereof signed between the Parties which shall be read in conjunction with this MoU, provided that the confidentiality undertakings with respect to such confidential information disclosed hereunder shall continue during the term of this MOU and for a period of five (5) years after the expiration or termination by either Party of this MOU, whichever is earlier.

It is hereby clarified that all intellectual property rights with respect to any existing elements related to any products or technologies owned by a Party shall remain the sole property of such Party and that any developments conducted by any Party as part of any Project hereto shall be owned solely by such Party.

## **4. EXCLUSIVITY & NON-CIRCUMVENTION**

- i. Each of the Parties shall exclusively associate, work, support, bid and execute the Project with each other.
- ii. In the event, any Party dishonours this exclusivity and circumvents the other Party, such other Party shall be within its rights to claim for damages through legal proceedings, even after the expiry / termination / cessation of this MoU or other agreement(s) that may be signed between the Parties.
- iii. Exclusivity and Non-Circumvention clauses shall survive the expiry / termination / cessation of this MoU and/or all other agreement(s) signed between the Parties.

## **5. DISPUTE RESOLUTION**

This MoU shall be construed in accordance with the applicable laws of India. Any or all disputes arising out of this MoU, shall be subject to the exclusive jurisdiction of the competent courts of New Delhi, India.

## **6. ASSIGNMENT**

No Party may assign this MOU or any of its rights, interests or obligations hereunder without the prior written consent of the other Party. Any assignment without such consent shall be void.

The Parties shall not be entitled to sub-contract the whole or any part of this MoU without the prior written consent of other Party, except to an affiliate of the Party.

## **7. SEVERABILITY**

If any provision hereof is found invalid, illegal or unenforceable pursuant to any executive, legislative, judicial or other decree or decision, the remainder of this MOU shall remain valid, legal and enforceable according to its terms, and such invalid, illegal or unenforceable provision shall be replaced with a provision that approximates the substance and spirit of the invalid, illegal or unenforceable provision as closely as possible without being invalid, illegal or unenforceable.

## **8. PROJECT COORDINATORS**

The parties shall establish respective project coordinators for completion of project that will be addressed and will be the point of contact (POC) between the parties. After having informed the other(s) in writing, each party shall have the right to replace the coordinator.

The project coordinators initially are as follows:

**Vendor Company Representative filled online form on website.**

**For Raynas:** Mr, Razi

## **9. Boarding and Lodging Policy**

Boarding and lodging will be As per the term decided. If Raynas has to make the payment for boarding and lodging and vendor fail to complete the project or don't go to site due to any reason in that case vendor has to pay boarding charge fully. In Above case Raynas can file the case in Delhi Court.

## **10. Payment Terms**

Vendor and Raynas Infra agreed on the payment terms as per quotation. If Raynas Infra have made the advanced(Token Amount) payment to contractor/Vendor and Vendor Fail to complete the project as per quotation in that case vendor has to refund token advanced amount plus 20% of advanced to Raynas Infra.

This MOU is a framework for the joint cooperation between the Parties and does not exclude other forms of cooperation. At an appropriate time, Parties shall sign detailed project specific agreements defining the objectives, rights, duties, obligations and all other terms and conditions for commercial cooperation and technical partnership between the Parties, established in accordance with the national legislation for such agreements.

This MOU contains the full and complete understanding of the parties with respect to the subject matter hereof, and supersedes all prior representations and understandings, whether oral or written.

**IN WITNESS WHEREOF**, the duly authorized officers of the respective Parties have executed this MoU under seal as of the day and year first hereinabove written.

**FOR and on behalf of  
Raynas Infra and Geomatics services  
Private Limited**

**Vendor Company Representative  
Online website signed**

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(Authorized Signatory)

