



महाराष्ट्र MAHARASHTRA

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AP 519250



#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Undertaking (MoU) is made on this day, the ..... 2020 between Vasantdada Sugar Institute, Pune herein referred to as VSI having its office at Manjari (Bk.), Tal. Haveli, Dist. Pune, Maharashtra, Pin: 412307 and Nira Bhima SSK Ltd, herein referred to as NBSSKL having its office at **Shahajinagar, Tal. Indapur, Dist. Pune**. Which expression shall unless repugnant to the context or meaning there of shall mean and include its successor and assigns.

The MoU is signed for the purpose of installation and operation of two anaerobic digesters by NBSSKL on technology developed by VSI, entitled, "**Production of biogas from press mud cake (PMC) and/or sugarcane bagasse (SCB)**".

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Principal  
Vasantdada Sugar Institute  
Manjari (Bk.), Tal. Haveli,  
Dist Pune - 412 307



Department of Alcohol Technology and Bio-fuels, VSI, Pune, is planning to install and operate two anaerobic pilot scale digesters (50000 L capacity each) for "Production of biogas from press-mud cake (PMC) and/or sugarcane bagasse (SCB)" at plant premises of **Nira Bhima SSK Ltd.**

Whereas two anaerobic pilot scale digesters (50000 L capacity each) are used for conducting trials for production of biogas from press mud cake (PMC) and/or sugarcane bagasse (SCB). NBSSKL has given consent vide mail dated 24<sup>th</sup> September 2020 for installation and operation of above mentioned pilot scale digester in their plant premises.

**Nira Bhima SSK Ltd** will be involved in this project as a partnering industry.

**Responsibilities of Nira Bhima SSK Ltd:**

The partnering industry shall;

- a) Provide entire costing for fabrication, design, installation, commissioning and operation of pilot scale anaerobic two digesters.
- b) Provide space required for installation of pilot scale anaerobic two digesters in their premise at a suitable location without any cost.
- c) Provide raw material (SCB, PMC, manpower, water, electricity, steam, laboratory facilities and other materials/utilities required to conduct the trials on pilot scale plant without any cost.
- d) Operate pilot scale plant as per VSI guidelines and submit data collected during commissioning and pilot scale plant operation to VSI.
- e) NBSSKL agrees that any intellectual property, which will be developed through this project and through operation of the pilot scale plant will be solely owned by VSI.
- f) NBSSKL will provide operators and helpers at free of cost for operation of the pilot scale plant.
- g) NBSSKL shall follow the instruction given by VSI, from time to time;
- h) NBSSKL will not conduct such parallel activity which may be prejudicial to the interests of the said project.
- i) NBSSKL will maintain confidentiality of the results obtained through the operation of pilot plant and intellectual property.

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- j) **NBSSKL** will provide assistance for conducting analysis during plant operations.
- k) **NBSSKL** will allow the staff of **VSI** and guest of **VSI** to visit the pilot plant site during its operation period.

**Responsibilities of VSI:**

The VSI shall,

- a) Provide conceptual and technical inputs to fabrication and installation of a pilot scale plant at **NBSSKL** plant premises.
- b) Provide SOPs (standard operating procedure) for operation of pilotscale plant.
- c) Provide norms and guidelines wherever necessary.
- d) Be responsible for the logical and operational aspects of the of the pilotscale plant and component of the said scheme;
- e) Provide timely Inputs and any other necessary guidance/information to **NBSSKL**.
- f) Shall ensure through proper co-ordination and consultation that all theperformance parameters achieved for which the said scheme is designed;
- g) After successful completion ofpilotscale plant trials, if **NBSSKL** is convinced and interested, this technology can be transferred to **NBSSKL** without charging any technology transfer fees, in lieu of the cost of installation of commercial scale plant will be borne by **NBSSKL**.
- h) The pilot scale plant will be the property of **NBSSKL** and will remain with **NBSSKL** after trials.
- i) After successful completion of trials on pilot scale plant, **NBSSKL** shall establish a commercial plant at its own cost and **VSI** will provide knowhow to **NBSSKL** at no cost and **VSI** will have no rights in the profit earned in this commercial scale plant of **NBSSKL**.
- j) After the successful completion of commercial scale plant trials at **NBSSKL** premises, **VSI** shall have sole rights on intellectual property and rights to transfer this technology to other parties.

Both the parties shall have the right to terminate the agreement with prior notice of one month if either of them fails to provide the services successfully as mentioned in the agreement, or violates any of the clauses mentioned in the MOU, or ill use of the technology.

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#### Dispute Settlement and Arbitration

In case of any dispute or difference of opinion or interpretation of the MOU arising out of the activities performed under the provisions of this contract or related document not amicably resolved completely by mutual discussion or consultation between the parties within thirty days (30), the entire matter shall be referred to the Administrative Mechanism for Resolution for settlement of commercial disputes.

Notwithstanding anything contained in above para, in case of any dispute or difference of opinion falling under the exception to the ambit of Administrative Mechanism the party to this contract/agreement/MOU with mutual consent may take recourse of any alternative dispute settlement mechanism including arbitration for settlement of such disputes as per applicable law and procedure.

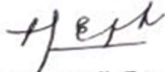
#### Jurisdiction

Any dispute arising out of the implementation or interpretation of any provisions of this MOU shall be subject to the exclusive jurisdiction of Pune court.

**Force Majeure clause**, neither party shall be held responsible for non-fulfilment of their respective obligations under the agreement due to the exigency of one or more of the unforeseen events such as but not limited to Acts of God, war, flood, earthquake, 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 other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

This MoU shall take effect upon signing by both Parties and shall remain in effect for a period of three (3) years from that date unless earlier terminated. The MoU may be renewed at the end of this period by mutual written agreement by both the Parties.

For Nira Bhima SSK Ltd



(Harshwardhan S. Patil, Founder)

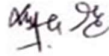
For VSI



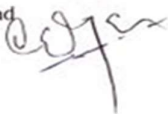
(Shivajirao Deshmukh, Director General)

Witness

1. Mr. S. G. Genge Patil



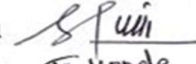
2. Mr. K. A. Gaikwad



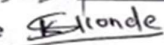
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Witness

1. Dr. S. V. Patil



2. Dr. K. S. Konde



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