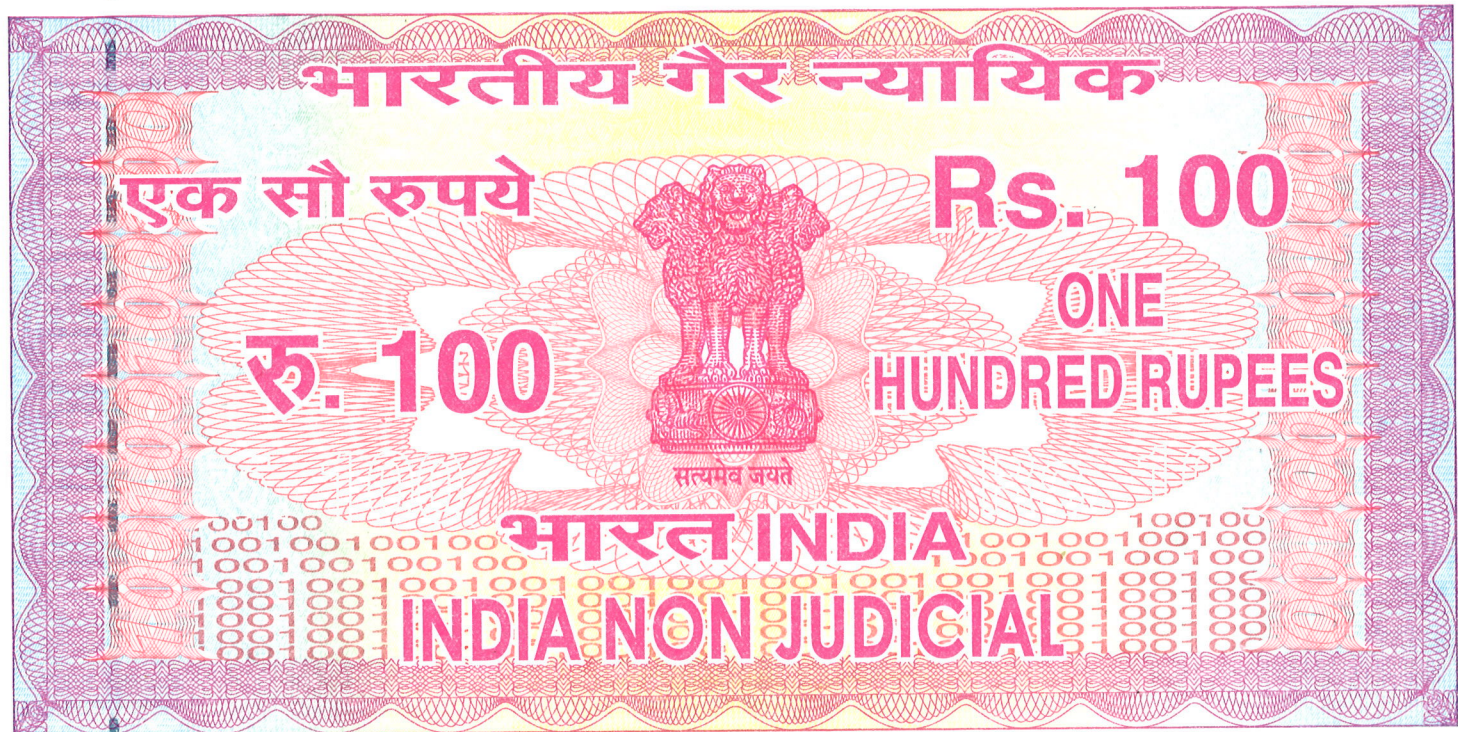




ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

No. 3734 Date 24/11/2018 Rs. 100.00.

old to P. Dora Babu S/o P. Chandra Babu Naidu, Nagaiyah gari palli

or Whom Amara Raja Batteries Cto Karakambadi

CK 561241

T. ADITHYAN GUPTA
LICENSED STAMP VENDOR

L.No.10-18-026/2012, R.L.No.10-18-025/2018
3-106, Bazar Street, RENIGUNTA-517 520.

Cell: 98853 58288

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") entered into on this 26th November 2018 by and between:

Between

AMARA RAJA BATTERIES LIMITED, a Company incorporated under the Companies Act, 1956 and having its Registered Office and Works at Renigunta – Cuddapah Road, Karakambadi, Tirupati – 517520, Andhra Pradesh, India, (hereinafter referred to as "ARBL"), which term shall unless repugnant to the context include its successors, legal representatives, administrators and permitted assignees of the **First Party**;

AND

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH, TIRUPATI, an academic institute of national importance and a statutory body established by the Government of India under the Ministry of HRD and having its main campus and administrative office at Karakambadi Road, Mangalam (P.O.) Tirupati -517507, Andhra Pradesh, India (hereinafter referred to as the "IISER"), which term shall unless repugnant to the context include its successors, legal representatives, administrators and permitted assignees) of the **Second Party**;

The Parties to this MOU are individually referred to as the "Party" and collectively referred to as "Parties".

- A. WHEREAS ARBL is in business of design, manufacture and sale of automotive and industrial batteries and ARBL has dedicated Research & Development facility which is into design, engineering, development and manufacturing of batteries for providing power source for both industrial and automotive applications and also other DC power source applications.
- B. WHEREAS, IISER is establish for imparting quality education in basic sciences and for setting up state-of-the-art research facilities for frontline and cutting-edge research in science.
- C. WHEREAS ARBL and IISER desire to enter into an agreement in which ARBL and IISER will work together for research and development of Lithium-ion battery related projects (hereinafter referred to as the “**Project**”).
- D. WHEREAS ARBL and IISER are desirous to enter into a MOU between them, setting out the working arrangements that each of the Parties for development of Lithium-ion battery related projects.

THIS MOU IS NOW MADE AND ENTERED INTO AND BOTH THE PARTIES HERETO AGREE AS FOLLOWS:

1. PURPOSE:

The purpose of this MOU is to provide the framework for Collaborative Project to be undertaken by and between ARBL and IISER.

2. AREAS OF COLLABORATION:

The Parties agree to collaborate in the following areas/domains:

- A. To participate in the Projects in the areas of batteries and energy involving new materials, designs etc.
- B. This may also involve access to mutual facilities such as Fabricating electrodes for Li-Ion Cell by ARBL, Sample analysis through SEM, XRD, DSC etc., by IISER

3. OBLIGATION OF THE PARTIES

The Parties acknowledge that no contractual relationship is created between them by this MOU, but agree to work together to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

4. CO-OPERATION

The activities for the Project shall be as mentioned in Clause 2 of the MOU herein.

5. FINANCIAL AND OTHER ARRANGEMENTS

As the Projects are cooperative in nature, using mutually available facilities, no financial transactions are involved between the Parties herein.



6. CO-ORDINATING COMMITTEE

There will be a co-ordinating committee consisting of Dr. M. Venkateswarlu and Dr Aravindan V respectively from ARBL and IISER and if necessary, two additional members from each Party who will be responsible for the effective implementation of the MOU.

7. INTELLECTUAL PROPERTY RIGHTS

- A. All background intellectual property shall remain the property of the Party disclosing the same to the other Party for the purposes of the collaboration. The use of such Background IP shall be limited to performing each Party's obligations under the collaboration.
- B. Right to intellectual property created or developed under the Project shall be decided on case-to-case basis by the Parties herein.
- C. IISER shall not use the know-how provided by ARBL for its benefit or for the benefit of third party/s or disclose the same to third party/s except with the prior written consent of ARBL and IISER agrees that it shall not to produce, reproduce, market or develop any Products/Services using know-how gathered under this MOU or otherwise, in whole or in part. All Product(s) development shall be promptly communicated by IISER to ARBL.

8. NON-COMPETE

- A. IISER agrees that it shall not itself or jointly with any another third parties and legal entities, undertake or set up another organization that undertakes activity, project or business that is identical or similar to the Project under this MOU and have identical or similar objective and scope as that of the Project, during the Term of the MOU, except with the prior written consent of ARBL.
- B. IISER further covenants that it shall not discuss with any third parties and legal entities, the details of the Project nor take any grant/monetary help/scholarship/funding or any other form of financing from any source, for activities having identical or similar objective and scope of the Project, except with the prior written consent of ARBL.

9. LIABILITY

No liability will arise or be assumed between the Parties as a result of this MOU.

10. TERM

- A. This MOU shall be valid, operative and in force for a period of 2 (two) years on and from the date of signing of this MOU. This Agreement may be renewed as may be mutually decided by the Parties in writing not less than one (1) months prior to the expiration of the term. Either Party may terminate this MOU upon thirty (30) days prior written notice to the other Party.
- B. Upon any termination of this MOU, IISER shall:
 - ensure that it does not incur any further commitments with respect to the Project;
 - deliver all deliverables of the Project, the Intellectual property rights developed under this MOU to ARBL within fifteen (15) days from the date of termination.



- All clauses intended to survive termination or expiration of this MOU, including but not limited to, the clauses titled "Confidentiality Obligations" and "Intellectual Property Rights".

11. NOTICES

All notices required or permitted to be given hereunder shall be in writing, shall make reference to this MOU, and shall be delivered by hand, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, addressed to the other Party's address set forth in the opening paragraph or at such addresses, as the other party may subsequently notify in writing.

12. GOVERNING LAW

This MOU shall be construed in accordance with the Laws of India, and under the jurisdiction of the Courts in Tirupathi, Andhra Pradesh, India.

13. CONFIDENTIALITY OBLIGATIONS

- A. During the course of this MOU, ARBL will furnish to IISER, information that are proprietary and confidential including without any limitation, processes, methods, techniques, know-how, trade secrets, and intellectual property and proprietary rights, technical information, procedures, formulae, protocols, specifications, specification of materials, material test procedures, formulation, software, flowcharts, instructions, research, financial analysis, marketing plan or data, business plans, account statements, internal auditor's reports, operation plans, photographs, plans, notes, renderings, journals, notebooks, computer programs, computer readable video, audio or sound files, and samples relating thereto and other documents and materials, and all modifications, variations, updates, enhancements and improvements thereof that has or could have commercial value or other utility in the business or prospective business of ARBL. Confidential Information may include unique combinations of separate items, which individually may or may not be confidential. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of ARBL whether or not such information is identified as Confidential Information by ARBL.

Exceptions to non-use and non-disclosure

The non-disclosure and non-use obligations agreed to herein shall not apply to any Confidential Information that IISER can demonstrate:

- (a) information that is in the public domain at the time it is received by IISER;
- (b) information that after receipt thereof by IISER enters the public domain other than through a breach of this Agreement by IISER;
- (c) information that IISER can show was, prior to receipt thereof from ARBL, lawfully in the possession of IISER and not then subject to any obligation on the part of IISER to maintain the confidentiality thereof;
- (d) information that IISER can show was independently developed by employees, agents or consultants of IISER without any knowledge or use of the information disclosed by ARBL under this Agreement; or



- (e) information that is approved in writing by ARBL for disclosure, provided that such disclosure was made by IISER in accordance with the terms of such approval.
- B. IISER shall maintain secrecy of all the findings related to investigations/analysis/testing with regard to the Project and shall not disclose the same to any other third party or legal entities.
- C. If IISER is required by any applicable law or judicial order of the court of competent jurisdiction or any competent authorities to disclose ARBL's Confidential Information, IISER shall promptly notify in advance to ARBL and allow ARBL reasonable time to secure confidential treatment of such Confidential Information (whether through protective order or otherwise) before any disclosure of the Confidential Information is made by IISER.
- D. The Confidential Information, and all rights in and to the Confidential Information, which has been or will be disclosed to IISER, shall remain the exclusive worldwide property of ARBL, and will be held in trust by IISER for the benefit of ARBL. Disclosure of Confidential Information to IISER shall not constitute any grant of right or license to IISER under any patent, copyright, trademark, trade secret or other rights now or hereinafter held by ARBL, and shall not create any commitment by implication or otherwise, of ARBL to continue discussions regarding the potential transaction or to enter into any further agreement with IISER.

14. ASSIGNMENT

IISER shall not transfer or assign any of their rights and obligations under this Agreement to any other third parties or legal entities without obtaining prior consent in writing from ARBL.

15. EXPENSES INCURRED

Each of the Parties shall be responsible for its costs and expenses incurred in connection with the negotiation or establishment of the collaboration and with the studies, discussions and negotiations, which are the subject of this MOU.

16. AMENDMENT

Any addition, deletion and / or alteration to this MOU may be effected by writing by the Parties herein. A document containing the additions, deletions and/or alterations, and signed by all Parties hereto, shall form an annexure to and be deemed to be a part of this MOU.

17. PRIOR MEMORANDUM SUPERSEDED

This MOU and its Schedule constitute the entire understanding among the Parties and supersede all other representations, understandings or communication whether written or verbal, with respect to the subject matter hereof.

16. PUBLIC ANNOUNCEMENTS

During the term of this MOU, each party shall refrain, and shall cause its employees to refrain, from publicly announcing the existence, nature or status of the collaboration or any discussions relating thereto unless otherwise agreed upon by the parties, except to the extent such disclosure may be required by law.



17. MISCELLANEOUS

- A. The provisions of this MOU are severable, and, if any provision, or any portion thereof, is deemed by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remaining provisions, or remaining portions thereof, shall remain valid and enforceable to the fullest extent permitted by law. The captions used in this MOU are for convenience only and shall not be deemed to have any relevance to the meaning of any of the provisions.
- B. The provisions and any breach of this MOU shall not be waived, except expressly in writing signed by the waiving party. A waiver on one occasion or of one provision or breach shall not constitute a waiver on another occasion or of another provision or breach. Time is of the essence of this MOU.
- C. This MOU including all the annexure supersedes any previous negotiations or agreements between the Parties, whether oral or in writing, in relation to the matters dealt with herein and represents the entire understanding between the Parties in relation thereto.
- D. IISER as a research collaborator is an independent contractor and not an agent, joint venture, or partner of ARBL.



In witness thereof ARBL and IISER hereto cause this MOU to be executed by their duly Authorized representative on the day, month and the year first above written.

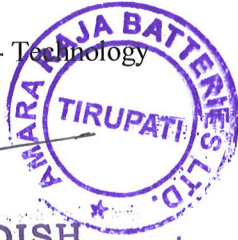
Signed for and on behalf of
Amara Raja Batteries Limited
Karakambadi, Tirupati

Name: Jagadish M

Vice President & Head - Technology


(Authorised Signatory)

M. JAGADISH
V.P. & HEAD-TECHNOLOGY
AMARA RAJA BATTERIES LTD.
TIRUPATI - 517 520



WITNESSES

1) Signature 

Name VENKATESWARLU M

Address TECHNOLOGY CENTRE
Amara Raja Batteries Ltd.

2) Signature

Name

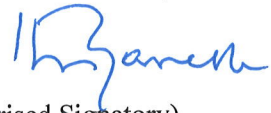
Address



Signed for and on behalf of
Indian Institute of Science Education and Research,
Tirupati

Name: Prof. K.N. Ganesh

Designation: Director, IISER Tirupati


(Authorised Signatory)

निदेशक / Director
भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान तिरुपती
Indian Institute of Science Education and Research Tirupati
तिरुपती/Tirupati - 517507, भारत/India.



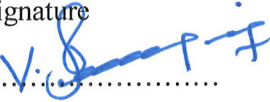
WITNESSES

1) Signature

Name 

Address G. Ambike

2) Signature

Name 

Address V. ARAVINDAN