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MEMORANDUM OF UNDERSTANDING

AMONGST

KUMAUN UNIVERSITY

Sleepy Hollow, Nainital - Kaladungi Rd, Ayarpatta, Nainital-263001, Uttarakhand

AND

HEXORP INDUSTRIES PRIVATE LIMITED

84/1, Headingly Estate, Mall Road, Tallital, Nainital-263002, Uttarakhand

AND

**G.B. PANT NATIONAL INSTITUTE OF HIMALAYAN ENVIRONMENT & SUSTAINABLE
DEVELOPMENT FOR NMHS-PMU**

Kosi-Katarmal, Almora-263 6-13, Uttarakhand

AND

NATIONAL RESEARCH DEVELOPMENT CORPORATION

Anusandhan Vikas', 20-22, Zamroodpur Community Centre, Kailash Colony Extension, New Delhi

110048

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MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING (MOU)** made on this 30th day of December, 2019

AMONGST

KUMAUN UNIVERSITY, NAINITAL established in 1973 under the U.P. State Act, having its Office at Nainital – 263001 Uttarakhand (hereinafter called as '**KUN**' which expression shall, unless and until repugnant to the context or meaning thereof, include its heirs, executors, administrators, successor-in-interest and permitted assigns) **OF THE FIRST PART;**

AND

HEXORP INDUSTRIES PRIVATE LIMITED, a Private Ltd. Company, incorporated under the Companies Act, 1956/2013 having its Registered Office at 84/1, Headingly Estate, Mall Road, Tallital, Nainital-263002, Uttarakhand (hereinafter called as '**HIPL**' which expression shall, unless and until repugnant to the context or meaning thereof, include its successors in interest and permitted assigns) **OF THE SECOND PART;**

AND

G.B. Pant National Institute of Himalayan Environment & Sustainable Development for NMHS-PMU, an autonomous Institute of the Ministry of Environment, Forest & Climate Change (MoEF&CC), Govt. of India having its Office at Kosi-Katarmal, Almora-263 643, Uttarakhand (hereinafter called as '**GBPIHED**' which expression shall, unless repugnant to the context or meaning thereof, include its heirs, executors, administrators, and successors-in-interest and permitted assigns) **OF THE THIRD PART;**

AND

National Research Development Corporation, an Enterprise of Department of Scientific & Industrial Research, Ministry of Science & Technology, Government of India dealing within the meaning of and registered under the Companies Act, 1956 having its Registered Office at 'Anusandhan Vikas', 20-22, Zamroodpur Community Centre, Kailash Colony Extension, New Delhi –

110 048 (hereinafter called 'NRDC' which expression shall include its successors-in-interest and permitted assigns) **OF THE FOURTH PART.**

WHEREAS GBPIHED was established in 1988-89, during the birth centenary year of Bharat Ratna Pt. Govind Ballabh Pant, as an autonomous Institute of the Ministry of Environment, Forest & Climate Change (MoEF&CC), Govt. of India, which has been identified as a focal agency to advance scientific knowledge, to evolve integrated management strategies, demonstrate their efficacy for conservation of natural resources, and to ensure environmentally sound development in the entire Indian Himalayan Region (IHR). To achieve this, the Institute follows a multidisciplinary and holistic approach in all its Research and Development programmes with emphasis on interlinking natural and social sciences.

WHEREAS National Mission on Himalayan Studies (NMHS), a Central Sector (CS) Grant-in-aid Scheme was launched by the Ministry of Environment, Forest and Climate Change (MoEFCC), New Delhi in the year 2015-16, and the responsibilities for its execution and implementation were entrusted with the GBPIHED as a Project Management Unit (PMU).

WHEREAS a Medium Grant (MG) Project 'Environmentally Sustainable Smart Synthesis of Carbon Nano material along with the production of High Value-Added Fuel and Additives for the Concrete Mixture from Waste Plastic, Hazardous Waste around the Himalayan Region was sanctioned during 2015-16 with a cost of Rs. 2,24,97,600/- to the Kumaun University under the National Mission on Himalayan Studies (NMHS) of Ministry of Environment, Forest & Climate Change, Mountain Division, Government of India, New Delhi through NMHS-PMU, G.B. Pant National Institute of Himalayan Environment & Sustainable Development (GBPIHED), Almora, Uttarakhand.

WHEREAS in this project, graphene is synthesized from plastic waste. Also, it convert and collect fuel from plastic by using furnace and utilize semi liquid plastic for making additives for high standard concrete. Further, under this project KUN conducts awareness programs in various regions of the project i.e. the whole Kumaun region in the State of Uttarakhand with a major target to cover most polluted tourist places of this region.

WHEREAS in the process, the project proponent has successfully developed the technology for converting waste plastic into graphene and value-added fuel.



The technology is based on pyrolytic process in presence of sophisticated organically modified nano-clays which leads to the formation of value added products such as carbon nano materials, petrol, diesel and kerosene oil. One Patent has been filed by the proponent for the same.

WHEREAS Professor Nanda Gopal Sahoo and his group (Patent holders of the said technology), at PROFESSOR RAJENDRA SINGH NANOSCIENCE AND NANOTECHNOLOGY CENTRE (PRSNSNT), DEPARTMENT OF CHEMISTRY, D.S.B. CAMPUS, NAINITAL in KUN has developed and is in full possession of project for "UPCYCLING OF WASTE PLASTIC INTO GRAPHENE" (sponsored by NMHS, GBPIHED, Ministry of Environment, Forest and Climate Change, Mountain Division, Government of India, New Delhi) and has also filed a patent for technology developed for making GRAPHENE and PETROLEUM from waste plastic and the related KNOWHOW/PROCESS as detailed in the aforesaid project.

WHEREAS the KUN intends to transfer the technology to HIPL for commercialization through NRDC.

WHEREAS the HIPL, on the strength of his research on the product, has shown his interest in the aforesaid KNOWHOW/PROCESS for using the same in its business venture.

WHEREAS the KUN and the HIPL have come to an understanding that the KUN would allow the HIPL to non-exclusively utilize the KNOWHOW/PROCESS developed by the KUN for the business venture of the HIPL along with the plant/machinery, etc. after the due permission of Ministry of Environment, Forest & Climate Change, Government of India, New Delhi.

AND WHEREAS NMHS-PMU, GBPIHED is desirous to entrust the technology transfer to NRDC, as 'NRDC' is a company established by the Government of India with the objectives, inter-alia of promotion, development, licensing and commercial exploitation of indigenous technology, know-how and inventions, including the technical and engineering know-how generated by various publicly funded R&D laboratories and institutions. Since its inception, 'NRDC' has already transferred to industry and successfully commercialised a large number of technologies both in India and abroad.



KUN, HIPL, GBPIHED (NMHS-PMU) and NRDC will be referred to individually as Party and jointly as Parties.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND THIS MOU WITNESSETH AS UNDER:

1. That the KUN, GBPIHED (NMHS-PMU), NRDC and HIPL shall endeavor to enter into a license agreement for the grant of License to HIPL for non-exclusive use of the KNOWHOW/PROCESS developed by KUN under NMHS project as detailed above.
2. That the NRDC shall start the proceedings of the grant of License through technology transfer agreement and the transfer of KNOWHOW to the HIPL, as soon as the KUN/NRDC receives the letter of approval for the grant of technology transfer from the Ministry of Environment, Forest and Climate Change, Mountain Division, Government of India, New Delhi.
3. That the license agreement referred to above shall be executed as early as possible, after the execution of the instant MOU, and on receipt of letter of approval from the Ministry of Environment, Forest and Climate Change, Mountain Division, Government of India, New Delhi.
4. That the KUN/NRDC will give permission to the HIPL to IMMEDIATELY start production of the Graphene material and by-products through the KNOWHOW/PROCESS developed by the KUN.
5. That the KUN assures the HIPL of the non exclusive sharing of the KNOWHOW/PROCESS with the HIPL and the KUN would not share the aforesaid technology details with any other person, firm or institution.
6. That the FINANCIAL ASPECTS regarding the payment of the consideration for the use of the above-referred KNOWHOW/PROCESS shall be formulated and finalized as per the decision of KUN, NMHS-PMU, GBPIHED, MoEF&CC and NRDC on sharing of benefit of IPR generated under NMHS project and it will be agreed by both the parties.
7. That the parties shall also ensure the finalization of the TECHNICAL ASPECTS of the grant of License expeditiously and would endeavor to execute the agreement for the grant of License preferably within SIX MONTHS. This MOU shall remain valid and active till the execution of the agreement of grant of license to HIPL.



8. That the parties shall also ensure that the execution of the technology transfer agreement within the stipulated time and would avoid introducing any third-party interest for negating any controversies causing delay in execution of the agreement.

9. That the parties agree that the instant MOU reflects the broad terms of their agreement and they agree to execute and sign a detailed agreement for the grant of License and further agreements in writing as may be required from time to time to give effect to the development and promotion of the product derived from the aforesaid project and its further derivatives.

10. It is further agreed that the Vice-Chancellor, KUN and Director, HIPL and representative of NMHS-PMU, GBPIHED and NRDC through periodic meetings will monitor the work progress under this MoU. Any change/modification in the working as introduced/suggested by the Review Committee (Comprising of Vice-Chancellor, KUN and Director, HIPL, representative of NMHS-PMU, GBPIHED and NRDC and other members as may be mutually decided by them) under this MOU shall be acceptable to all the PARTIES.

11. INDEMNITY

Either party shall save and indemnify, protect and keep saved and indemnified the other party against all claims, actions, losses, costs, damages, expenses, legal suits and other proceedings resulting from and arising out of actions, inactions or negligence of either party or their employees, agents or for violation of any provision of this MOU or any provision thereof by any party or its employees or for infringement of patent of any third party.

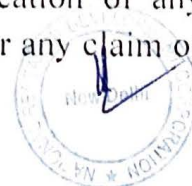
12. TERM AND TERMINATION

12.1 This MOU shall remain valid and active till the execution of the technology transfer Agreement to HIPL.

12.2 The KUN, NRDC and NMHS-PMU, GBPIHED may terminate or suspend this MOU in whole or in part for any material breach committed by the HIPL under this MOU.

13. ARBITRATION AND JURISDICTION

A. (i) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this MOU including the rights or liabilities or any claim or



demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this MOU, such disputes or differences shall be settled under the Rules of Delhi International Arbitration Center, New Delhi by Sole Arbitrator to be appointed out of the panel of arbitrators of Delhi International Arbitration Center (DAC) with the consent of all the parties failing which the aggrieved party shall approach the court of competent jurisdiction for the appointment of the Sole Arbitrator in accordance with the Arbitration and Conciliation Act, 1996 (As amended/modified from time to time) and Rules framed there under for the time being in force (the Act) and the reference to arbitration shall be deemed to be submission within the meaning of the Act.

(ii) If however, any party does not make any claim or demand or raise any dispute or difference against the Other parties in terms of this clause within one year from the date on which such claim or demand arises, then it shall be deemed that the parties have waived and abandoned such claim or demand or the right to raise such dispute or difference against the other parties..

(iii)(a) The venue of the Arbitration shall be at Delhi International Arbitration Center at New Delhi.

(b) Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.

(c) The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this MOU expires or ceases to exist or is terminated or revoked or declared unlawful.

B. The High Court of Delhi at New Delhi and Courts subordinate to it shall have exclusive jurisdiction in all matters concerning this MOU, including any matter arising out of the Arbitration Proceedings or any Award made therein.

14. NOTICE

Any Notice or request to be given or made by one party to the other shall be in writing and posted, delivered personally or sent by Courier, Registered or certified mail or Facsimile transmission. Such notice or request shall be deemed to have been duly served/received by the party



to whom it is addressed if it is given or made at such party's address specified below:

KUMAUN UNIVERSITY (KUN)

Nainital – 263001

Uttarakhand

E-mail: registrar@kunainital.ac.in

Mobile No.: 9411159842

Telephone No.:05942-235563

HEXORP INDUSTRIES PRIVATE LIMITED

Registered Office at 84/1,

Headingly Estate, Mall Road,

Tallital, Nainital-263002,

Uttarakhand

E-mail: akshatshah10@gmail.com

Mobile No.: 9997533330

Telephone No.:

NMHS-PMU

**G.B. Pant National Institute
of Himalayan Environment &
Sustainable Development**

Kosi-Katarmal, Almora-263 643,

Uttarakhand,

E-mail: nmhspmu2016@gmail.com

Mobile No.: 9412092090

Telephone No.: 05962241041 (Extn. 106)

AND

National Research Development Corporation (NRDC),

Anusandhan Vikas', 20-22, Zamroodpur Community Centre,



Kailash Colony Extension, New Delhi – 110 048

E-mail: cmdnrdc@nrdc.in

Mobile No.: 9599229217

Telephone No.: 29240401-7

15. This MOU will come into force from the date on which it is signed by all the parties.
16. The MOU has been prepared in four originals so that each party may have one original for their reference and record.





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IN WITNESS WHEREOF, KUN, HIPL, GBPIHD and NRDC have set their respective hands and seals on these presents on the date, month and the year first above written in the presence of the following witnesses:

For and on behalf of
**Kumaun University,
Nainital**


(K. R. BHATT.)

REGISTRAR
कुल सचिव,
कुमायूँ विश्वविद्यालय
नैनीताल.

For and on behalf of
**Hexorp Industries Pvt. Ltd.,
Nainital**

HEXORP INDUSTRIES (OPC) PRIVATE LIMITED
(Akshat Sah)

DIRECTOR  DIRECTOR

For and on behalf of
**NMHS-PMU,
G.B. Pant National Institute
of Himalayan Environment
& Sustainable Development,
Almora, Uttarakhand**




(Er. Kireet Kumar)
Nodal Officer
National Mission on Himalayan Studies
G.B. Pant Institute
Almora


For and on behalf of
**National Research Development
Corporation, New Delhi.**



Dr. H. Purushotham,
Chairman and Managing Director
National Research Development Corporation
(An Enterprise under the Ministry of Science
and Technology, Govt. of India)
New Delhi-110048


WITNESSES

1. Signature 
Name Prof. N. G. Sahoo
Address Dept. of Chemistry

3. Signature 
Name Jagdish Chandra
Address GSD, NMHS, Kari, Kalmukh

WITNESSES

2. Signature 
Name Manohar Nandan Shah
Address

4. Signature 
Name DC Jashi
Address NRDC New Delhi


Vice-Chancellor
Kumaun University
NAINITAL.

