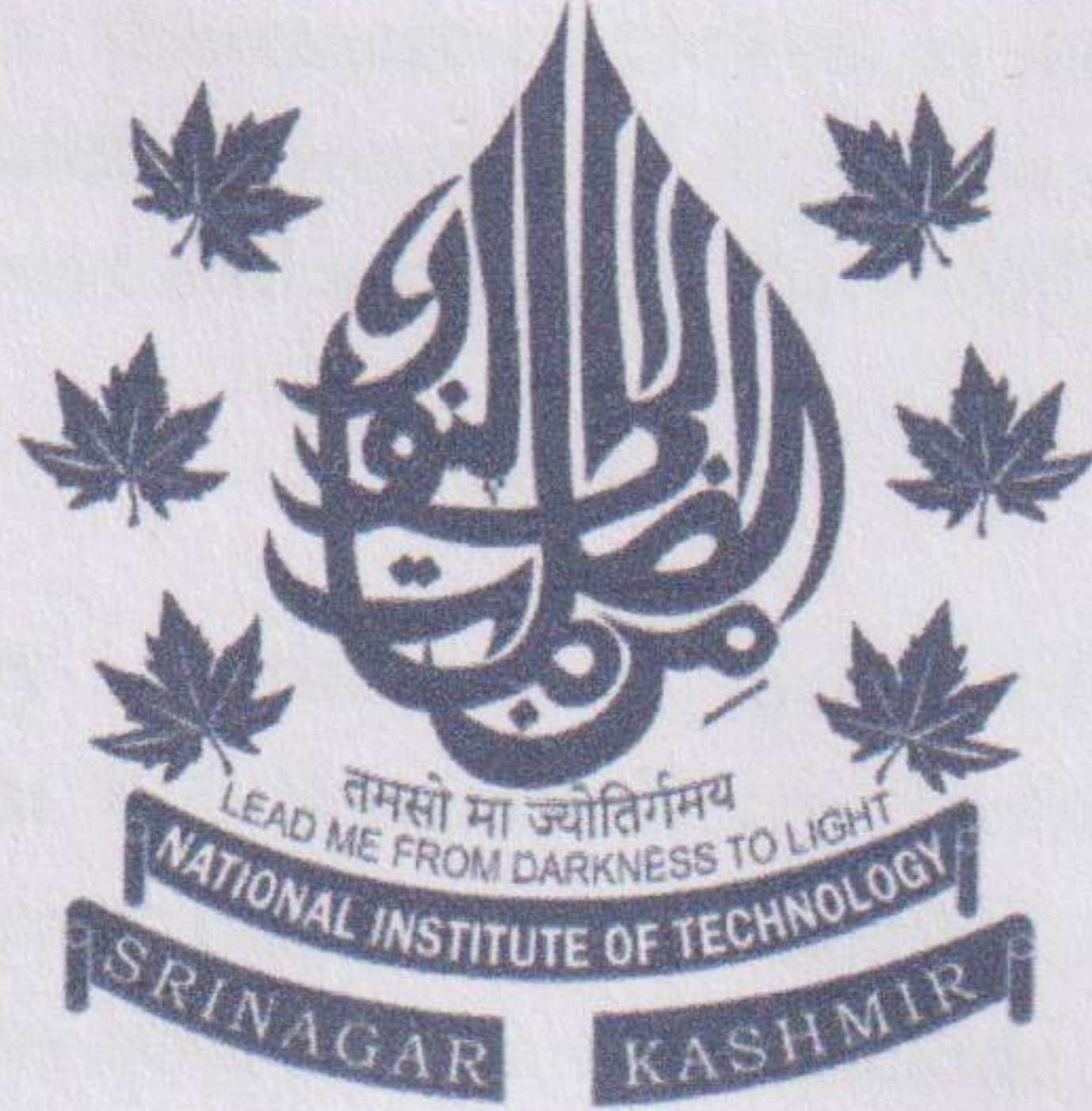


MEMORANDUM OF UNDERSTANDING

Between



NATIONAL INSTITUTE OF TECHNOLOGY SRINAGAR

(Republic of India)

and



ENGINEERS FOR SUSTAINABLE ENERGY SOLUTIONS

(USA)

June , 2021.

Memorandum of Understanding

This Memorandum of Understanding (MoU) is executed at Srinagar on this 07th day of June, 2021,
 "(hereinafter referred to as the Effective Date)"

between

National Institute of Technology Srinagar, a Centrally Funded Technical Institute, established under National Institutes of Technology Act, 2007, having Educational Campus & Administrative Offices at Hazratbal, Srinagar, 190006, J&K; India. (hereinafter referred to as the NIT Srinagar & acting through its **Director** as its "Signing Authority", which expression shall, unless excluded by or repugnant to the context be deemed include its successors-in-interest and assigns) of the FIRST PART.

and

Engineers for Sustainable Energy Solutions, a non-profit corporation incorporated by the Commonwealth of Kentucky, located at 836 Whitney Drive, Paducah, Kentucky 42001, United States of America, (hereinafter for the sake of brevity referred to as "ESES") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-business and permitted assigns) of the SECOND PART,

NIT Srinagar and ESES are hereinafter individually referred to as "Party" and collectively as "Parties"

Whereas;

National Institute of Technology Srinagar is a public engineering and research institution, governed by the National Institutes of Technology Act, 2007. It is the 7th in the chain of 17 NITs established and is leading engineering and research institute.

Engineers for Sustainable Energy Solutions Corporation ("ESES") is a non-profit with its mission to foster research, outreach and education based on cultivating sustainable energy solutions with regions that may most benefit from these solutions around the world by seeking to: conduct and support research; produce and disseminate educational materials; and create deployable solutions that support the stated mission.

ESES and NIT Srinagar, herewith, join in this MOU on the promotion of education and research exchanges between the Parties:

This MOU signifies a partnership in which the Parties herein agree to cooperate in mutually beneficial ways to develop educational and research partnerships, producing future generations of academic leaders and educators for respective countries. The Parties agree generally to work together in the following areas:

1. AREAS OF COOPERATION

Specifically, the Parties agree on the following areas of cooperation:

- i. **Waste Plastics Management:** Collaborate in developing and introducing a technology for the management and beneficial use of waste plastics as marketable fuel to solve the perennial challenges of sanitation confronting the Republic of India.

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- ii. **Outreach Activities:** Collaborate in educating the people of India in principles of circular economy and management and beneficial use of waste plastic as marketable fuel within the Republic of India.
- iii. **Capacity-Building:** The Parties will identify ways in which ESES can provide assistance to NIT Srinagar in building the capacity of the local communities in the area of plastic waste management and circular economy.

2. PROVIDED ALWAYS THAT:

- i. **Joint Activities:** Specific plans for each area of cooperation, including conditions for utilizing the results, and arrangement for specific visits, exchanges and other forms of cooperation will be negotiated in writing for each specific case.
- ii. **Financial Activities:** The Parties understand that all the financial arrangements should be negotiated in writing, and will depend upon the availability of funds to the Parties for the type of collaboration undertaken and any financial assistance that may be obtained by either Party from external sources. No expectation of financial contribution is contemplated or committed pursuant to this MOU alone by either Party.
- iii. **Compliance with Law:** Both parties agree to abide by the laws of their individual countries. ESES will be governed by the laws of the Commonwealth of Kentucky and the United States of America. NIT Srinagar will be governed by the laws for the Union Territory of Jammu and Kashmir and the Republic of India.
- iv. **Transparency:** Both Parties shall maintain the right to audit the financial arrangements of any joint project conducted as a result of this MOU. Rights to audit shall remain limited to jointly agreed upon projects directly resulting from this MOU.
- v. **Coordination and Communication:** Coordination and official communication will be channeled through the following people/offices:

ESES, USA

Jeffrey R. Seay, PhD, PE
 President
 Engineers for Sustainable Energy Solutions
 836 Whitney Drive
 Paducah, Kentucky 42001
 Phone: 270.331.2408
 esesplastic@gmail.com

NIT Srinagar

Prof. Rakesh Sehgal
 NIT Srinagar,
 Hazratbal, Srinagar (J&K);
 India 190006
 Phone: 0194-242-2032
 +91-9419433770
director@nirsri.net

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Coordinator for ESES

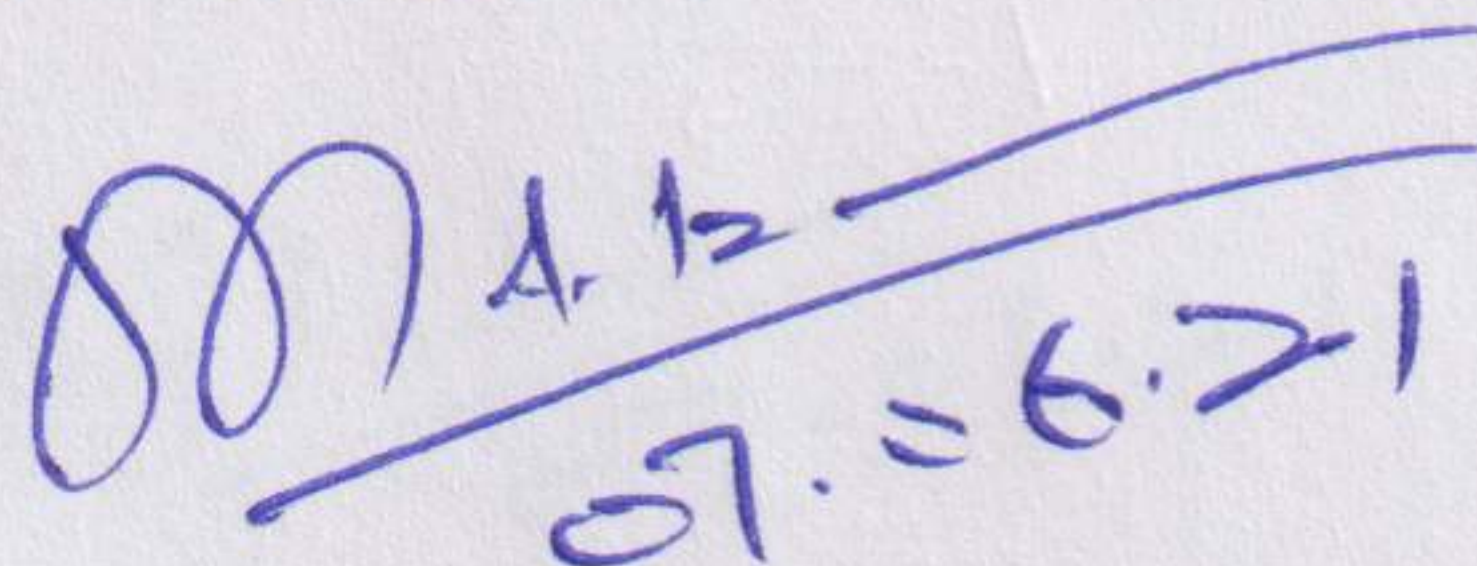
Jeffrey Seay,
 President, ESES
 Phone: 270.331.2408
 esesplastic@gmail.com

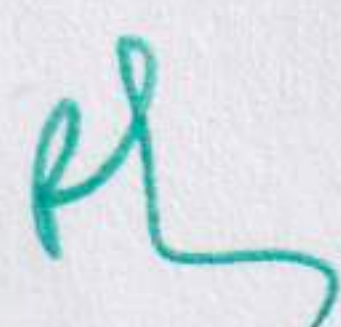
Coordinator for NIT Srinagar

Dr. Mushtaq Ahmad Rather
 Associate Professor,
 Chemical Engineering Department
 +91-8803970037
 marather@nitsri.ac.in

3. GENERAL PROVISIONS:

- i. **Validity of Agreement:** This arrangement shall be effective up to maximum of five years, starting from the date of signing of the Agreement and its continuance will be subject to annual review of the scheme and deliverables. The possibility and the terms of a renewal of the MoU may be discussed by the representatives of the Parties no less than six months prior to the natural termination of the current MoU.
- ii. **Amendments:** Each party may request changes to this MoU. Any revisions which are mutually agreed upon by the parties to this MoU shall be incorporated in a written instrument. The amended agreement shall take effect when executed and signed by all parties to this MoU.
- iii. **Limitation of Liability** The Parties shall hold each other harmless for any liability, and the reasonable cost or expense (including attorney fees, monetary or other judgments, fines, excise taxes, or penalties and amounts paid or to be paid in settlement) incurred or alleged to have arisen from any activities occurring through the Parties collaboration pursuant to this MoU.
- iv. **No Exclusive Right:** No rights or limitation of rights shall arise or be assumed between the parties as a result of the terms of this MoU.
- v. **Intellectual Property Rights:** Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.
 However, Intellectual Property Rights (IPR)/Patents flowing out of the work undertaken vide this MoU will be governed by applicable laws related to inventors' hip and ownership.
 The protection of intellectual property rights shall be enforced in conformity with the national laws, rules and regulations of the Institutions and with other international agreements signed by the government or the authorized organization in the Institutions' country.
 Moreover, the protection and exploitation of any intellectual property arising out of specific individual research, outreach or educational projects proposed for collaboration by either party shall be addressed in each individual project MoU.
- vi. **Resolution of dispute:** Any dispute between the parties arising in connection with the performance of this MoU shall be resolved amicably between the parties through a process of negotiation by the representatives of both the parties.

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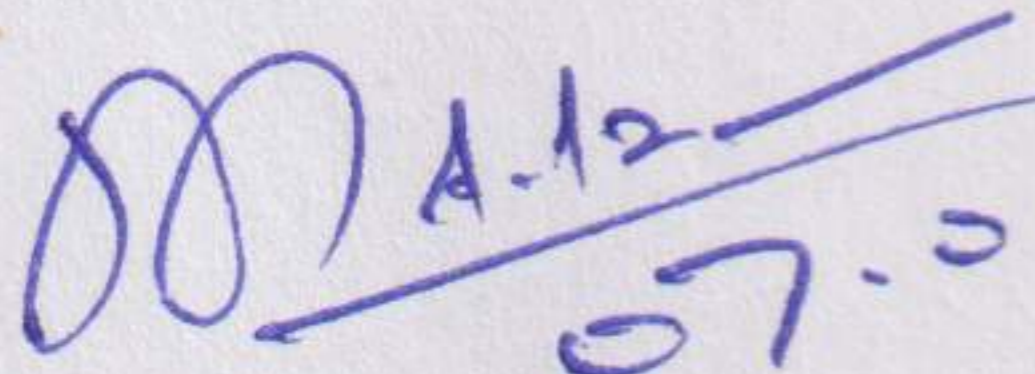
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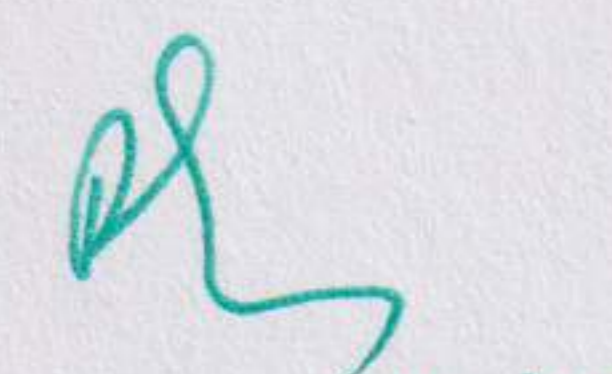
In case the dispute is not resolved, then it shall be referred to and be resolved through final and binding arbitration. Any decision reached by the Arbitrator shall be final and binding. The Director, NIT Srinagar shall act as the Arbitrator for the purpose.

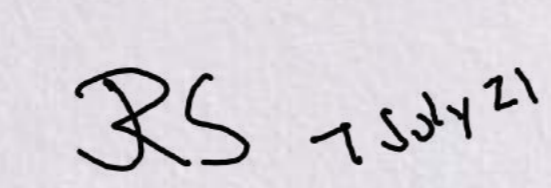
International legal principles shall be followed and applied in this dispute resolution process.

- vii. **Merger Clause:** This MOU contains the final, complete and exclusive statement of this MOU between the Parties with respect to the terms of the MOU contemplated herein and all prior or contemporaneous written or oral MOUs with respect to the subject matter hereof are merged herein
- viii. **Non-Discrimination:** The Parties agree that in the course of implementing this cooperative MOU, they will not engage in unlawful discrimination on the grounds of race, color, sex, age, religion, national or ethnic origin or disability. ESES is committed to a policy wherein it will not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status.
- ix. **Non-Disclosure:** In case of joint research and consultancy projects undertaken, neither party will provide the other with confidential information, including any export-controlled information-without first executing a separate Non-Disclosure Agreement. All information obtained and derived from exchange of information either in writing or otherwise shall be treated as confidential during and after the expiration of this MoU unless otherwise mutually agreed upon in writing by the Parties.
- x. **Termination:** Either of the parties, in their sole discretion, by giving prior notice of **one month** to the other party, may terminate this agreement without assigning any reason. Provided that any ongoing collaborative project initiated pursuant to this MoU shall be brought to a reasonable conclusion with all results and data shared equitably between the Parties.
- xi. **Severability:** The construction, interpretation and enforcement of this MoU shall be governed by the present judicial laws available. Should any portion of this MoU be judicially determined to be illegal or unenforceable, the remainder of the MoU shall continue in full force and effect, and either party may re-negotiate the terms affected by the severance
- xii. **Financial Obligation:** This Memorandum of Understanding will not give rise to any financial obligation by one institution to the other.
Each institution will bear its own cost and expenses in relation to the academic activities under this Memorandum of Understanding. There shall be no financial commitment on the part of both the parties.
In case there arises any financial consideration, it will be dealt separately as per respective regulatory norms.
- xiii. **Force Majeure:** The usual force majeure clauses and conditions shall apply to any time bound projects or tasks or assignments undertaken by either party on behalf of the other party.
- xiv. **Miscellaneous:** It is expressly agreed that First Party and Second Party are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a

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partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

- xv. The use of the name, logo and/or official emblem of any of the parties as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of either party.
- xvi. The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.
- xvii. If at any time either party is unable to perform their duties or responsibilities under this MoU consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.
- xviii. The provisions of this MoU are intended only to assist the parties in determining and performing their obligations under this MoU. The parties to this MoU intend and expressly agree that only parties signatory (Designation thereof) to this MoU shall have any legal or equitable right to seek to enforce this MoU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MoU, or to bring an action for the breach of this MoU.

In witness whereof, the parties to this MoU through their duly authorized representatives have executed this MoU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MoU as set forth herein.

The effective date of this MoU is the date of the signature last affixed to this page.

SO AGREED,

For Engineers for Sustainable Energy Solutions:

Jeffrey Seay, PhD
President

Date Jeffrey Seay 7 July 21

For National Institute of Technology Srinagar.

Prof. Rakesh Sehgal
Director

Rakesh Sehgal 07/06/2021
Date 07.06.2021

"WITNESSES"

1. [Signature]
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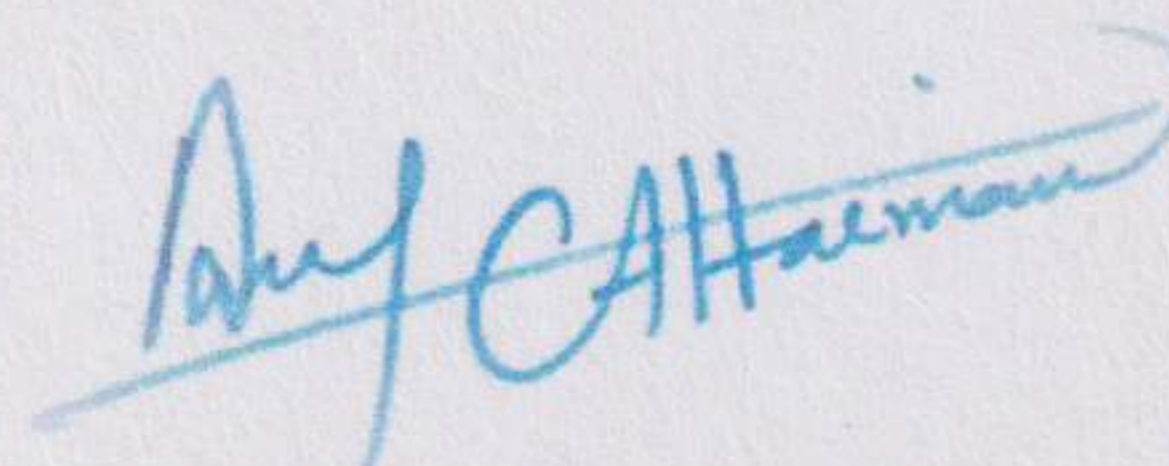
राष्ट्रीय प्रौद्योगिकी संस्थान, श्रीनगर
Director
National Institute of Technology
Srinagar (J&K)

[Technical Contact for ESES]



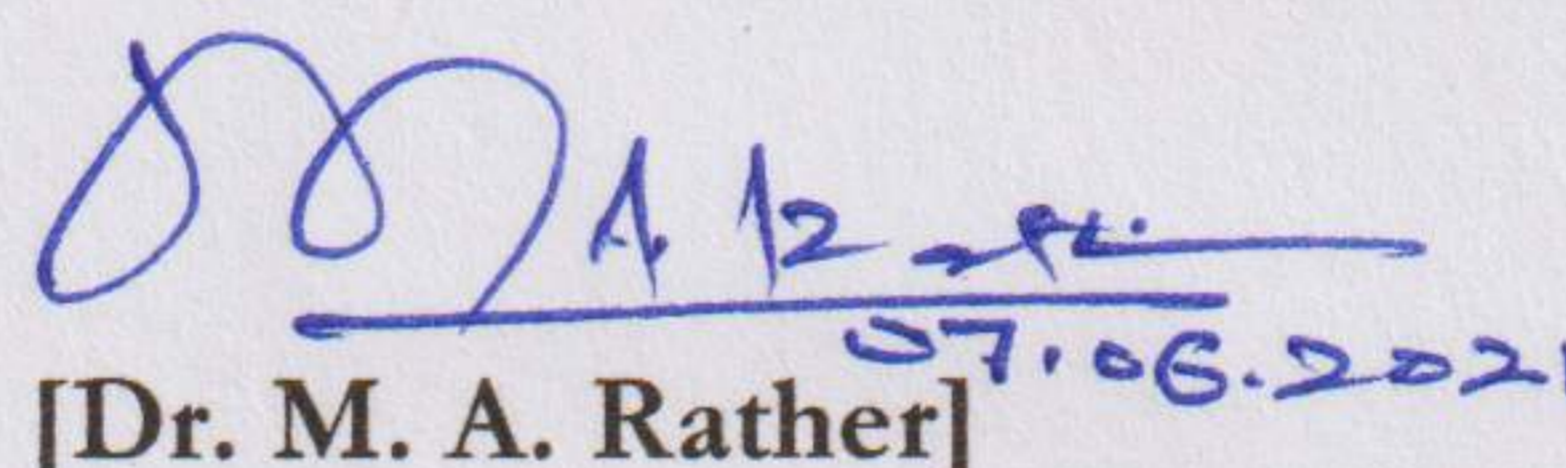
[Dr. Sohail Rasool Lone]
[International Research Fellow, ESES]

[Organization Representatives]



[Prof. G. A. Harmain]

Dean Research and Consultancy
Date: 07.06.2021.


07.06.2021

[Dr. M. A. Rather]

Associate Professor &
Head, Chemical Engineering Department
Date 07.06.2021.