



MEMORANDUM OF UNDERSTANDING

HBTU-NORDISCHE ADVANCED RESEARCH AND TECHNOLOGY DEVELOPMENT CENTRE

A center for innovations, research and development activities in carbon neutral and climate change related technology in basic, applied sciences and Deep tech

This Memorandum of Understanding (the “MOU”) is made on this **Sixth DAY OF March 2025 (Effective Date: 06.03.2025)** by and between **HBTU Kanpur, a University under Govt. Of UP** having its premises at Nawabganj U.P., Pin-208002 herein after referred to as ‘Party I’, and **NORDISCHE ENERGY SYSTEMS PRIVATE LIMITED**, a company incorporated under the Indian Companies Act, 2013, having its registered office at 91 Springboard, No. 45/3, 1st Floor, Residency Road, Gopala Krishna Road, Bangalore, Karnataka, India (hereinafter referred to as “NES”) ‘Party II’, also individually referred to as “Party-I”, “Party-II” respectively and collectively “the Parties.”

NES specializes in high-end technological research, including ***Innovative Non-Lithium Non-Cobalt battery development, Fuel cells, Metal extraction from sea water, Desalination and clean drinking water, Waste water treatment, Carbon Capture and sequestration*** and sustainable solutions for climate change. NES has a team of researchers who will be involved in all the research activities allocated to them at the designated institutions.

WHEREAS, the Parties desire to enter into an MoU to build up a Technology Innovation and R&D center to Conduct the Scientific Research and Development at ‘Party-I’ place in the style and name of ***HBTU-NORDISCHE ADVANCED RESEARCH AND TECHNOLOGY DEVELOPMENT CENTRE*** and WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavor.


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Harcourt Butler Technical University
Kanpur-208002

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

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 **“Conduct of Scientific Research and Development at ‘Party-I’ Institution/University, under the guidance of ‘Party-II’.**

2. Terms:
 - i. ‘Party-I’ for this agreement situated at Kanpur with ‘Party-II’ NORDISCHE ENERGY SYSTEMS PRIVATE LIMITED, a company incorporated under the Indian Companies Act, 2013, having its registered office at 91 Springboard, No. 45/3, 1st Floor, Residency Road, Gopala Krishna Road, Bangalore, Karnataka, India have agreed for the above R&D activities.
 - ii. ‘Party I’ will establish the Centre for Advanced Research & Technology Development at their premises.
 - iii. The ‘Party I’ has agreed to establish/provide the space for the research project and provide manpower in terms of students, research scholars (at least 5 a team along with Faculty) for the research projects.
 - iv. The ‘Party II’ will allocate one or two scientists for the entire projects as a coordinator to coordinate the research activities. Party II will create Sustainable endowment monetary resources through perpetual licensing of the projects for long term association.
 - v. The ‘Party I’, will provide support for the following scope/ activities to this agreement of MoU. From Party I, Dr. S.V.A.R.Sastry, Associate Dean, Research & Development will be the coordinator who will overlook the research activities and support in:


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- a. Conduct of proven and applied Research, Knowledge and Expertise sharing.
 - b. Multilevel Research and Publication of scholarly research papers, Journal, Patent, availing grant and various funding through joint collaboration and in the light of research in the name and affiliation of all the parties to this agreement.
 - c. International Relation with Research Institutes and Universities.
 - d. Women empowerment by bringing young women researchers/scientists in the fields of science (basic science and applied science), Engineering & Technology as interns/summer projects.
- vi. NES shall provide project research area requirements to 'Party-I'. The parties to this agreement will review and proceed with project implementation under NES team guidance. The research must be conducted professionally and within agreed timelines, which shall be intimated from time to time for each project respectively.

This MoU establishes or creates a formal agreement, for the object for which this MoU is signed and other terms of reference thereto.

3. Objectives: The Parties agrees as follows:

- I. 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.
- II. 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.


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III. The Parties shall mutually contribute and take part in any and all phases of the planning/development/information sharing to the fullest extent possible.

IV. This MoU is not intended to create any rights, benefits, and/or trust responsibilities by or between the Parties.

4. Term: This Agreement shall commence upon the Effective Date, as stated above, and will continue for a period of Five years from the date on which this MoU is signed by both the parties and may renewed thereafter, if mutually agreed.

5. Termination: This Agreement may be terminated at any time by either Party upon 90 (Three months) days written notice to the other Party.

6. Representations and Warranties: Both 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.

7. Confidentiality

Notwithstanding anything mentioned herein above, Confidential Information shall without limitation, mean and include any proprietary information of NES and Part I, non-public and/or unpublished information, technical know-how relating to the Research, Product and process specifications or any other information disclosed by either Party ("Disclosing Party") to the other Party ("Receiving Party").

Confidential Information shall also include all copies, summaries, records, and descriptions of the Confidential Information including any discoveries, results, deductions, reports, papers, documents comprising or incorporating, in whole or in part, Confidential Information and/or information derived from Confidential

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Information. Information which is generally understood to be confidential or by its very nature is confidential shall be deemed to be Confidential Information.

Notwithstanding anything contained in this MoU, Confidential Information shall not include any information which (a) is now in or hereafter comes into the public domain without breach of this MoU and through no fault of the Receiving Party and can be so demonstrated to the satisfaction of the Disclosing Party. Nothing in this MoU nor any disclosure of any Confidential Information under this MoU shall operate to and/or be deemed to confer by implication or otherwise, any right, title or interest in the Confidential Information unto the Receiving Party.

8. 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, and costs of any kind or amount.

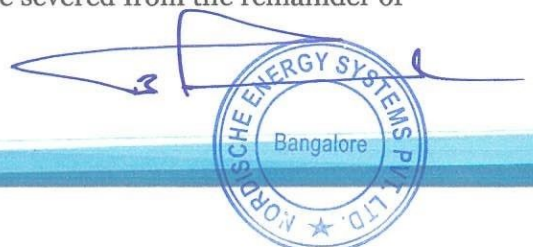
Whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

9. 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.*

10. 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

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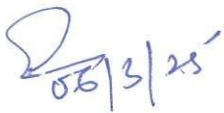


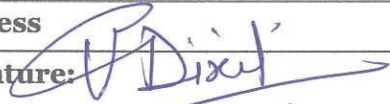
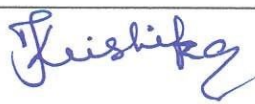
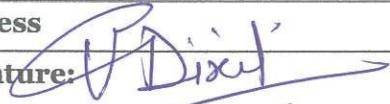
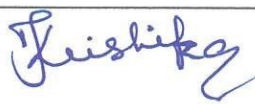
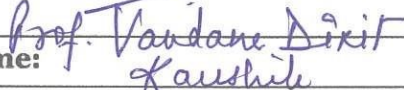
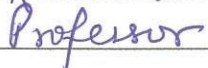


the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

11. 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.

12. 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.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

HBTU Kanpur (Party I)	Nordische Energy Systems Private Ltd. (Party II)
Signature and Seal 	Signature and Seal  
Designation: Registrar	Designation: Chief Operating Officer
Date: 6-03-2025	Date: 6-03-2025
Witness 	Witness 
Signature: 	Signature: 
Name:  Kaushik	Name: Krishika Mandanna K
Designation: 	Designation: Scientist

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