



MEMORANDUM OF UNDERSTANDING

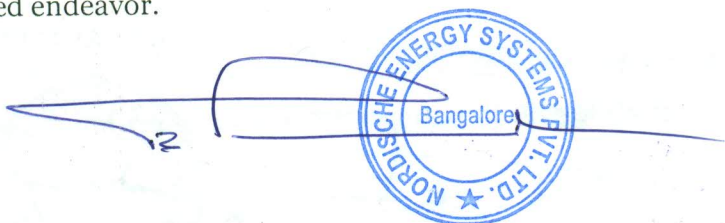
TIT-NORDISCHE ADVANCED RESEARCH AND TECHNOLOGY DEVELOPMENT CENTRE

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 **29th Day of March 2025** by and between **Technocrats Institute of Technology (Excellence)**, Bhopal, an autonomous engineering Institution affiliated to **Rajiv Gandhi Prodyogiki University (RGPV)** having its premises at Bhopal, Madhya Pradesh 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 **TIT-NORDISCHE ADVANCED RESEARCH AND TECHNOLOGY DEVELOPMENT CENTRE** and WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavor.



Nordische Energy Systems Private Limited
91 Springboard, 45/3, 1st Floor, Gopala Krishna
Complex, Residency Road, Bengaluru-560025,
Karnataka

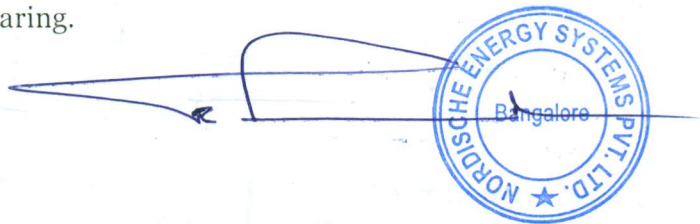
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CIN: U40106KA2022PTC158401

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 Bhopal 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 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,,
..... will be the coordinator who will look after the research activities and support in:
 - 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.
- 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

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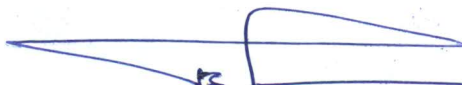
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this MoU is signed by both the parties and may renewed thereafter, if mutually agreed.

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

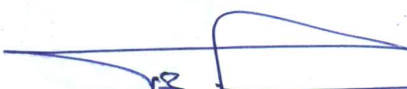
9. Limitation of Liability: *UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, 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 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

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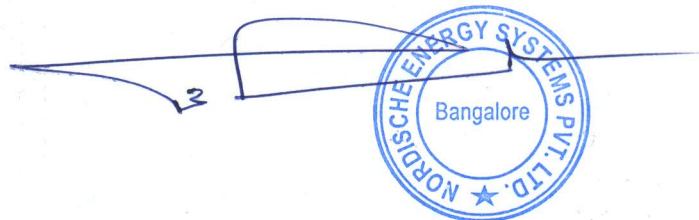


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Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

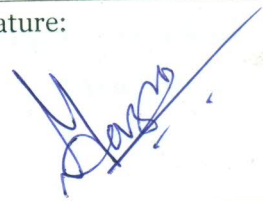
- 13. Governing Law:** This MOU and any subsequent Definitive Agreements shall be governed by the laws of India, without regard to conflict of laws principles.
- 14. Arbitration:** Any controversies, disputes, actions, causes of action, or other claims arising out of or in connection with the provisions of this MOU which cannot be settled by mutual agreement shall be finally settled under the Rules of Arbitration of the Indian Council of Arbitration by one arbitrator appointed in accordance with said Rules. The arbitration will be held in Bangalore, India, and except as noted below, shall be conducted in English, in accordance with the Rules of Conciliation and Arbitration of Arbitration of the Indian Council of Arbitration. The arbitrator shall decide any such dispute or claim strictly in accordance with the governing law as specified in Section 13. The arbitrator may enter a default decision against any Party who fails to participate in the arbitration proceedings. Any decision made by the arbitrator shall be reasoned and in writing and shall be final and binding on each of the Parties that were parties to the dispute. Judgment upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be; provided that nothing shall preclude either Party from seeking interim relief from any court having jurisdiction to grant the same. The costs and expenses of the arbitration, including, without limitation, the fees of the arbitrator, shall be borne equally by each Party to the dispute or claim and each Party shall pay its own fees, disbursements and other charges of its counsel. The arbitrator shall have the power to award reasonable interest on any sum awarded pursuant to the arbitration proceedings and such sum would carry interest, if awarded, until the actual payment of such amounts.

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A handwritten signature in blue ink is written over a blue circular stamp. The stamp contains the text "NORDISCHE ENERGY SYSTEMS PVT. LTD." around the perimeter and "Bangalore" in the center, with a small star symbol below the company name.



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

Technocrats Institutions of Technology (Excellence), Bhopal (Party I)	Nordische Energy Systems Private Ltd. (Party II)
Signature and Seal  Director Technocrats Institute of Technology (Excellence)	Signature and Seal  
Name: Anand Nagar, Bhopal <i>Dr. Sanjay Kumar Sharma</i>	Name: Mr. Neelakanta R. Gowda
Designation: <i>Director</i>	Designation: Chief Operating Officer
Date: 29.03.2025	Date: 29.03.2025
Witness	Witness
Signature: 	Signature: 
Name: <i>Dr. Hemant Jain</i>	Name: Dr. Mukul Hazra
Designation: <i>Associate Dean</i>	Designation: Senior Scientist