



Memorandum of Understanding

THIS Memorandum of Understanding is made on the 10th of March 2023.

Between

Elixir Ecobiotek Pvt. Ltd., a company incorporated in India and having its registered address at 2-72, Besides Kodanda Ramalayam, Annavaram (Village), Bhimavaram (Mandal), West Godavari District, Andhra Pradesh-534202, (hereinafter called **Elixir**); and **Indo Nordic EU Water Forum**, a Trust incorporated in India and having its address at **INEUWF India**, c/o Embassy of Finland E-3, Nyaya Marg, Chanakyapuri, New Delhi, Delhi 110021, (hereinafter called "**INEUWF**"). **Ajeenkya DY Patil School of Engineering**, an Educational trust registered in India having its address at Lohgaon, Charholi Budruk, Pune – 412105, Maharashtra (INDIA), herein called as (**ADYPSOE**) and **Palavi Trust**, a NGO registered in India having its address at Gandhale Heights, Office No. 102, Near Bhavani Sweet, Alandi Road, Pune, Maharashtra-412105, herewith called as (**Pal**), (collectively referred to as the "**Parties**").

Recital:

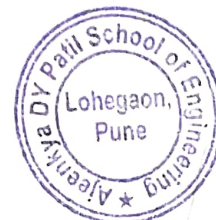
1. The Parties are desirous of collaboration using both Parties core competencies and technologies/products.
2. For the purpose of the collaboration, it may become desirable or necessary for all the Parties to disclose to each other Confidential Information (as defined below).
3. To facilitate the discussions for the collaboration, the Parties have agreed to enter into this Agreement and be bound by the terms and conditions hereinafter set forth governing the disclosure, use and protection of the Confidential Information.

NOW THEREFORE THIS MoU WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree as follows:

WHEREAS, the Parties desire to enter into an agreement to collaborate in the areas of Research and Development, Implementation of Projects and works relevant to environmental Pollution, Liquid and Solid waste Treatment Solutions, Bioremediation, Robotics, Rural technologies and any technologies and services that may be relevant for the upliftment of lives of people.; and

WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavor;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:





Memorandum of Understanding

1. **Purpose and Scope.** The Parties intend for this MOU to provide the foundation and structure for any and all possibly anticipated binding agreement related to :

- Environment and climate resilient technologies
- Urban and rural water and sanitation
- Education
- Women and Child Rights
- Safe Drinking water and Health
- Security and surveillance
- Robotics and Information Technology relevant to rural and semi urban population
- Biotechnology
- Bioremediation
- Agriculture, Aquaculture, Animal health and food processing
- Waste management
- Entrepreneurship and alternative livelihoods
- Activities related to Sustainable Development Goals (SDGs)
- Renewable energy and biofuels
- Low cost transportation and electric mobility
- Skill development and related activities.
- Smart Cities and Smart Villages
- Traditional Knowledge systems and Tribal welfare activities.

This MOU should not establish or create any type of formal agreement or obligation. Instead, it is an agreement between the Parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in the support of an effective and efficient partnership to establish and maintain objectives and commitments with regards to all matters related to social and extension activities, technology development and the objectives in the scope of the MoU.

2. **Objectives.** The Parties agrees as follows:

- a. The Parties shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfillment of the purpose of the MOU.
- b. It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies, or organizations.
- c. The Parties shall mutually contribute and take part in any and all phases of the planning and development of any relevant Information of knowledge and skills/technologies as below to the fullest extent possible.

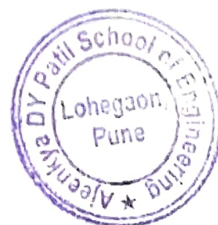
- i. Environmental Pollution control and Environment Protection.
- ii. Biotechnology
- iii. Information Technology and Electronics Engineering
- iv. Conducting Hackathons and Idea Competitions among students
- v. identification of Grass root innovations
- vi. Intellectual Property rights.
- vii. Education and Skill development





Memorandum of Understanding

- viii. Energy and mobility
 - ix. Innovations in Agriculture and allied sectors
 - x. Participation in Collaborative Research and Development projects and Funding opportunities.
 - xi. Participation in Tenders or contracts awarded by public and private funding agencies.
- d. This MOU is not intended to create any rights, benefits, and/or trust responsibilities by or between the Parties.
- e. The MOU shall in no way obligate either Party to supply funds to maintain and/or sustain any commercial, financial or tangible or intangible assets which may be relevant to fulfilling the objectives of the MoU.
- f. **Intellectual Property Rights:** Any intellectual property that may be generated as part of collaborative efforts either through Government of India/Foreign collaborations, contract research activities, technologies developed by the parties shall be shared by all the partners. However individual partners shall have sole rights of ownership of IPR that may be proprietarily developed as part of any activity that may be collaboratively conducted by all the partners.
- g. **Revenue Sharing:** Any Revenues that may be generated from the collaborative efforts or projects or activities shall be shared after the expenditure has been accounted for on a Pro-rata basis based on the contribution of each partner both in financial as well as operational aspects that may be required for the project.
- h. **Display of Information:** The names of all partners shall be displayed with equal prominence in any sites of execution of projects which are collectively handled by the partners of this MoU.
- i. **Right of First Refusal:** The SME Partner shall have the right of First refusal of commercializing any new Technology or Process or product or IPR which might be generated as part of activities involved in the execution of Projects. In the case of Publicly Funded projects, the SME partner shall be given first priority of inclusion as SME partner in research and development areas relevant to the objectives of the MoU. However, individual partners of the MoU shall have the right to select other SMEs in case of any other funded activities proposed in their individual level. Any new parties, with common goals can be brought into the MoU on mutually agreed terms and conditions among partners.
- j. **Breach of Trust:** The members of this MoU will have the right to terminate any partner who commits the act of breach of trust on terms agreed in the MoU , subject to approval by a majority. Any deviations from agreed terms under unforeseen conditions by any of the individual partners shall be intimated in writing to the partners of this MoU and such informed deviation shall not be considered as Breach of trust. Also any transaction either financial or non-financial shall be made transparent to all partners.
3. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue until **Five Years** or termination on mutually agreed terms among the Parties.





Memorandum of Understanding

4. **Termination.** This Agreement may be terminated at any time by either Party upon 60 days written notice to the other Party.

5. **Representations and Warranties.** All Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

6. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

7. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.

8. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

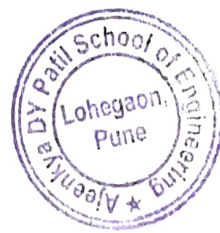
9. **Waiver.** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

10. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

11. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in India and throughout the World. The Parties each represent that they have the authority to enter into this Agreement.

12. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by Indian Government law and in the Jurisdiction of the Courts of New Delhi.

13. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.



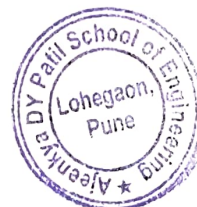


Memorandum of Understanding

Non-Disclosure Agreement

"Confidential Information" shall mean all information, written, oral, pictorial or in other tangible form including prototypes and samples which currently is or which in the future may be identified by either Party as proprietary, confidential or secret and includes, without limitation, all information which by its nature the recipient knew or should have reasonably known was or would be proprietary, confidential or secret. Without prejudice to the generality of the foregoing, Confidential Information includes, without limitation:

- (i) any information which relates to the existing or future research, development, marketing, financial or business activities of the Parties;
 - (ii) any plan, drawing, report, calculation, specification, instruction, diagram, electronic database, catalogue, manual and data;
2. For the avoidance of doubt, it is agreed that each Party shall clearly identify such Confidential Information when furnishing it to the other Party by marking or indicating it clearly as Confidential Information. If the disclosure of Confidential Information is oral, the disclosing Party shall identify the Confidential Information in writing to the other Party within ten (10) days of the disclosure.
 3. All Confidential Information shall be kept in strict confidence by all Parties and each Party shall use the same degree of care to prevent and avoid unauthorized disclosure and reproduction thereof by their respective employees or any other third party as it uses to prevent and avoid such disclosure and reproduction of its own Confidential Information of similar nature which it does not desire to have disseminated or published provided always that the standard of care exercised shall not be less than a reasonable standard. All Confidential Information shall be used by all Parties for the sole purpose of the Project and may only be disclosed to its employees or any other party on a strictly need to know basis. Each Party shall also ensure that the same obligation of confidentiality shall at all times be observed and maintained by such employee or other party to whom the Confidential Information is disclosed.
 4. Confidential Information shall not include information which
 - (a) is or becomes available to the public domain in any way without breach of this Agreement by the receiving Party; or
 - (b) was already known to the receiving Party at the time of disclosure, as evidenced by documents contained in its records; or
 - (c) is disclosed with the written approval of the disclosing Party; or





Memorandum of Understanding

- (d) becomes known to the receiving Party from a third party without any restriction to maintain such information in confidence; or
- (e) the receiving Party is compelled to disclose under law or pursuant to a court order or a lawful request from government agencies or the Stock Exchange. The receiving Party shall take immediate steps to notify the other Party of such disclosure in advance.
5. Nothing in this Agreement shall grant to either of the Parties the right to make commitments of any kind for and on behalf of the other Party/parties. This Agreement shall not constitute, create, give effect to or otherwise imply a joint venture or partnership or formal business organization of any kind. The exchange of Confidential Information hereunder does not constitute or otherwise imply an offer, acceptance or promise for any future contract or amendment to any existing contract, between the Parties. Nothing in this Agreement shall be construed as granting any rights, by license or otherwise in any Confidential Information of either of the Parties.
6. All the Parties agree that upon written request of the other Party or upon expiry or termination of this Agreement, each Party shall either return to the other Party or destroy all Confidential Information furnished hereunder by that Party, together with any copies thereof.
7. Neither party may make and/or retain copies of any Confidential Information under this Agreement.
8. This Agreement shall be effective and shall stay in force for a period of Five (5) years from the date first stated above unless sooner terminated by either party on Sixty (60) days prior written notice to the other PROVIDED that the provisions of this Agreement shall continue to apply to any Confidential Information disclosed prior to such termination date for a further period of five (5) years from the date of termination or expiry.
9. If any provision of this Agreement is invalid or illegal, then such provision shall be deemed automatically amended or varied to conform to the requirements for validity or legality and such provision so amended or varied, shall be deemed a provision of this Agreement as though originally included. If the provision invalidated is of such a nature that it cannot be so amended or varied, the provision shall be deleted from this Agreement and deemed as if the provision had never been included and in either case, the remaining provisions of this Agreement shall remain in full force and effect.
10. Any notice given hereunder shall be in writing and shall be hand delivered or sent by post or email to the address set out below and any notice shall be deemed to be given if hand delivered at the time of delivery or if sent by post at the date of mailing and if sent by email the date of the transmission of the said email is received.

a. Name of Party : Elixir Ecobiotek Pvt. Ltd

Address : 2-72, Kodandaramalayam Street,

Annavaram (Village), Bhimavaram (Mandal)





Memorandum of Understanding

West Godavari District, Andhra Pradesh-534202, India

Contact Person : Dr. Renu Sarath Babu Vegensa, Managing Director

b. Name of Party : **Indo Nordic EU Water Forum**

Address : **INEUWF India**, c/o Embassy of Finland E-3, Nyaya Marg, Chanakyapuri, New Delhi, Delhi 110021

Contact Person : Anshul Jain

c. Name of Party : **Ajeenkya DY Patil School of Engineering**

Address : Lohgaon, Charholi Budruk, Pune – 412105, Maharashtra

Contact Person : Dr. Saniya Ansari, Dean Innovation Ecosystem

Dr. F B Sayyad, Principal,

and Dr. Dr. Kamaljeet Kaur, Director, Technical Campus

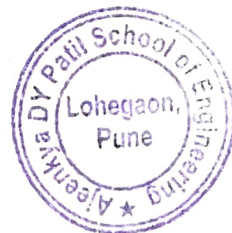
d. Name of Party : **Palavi Trust**

Address : Gandhale Heights, Office No. 102, Near Bhavani Sweet, Alandi Road, Pune, Maharashtra-412105

Contact Person : Shri Dhyaneswar Indore, Chairman

Col (Dr.) S S Malik, Managing Trustee and Co-ordinator.

11. No addition to or modification of any provision of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorized representative of each Party.
12. This Agreement shall be governed by and construed in all respects according to the laws of India and the Parties hereto submit to the exclusive jurisdiction of the courts of India.
13. Each Party shall be responsible for its own costs and expenses in the preparation, negotiation and execution of this Agreement and the transactions contemplated hereunder.
14. No failure or delay by any party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege hereunder.
15. Neither Party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior consent of the other Party provided that an assignment may be made to a subsidiary or holding company of the assignor.
16. A person or entity who is not a party to this Agreement shall not have any right under the





Memorandum of Understanding

Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to set their hands the day and year first above written.

Signed by:

Dr. Renu Sarath Babu Vegesna

for and on behalf of Elixii Ecobiotek Pvt Ltd
Designation: Managing Director

Signed by:

Dr. Saniya Ansari,

for and on behalf of Ajeenkya DYPSOE
Designation: Dean Innovation Ecosystem

Signed by:

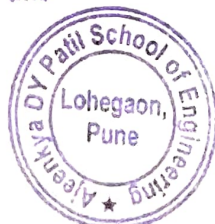
Dr. F B Sayyad

for and on behalf of Ajeenkya DYPSOE
Designation: Principal

Principal

**Ajeenkya DY Patil School of
Engineering, Lohegaon, Pune**

8 | 3



Signed by:

Anshul Jain

for and on behalf of Indo Nordic EU Water
Forum

Designation: Managing Trustee

Signed by:

Adv. Dhyaneshwar Indore
Adv. Dhyaneshwar Indore Dr. S S M A C I K

for and on behalf of Palavi Trust

Designation: Chairman

Signed by:

Dr. Kamaljeet Kaur,

for and on behalf of Ajeenkya DYPSOE

Designation: Director, Technical Campus





Empowerment through quality to have the education
By DY Patil Educational Enterprises Charitable Trusts

AJEENKYA

DY PATIL SCHOOL OF ENGINEERING
(Formerly known as DY Patil School of Engineering)

AICTE ID - I-3847411

AISEE Code - C-46648

DTE Code - EN6732

SPPU PUJN Code - CEGP015720

(Approved by AICTE, Recognized by Govt. of Maharashtra, Affiliated to Savitribai Phule Pune University)

(Accredited by NAAC, NABL & ISO 9001:2015 & 21001:2018 Certified Institute)

Date: 14.03.2023

Subject: Regarding details of Expert lecture delivered and moderator in Water Summit 09-10 March 2023, Delhi

Name of Event: SPRING WATER SUMMIT, 8-10 March 2023 - New Delhi, India

Details of Event:

The motive behind SPRING water summit was to bringing together water stakeholders from India and Nordics/Europe. With this context, India and EU jointly funded seven water projects under Horizons 2020, SPRING being one of them <https://en.uit.no/project/springeuindia-eu>.

One of the deliverables of the project was to establish an entity in India and frame the post-project viability of the research. SPRING Water Summit in collaboration with Indo Nordic Water Forum organised on 9-11 March 2023 in Delhi is the initiation of this process to bring the Indian and Nordic water stakeholders together.

It saw participation from research organisations, universities, government and private organisations from India and Nordic countries. Keynote address was delivered by Hon Mr Bharat Lal, Director General, National Centre for Good Governance and Founder Director, Jal Jeevan Mission. The inaugural was also addressed by HE Ms Ritva Koukku-Ronde, Ambassador of Finland to India, HE Mr Hans Jakob Frydenlund, Ambassador of Norway to India and Ms Kamilla Kristensen Rai, Urban and Water Counsellor, EU Delegation to India. Companies and organisations from India, Finland, Norway, Denmark, Sweden, Germany, Netherlands, Switzerland, Hungary and Portugal attended the event. Experts have delivered the session on various issues like, Challenges and Opportunities in Financing of Indian Water Sector (India), "Using technology for IR4.0 solutions in the water industry" (Finland), "Sustainable Solution for River/Marine Plastic Pollution"

When drops come together, they make water bodies - ponds, lakes, rivers, ocean, etc. similarly, all such initiatives will make water security, a huge ball of success, the motto is building partnership, working together & changing lives.

Dr. Samiya Ansari
SPRING Project-PI.

Department of E & TC Engineering.

Ajeenkya DY Patil School Of Engineering, Pune



SPRING Water Summit-March 2023



Expert session on S-BIRD



SPRING Project Partner meeting