

MEMORANDUM OF UNDERSTANDING

BETWEEN



M/S EXIGO RECYCLING PVT. LTD., KARNAL, HARYANA

AND



CHITKARA UNIVERSITY, PUNJAB

This MoU (“Agreement”) is made on 08/10/2024 by and between:

M/s Exigo Recycling Pvt. Ltd (ERPL) having its corporate office at Office no. 003, Ground Floor, Time Tower, M.G. Road, Gurugram, Haryana, India – 122002, and registered office at F-36, First Floor, East of Kailash, New Delhi, India – 110065. (hereinafter referred to as “EXIGO” or the “First Party”) of the First Part.

Chitkara University Punjab having its corporate office at Village- Jhansla, Chandigarh-Patiala National Highway (NH-64), Tehsil Rajpura, District Patiala, Punjab- 140401, which expression shall unless repugnant to the meaning or context here of, be deemed to include its executors, administrators, agents and permitted assigns, (hereinafter referred to as “Chitkara University” or the “Second Party”) of the other Part.

Whereas, Exigo recycling has operations at Panipat, Karnal, Greater Noida, etc. M/s Exigo, is engaged in the recycling of pre and post-consumer plastics, battery waste and electronic waste as specified from time to time by CPCB. Exigo’s vision is to establish itself as a secondary raw material manufacturing company utilizing E-waste and similar waste.

Whereas, Chitkara University is a NAAC A+ accredited government-recognized University with the right to confer degrees as per Section 22 (1) of the UGC Act, 1956. The University is one of the leading Universities of North India, committed to provide quality education and offers a wide range of undergraduate, postgraduate, and doctoral programs across various disciplines.

Whereas EXIGO and Chitkara University are individually referred to as a “Party” and jointly referred to as “Parties”.

1. SCOPE OF AGREEMENT

The objective of this MoU is to foster collaboration, provide opportunities for global experience and facilitate the advancement of knowledge based on reciprocity, best effort, mutual benefit and frequent interactions. This Memorandum of Understanding (MoU) sets for the following terms and conditions:

- a) Sharing of expertise and domain knowledge in selected and advanced thrust areas of Science and Technology, based on the interest of both parties.
- b) Collaboration in Research & Development in the areas of mutual interest.
This also includes collaboration in setting up and upkeep of the relevant infrastructure at Chitkara University & Exigo.
- c) Promoting interaction among the scientists, research scholars, industry executives, and researchers of both organizations by exchange visits and/or organizing

conferences/ meetings/ seminars/ brainstorming sessions to identify and pursue research programs in areas of mutual interest.

- d) Publication of Intellectual Properties (IPs) developed jointly through Project/Research Collaboration. Such IPs would acknowledge joint inventor-ship of Personnel/Students belonging to both parties, if applicable.
- e) Exchange of Academic Materials: Exchange of relevant Academic Materials will be carried out subject to mutual agreement of both parties.
- f) Technology Management and Technology Transfers.
- g) Enrollment of Exigo employees in higher education (Ph.D.) subjected to fulfilment of required basis criteria.
- h) Any other activities or any specific project of mutual interest which could be decided at a later stage for which a separate teaming agreement would be executed.
- i) Access to characterization facilities at applicable rates as approved by the competent authority.
- j) Any other areas of mutual interest.

The Parties will work out a specific plan for any activity mentioned above; and mutually discuss the detailed arrangements for collaboration. The terms and conditions for such activity such as deliverables, funding, developers, and intellectual property will be specified in a separate project-specific "Teaming Agreement".

2. AREAS OF COOPERATION

- a) The areas of cooperation will be defined and modified from time to time by the Coordination Committee set up for the purpose.
- b) Each joint research project shall be governed by this agreement a separate "Teaming Agreement" will specifically address issues relating to (i) IPR arising out of that joint research project (ii) publishing any research results and foreground information generated during the joint research to ensure that no proprietary information is released and that foreground intellectual property rights are not jeopardized (iii) preparing, filing prosecuting, maintaining of Intellectual Property Rights applications including patent applications covering research results and foreground information generated during the joint work (iv) financial arrangements, etc.

3. COORDINATION COMMITTEE

The following will constitute the Coordination Committee to monitor and review the collaborative program between the two institutions:

- a) Managing Director/ Chief Executive Officer from Exigo or his nominee(s)
- b) Dr Parveen Kumar, Coordinator, Exigo
- c) Dr. Amit Mittal, Pro Vice-Chancellor, Research Programs, Chitkara University, Punjab
- d) Dr. Rina Angel, Vice President Infrastructure Enhancement, Chairperson Centre of Excellence for Sustainability, Chitkara University, Punjab

The Coordination Committee shall:

- a) Review the progress of the identified programs (at least once a year).
- b) Consider new R&D proposals for collaboration and implementation on a case-to-case basis, including IPR and financial arrangements.
- c) Consider the addition/deletion of areas of cooperation between the two Institutes during reviews.
- d) Consider the continuance of the MoU.

4. PROTECTION OF IPR

- a) All research results and foreground information as well as foreground intellectual property rights, generated during the joint research work, whether or not legally projected, shall be owned jointly by EXIGO and Chitkara University.
- b) EXIGO and Chitkara University shall consult each other before publishing any research results and foreground information generated during the joint research to ensure that no proprietary information is released and that foreground intellectual property rights are not jeopardized. Post consultation, any such publication proposal, shall be deemed approved in the event, there is no objection from the party seeking to oppose within a period of thirty (30) days of receipt of the content(s) of such a publication, both parties agree to suitably modify/ amend the content thereof to avoid disclosure of confidential information or patentable material. In any case, any party may delay publication till a period of ninety (90) days or the filing of a provisional application whichever is earlier. EXIGO and Chitkara University shall confer and consult each other regarding preparing, filing prosecuting, and maintaining Intellectual Property Rights applications including patent applications covering research results and foreground information generated during the joint work.

- c) EXIGO and Chitkara University shall not disclose any research result and foreground information, generated during the joint research, to any third party without seeking prior written permission from each other. Any scientific information exchanged/shared between the parties for joint research/supervision will not be transferred to any third party without the consent of the parties.

5. TERMS OF COLLABORATION

- a) EXIGO and Chitkara University agree to enter into scientific project agreements on a case-to-case basis with pre-defined objectives, the scope of work and mutual obligations, terms & conditions, and financial arrangements. Liabilities, Intellectual Property Rights, and similar contractual obligations.
- b) So far as the involvement of any third party in the joint work is concerned, such third-party involvement will be acceptable only when a letter from both parties is enclosed specifically expressing concurrence and an officer is identified by a name representing respective Institutes and specified as responsible for the specified project.
- c) In case, either party wins a consultancy project by projecting this MoU, a liability is created immediately in respect of royalty/ premium due to either party. Either party shall concur with the liability. The exact amount of liability will be arrived at after mutual consent by both parties based on DST/DSIR/MeitY etc. guidelines.
- d) In case either party decides to permit the use of its equipment, facilities, and manpower to the other for executing a project, the scope of such a project, cost estimates of the project, modalities of payment, and all other related aspects would be worked out jointly by EXIGO and Chitkara University through separate proposals as per DST/DSIR/Meity, etc. guidelines.
- e) The papers emerging from mutually agreed joint research projects will be published jointly.

6. DISCLAIMER

This MoU is not intended by EXIGO and Chitkara University to constitute, create, give effect to, or otherwise recognize a joint venture, agency, partnership, or formal business organization of any kind. Each party hereto shall act as an independent entity and neither shall act as an agent of either organization for other purposes. Neither party has the authority to bind the other party.

7. NON-EXCLUSIVE

The agreement reflected by the provisions of this MoU is non-exclusive in nature and both parties can enter into cooperative arrangements with other parties to suit their organizational needs.

8. CONFIDENTIALITY

The parties understand that in the course of their association, they shall have access to confidential information provided by the other party. Accordingly, the parties agree that such information shall be maintained in the strictest confidence and trust, except such information which, by its nature, is not confidential or which is in the public domain or which the party comes to know about other than through violation of any law or legal obligation, provided that such party may be entitled to disclose such information if legally required to be disclosed to a Competent Authority. Failure to maintain confidentiality shall entitle the affected party to terminate the MoU.

9. LEGAL FRAMEWORK

This MoU is a statement of intent to foster genuine and mutually beneficial cooperation. Any disputes shall be resolved through mutual discussion. Pro Vice-Chancellor, Research Programs, Chitkara University, Punjab and Director, EXIGO will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

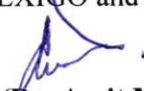
10. PERIOD OF VALIDITY

The MoU would be valid for a period of five (05) years from the date of signing by the parties. At the end of the validity period of the MoU, a fresh MoU with similar/modified terms may be considered for signing.

11. TERMINATION

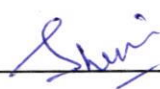
The MoU can be terminated by either party after giving one month's notice to the other party subject to fulfilment of commitments already agreed upon.


In witness whereof, the undersigned, duly authorized, have signed this Memorandum of Understanding at Chandigarh on 08/10/2024. It has been executed in two originals. One is to be retained by EXIGO and the other by Chitkara University.


(Dr. Amit Mittal)
Pro Vice-Chancellor, Research Programs,
Chitkara University



(Mr. Ramán Sharma)
Director
Exigo Recycling

Witness

1. 

2. 

Witness

1. 

Dr Parveen Kumar
Head-R&D

2. 

Mr. Vikas Kumar
Scientist-R&D