

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made effective and entered into on the Day of Two Thousand and Nineteen

between

Council of Scientific and Industrial Research (CSIR), a society registered under the Societies Registration Act (XXI of 1860) and having its registered office at Anusandhan Bhavan, 2, Rafi Marg, New Delhi – 110 001 through Director, National Environmental Engineering Research Institute, having its office at Nehru Marg, Nagpur (hereinafter called as `CSIR-NEERI`, which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the one part,

and

M/s **XXXX** is Private limited company having registered office at 1/3, Thiruthangal Road, Sivakasi - 626123. (Tamil Nadu) (hereinafter referred to as '**XXXX**' which expression unless otherwise provided shall include its representatives, successors and permitted assigns) of the other part

WHEREAS, CSIR at its National Environmental Engineering Research Institute (CSIR-NEERI) located at Nehru Marg, Nagpur 440020 (hereinafter referred to as CSIR-NEERI) has developed expertise in the field of environmental science and engineering, including such areas as water treatment, deriving value from waste, hazardous waste management, environmental impact assessment, environmental technology development, and environmental biotechnology.

WHEREAS CSIR-NEERI has developed processes, molecules and materials for possible application in fireworks and firecrackers CSIR-NEERI's STAR / SAFAL / SWAS formulations (hereafter called as "GREEN FIREWORKS / FIRE CRACKERS").

M/s Standard Fireworks Pvt. Ltd. Sivakasi is desirous to associate with CSIR-NEERI through this instrument of MOU on following modalities:

1. Modalities of MoU:

- CSIR-NEERI shall characterize the raw materials to be used in the manufacture of fireworks and fire crackers by **XXXX**.
- CSIR-NEERI shall test and certify the finished products manufactured by **XXXX**
- **XXXX** shall take trials of firecrackers and other fireworks products using conventional oxidizers (KNO₃, BaNO₃ etc.) along with the proprietary additives developed by CSIR-NEERI which shall be called as GREEN FIREWORKS / GREEN FIRE CRACKERS.

- **XXXX** shall take trials for products manufactured in **XXXX** using CSIR-NEERI's STAR / SAFAL / SWAS formulation which will also be called as GREEN FIREWORKS / GREEN FIRE CRACKERS
 - **XXXX** shall take various trials along with the presence of CSIR-NEERI team members in **XXXX** manufacturing factory
 - CSIR-NEERI will give details about the proprietary additives which will be used in the conventional fireworks and fire crackers, and also to take trials with CSIR-NEERI team in **XXXX** manufacturing units.
 - CSIR-NEERI shall inform the technology transfer fee details & terms of technology transfer to **XXXX**. The technology will be transferred to the **XXXX** as per the procedure of CSIR-NEERI on non-exclusive basis only.
 - A Non-Disclosure Agreement (NDA) will be followed after signing the MoU.
 - CSIR-NEERI shall provide hands-on training in handling raw materials, emission testing and performance testing
 - CSIR-NEERI shall impart awareness to general public, industrialists, students, visitors and beneficiaries about the potential of GREEN FIREWORKS / GREEN FIRE CRACKERS and its advantages, synergy with environment
2. The MoU is a nonbinding statement of the parties' mutual understanding of proposed collaboration framework without any financial burden. The MoU is not intended to create any legally enforceable rights or obligations in respect of either Party, Including any obligation on their part to enter into any supplementary MoU.
 3. Notwithstanding anything in this MoU, any liability, claim or damage attributable to CSIR-NEERI arising out of this MoU, shall under no circumstances exceed the amount received by CSIR/NEERI from **XXXX** under this MoU.
 4. CSIR-NEERI and **XXXX** undertake on their behalf and on behalf of their subcontractors / employees / representatives / associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged / generated pertaining to work under this MoU for any purposes other than in accordance with this MoU.
 5. **XXXX** shall not file any application for seeking Intellectual Property Rights in its own name or in the name of its associates or any other person(s) on any matter relating to the information disclosed to it by CSIR-NEERI under this MoU save with the written prior approval of CSIR. **XXXX** shall not oppose, direct or cause any person to oppose any application seeking intellectual property rights relating to the formulations of GREEN FIREWORKS / GREEN FIRE CRACKERS filed by CSIR.
 6. Neither party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of

such occurrence or cessation. If the force majeure condition continues beyond six months, the parties shall then mutually decide about the future course of action.

7. During the tenure of the MoU parties hereto can terminate the MoU for violation of any of the clauses of the MoU or giving one month's notice in writing to the other party. Failure of any party to terminate the MoU on account of breach or default by the other shall not constitute a waiver of that party's right to terminate the MoU.
8. All notices and other communications required to be served by either party under the terms of this MoU, shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail or emailed to the other party at its last known address of business.
9. No amendment or modification of this MoU shall be valid unless the same is made in writing and agreed to by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications / charges shall be effective from the date on which they are made / executed, unless otherwise agreed to.
10. Any dispute between the parties arising from this Agreement shall firstly be settled amicably through negotiations and dialogue in good faith, failing which the same shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi and shall be settled by Arbitration which shall be conducted in accordance with the provisions of (Indian) Arbitration and Conciliation Act, 1996 or any subsequent amendment thereof. The seat of such Arbitration shall be at New Delhi, India and the language shall be English. The Award shall be final and binding upon the Parties. This Agreement shall be governed and construed in accordance with the laws in India. Each party shall bear and pay its own cost of arbitration proceedings. The provision of this clause shall not become inoperative notwithstanding this agreement expires or ceases to exist or is terminated or revoked.
11. The MoU has limited use for demonstration, formulation and fabrication of Green Crackers / Green Fireworks (processes, molecules and materials developed by CSIR-NEERI), replication and duplication of this for any commercial purpose / application is not permissible.
12. **XXXX** shall defend, indemnify and hold harmless CSIR-NEERI, its affiliated organizations, and their respective directors, officers, employees and agents from and against any and all claims, assessments, liability, damages, loss, loss of property & life, obligations, suits, demands, costs, charges, fines, fees, penalties and expenses arising from acts or omissions in performing this MoU.
13. This MoU shall come into force for all purposes and intents with effect from the date of signing of this MoU and shall remain valid for **3 years** unless any of the parties gives a written notice to the other party of its intentions to terminate the MoU, 90 (ninety) days in

advance. The MoU may be extended for a further period and on such terms and conditions as may be mutually agreed.

SEAL OF PARTIES

In witness whereof the parties hereto have entered into this MoU effective as of the day and year first above written.

For and on behalf of **CSIR-NEERI**

For and on behalf of **XXXX**

Signature _____

Signature _____

Name _____

Name _____

Designation _____

Designation _____

Seal

Seal

Witness: (Name and Address)

Witness: (Name and Address)

1.

1.

2.

2.