

**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

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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

