

MEMORANDUM OF UNDERSTANDING

BETWEEN

Integrated Casetech Consultants Pvt Limited, India

AND

Global Multi Prima Jasa, PT, Yogyakarta, Indonesia .

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on 4th day of May, 2015;

BETWEEN

INTERGRATED CASETECH CONSULTANTS PVT LIMITED (ICCPL), a limited liability Company organized and established under the Laws of India having its Head office at A-112, Sector 63, Noida, India, represented by **Mr. Ramit Gupta, Senior Consultant**, (hereinafter referred to as the "**First party**", which expression unless excluded by or repugnant to the context shall be deemed to include his heirs, executors, administrators, assigns and successors in title) of the one part;

AND

Global Multi Prima Jasa (GMPJ) PT, Yogyakarta, Indonesia is a subsidiary of LPP and established under the laws of Republic of Indonesia having its head office at Jl. LPP No.1, Yogyakarta, Indonesia. LPP is the premier institute for imparting knowledge and transforming technology, human capital, and business in the field of agroindustry. It is represented by **Mr. Muhammad Hamdi**, Director, (hereinafter referred to as the "**Second Party**", which expression unless excluded, by or repugnant to the context shall be deemed to include his heirs, executors, administrators, assigns and successors in title) of the other part.

WITNESSETH:

WHEREAS, the parties have entered into this MOU for the purpose of establishing, *but not limited only*, an activity related with developing and transforming technology, human capital, and business in the field of agroindustry include developing of sugar industry. The purposes of MOU can be developed in a project association to market, prepare and submit proposals to the customers according to their project need, as well as to provide the services in the event that the either of the parties' is a successful bidder and is awarded the "Contract" for the project as well as performance thereof; and

WHEREAS, the parties desire to execute an agreement to implement the purposes of MOU, and also to provide evidence to the customer of the establishment of the project association between the parties and to represent to the customer the rights and duties of the parties relating to the project association, the customer and the contract;

NOW, therefore, in consideration of the mutual covenants hereinafter contained, it is agreed as follows:

1. Organization and management of the MOU:

Development and transformation of technology, human capital, and business in the field of agroindustry include sugar industry, including creation of the project association: the parties have associated themselves as unincorporated project association for the sole purpose of putting up resources together for preparing and submitting the proposal for carrying out the project / assignment if the project / assignment is awarded by the customer to the project association via Lead Firm.

2. Lead Firm:

The Lead firm for implementing the purposes of MOU as well as the project association lead firm will be Integrated Casetech Consultants Pvt. Ltd. or GMPJ . It will depend on the projects and mutual understanding on case to case basis. **GMPJ will act as Lead Firm when the project is implemented in Indonesia . If the activities conducted outside Indonesia , the Lead Firm of activities will be agreed upon by the parties.**

3. The Lead firm shall:

- a. Create and propose an activities (or project) in the field of development and transformation of technology, human capital, and business in the field of agroindustry include sugar industry
- b. Submit tender and negotiate the proposal, receive P.O. and act up on instructions from customer, have management responsibilities for the execution and performance of the contract.
- c. Support and nominate officers, employees or representatives of the Integrated Casetech Consultants Pvt. Ltd. and/or GMPJ, as it seems necessary or appropriate, including the team leader, subject to the concurrence of the executive committee of both parties.
- d. The Lead Firm will determine and ascertain the quantum, mode and sharing proportion of the consideration in consultation with the other party but the final say will be that of the Lead Firm.

4. Address:

The official address of the project association to be included on all documentation signed in the name of the project association shall be as designated as follows:

GMPJ, PT
Jl.LPP No.1, Jogjakarta,55222
Indonesia

or

Integrated Casetech Consultants Pvt. Ltd.
A-112, Sector 63, Noida - 201 301,
NCR Delhi, India

or such other address as shall be agreed from time to time by the parties, subject to the requirements of the contract.

Management of Activity (or project association): Management of activity or the project association shall be through a two person executive committee one each from the parties, which shall determine general policies affecting the Project and shall oversee the activities of the team leader and the project, then report to the management of the association. Each party shall nominate and appoint one member to the executive committee.

5. ROLES AND RESPONSIBILITIES OF EACH PARTY:

Each party will perform following responsibilities based on the present strength, however, it is desirable and expected to provide the services to the satisfaction of the customer in total.

Services in scope of First Party (ICCPL) :

- a. Project management & Engineering Services.
- b. Operation & maintenance Support Services.
- c. Energy efficiency & saving program
- d. Financial modeling.
- e. Bio-mass Co-generation power plant design & EPC planning.
- f. Ethanol Projects design and project management.
- g. Sugar factory Brown field expansion planning
- h. Greenfield sugar factories planning & designing.
- i. Energy efficiency in sugar factory.
- j. On-job training of professionals.
- k. Customized capacity building programs for sugar industry.
- l. Waste water treatment solution

Services in scope of Second Party (GMPJ):

- a. Business review incl. feasibility study in Agroindustry
- b. Human capital management incl. organization diagnostic, job analysis & design, HR system developing, work load analysis and man power planning
- c. Financial engineering and analysis
- d. Market research and development
- e. Research and development of technology in agroindustry incl. sugar industry.
- f. Assessment Center for recruitment of employee, placement program, career development, and post employee.
- g. Engineering assessment and plant development for agroindustry, incl. plant design, co-generation power plant design, wastewater treatment plant design, project management and EPC
- h. Higher education; diploma of agro and sugar technology.

6. Obligations of the project association:

Both the partners shall be jointly and severally liable to the customer for the successful execution and performance of the contract. Each partner shall be responsible for the completion of all parts of the work assigned to "Lead firm" to the satisfaction of the customer. The obligations of the project association in the performance of a contract will be as follows:

- a. On award of a contract the parties shall mutually agree upon on sharing of responsibility and financial sharing.
- b. Each party shall bear its own costs for financing their respective jobs.

7. Terms & Conditions:

- a. Both the parties will take care of their respective jobs.
- b. Cross business development on the same customer will not be permissible for both the parties.
- c. There should be full transparency in both the parties in terms of financial and technical work and time bound reconciliation should be carried out during the course of execution of the project to have the clarity.
- d. Both the parties will decide project cost, technical team, time frame for the project etc jointly.
- e. Both the parties will jointly use their respective strength as per the requirement.
- f. The currency of the present understanding will be for the period of one year which shall be further extendable upon the mutual consent of the parties.
- g. Both the parties are free to terminate the present understanding by giving the notice of one month of their intention to do so at the address of the other party as mentioned herein above in the Clause No.: 4.

8. Delineation of duties / responsibilities and scope of work:

Each party shall participate in the implementation of the MOU purposes include the project association on the basis of their inputs and resources as reflected in the manning schedule and work plan. Their share of the contract amount and liabilities in project association shall be proportionate to their inputs in carrying out their services for the project. Work will be divided amongst the personnel nominated by ICCPL & GMPJ on a responsible and workable basis.

9. Business Fees:

Fees will be shared between the parties as per the agreed financial proposal. Every effort will be made by the senior management of both firms to ensure their staff inputs as originally intended. The Lead Firm will determine and ascertain the same and the decision of the Lead Firm will be acceptable and binding upon the second party.

10. Invoices and payments:

Invoices for services provided will be prepared by each party to the project association and submitted to the lead firm for approval and preparation of the project association invoices to the customer. Approved sub consultants to either

party for the project will be included in each company's invoice. Invoices shall be submitted to the customer with respective share of the parties / sub-consultants, as the case may be, for payment to individual consultants.

Modalities of payment by the customer in this regard, shall be finalized on award of contract and required information / details shall be intimated to the customer.

11. Accounting & Taxes:

Each party shall be responsible for keeping its own accounts in respect of payment due based on monthly invoices and for its own financial affairs generally. Each party shall be responsible for dealing with its own any statutory tax affairs, and its own social security affairs where relevant, and for accounting accordingly to the relevant authorities.

12. Exclusivity:

Unless otherwise agreed by the parties, no party shall engage in any activity related to the project, unless otherwise agreed by the parties, other than as a party to the project association and in accordance with the terms & conditions of this agreement. Each party warrants that its subsidiaries and other firms or individuals over which it has control will comply with this requirement.

For Integrated Casetech Consultants Pvt. Ltd.

For Global Multi Prima Jasa, PT


Mr. Ramit Gupta
Senior Consultant




Mr. Muhammad Hamdi
Director

GMPJ
Consulting