



छत्तीसगढ़ CHHATTISGARH

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INDUSTRY-ACADEMIA CONSULTANCY AGREEMENT

This Agreement is made this 19th day of March, 2008, by and between MECO Technologies Private Limited, Bilaspur (the "Company"), a corporation organized and existing under the laws of the Government of India, and department of Biotechnology, Guru Ghasidas Vishwavidyalaya (Central University), an educational institution, acting through Dr. Harit Jha, faculty member of Department of Biotechnology (the "Consultant")

WHEREAS, the Consultant, as a member of the faculty Department of Biotechnology, Guru Ghasidas Vishwavidyalaya, Bilaspur, is permitted to perform limited consulting services for MECO Technologies Private Limited, Bilaspur, subject to the terms and conditions of and the applicable policies and procedures of Guru Ghasidas Vishwavidyalaya, Bilaspur;

WHEREAS, the Company desires that the Consultant provide advice and assistance to the Company in his or her area of expertise; and

WHEREAS, the Consultant desires to provide such advice and assistance to the Company under the terms and conditions of this Agreement;

NOW, THEREFORE, the Company and the Consultant hereby agree as follows:

Varun Kumar Pandey

Notary & Advocate

Civil Dist. Bilaspur (C. G.)

2069 19/3/18

For, MecO Technologies Pvt Ltd

Harit Jha
Director

Harit Jha
Student Professor

क्र. 10/84 दिनांक 16/3/2018
 श्रमिकी ...
 नाम विवेक ...
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 हस्ताक्षर ...



नकली
[Handwritten signature]

मुकुंद मिश्रा
 स्टाम्प सेंटर
 भीतांजली नगर (करबला)
 बिलासपुर (छ.ग.)

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1. Consulting Services

(a) Subject to the terms and conditions of this Agreement, the Company hereby retains Consultant as a consultant and technical advisor to perform the consulting services specifically mentioned in the Agreement and made a part hereof (hereafter referred to as the "Services"), it may be amended in writing from time to time, and Consultant agrees, subject to the terms and conditions of this Agreement, render such Services during the term of this Agreement

(b) Company shall provide Consultant, in advance of meetings, with accurate, unbiased and sufficient information for him to review the subject matter thereof, and shall promptly provide further information that Consultant reasonably deems relevant to forming any pertinent conclusions relevant to the matter for discussion. It is expressly understood that Consultant has no fiduciary obligation to Company, but instead a contractual one described by the terms of this Agreement; that Consultant's role is to provide independent advice uninfluenced by commercial concerns; and that service as a Consultant does not require him to be an advocate for Company or its products in any forum, public or private. Company expressly agrees that under no circumstances will this role be compromised or inaccurately represented.

2. Compensation and reimbursement.

In consideration of the services to be provided by Consultant to the Company hereunder, the Company shall pay to Consultant Rs 1000/Visit. In addition, the Company shall reimburse Consultant for reasonable travel and other expenses Consultant incurs in connection with performing the Services. To obtain reimbursement, Consultant shall submit to the Company, an invoice describing services rendered and expenses incurred under this Agreement.

3. Indemnification

Notwithstanding any other term of this Agreement, Company shall indemnify, defend and hold harmless Consultant, and Guru Ghasidas Vishwavidyalaya, Bilaspur, its corporate affiliates, current or future directors, trustees, officers, faculty and professional staff, employees, students and agents and their respective successors, heirs and assigns (the "Indemnitees"), against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments arising out of this Agreement (including, but not limited to, actions in the form of tort, warranty, or strict liability).

4. Intellectual Property

(a) Consultant and Guru Ghasidas Vishwavidyalaya, Bilaspur understand and acknowledge that Company will be providing access to proprietary and valuable information that Consultant might otherwise not receive. In addition, those parties also understand that should Consultant, in the course of providing Services, invent or participate in inventing modifications or improvements to Company technology, Company reasonably seeks to secure such improvements for its own use and practice. At the same time, Company understands and acknowledges that Consultant has pre-existing and on-going obligations to Guru Ghasidas Vishwavidyalaya, Bilaspur. These obligations include a duty on the part of Consultant to disclose and assign to Guru Ghasidas Vishwavidyalaya,

Varun Kumar Pandey

Notary Advocate

Civil Distt. Bilaspur, C. G. I

For, Meco Technologies Pvt Ltd

[Signature]
Director

Bilaspur any inventions or other proprietary rights arising during the course of such employment and any overlapping consulting arrangements (including this Agreement), and an obligation to ensure that any consulting agreement he enters into is not in conflict with the Guru Ghasidas Vishwavidyalaya, Bilaspur policy on Inventions and Intellectual Property or in conflict with other Guru Ghasidas Vishwavidyalaya, Bilaspur commitments, such as Consultant's obligation to publish research results.

(b) In order to enter into this Agreement with Consultant, Company therefore further acknowledges and agrees that in the event that any conflict should arise between the duties set forth in this Agreement and Consultant's obligations to Guru Ghasidas Vishwavidyalaya, Bilaspur, Consultant shall necessarily notify Guru Ghasidas Vishwavidyalaya, Bilaspur immediately, and that Consultant's obligations to Guru Ghasidas Vishwavidyalaya, Bilaspur shall take precedence over the terms of this Agreement.

(c) However, the parties agree that it is mutually beneficial that Consultant be able to participate fully in providing Services, as stated herein, without being obligated to constrain her or his comments or contributions based upon the complexities of applying these conflicting obligations to intellectual property ownership. Therefore, in order to reconcile these obligations, and promote Consultant's participation, during the term of this Agreement Consultant shall promptly report and simultaneously disclose to Guru Ghasidas Vishwavidyalaya, Bilaspur and to the Company, all inventions, improvements, modifications, discoveries, methods and developments, whether patentable or not, made or conceived by Consultant, or by employees or agents of Company under Consultant's direction, during the performance of this Agreement that result directly from Confidential Information provided by Company pursuant to this Agreement and either embody Company technology or are reduced to practice as a modification or improvement to Company technology (hereby designated "Inventions"). Ownership of such Inventions, and any patent rights related thereto, shall reside with Guru Ghasidas Vishwavidyalaya, Bilaspur, if covered by applicable Guru Ghasidas Vishwavidyalaya, Bilaspur policies, or otherwise with Company but subject to a mandatory, cost-free license back to Consultant to use the Invention for academic research purposes.

(d) The Consultant acknowledges that the Company does not desire to acquire any trade secrets, know-how, confidential information, or other intellectual property that the Consultant may have acquired from or developed for any third party, including the Institution ("Third-Party IP"). The Company agrees that in the course of providing the Services, the Consultant shall not be required to use or disclose any Third-Party IP, including without limitation any intellectual property of (i) any former or current employer, (ii) any person for whom the Consultant has performed or currently performs consulting services, or (iii) any other person to whom the Consultant has a legal obligation regarding the use or disclosure of such intellectual property.

5. Confidential Information

(a) The parties acknowledge that in connection with Consultant's Services, the Company may disclose to Consultant confidential and proprietary information and trade secrets of the Company, and that Consultant may also create such information within the scope and in the course of performing the Services (hereinafter, subject to the exceptions below, "Company Confidential Information"). Such information may take the form of, for example: data concerning scientific discoveries made by the Company; the Company's know-how; the Company's manufacturing

Varun Kumar³ Pandey
Notary & Advocate
Civil Distt. Bilaspur (C. G.)

For. Meco Technologies

Director



strategies and processes; the Company's marketing plans; data from the Company's evaluations in animals and humans; the Company's past, present and future business plans; the Company's strategy for or status of regulatory approval; or the Company's forecasts of sales and sales data. Notwithstanding the above, the Company acknowledges and agrees that none of the information described in this Paragraph (except Confidential Information created by Consultant) will be considered Company Confidential Information for purposes of this Agreement, unless the information is disclosed to Consultant by the Company in writing and is clearly marked as confidential, or, where verbally disclosed to Consultant by the Company, is followed within thirty (30) days of such verbal disclosure by a writing from the Company confirming such disclosure and indicating that such disclosure is confidential.

(b) Subject to the terms and conditions of this Agreement, Consultant hereby agrees that during the term of this Agreement and for a period of three (3) years thereafter: (i) Consultant shall not publicly divulge, disseminate, publish or otherwise disclose any Company Confidential Information without the Company's prior written consent, which consent shall not be unreasonably withheld; and (ii) Consultant shall not use any such Company Confidential Information for any purposes other than consultation with the Company, except that Consultant's use of such information for purely internal academic research, without disclosure outside Guru Ghasidas Vishwavidyalaya, Bilaspur, shall not be a breach of this Agreement provided that Consultant is not in breach of the Intellectual Property provisions of Paragraph above. Notwithstanding the above, the Company and Consultant acknowledge and agree that the obligations set out in this Paragraph shall not apply to any portion of Company Confidential Information which:

- (i) Was at the time of disclosure to Consultant part of the public domain by publication otherwise; or
- (ii) Became part of the public domain after disclosure to Consultant by publication or otherwise, except by breach of this Agreement; or
- (iii) Was already properly and lawfully in Consultant's possession at the time it was received from the Company; or
- (iv) Was or is lawfully received by Consultant from a third party who was under no obligation of confidentiality with respect thereto; or
- (v) Was or is independently developed by Consultant without reference to Company Confidential Information;
- (vi) Is required to be disclosed by law, regulation or judicial or administrative process; or
- (vii) In the case of information prepared by Consultant, is encompassed within and derived from Consultant's academic and professional commitments to Guru Ghasidas Vishwavidyalaya, Bilaspur, and/or any other consulting or research engagement, provided that Confidential Information described in this clause (vii) which constitutes Inventions shall be subject to the intellectual property provisions of of this Agreement

Varun Kumar Pandey
Notary Advocate
Civil Dist. Bilaspur (C. G.)

For, Mecco Technologies Pvt. Ltd.

Director



(c) Notwithstanding any other term of this Agreement, the Company agrees that it shall not disclose to Consultant any information which is Company Confidential Information: (i) except to the extent necessary for Consultant to fulfill Consultant's obligations to the Company under this Agreement; or (ii) unless Consultant has agreed in writing to accept such disclosure. All other information and communications between the Company and Consultant shall be deemed to be provided to Consultant by the Company on a non-confidential basis. The Company also agrees that Consultant may share the terms of this agreement on a confidential basis with its employers, legal and financial advisors, insurers and other third parties who have a legitimate need to know about them, and that Consultant may disclose the existence and general nature of his consulting arrangement with the Company with the University, his colleagues and co-workers, and his collaborators, as well as publishers and audience members at scientific conferences and forums at which Consultant is speaking or presenting, whenever such disclosures are legally or ethically required or appropriate. The Company further agrees that Consultant shall not be liable to the Company or to any third party claiming by or through the Company for any unauthorized disclosure or use of Company Confidential Information which occurs despite Consultant's compliance with Consultant's obligations under this Agreement.

(d) Upon termination of the Agreement, or any other termination of Consultant's services for the Company, all records, drawings, notebooks and other documents pertaining to any Confidential Information of the Company, whether prepared by Consultant or others, and any material, specimens, equipment, tools or other devices owned by the Company then in Consultant's possession, and all copies of any documents, shall be returned to the Company, except Consultant may keep one copy of all documents for his or her files (which copy shall be subject to the confidentiality and non-use requirements set out in this Agreement).

6. Publication

Notwithstanding any other provision of this Agreement, Company understands that Consultant has primary professional, academic and ethical obligations arising in connection with Consultant's positions at Guru Ghasidas Vishwavidyalaya, Bilaspur and that Consultant is subject to policies of those institutions which protect academic freedom and preserve ownership of intellectual property rights. Company agrees that Consultant shall be free to publish within the scope of his or her professional and academic duties with respect to Consultant's participation as a Consultant, provided that Consultant does not reveal Confidential Information. Company therefore agrees that in the course of her or his professional and academic duties, Consultant may discuss such participation at conferences, with colleagues, and with students, residents and fellows as Consultant deems appropriate, without revealing such Confidential Information.

7. Term

(a) This Agreement shall remain in effect for a term of Three years commencing on the date first written above, unless sooner terminated as hereinafter provided, or unless extended by agreement of the parties and the assent of Guru Ghasidas Vishwavidyalaya, Bilaspur.

(b) This Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice to the other; provided that if Consultant terminates this Agreement, Consultant shall, in accordance with the terms and conditions hereof, nevertheless wind up in an orderly

Varun Kumar Pandey
Notary & Advocate
Civil Dist. Bilaspur (C. G.)

For, Meco Technologies Pvt. Ltd.
Director

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fashion assignments for the Company which Consultant began prior to the date of notice of termination hereunder.

(c) Upon termination of this Agreement for any reason, Consultant shall be entitled to receive such compensation and reimbursement, if any, accrued under the terms of this Agreement, but unpaid, as of the date Consultant ceases work under this Agreement. In addition, Consultant shall be reimbursed for any non cancellable obligations, any cancellation penalties, and, unless Consultant terminates the agreement without cause, any expenditures reasonably made in order to perform the Services that were to occur had cancellation not occurred.

9. Other Agreements

(a) The Consultant shall use reasonable efforts not to use any facilities, funds, or equipment owned or administered by the Institution in the performance of the Services, except with the prior written consent of the Company and in accordance with all applicable policies of the Institution.

(b) Company shall not use Consultant's name or depiction, or the name, logos, trademarks, or depictions of Guru Ghasidas Vishwavidyalaya, Bilaspur, or any officer, director, employee, appointee, medical staff member of employee of either, or any adaptation thereof, in any promotional, advertising or marketing literature, or in any other way without the prior written consent of Guru Ghasidas Vishwavidyalaya, Bilaspur, the individual, or Guru Ghasidas Vishwavidyalaya, Bilaspur, as appropriate, provided however that in neutral circumstances that do not imply endorsement or advocacy, or otherwise misrepresent the terms of this Agreement or Consultant's role, Company may accurately state that Consultant is a consultant to Company, and list his or her professional degrees and titles.

(c) No alteration or modification of this Agreement, including Exhibit A hereto, shall be valid unless made in writing and executed by Consultant and the Company and assented to by Guru Ghasidas Vishwavidyalaya, Bilaspur.

(d) The Consultant and Company mutually represent that to the best of their knowledge neither currently has any agreement with, or any other obligation to, any third party that conflicts with the terms of this Agreement. The parties agree that they shall not intentionally and knowingly enter into any such agreement.

(e) Any notice or other communication by one party to the other hereunder shall be in writing and shall be given, and be deemed to have been given, if either hand delivered or mailed, postage prepaid, certified mail (return receipt requested), or transmitted by facsimile, addressed as follows:

If to Consultant:

Department of Biotechnology
Guru Ghasidas Vishwavidyalaya
Bilaspur. (C.G.) 495009.

For, Meco Technologies Pvt. Ltd.
[Signature]
Director

If to the Company:

Varun Kumar Pandey
Notary & Advocate
Civil Distt. Bilaspur (C. G.)

Meco Technologies Pvt. Ltd.
414, Rajeev Vihar, Near Vasant Vihar
Lingiyadih ; BILASPUR - 495006.

(g) The parties acknowledge that the Services are personal in nature, and that from Consultant's perspective the specific identity of the Company, including its leadership, corporate culture, scientific staff and reputation, is material to Consultant's choice to enter into this Agreement.

Varam Kumar Pandey
Notary Advocate
Civil Dist. Bilaspur (C. G.)

For, Meco Technologies Pvt. Ltd.

[Signature]
Director



2018
19/3/18

[Signature]
Assistant Professor
Department of Biotechnology
Guru Ghasidas Vishwavidyalaya
Bilaspur (C.G.)

[Signature]
19/3/18

Witnesses

① *[Signature]*
Sachendra Mahesh
Lectr. Mahatma Singh
Kankar Road
Bilaspur (C.G.)



विभागाध्यक्ष, जैव प्रौद्योगिकी विभाग
Head, Department of Biotechnology
गुरु घासीदास विश्वविद्यालय, विलासपुर (छ.प्र.)
Guru Ghasidas Vishwavidyalaya, Bilaspur (C.G.)

② *[Signature]*
PRABHAS SANA
SURYA VIHAR
BILASPUR

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Report on MOU with MECO technologies

A Memorandum of Understanding was signed with Mecoco technologies for providing consultancy on solution to environmental and industrial waste treatment related problems. An initial preliminary work was initiated as pilot study by Mecoco technologies for a project. The work was on leaching of metal ions from the metal industry waste. The work was conceptualized, however, further work could not be carried out. The company may seek consultancy as and when any project of environmental or biological/biotechnological nature is awarded to them

Details of Event Proceedings

Date (DD-MM-YYYY)	Details of the Session	Details of Resource Person	Number of Participants
19-03-2018	MOU signing	MrAlok Surya, DrRenu Bhatt, DrHaritJha, Prof B.N. Tiwary, Prabhash Kumar Saha, Satyendra Singh,	06
26-04-2018	Interactive Session	MrAlok Surya Prabhash Kumar Saha, Satyendra Singh, Surya Kumar, DrHaritJha, MsAnkitaChaubey	06
30-04-2018	Interaction on problems related to environmental remediation based projects	MrAlok Surya Prabhash Kumar Saha, DrHaritJha, MsAnkitaChaubey	04
12-05-2018	Interactive Session	MrAlok Surya Prabhash Kumar Saha, DrHaritJha, MsAnkitaChaubey	04

Harit Jha

For, Mecoco Technologies Pvt.Ltd.

 Director