



M V G R COLLEGE OF ENGINEERING(A)

Chintalavalasa, Vizianagaram-535005

Accredited by NAAC with 'A' Grade & Listed u/s 2(f) & 12(B) of UGC

(Approved by AICTE, New Delhi and Permanently Affiliated by JNTUK-Kakinada)

7.1.3.

Describe the facilities in the Institution for the management of the following types of degradable and non-degradable waste (within 500 words)

CONTENTS

Relevant documents like agreements/MoUs with Government and other approved agencies:

S. No.	Description	Pages
1	MoUs with Benaka Bio Technologies Ltd	01 to 08



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BH 601575

S.No... 4504... Rs... 100/-

Date... 08.05.2016

Sold to... D.V. K.V. Lakshinipathi Rao & Partners
For whom... M.V.G.R. College of Engineering Chintalavalasa

Maddamsetty Srinivasa Rao
Maddamsetty Srinivasa Rao
Licenced Stamp Vendor
L.No. 02-13-001/1994
R.No. 02-13-15/2015 to 2017
Bij Veedhi, Patodi Village,
Vizianagaram(M). Cell : 9440365192
V251

MOU

This Agreement is entered into on this 30th day of MAY, 2016 at MVGR College of engineering, by and between:

Benaka Biotechnologies registered under Companies Act, 1956 vide incorporation No. situated at J1-204, Greenwood regency,(Next)Wipro corporate, Sarjapur road, Bangalore- 560034 (hereinafter called BENAKA).

And

MAHARAJ VIJAYARAM GAJAPATHI RAJ COLLEGE OF ENGINEERING (AUTONOMOUS), situated at Chintalavalasa village, Vizianagaram-535005.

(Hereinafter called MVGR).

(BANAKA and MVGR being referred to in this Agreement individually as "Party" and together as "Parties".)



WHEREAS, the MVGR is engaged in the Research of certain products technologies including green energy made a part hereof; and

WHEREAS, the BENAKA is engaged in the Research, Design, Development, manufacturing, marketing, sale and distribution of green energy products made a part hereof; and

BENAKA and MVGR desires to have collaboration educational purposes in the area of Bio-gas and bio-technologies and on the terms and conditions set out hereinafter.

1. DEFINITIONS

- a. In this Agreement unless the context otherwise requires, the following terms shall have the meaning hereinafter respectively assigned to them:
- b. "Agreement" shall mean this Agreement together with all annexure and appendices hereto as amended from time to time in accordance with the provisions contained in this Agreement.
- c. "Effective Date" shall mean the date of execution of this Agreement by the Parties.
- d. "Commercialization" means exploitation of OTHER_PARTY products for commercial use. The commercialization shall include but not limited to further development of OTHER_PARTY products for making it commercially available to the customer, customization of product used in product to suit to the customer requirements, and exploitation of product, as whole of part of products to provide customized solutions to customer.
- e. 'Exploit' means:
 - a. generally to develop, manufacture, use and promote;
 - b. in relation to a product, kit, apparatus, substance, documentation or information resource (or any part of such materials), to develop, manufacture, distribute, promote, sell or otherwise supply; and
 - c. in relation to a method or process, to use the method or process or to develop, manufacture, distribute, promote, sell or otherwise supply a product, kit or apparatus which is the product of the method or process, or the use of which is proposed or intended to involve the exercise of the method or process.

2. EFFECTIVE DATE

EFFECTIVE DATE for the AGREEMENT: 30th MAY 2016.



3. TERM OF AGREEMENTS

- a. BENAKA's agrees to share its technologies and know how in the area of bio-gas and bio-technologies
- b. As the understanding involves greater collaboration, there will be significant information flow between parties. Both parties agrees to leverage from each other for the project
- c. The operations of BENAKA under this Agreement are subject to the sole control and management of BENAKA.
- d. BENAKA shall provide latest green energy technologies available in USA to other party to jointly develop new technologies suitable for Indian environment.
- e. BENAKA sets up prototype Biogas plant, at the MVGR premises. BENAKA shall provide all components, required (mechanical, electrical and civil) to set up biogas plant. MVGR shall provide, unrestricted access to BEANAK to oversee complete plant operation.
- f. Whereas MVGR send their expert team to multiple potential sites, where biodegradable waste is available(including diaries, sugarcane industries, cotton waste, jute mills..etc) to do case study and develop new products along with Benaka.
- g. Whereas MVGR shall provide physical space (discussion office, land with sufficient safety margin etc.) to set up the plant, electrical power supply, water and other logistics(including manpower) for construction and operation of plant. The MVGR shall also provide security and expertise from mechanical, chemical and civil areas.
- h. BENAKA shall allow MVGR to use its plant, components and know-how for educational purposes.

Handwritten signature



Handwritten signature
PRINCIPAL
MVGR College of Engineering
Vijayaram Nagar, Chinthalavalasa
VIZIANAGARAM-533005

3.3 Permission Restrictions

BENAKA may use scaled-up version of all or any part of the developed design for its own use and exploit it commercially. MVGR, at any instance, shall not lay any claim on it.

MVGR shall not permit any third party to, copy, modify, market, reproduce, sell or distribute the components or design without written consent of BANAKA in strict accordance with this Agreement.

Whereas MVGR shall engage, experts from various specialties, not limited to mechanical, civil and chemical engineering to develop new technologies along with BENAKA team.

BENAKA shall send industry experts from USA, to deliver lectures on developing latest technologies at other party premises.

BENAKA may appoint any third party of monitor and carryout operations on its behalf. MVGR shall extend access of plant to nominated third party when received in written from BENAKA management.

MVGR shall permit any third party appointed by Benaka for taking up repair, maintenance, replacement and operations on behalf of Benaka. Benaka will intimate MVGR in writing about such appointment.

MVGR shall provide unrestricted access to BENAKA to take out plant material for its own use whenever required.

MVGR shall not share any information or material of confidential nature without consent of Benaka.

4. Expenses.

Each Party shall bear its own expenses in soliciting and executing its obligations under this Agreement.

However, MVGR shall bear travelling, stay and food expenses of any experts visiting (from any location in India or USA) to deliver any form of expert lectures or training to MVGR.

MVGR shall take care of expenses of experts from Benaka visiting the campus for purpose of delivering guest lectures or being resource persons in workshops on the invitation of MVGR



5. Data Collection and Reporting

As part of the data collection, MVGR shall keep BENAKA informed about any information or data collected from the plant operation.

6. Research and Development

MVGR shall have a right to add, remove, and modify auxiliary, instrumentation meant for facilitating R&D with intimation to Benaka.

All maintenance including repair arising out of R&D activity undertaken by MVGR shall be borne by the institute.

7. Preexisting Intellectual Property

Except as expressly provided for in this Agreement, BENAKA and MVGR shall each retain all Intellectual Property that they owned prior to the Effective Date, and this Agreement shall not be interpreted or construed to grant a Party any rights, title, interest or license in the other Party's preexisting Intellectual Property.

8. Use of Trademarks

Each Party recognizes that the name, logo and trademarks of the other Party represent valuable assets of such entity and that substantial recognition and goodwill are associated with such assets. Each Party hereby agrees that neither it nor any of its affiliates shall use the name, logo or any other trademarks of the other Party without the prior written consent of the other party, which will not be unreasonably withheld or delayed. No Party will acquire any right, interest or license in any trademark or service mark of the other Party by virtue of this Agreement.

BENAKA logo should be prominently displayed on the plant.

9. Intellectual Property

Benaka and MVGR shall retain all the intellectual property that is developed jointly at part of collaboration under this agreement.

Whereas MVGR is allowed to publish research papers on produced technology in the area of collaboration under this agreement. Any publications, arising from the research work, shall be jointly published. MVGR shall not use any data or know-how from the activities, under the confidence of this agreement, without written approval of BENAKA management.

For purposes of this Agreement, "INTELLECTUAL PROPERTY" shall mean all intellectual property and proprietary rights worldwide (whether or not registered or registrable, patented or patentable) including, without limitation, patents, copyrights, trademark rights, trade secret rights, know-how, show-how, discoveries, improvements, moral rights, and rights in ideas,



MS

[Handwritten Signature]
PRINCIPAL

MVGR College of Engineering
Vijayaram Nagar, Chinthalapalle
VIZIANAGARAM-535005



inventions, innovations, Confidential Information, industrial models, processes, methods, formulae, compositions, findings, research and development information, databases, industrial designs, content, electronic data files, user guides, drawings, techniques, software, computer programs, business information, business plans, technical knowledge, technical information, maintenance information, brochures, labels, integrated circuit topographies, and all other items with similar characteristics, along with all other similar rights and all applications, registrations, divisional, continuations, continuations-in-part, re-examinations, extensions, and documented records of invention or patent disclosures or the like in and to any and all of the foregoing.

10. TERMINATION

The initial term of this Agreement shall commence on the Effective Date and continue for a period of 36 months. After the Initial Term, the contract will remain in place until terminated by either party as set out in clauses 9(a) and (b) below.

- a. Either party may terminate this Agreement immediately upon written notice to the other party in accordance with the notice provisions set forth in Section 9(a) of this Agreement upon (i) a breach of any of the terms and conditions of this Agreement, (ii) any act of misfeasance, malfeasance, or nonfeasance by the other party, or (iii) should either party become involved in insolvency proceedings, receivership, or bankruptcy proceedings.

During the tenure of the agreement, if either party commits a substantial breach of this agreement, the party not in default shall instruct, through a written notice, the defaulting party to rectify the breach committed within a period of 30 days from the date of the written notice.

If the defaulting party fails to rectify the above mentioned breach within the stipulated time period of 30 days, the party not at fault can terminate this agreement by giving the defaulting party 30 days notice in writing of its intention to do so.

- b. This Agreement can be terminated by either party after the initial term without cause upon (90) days written notice to the other party, in accordance with the notice provisions set forth in Section 9(a) of this Agreement. In the event of other party making an agreement or composition with creditors or having winding up order against them or going into compulsory or voluntary liquidation except for the purpose of Company reconstruction.

Upon termination, the MVGR shall promptly delete all data and information, received as part of activities under this contact. The MVGR shall not use any information or data post termination of contract.



11. ARBITRATION

All disputes whatsoever which shall either during the continuance of this agreement or afterwards arise between the parties hereto respecting this Agreement or the construction or application thereof or any clause or thing herein contained or as to any deed of any of the parties hereto or as to any other matter in any way relating to this Agreement or the rights, duties or liabilities of either party under this Agreement shall be referred to a single arbitrator if the parties agree upon one, otherwise two arbitrators one to be appointed by each party to the dispute and the said two arbitrators shall appoint an umpire in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications thereof for the time being in force.

Notwithstanding these provisions the parties bind themselves whenever and wherever possible to fulfill this agreement in a spirit of goodwill and cooperation for the prevention of dispute and to furtherance of their mutual interests. The venue of Arbitration shall be at Bangalore.

12. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligation under this agreement 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, Strikes, Lockouts, Epidemics, Riots, Civil Commotions etc. provided on the occurrence and cessation of any such event 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 conditions continue beyond six months, the parties shall jointly decide about the future course of action.



13. AMENDMENTS TO THE AGREEMENT

No amendment or modification of this agreement shall be valid unless the same is made in writing by either of the parties or their authorized representatives specifically stating the same to be an amendment of this agreement and duly signed by the other party as token of this consent. The modification / changes shall be effective from the date on which they are made/ executed unless otherwise agreed to.

14. ASSIGNMENT OF THE AGREEMENT

The rights and/or liabilities arising to any party to this agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.







PRINCIPAL
MVGR College of Engineering
Vijayaram Nagar, Chinthalavalasa
VIZIANAGARAM-535005


15. **JURISDICTION**

The Courts in Bangalore only and not any other Courts shall have jurisdiction in the event of disputes of differences between the parties regarding this Agreement or any other matter incidental thereto. This Agreement is signed by parties at Bangalore in token of their acceptance.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

HS Dave
For Benaka Bio-Technologies Private Limited


HARSHAD DAVE
For and on behalf of
Benaka Bio-Technologies
Bangalore

[Signature]
Dr. K.V.L. RAJU
PRINCIPAL
MVGR College of Engineering
Chintalavalasa, Vizianagaram-535 005


Dr. K.V.L. RAJU
For and on behalf of
Principal
MVGR College of Engineering
Chintalavalasa
Vizianagaram

V. Vamsi Nadh
Witnesses:

V. Vamsi Nadh

[Signature]
Witnesses:
OTHER_PARTY

ID J J Rana Usha