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CIN : U72200PN2015PTC154819

Outward No. : GENERAL

Date : GENERAL

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered on date _____ at place _____, India.

BY AND BETWEEN

PARTY OF THE FIRST PART

here in after referred to as the FIRST PARTY (which expression shall unless repugnant to the context or meaning thereof mean and include its agents, directors, officers, executors, administrators, attorney and assignees).

AND

PARTY OF THE SECOND PART

Twinkle IT Solutions Pvt. Ltd., a corporation having its principal place of business at '203, **Royal Orchid, Near Podar International School, Katraj Bypass, Mumbai Highway, Ambegaon, Pune-411046.** here in after referred to as the SECOND PARTY (which expression shall unless repugnant to the context or meaning thereof mean and include its agents, directors, officers, executors, administrators, attorney and assignees).

Titles:

The titles of the sections of this MOU are for convenience only and will not in any way affect the interpretation of any section or of the MOU itself.

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PARTY OF THE FIRST PART WILL PROVIDE FOLLOWING SERVICES TO THE SECOND PARTY

- 1. Making Payments of SMART SCHOOL MIS Software as per Invoice No. : _____ Invoice Date _____)**

PARTY OF THE SECOND PART WILL PROVIDE FOLLOWING SERVICES TO THE FIRST PARTY

- 2. Providing A) ERP / MIS: - SMART SCHOOL MIS, (Modules and services covered as per Invoice No. : _____ Invoice Date _____)**

Independent Contractors:

First party and second party shall perform their duties pursuant to this MOU as independent contractors. Neither party shall have the ability to incur any obligation on behalf of the other party.

Force Majeure:

Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, and embargo, acts of civil or military authorities, fire, flood, earthquake, accident, strike, or shortage of fuel or energy. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period equal to the time of such delay.

Contract Interpretation:

Ambiguities, inconsistencies or conflicts in this MOU shall not be strictly construed against the drafter of the language but will be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the parties' intentions at the time this MOU is entered into.

GENERAL:

This MoU will set the board terms of collaboration between **Two Parties as mentioned above.** Detailed agreement with activity plan/schedule, wherever called for, will be worked out separately between the two parties within the parameters of the MoU.

VALIDITY PERIOD OF MOU

This MoU shall be initially signed for 1 year from the date of signing of MoU. The duration of MoU may be extended as mutually agreed by both the parties.

The detailed timeframe of the project work shall be submitted by **First Party** for different activities. It shall chalk down an exhaustive schedule for all the work that comes under the scope of the MoU and give the tentative expenditure for each of these activities.

CONFIDENTIALITY OF INFORMATION AND SECRECY:

The Parties undertake that during the terms of this Agreement and any subsequent agreement, it shall keep in confidence proprietary information received from the other Party and shall not disclose it to any third party, excepting their authorized agents, representatives unless such disclosure of use is specifically authorized in writing.

Neither party shall use proprietary information received from the other Party for any purpose other than the objective and task agreed between the Parties.

PUBLICITY AND PUBLIC INFORMATION:

Any news release, public announcement, advertisement of publicity proposed to be released by Consultant concerning this Agreement shall be subject to the prior written approval.

AMENDMENTS:

Modifications or alterations to this Agreement can only be made by means of a written amendment executed by an authorized representative of each Party.

TERMINATION:

If there is a breach of any of the terms & conditions of this agreement shall have the right to terminate this agreement after giving thirty (30) days' notice in writing to other party and in such an event, however, the termination shall survive the obligation of confidentiality & publicity as referred above.

Arbitration:

All and any disputes and claims arising out of or relating in any manner to this Agreement or the breach, termination, non-performance, interpretation or validity thereof, shall first be discussed in good faith by officers duly nominated for the purpose by each party with a view to resolving the same.

If the dispute or difference as aforesaid, which cannot be fully and satisfactorily resolved or settled by the parties as aforesaid, shall at the request of either party be referred to Arbitration. In such a case, a joint request by party of First Part and Second Part will be made to an eligible and competent person to act as a Sole Arbitrator.

The appointment and proceeding of including its jurisdiction clause and arbitration clause shall be governed and will be interpreted in accordance with the laws of India. The Arbitration award shall be final and binding on the Parties herein.

Governing Law and Jurisdiction:

These Terms and Conditions of this MOU (including its jurisdiction clause and arbitration clause) shall be governed and will be interpreted in accordance with the Indian Laws and the courts of India shall have the exclusive Jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective duly authorized persons on the day and date mentioned hereinabove.

Signed, Sealed and Delivered by
Within named **First Party:**

Through Respective Authority,

Signature:

Seal:

Name:

Place:

Date:

Signed, Sealed and Delivered by
Within named **Second Party:**
Twinkle IT Solutions Pvt. Ltd.
Pune - 411046

Through Respective Authority,

Director, Twinkle IT Solutions Pvt. Ltd.

Signature:

Seal:

Name:

Place:

Date: