

**MEMORANDUM OF UNDERSTANDING**

*BETWEEN*

**MINAEAN SP CONSTRUCTION CORP**

*(Affiliate of Shapoorji Pallonji Group)*

**&**

**CLINOTECH CONSTRUCTION, ENERGY, OIL & GAS INC**

*(Member of Clinotech Group Canada)*

*ON*

**TECHNICAL / FINANCIAL SOLUTION PARTNERSHIP**



**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is made this 10TH day of MARCH, 2016.

**BETWEEN**

**MINAEAN SP CONSTRUCTION CORP** (An Affiliate of Shapoorji Pallonji Group) whose Operational office is at No: 2050, 1055 West Georgia St., Vancouver, B.C., Canada V6E 3P3 (hereinafter referred to as **MSPCC**, which expression shall where the context so admits include its assigns as and successors-in-title)

**AND**

**CLINOTECH CONSTRUCTION, ENERGY, OIL & GAS INC** (Member of Clinotech Group Canada) whose Operational office is at No: 2101 – 11871 Horseshoe Way, Riverside Industrial Park, Richmond, B.C. Canada V7A 5H5 (hereinafter referred to as **CLINOTECH**, which expression shall where the context so admits include its assigns as and successors-in-title)

**MSPCC** and **CLINOTECH** can be referred as **Parties** collectively or as **Party** individually

**WHEREAS**

**MSPCC** is primarily engaged in Construction of Hospitals, Hospitality sector, Infrastructural development, Power Generation & Transmission, Water Purifications, Commercial applications such as Malls, Stadium and Airport;

**CLINOTECH** is primarily engaged in Healthcare, Energy, Construction, Infrastructural Development, Mining, Oil & Gas, Turnkey Projects & Management;

*Major Projects being developed in Nigeria at the moment include:*

- i. 1000 Bed Capacity Hospital in Port Harcourt, Rivers State, Nigeria
- ii. 10,000 Housing Units in Abuja and Lagos starting with first 2,000 units
- iii. Captive Independent Power Plant (IPP) Projects of over 100 MW for both Public and Private sectors in Nigeria

**NOW THEREFORE THE PARTIES HEREBY AGREED AS FOLLOWS:**

**1.0 BUSINESS OF THE MOU**

The Parties agree that **MSPCC** and **CLINOTECH** will cooperate with each other in carrying out the business of **Technical / Financial Solution Partnership** in any major projects undertaken by **CLINOTECH** in Nigeria following its approval by the clients and / or concerned authorities. In such cases, there shall be a Formal Expression of Interest / Contract Agreement between the



## MOU between MSPCC & CLINOTECH

Parties stating the details of requirements at negotiated benefits over a specified period of time. Each Engagement shall carry a Formal Disengagement Letter in order to avoid over runs.

### **2.0 TECHNICAL SUPPORT & MAINTENANCE SERVICES**

2.1 MSPCC is Ready, Willing and Able (RWA) to undertake to support the following business activities along with CLINOTECH among other requirements on need basis:

(1) Major Engagements:

1. Housing Projects
2. Infrastructural Development
3. Power
4. Water Purification
5. Agriculture
6. Mining
7. Oil and Gas

(2) Minor Engagements:

1. Technical Support Services
2. Training of personnel
3. Knowledge transfer
4. Supply, hire and maintenance of equipment

2.2 CLINOTECH as a minimum will undertake the following:

1. Local Recruitments and Requirements
2. Visas and Expatriate Labor Quotas in Nigeria
3. Resident & Work Permits of Expatriate Workers
4. Accommodation and Welfare of Expatriate Workers
5. Security and Enabling Environment
6. Patronage Guarantee of both the Public and Private Sectors in Nigeria

### **3 LOCAL CAPACITY BUILDING**

MSPCC shall undertake to develop Local Managerial Capacity and Quality Control Management for Nigerians once Contract is awarded to ensure sustainability of the projects undertaken by MSPCC and CLINOTECH.

### **4 FINANCING**

4.1 MSPCC will use its FINANCING ABILITIES to assist in sourcing for International Financing to fund Projects with CLINOTECH. Such project financing will be judged by its merits and pursued based on security towards repayment on a project to project basis.



## 5 GENERAL PROVISIONS

### 5.2 NON-CIRCUMVENTION:

That the Parties voluntarily, by mutual consent hereby irrevocably agree not to circumvent, bypass or obviate each other directly or indirectly in all transactions covered by this agreement.

### 5.3 CONFIDENTIALITY:

Each Party hereby agrees to maintain the confidentiality of any document or other information received from the other Party, which appears to be confidential or have been so marked. Such recipient shall not release or disclose such documents or information, or permit release or disclosure, except as authorized by other parties or as obliged to do so by law.

### 5.4 FORCE MAJEURE:

- 5.4.1 In any circumstance of Force Majeure preventing or hindering the full or partial execution of any party of any obligation arising under this agreement, the party so affected shall be excused from the performance of its obligation only to the extent that such performance is prevented or delayed.
- 5.4.2 The party affected by the Force Majeure shall notify the other party within one week of its occurrence and shall make every reasonable effort to shorten the delay arising from or caused by force majeure and minimize the effect of same as far as possible.
- 5.4.3 For purposes of this Agreement, Force Majeure includes but not limited to acts of God, public disorder, accident, forceful takeover of Government, extra-ordinary flood, national strikes, adjustment in government policies and structures, wars, death and any circumstances beyond the control of either party to this agreement.
- 5.4.4 The Force Majeure automatically extends the period of this agreement by the duration of the Force Majeure

### 5.5 NOTICES:

All notices or other communication provided for under this Agreement shall be given in writing and delivered (i) by Hand or (ii) by Registered airmail return receipt requested or (iii) by telex, telefax, telegram or email confirmed by letter:

#### 5.5.1 MSPCC to:

Mr. Mervyn Pinto  
President / CEO  
MINAEAN SP CONSTRUCTION CORP.  
No: 2050, 1055 West Georgia St.  
Vancouver B.C. Canada V6E 3P3

#### 5.5.2 CLINOTECH to:

Dr. Harrison Ofiyai  
President / CEO  
CLINOTECH CONSTRUCTION, ENERGY, OIL & GAS INC  
No: 2101 – 11871 Horseshoe Way, Riverside Industrial Park  
Richmond B.C. Canada V7A 5H5.



**5.6 AMENDEMENTS:**

Except as otherwise contemplated under the provisions of the Articles hereto, this Agreement constitutes the entire Agreement between the parties hereto and no amendments thereto shall be effective except by the mutual written consent of the Parties.

**5.7 INVALIDITY:**

Should any of the provisions contained herein become unenforceable, the Parties will negotiate in good faith to amend this agreement so as to accomplish the objective of such unenforceable or invalid provisions.

**6 COMMENCEMENT**

6.1 This agreement shall commence from the date of its execution.

6.2 This agreement shall not bind any of the parties towards any Exclusivity clause and both parties unless agree to work on any specific project which will be signed as an annexure to this MOU, will be free to work on any projects at their own free will.

**7 WINDING UP OR TERMINATION**

The MOU has no definite date of winding up in 3 years from the date of signing. However, any Party wishing to leave the MOU earlier than 3 years shall do so by written notice giving three (3) months in advance to the other Party.

**8 CONSENT AND APPROVALS**

8.2 The Parties shall use their reasonable endeavors to obtain all necessary operating licenses or approvals, governmental or otherwise as may be necessary or desirable for the implementation and completion of this Agreement and any other Agreement referred to or contemplated by or under this Agreement.

8.3 In the event that any necessary consent, license or approval is not obtained, any obligation under this Agreement that is not thereby permitted to be performed shall not be extinguished, but shall be suspended until such time as performance is permissible.

**9 ARBITRATION:**

9.2 In case of any dispute or difference between the parties hereto touching on interpretation of this agreement or on the rights, duties or obligations of the parties hereto, and which the Parties do not succeed in settling amicably, the same shall be referred for litigation.

9.3 The Arbitration Panel shall consist of three members mutually agreed by the Parties. This clause shall not prejudice the Parties rights to refer disputes to litigation after the normal arbitration has failed.



**10 GOVERNING LAW:**

This Agreement shall be read and construed in all respects in accordance with the Canadian Law and The International Chamber of Commerce and Industry Laws (ICCI).

**IN WITNESS WHEREOF**, the parties above mentioned have executed this agreement in the manner hereinafter appearing the day and year first above written.

The Signature of the Principal representatives and Common Seal of the above named Parties are hereby affixed accordingly:

**MINAEAN SP CONSTRUCTION CORP.**

PRESIDENT / CEO

Name: **Mr. Mervyn Pinto**



Signature:

Date: 3/10/2016

**CLINOTECH CONSTRUCTION, ENERGY, OIL & GAS INC**

PRESIDENT / CEO

Name: **Dr. Harrison Ofiyai**



Signature:

Date: **10 / 03 / 2016**



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