

Memorandum of Understanding (MOU)

Between

Shree Guru Gobind Singh Tricentenary University (SGT University) located at Budhera, Gurugram-Badli Road, Gurugram, Haryana – 122505 represented by its Registrar (which expression shall unless repugnant to the context or contrary to the meaning thereof be deemed to mean and include its successors in business and permitted assigns/ partners for the time being and the survivor or survivors of them)

and

CST Envirotech having its office at 1234, 1st floor, Plus Office, Landmark Building, Sector 67, Gurgaon, Haryana – 122101 represented by Dr. Jagjit Singh, which expression shall unless repugnant to the context or contrary to the meaning thereof be deemed to mean and include its successors in business and permitted assigns/ partners for the time being and the survivor or survivors of them)

Purpose of the MOU:

This Memorandum of Understanding (MOU) establishes a collaboration between Shree Guru Gobind Singh Tricentenary University (SGT University) and CST Envirotech for the testing of a 2 KW dual-fuel engine powered by hydrogen. This research initiative holds paramount significance in the realm of green energy, aiming to contribute to global carbon emission reduction by showcasing the engine's thermal exhaust utilization. The project aligns with renewable energy integration, emphasizing the potential of hydrogen as a clean energy carrier produced from renewable sources. Beyond its environmental benefits, the collaboration serves as a technology showcase for industries, demonstrating the feasibility and practicality of hydrogen-powered solutions. It also has educational and research impacts, providing students and researchers with hands-on experience in green energy technologies, contributing to the development of a skilled workforce. Positioned as leaders in sustainable practices, SGT University and CST Envirotech aim to inspire a global movement towards a more sustainable future, fostering economic growth in the emerging green technology sector.

Objectives of the Collaboration:

This Memorandum of Understanding (MOU) between Shree Guru Gobind Singh Tricentenary University (SGT University) and CST Envirotech outlines the collaboration with the following core objectives:

1. Feasibility and Practicality Assessment: To comprehensively measure and evaluate the feasibility and practicality of hydrogen-based power generation using the proposed system. This assessment will consider factors such as energy efficiency, environmental impact, and economic viability.

2. Performance and Efficiency Evaluation: To rigorously assess the performance and efficiency of the gas engine when fuelled by hydrogen produced through the alkaline


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electrolyser. This evaluation will encompass various operational parameters and environmental conditions.

3. Self-Sustainability and Reliability Check: To ascertain the self-sustainability and reliability of the electrolyser's power source. This will involve an examination of the power source's autonomy and its ability to consistently support the electrolysis process.

4. Utilization of Thermal Exhaust: To investigate the thermal exhaust generated during the operation of the hydrogen-fuelled engine and explore potential applications for this thermal energy in various industries. The aim is to identify practical and efficient ways to harness and utilize this thermal energy.

The central goal of this collaboration is to measure the amount of hydrogen required to run the genset and, more critically, to gauge the thermal energy produced by the engine for potential applications across industrial sectors. This MOU serves as the foundation for a collaborative effort to advance clean and sustainable energy solutions.

Parties to the MOU:

This Memorandum of Understanding (MOU) is entered into by and between the following parties:

Party 1:

Name: Shree Guru Gobind Singh Tricentenary University (SGT University)

Commonly Called: SGT University Location: Budhera, Gurugram district, Haryana, India

Party 2:

Name: CST Envirotech

Address: 1234, 1st floor, Plus Office, Landmark Building, Sector 67, Gurgaon, Haryana, India

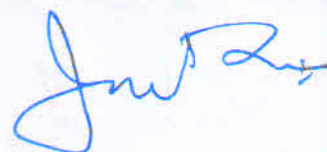
Scope of Collaboration:

1. Infrastructure Provision: Party 1 (SGT University) will provide the necessary infrastructure to facilitate the testing and experimentation of the engine designed by Party 2 (CST Envirotech). This includes the physical facilities and resources required for the project.

2. Joint Study: Both parties will engage in a collaborative study focused on the assessment of power generation, hydrogen utilization, and the harnessing of thermal energy produced during the testing phase.

3. Joint Research Paper: As a result of the collaborative study, a joint research paper will be prepared. This research paper will be the shared intellectual property of both Party 1 and Party 2, reflecting the collective research findings and insights.


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4. Project Feasibility Clause: In the event that the project is determined to be unsuccessful or not feasible, and upon mutual agreement between both parties, Party 2 reserves the right to retrieve its engine and other components.

5. Successful Completion: Upon successful completion of the project, Party 1 and Party 2 will proceed to sign a formal collaboration agreement. This subsequent agreement will outline the terms and conditions for the extended collaboration, where Party 1 will continue to provide infrastructure support and commit to a minimum financial contribution to support the project's further development.

6. Financial Terms: The financial arrangement for the collaboration will be based on a 50:50% sharing of financial gains, reflecting a balanced partnership in terms of financial benefits.

Terms and Conditions:

1. Duration of the Agreement: This Memorandum of Understanding (MOU) shall be in effect for a duration of one year from the date of signing, unless mutually extended or terminated in writing by both parties.

2. Confidentiality and Data Sharing:

Confidentiality : Each party shall:

- i. Protect any Confidential Information provided by the other party with the same degree of care as it exercises for its own information of like nature and;
- ii. use Confidential Information for the sole purpose of fulfilling its obligations under this MoU; and
- iii. return all Confidential Information to the disclosing party promptly upon the expiration or termination of this MoU.

The obligation to safeguard Confidential Information shall not apply to information which: is already known to the receiving Party without breach of the provisions of this Agreement; is or becomes part of the public domain without breach of the provisions of this Agreement; is lawfully obtained from a third Party without any obligation of confidentiality; is required by law to be disclosed by the receiving Party; is independently developed by receiving Party without reference to Confidential Information provided by another Party.

"Confidential Information" means any written information which a Party deems proprietary and clearly marked as "Confidential" or any proprietary information provided verbally from one Party to another and subsequently identified as confidential at the time of disclosure. Confidential Information may include, without limitation, computer programs, software or hardware products, product development plans, code, documentation, algorithms, know-how, trade secrets, formulas, processes, procedures, ideas, research, inventions, (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts, strategies, names and expertise of employees and consultants, customer or partner information, customer data. Except as otherwise provided


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herein, neither party shall use any trademark, service mark, logo or other proprietary right of the other party without that party's written consent.

Data Ownership: Except for the permitted use of Confidential Information, each party acknowledges that, under this MoU, a party neither acquires any intellectual or other property, including but not limited to copyright, trademark, business or trade secrets, methodologies, professional techniques, works of authorship, training material, courseware or content ("IP") from the other party nor any right in IP from the other party.

Each Party shall retain all right, title and interest in its works, creations and inventions, including all intellectual property rights therein (collectively "IPR Rights") and nothing herein is intended or shall be deemed to be a transfer, license, release or waiver of its IPR Rights. Either party may use the name, registered trademarks, service marks, logos, insignia or any other proprietary designation (collectively the "Marks") of the other Party or its products or services with the other Party's prior written approval, however, nothing in this Agreement shall be deemed, construed or interpreted as granting to either Party any right to use any of the Marks, products or services of the other Party. While using the said Marks, the party which uses the said Marks, shall comply at all times with the current version of the applicable mark and logo guidelines of the other party without any fail. All data generated, collected, or produced during the collaboration shall remain the exclusive property of both parties.

Data Sharing: Sharing of measured data in any form with third parties or external entities will require the prior written permission of each party, obtained through mutual agreement.

3. Reporting and Progress Monitoring:

Reporting Responsibility: Party 1 (SGT University) shall be responsible for maintaining and providing regular reports on the progress of the collaboration, as well as sharing findings and updates with Party 2 (CST Envirotech).

Progress Monitoring: Both parties shall actively engage in progress monitoring and exchange information to ensure effective project management and achievement of mutually agreed-upon goals.

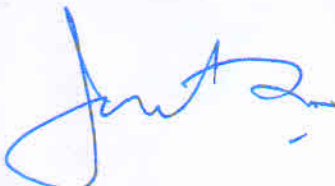
Financial Terms:

1. Cost Sharing: Both parties mutually agree not to charge any fees for the collaboration outlined in this agreement.

2. Cost Allocation:

Infrastructure Costs: The responsibility for infrastructure costs, including man-hours, electricity, and other associated expenses required to conduct the testing of the unit, shall be borne by Party 1 (SGT University).


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Equipment Costs: All equipment costs, encompassing the procurement, will be the responsibility of Party 2 (CST Envirotech).

Dispute Resolution:

1. Open Discussion: In the event of any dispute or disagreement arising during the testing and collaboration, both parties commit to making every effort to resolve the matter through open and constructive discussions. The primary aim is to reach an amicable resolution and continue the collaborative efforts.

2. Legal Recourse: If a dispute cannot be resolved through open discussion and mutual agreement, either party may seek legal recourse through the appropriate judicial channels.

Termination:

This Memorandum of Understanding (MOU) may be terminated if either party is not satisfied with the terms, commitments, or progress of the collaboration. Termination shall be effective upon 30 days prior written notice from the dissatisfied party to the other party. The termination by either of the parties shall not relieve that party of its obligations accrued under this MOU, prior to such termination.

Indemnification:

Party 2 will indemnify, defend and hold harmless the Party 1 and its officers, employees, agents, representatives and successors and assigns (collectively, "Indemnified Parties") from all claims, damages, assessments, costs, losses and other expenses of any kind, including but not limited to reasonable attorneys' fees and court costs arising out of or resulting from any claim, demand, suit, action or other proceeding brought against any of the Indemnified Parties (collectively, "Claims") (A) that arise out of or relate to any allegation of infringement, wrongful use or misappropriation of any intellectual property right by: (i) the Party 2, (ii) the Party 2's products and/or services furnished under this MOU; or (iii) the use thereof by the Party 1, any students enrolled or any other beneficiary as contemplated under this MOU; and (B) that arise out of or relate to any allegation of deficiency in services or performance of obligations of the Party 2 under this MOU.

Miscellaneous:

1. Governing Law and Jurisdiction: This MOU shall be governed by and construed in accordance with the laws of India, and any legal disputes or claims arising under or in connection with this MOU shall fall under the jurisdiction of the Gurgaon court.

2. Amendments to the MOU: Any amendments or modifications to this MOU shall be valid and enforceable only if made in writing and agreed upon by both parties. Such amendments shall become an integral part of this MOU.

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3. Relationship: Nothing in this MoU shall create or imply any agency, venture, partnership, representative, or employment relationship between the parties. This MoU shall not be constructed as authority for either party to act for the other party in any capacity, or to make commitments of any kind for the account of or on behalf of the other party.

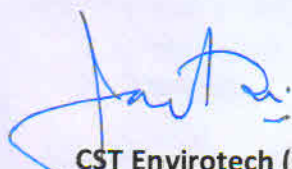
4. Liabilities: No Party shall be liable to another for indirect or consequential damages. Each party shall be responsible for its officers, employees, agents, contractors intentional or negligent acts or omissions and howsoever caused, to the extent allowed by applicable law.

5. Partial Invalidity: If any clause, paragraph, term or provision, of this MOU or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, such clause, paragraph, term or provision shall be deemed several and the remainder of the MOU shall remain valid and enforceable.


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Budhera, Gurugram

The Registrar

Shree Guru Gobind Singh Tricentenary University (SGT University)
Budhera, Gurugram-Badli Road, Gurugram, Haryana



CST Envirotech (CEO)

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