

**MEMORANDUM OF UNDERSTANDING  
IN RELATION TO  
PROPOSED COLLABORATION**

**DATED: 21-09-2022**

**BY AND BETWEEN:**

- (1) **National Institute of Technology Calicut** (hereafter NITC, referred to as “First Party”) is a prestigious Technical Institution of national importance set up by an Act of parliament (Act 29 of 2007) engaged in providing meaningful and quality education in engineering and science while conducting original research of highest standard and
- (2) **Umanage Hydrogen Private Limited**, a private limited company incorporated under the laws of India, bearing Corporate Identification Number U74999GJ2022PTC132691 and having its registered office at 406, Kaivanna, Opp. Sefron, Panchvati 5 Rasta, Ambawadi, Ahmedabad - 380 006, INDIA, represented herein by its Director, Mr. Santosh Gurunath (hereinafter, referred to as “Umanage”, as “Second Party”).

(Umanage and NITC are hereinafter collectively referred to as the “Parties” )

**1. PREAMBLE**

- 1.1 NITC, through its various activities, take efforts for advancement learning and dissemination of knowledge in various frontline areas of importance for the nation. In that perception NITC would like to link with similar National Institute and Research organization and collaborate in applied research and consultancy in science, technology, engineering and management and also promote academic and professional excellence of personal, including the students.
- 1.2 Umanage was founded in 2019 in the Netherlands as a start-up believing in a sustainable future. It has completed over 100 projects in Europe in the field of rooftop solar, electric vehicle charging and hydrogen economy. Since June 2022, Umanage is re-established in Ahmedabad and is focused on accelerating the low carbon hydrogen economy. Umanage has three verticals focusing on hydrogen as well as sustainability/ carbon-neutrality in its entirety, namely strategy, policy advisory, technology and basic engineering consultancy and technology development.
- 1.3 The Parties wish to build mutual cooperation to learn, assimilate, and develop their core strengths, experience, and institutional objectives in the public interest of advancement of training, research, studies, consultancy, and technology development in issues and areas related to the development of sustainability, carbon neutrality, synthetic fuels, low-carbon hydrogen generation, hydrogen application in ammonia production, refinery mobility, energy storage, etc. To this end, the Parties will work together in a wide variety of fields to achieve the goals of environmental sustainability and share experiences, research studies, etc. To this end, the Parties wish to enter into this Memorandum of Understanding (this “MOU”).
- 1.4 The object of this MOU is to set out the principal terms and conditions on and subject to which the Parties are willing to collaborate and work together toward a common and mutually beneficial objective. The Parties may later elect to execute a more detailed agreement to record their rights and obligations with respect to each other. However, until such time that a more detailed agreement is so

Page 1 of 4



*Santosh Gurunath*



NUTAN NAGRIK SAHKARI BANK LTD. AHMEDABAD  
STAMP DUTY 00000  
SPECIAL ADHESIVE  
GURAT  
4029 8818569  
RS 0000300  
21.9.2022  
GURAT  
INDIA  
\*\*\*Zero\*Zero\*ThreeZero\*Zero\*\*\*

executed, this MOU will govern the rights, obligations, and relationship of the Parties inter se.

## 2. COLLABORATION

The Parties agree to jointly undertake work, research, and projects relating to the development and advancement of carbon-neutrality and sustainability. Toward this objective, each of the Parties will have, without limitation, the following responsibilities:

### 2.1 Parties' Joint Responsibilities:

- (i) Working collaboratively on sponsored projects through industry contacts and networks.
- (ii) UG and PG Student internships at Umanage, for NITC students.
- (iii) UG and PG Student project works at Umanage, for NITC students.
- (iv) To offer institute UG & PG electives in collaboration with Umanage Engineers scientists in their areas of interest.
- (v) Working collaboratively on joint funding applications.
- (vi) Sharing the available infrastructure and laboratory facilities for research & academic purposes in accordance and compliant to the institutional policies of either parties
- (vii) Collaboration on the advancement of research and development of systems, technologies, innovation, entrepreneurship, and action research related to issues and areas of green technologies, climate change, sustainability, and allied areas and to the holistic approach on sustainable development.
- (viii) Collaborating to organise national and international institution-building activities, training activities, research activities, studies, seminars, conferences, and workshops, which are supported by any of the Parties.
- (ix) Supporting each other for collaboration with external agencies, NGOs, CSR organisations, government departments, global organisations, World Bank, BMGF, FAO, ADB, GIZ, MASHAV, NABARD, NCDC, NAFED, SFAC, NCUI, APMC, Boards etc. in the advancement of training, action research, studies, consultancy, and technology development.
- (x) Collaborating on any other issues as may be agreed by and between the Parties from time to time.

### 2.2 Modalities for Cooperation

- (i) The Parties will jointly discuss and agree on every specific area of cooperation falling under this MOU, including on technical and financial settings. Such agreements will include a detailed work programme and a breakdown of costs and will indicate funding modalities. Both Parties may



take up funded consultancy projects, research activities, and any other activities as mentioned in the MOU as requested by any Party on case-to-case basis.

- (ii) The activities associated with the MoU will be contingent upon the availability of sufficient human and financial resources, and the Parties may jointly devise strategies for seeking resources to meet desired objectives.
- (iii) The Parties will designate representatives that will serve as primary contacts for the implementation of this MOU. The primary contacts will manage communications between the Parties.

### 3. INTELLECTUAL PROPERTY RIGHTS

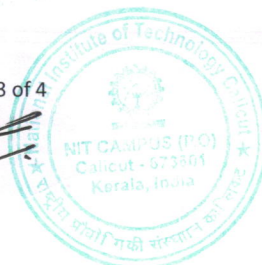
- (i) All intellectual property rights over all products, services, and offerings belonging to either Party prior to the execution of this Agreement will remain the intellectual property right of such Party notwithstanding the terms of this MOU.
- (ii) Any new intellectual property right developed jointly by the Parties under the terms of this MOU will belong jointly to the Parties, unless otherwise agreed in writing.

### 4. ENTRY INTO FORCE, RENEWAL, AND TERMINATION

- (i) This MOU shall enter into force on the date set out above and will remain in force for five (5) years.
- (ii) This MOU may be amended by mutual written agreement of the Parties. Unless otherwise agreed, amendments may apply to any activities, which have not yet been implemented.
- (iii) This MOU can be renewed through a further MOU and/ or an amendment agreement to this MOU.
- (iv) This MOU may be terminated by either Party on six (6) weeks' written notice to the other Party. Such termination shall be without prejudice to: (a) the orderly completion of any on-going activity; and/ or (b) any other rights and obligations of the Parties accrued prior to termination.

### 5. NOTICES

<p>to National Institute of Technology Calicut Attn: Dr Jose Mathew Chairman, Centre for Industry Institutional Relations  Email: ciir@nitc.ac.in  Address: National Institute of Technology Calicut, Kattankal, Kozhikode, Kerala 673601, India</p>	<p>to Umagine Hydrogen Private Limited  Attn: Santosh Gurunath, Director  Email: santosh@umagine.co.in  CC: General Counsel at kushan@umagine.co.in  Address: 406, Kaivanna Complex, Panchvati Society, Ahmedabad, 380006, Gujarat</p>
--	--



**6. CONFIDENTIALITY**

- (i) The contents of this MOU are confidential to the Parties.
- (ii) No Party will at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients, suppliers, research projects, products, services or intellectual property of the other party, except as may be permitted in this MOU.

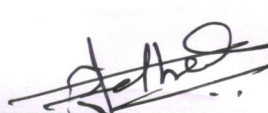

**7. GOVERNING LAW AND THIRD-PARTY RIGHTS**

- (i) This MOU and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation are governed by, and are to be construed in accordance with, the laws of the Republic of India. The courts of law in Ahmedabad will have non-exclusive jurisdiction to deal with any dispute (including non-contractual claims and disputes) which may arise out of, or in connection with this MOU, except that a Party may bring proceedings to protect its intellectual property or confidential information in any jurisdiction.
- (ii) No one except a Party, its successors and permitted assignees, will have any right to enforce any of the terms set out in this memorandum of understanding.

**8. MISCELLANEOUS**

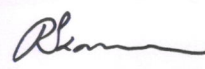
- (i) Any assignment made under this MOU will have to be agreed by both Parties to be valid.
- (ii) This MoU may be executed in separate counterparts by each of the Parties, both such counterparts together constituting but one and the same instrument. Such counterparts may be exchanged by confirmed facsimile transmission or in portable document format by electronic mail.


The Parties agree to the above terms and execute this MOU as under:

For NIT Calicut	For Umagine Hydrogen Private Limited
<p>Signature: </p> <p>Name: Dr Jose Mathew Designation: Chairman, CIIR, NIT Calicut Date: Place: Kozhikode</p>	<p>Signature: </p> <p>Name: Santosh Gurunath Designation: Director Date: 21-09-2022 Place: Ahmedabad</p>



Chairperson, Centre for Industry Institutional Relations (CIIR)  
National Institute of Technology Calicut  
Calicut, Kerala- 673601, India

  
Dr. Panneerselvam Ranganatha  
Assistant professor  
CHED, NIT Calicut

  
Dr. Muralee K-P  
Assoc. Prof MED  
NITC

