

MEMORANDUM OF UNDERSTANDING

BETWEEN



MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR
Jawahar Lal Nehru Marg, Malaviya Nagar, Jaipur, Rajasthan – 302017, Rajasthan

and

ISHRAE®

Foundation For ISHRAE

1103-1104, 11th Floor, Chiranjiv Tower, 43 Nehru Place, New Delhi-110019, India



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on this day 27th March '2026

By and between:

The Foundation For ISHRAE having its Registered Office and Works at ISHRAE Headquarters, 1103-1104, 11th floor, Chiranjiv Tower, 43, Nehru Place, New Delhi – 110019, (hereinafter referred to as "Foundation for ISHRAE"), (which term shall unless repugnant to the context include its successor, representatives, administrators and permitted assign) of the First Party;

AND

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 – 302017 (hereinafter referred to as "MNIT Jaipur"), (which term shall, unless repugnant to the context, include its successors, representatives, administrators, and permitted assigns) of the Second Party;

Foundation for ISHRAE and MNIT Jaipur are sometimes collectively referred to herein as a "Party" or the "Parties". This MoU contains the full agreement of the parties and supersedes any prior agreements, written or oral, between the parties relating to this subject matter and Foundation for ISHRAE and MNIT Jaipur agree that the terms and conditions of this MoU shall govern the provision of partnership under this MoU.

This MoU includes this cover document and the following exhibits, which are incorporated as under:

A. STATEMENT OF PARTNERSHIP

A1. Foundation for ISHRAE

The Foundation for ISHRAE is a not-for-profit organization that promotes research, education, technological innovation, and transformation related to the preservation of the environment. It is a Section 8 Company registered in 2020 and is located in South Delhi, India. The foundation acts as a nodal agency to coordinate various activities related to HVAC&R, building services sector, and the built environment. The foundation supports research projects at various institutions and funds research at the undergraduate and postgraduate levels. It also focuses on areas such as emissions control, energy conservation, and efficiency, with an emphasis on renewable energy sources to replace fossil fuels.

A2. Malaviya National Institute of Technology Jaipur

Malaviya National Institute of Technology Jaipur (MNIT Jaipur) was jointly established in 1963 as Malaviya Regional Engineering College Jaipur by the Government of India and the Government of Rajasthan. Subsequently, on 26 June, 2002, the college was given the status of National Institute of Technology. On 15 August 2007, it was recognized as the Institute of National Importance through an Act of Parliament. The Institute is fully funded by the Ministry of Education (Shiksha Mantralaya), Government of India. MNIT Jaipur offers undergraduate, postgraduate and doctoral programs in engineering, architecture, sciences and management and is actively engaged in research, innovation, and industry collaboration. MNIT Jaipur focuses on areas such as sustainable development, energy efficiency, and environmental technologies, and promotes partnerships to address challenges in the built environment.

A3. MoU Objectives

- Foundation for ISHRAE and MNIT Jaipur have joined hands to collaborate to promote energy efficiency in the cooling sectors and protect the Environment, improve Indoor Air Quality, help provide trained manpower to the HVAC & related user Industries in the Country.
- To promote the interests of the HVAC&R Industry. Partner actively for Research / Publications / Training Programs organized by both parties, on case by case basis

A4. Areas of Co-operation

Foundation for ISHRAE will act as nodal agency to bring MNIT Jaipur and HVAC & R industry in India for Joint collaboration in addition to the cooperation in the following mentioned areas.

- Both parties to collaborate for research and publications
- Both parties to create awareness and popularize energy efficiency in the Heating and Cooling Sectors as a resource in the country.

- Both parties can jointly create/ host events with mutual agreement and cooperation
- Both parties to circulate joint events related information among their respective members to promote the events through e-mail using own database.
- Each organization to put their best foot forward to encourage their members to participate in joint and separate events/activities wherever possible.
- Each party to consider sending Speakers with domain expertise to one another's Conferences/Seminars to facilitate cross flow of knowledge, in consultation
- Both parties to look for opportunities to co-host training programmes

B. General Terms and Conditions

B1. Liaison Committee

- A liaison Committee comprising of representatives of Foundation for ISHRAE and MNIT Jaipur shall hold periodic meetings, either via Conference call or at any other pre-arranged venue at least once in six months to explore more Areas of Cooperation.
- The names of a pre-decided equal no. of representatives shall be proposed by both the parties & mutually accepted to form the Liaison Committee.
- In all non-commercial activities like Webinars/Workshops/ Seminars/Panel Discussions where the primary objective is the dissemination of knowledge, the event hosting party shall seek support from the other party without any payment, subject to the availability of the Speakers.
- For all activities where one party seeks the support from the other party, and the activity is commercially rewarding, the Liaison Committee will discuss and decide how and to what extent the supporting organization has to be compensated, out of the earnings of the organizing party.
- Both parties to pitch for institutional proposals in consortium, in case an opportunity does arise that demands domain expertise and on-ground implementation experience. The profit-sharing pattern will be decided by the Liaison Committee.

B2. Intellectual Property

- It is duly acknowledged and agreed by the both the parties that the ownership and license rights in respect of all intellectual property that may be developed or created by the Second Party after signing of this MoU as part of the delivery of services or performance under this MoU, is and (i) shall be jointly owned by both the parties if the source of funding by the first party, (ii) shall be owned by second party and the industry partner through foundation for ISHRAE if the

source of funding by both the second party and the industry partner (iii) Shall be owned by the Industry Partner fully if the source of funding by the Industry partner fully.

- In case of commercialization/technology transfer, the modalities can be worked out in a separate agreement by the respective parties.
- It is however agreed by the parties that only for academic purpose, the both parties are permitted to initially get the technology associated with his/her name by way of a research paper duly acknowledging all the support from Foundation for ISHRAE.
- Furthermore, it is agreed that if one party receives any information from the other under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received.

B3. Govt. Representation & Use of Logos

- Foundation for ISHRAE or MNIT Jaipur will not make any representation to any Government / Statutory Body on behalf of each other unless the same has been specifically approved in writing by the competent authorities in the two Organizations.
- Neither Party will be held liable for acts of omissions or commission of the other party with respect to anything agreed upon under this MoU. The rights and responsibilities established shall survive indefinitely the termination of this Agreement.
- Indiscriminate use of Logo is prohibited and it is necessary to seek prior approval in writing detailing the context of usage from the other party before using their Logo.

B3. Liability

In no event shall either Party have any liability to the other Parties for any damages whatsoever (including but not limited to indirect, speculative, special or consequential damages) whatsoever arising out of or in connection with this MOU.

B4. Notices

All notices required or permitted to be given hereunder shall be in writing, shall make reference to this MOU, and shall be delivered by hand, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, addressed to the other Party's address set forth in the opening paragraph or at such addresses, as the other party may subsequently notify in writing.





B5. GOVERNING LAW

This MoU shall be construed in accordance with the Laws of India.

B6. Tenure and Termination

- This MoU between Foundation for ISHRAE & MNIT Jaipur shall be valid when signed by the authorized representatives of both parties and shall continue for 3 years from the date of signing unless it is terminated by mutual consent by either party on serving a written thirty days' notice to this effect.
- The MoU may be renewed modified or amended by mutual written consent of both the Associations.

Signed on this 27th March in the year 2026 at Chennai

<p>Signed for and on behalf of Foundation of ISHRAE</p>  <p>Signature: Name: <u>Amitabha Sun</u> Title: <u>Director</u></p>	<p>Signed for and on behalf of MNIT Jaipur</p>  <p>Signature: Name: <u>PROF. DILIP SHARMA</u> Title: <u>DEAN (I & AA)</u></p>
<p>Witness</p>  <p>Signature: Name: <u>PROF. R. Saravanan</u> Title: <u>President</u></p>	<p>Witness</p>  <p>Signature: Name: <u>Prof. Purnima Jain</u> Title: <u>Associate Dean national and international affairs</u></p>