

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AN 329914

MEMORANDAM OF UNDERSTANDING (MOU)
FOR SRI AND EEPC INDIA

This Memorandum of Understanding (MoU) is entered into this TWENTY FOURTH day of AUGUST, 2023 between:

Shriram Institute for Industrial Research (a unit of Shriram Scientific and Industrial Research Foundation, a society registered under the Society Registration Act) with its office at, 19, University Road, Delhi-110007, India (hereinafter referred to as the "SRI" which expression shall, unless repugnant to the context or inconsistent with the meaning thereof, mean and include its employees, representatives, assigns etc.) and represented through its **Director** of the **ONE PART**.

AND

EEPC India, a company formed and registered as a company under the provisions of Indian Companies Act, 1913 (Presently a Section 8 company under Companies Act, 2013) having its registered office at Vanijiya Bhawan (1st Floor), International Trade Facilitation Centre, 1/1, Wood Street, Kolkata – 700 016, West Bengal (hereinafter referred to as "EEPC" which expression shall, where the context so admits, include its successors-in-interest, employees, representatives and assigns) of the **OTHER PART**.

The above parties shall be jointly referred to as "Parties" and individually as "Party".

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1. Objective:

WHEREAS **SRI and EEPC India** have agreed to work jointly on some identified areas for the internal benefit in the areas of up-gradation of technology and value chain for the members within each party's terms of reference and in accordance with the laws of the land.

2. SCOPE OF THIS MOU:

SRI and EEPC India agree to cooperate, to the extent that the laws of the land permit each of them to and also within the terms of reference of each of them, inter alia, in the following areas:-

- a. **R&D, Development and Innovation Support-** Innovations in various areas of research including product and process development e.g. Purification of Bio-gas by removing CO₂ and H₂S which may be alternate for automotive fuel, anti-corrosion ultra-violet coating (non-pollutant) or any new product development work as per requirements received from Engineering Industry members of EEPC India.
- b. **QC/QA Support** – Implementation of Quality Management Practices and Systems.
- c. **Analytical Services-** Complete chemical, physical, mechanical and metallurgical studies and analytical work in various sectors of industries.
- d. **Environment Protection-** Studies on quantities risk assessment, Green Technology, control of Carbon foot print.
- e. **Gamma Irradiation Processing-** Sterilization of medical equipment & surgical products.
- f. **Calibration/ Validation-** of Instruments and Equipment.
- g. **Technology Business Incubator** - Equipment & services are offered for incubating ideas of entrepreneurship into successful business ventures.
- h. **Waste to wealth** - Industrial waste from casting, forging, machine, electrical, etc. may be converted to usable product.
- i. **Dissemination of Knowledge** – Conduct capacity building Workshops, Seminars, Webinars, etc. for improving productivity and quality.
- j. Other Customized studies in the field of engineering industries.



3. EFFECTIVE DATE, DURATION AND TERMINATION OF THE MOU:

This Agreement becomes effective, subject to what is mentioned in Clause no. 9 of this Agreement, from the day of signing and shall remain operative for a period of three years therefrom, until either of the two organisation requests its termination in writing to the other person at least three months in advance. Both the parties herein will have the right to propose amendments if and when they consider such amendments are necessary to improve the co-operation between them.

4. NO LIABILITY CLAUSE:

SRI and EEPC India agree that there would not be any legal and financial liability due to any lapse on either side due to reasons beyond control and on account of force majeure situation.

5. INTELLECTUAL PROPERTY RIGHTS:

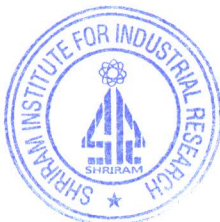
SRI and EEPC India will have ownership over their respective patent, copyright and / or publications arising out of / to be used for the technology developmental work and such intellectual property rights shall remain with the respective parties even after termination of this agreements. However, all the matters of joint projects related to IPR inclusive of Patents and Scientific Publications will be shared mutually between the Parties.

6. CONFIDENTIALITY:

This MoU shall be private and confidential and the Parties hereto shall not disclose or divulge the contents hereof to any third party (except as required under law) without the written permission of the other party. Neither party shall disclose any information or share any data concerning the affairs of other party which may have come to its knowledge by virtue of this association or otherwise to any other person/organization /anyone else without the written consent of other party.

7. NON-EXCLUSIVITY CLAUSE:

This agreement is in no way exclusive and the signing parties remain free to make similar agreements with other institutions of their choice and also to execute any obligations arising from already concluded agreements.



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8. FORCE MAJEURE:

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquake, strike, lockouts, epidemics, pandemic, 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 the 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.

9. Enforceability:

The aforementioned protocol and co-operation can only be implemented in a legally binding form on the basis of special agreements and other adopted resolutions, which may be elaborated in future and then also subject to the national laws of the country. It is made clear that nothing hereinabove, whether express or by necessary implication, shall be enforceable as against either party, and no right or liability, as the case may be, shall arise from this Agreement in favour and/or as against any of the parties hereto.

This memorandum of understanding is made in duplicate in English language.

In witness whereof **Shriram Institute for Industrial Research** and **EEPC India** cause their representatives to set their hands hereto in Kolkata on the date mentioned above.

Signed for and on behalf Shriram Institute for Industrial Research

Mukul Das

**Mr. Mukul Das
Director**

**DR. MUKUL DAS
Director**

**Shriram Institute for Industrial Research
19, University Road, Delhi-110007**

Seal:

Mannohar Kumar

1. Witness (Name & Address)

2. *V. S. Gil*

Signed for and on behalf of EEPC India

Suranjan Gupta

**Mr. Suranjan Gupta
Executive Director**



Seal:

Suranjan Gupta

1. Witness (Name & Address)

Suranjan Gupta

