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Dr Maistreyee Dutta

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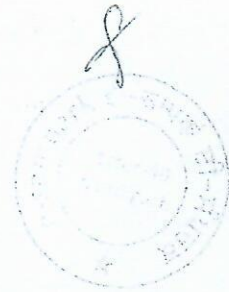
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Certificate Issued Date : 24-Feb-2022 09:24 AM
Certificate Issued By : chnishai
Account Reference : IMPACC (GV)/ chimpSP07/ E-SAMPARK SEC-40/ CH-CH
Unique Doc. Reference : SUBIN-CHCHIMPSP0766126481683600U
Purchased by : NARSI VISHARD
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : NITTTR
Second Party : DROSS MANAGEMENT SYSTEMS
Stamp Duty Paid By : NITTTR
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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MEMORANDUM OF UNDERSTANDING

BETWEEN

National Institute of Technical Teachers Training & Research

And

Dross Management Systems & Energy Solutions Pvt. Ltd.

This MEMORANDUM OF UNDERSTANDING concluded on 14th Day of March, 2022 between National Institute of Technical Teachers Training and Research Sector 26, Chandigarh, herein thereafter referred to as "NITTTR" represented by its Director.

And

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14.3.2022

Security Alert:

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Amardeep

Dross Management Systems & Energy Solutions Pvt. Ltd. First Floor, Plot No. 275, Industrial Area, Phase-IX, S.A.S. Nagar(Mohali) Punjab, 160062, India, a private limited startup company registered under companies act 2013, herein thereafter referred as "DROSS" represented by Sh. Amardeep Sharma its Managing Director.

BACKGROUND:

NITTTR has been providing the knowledge support to Dross Management Systems & Energy Solutions Pvt. Ltd. since August 2019 in designing and developing smart machine for multiple solid garbage' disposal. All the financial expenditure was made by "DROSS" and the efficacy test of machine was carried out in February 2020. For further long time practical study by students and testing, one TPD machine was installed by "DROSS" in the "NITTTR" on January 2021. During one year's study many up gradation were suggested and implemented in the machine. Now the machine is perfectly processing the multiple solid wastes since January 2021 and the "NITTTR" wants to carry out the research to develop the saleable product from converted forms of wastes. For value addition and developing marketable product, some more equipments are required. The machine amounting to be Rs. 50 lacs has been installed by DROSS and few additional Equipments costing Rs. 6 lacs are to be installed for the processing of converted waste.

Both the parties have certain commonality of interest to enter into this MoU with a view to undertake research, propagate knowledge and facilitate skill up-gradation and information dissemination in the field of solid waste management. Hence in view of this the mission objective of this memorandum of understanding shall be to achieve sustainable development and to develop sustainable technology for solid waste management.

PURPOSE:

1. The purpose of this MOU is to DEVELOP PPP MODEL OF IN HOUSE SOLID WASTE MANAGEMENT SYSTEM WHICH IS MANDATORY FOR COMPLIANCE OF MSW RULES 2016 FOR BULK WASTE GENERATORS.
2. TO DEVELOP PUBLIC PRIVATE PARTNERSHIP IN ACADEMIC & EDUCATIONAL COOPERATION ON THE BASIS OF EQUALITY AND RECIPROCITY AND TO PROMOTE SUSTAINABLE PARTNERSHIPS AND MUTUAL UNDERSTANDING, BETWEEN "NITTTR" AND "DROSS".
3. TO DEVELOP CLEAN TECHNOLOGY FOR ZERO LANDFILL, ZERO IMPACT SUSTAINABLE DEVELOPMENT IN THE FIELD OF MSW MANAGEMENT.

SCOPE OF ACTIVITIES:

Now therefore in consideration of the premises and promises herein contained, it is mutually agreed that both parties shall undertake cooperation in followings areas;

1. To develop of the institute's Household, Horticultural and other Solid Waste's scientific disposal system in NITTTR as per amended rules MSW 2016 and SBM part I, II & III under the guide lines CPCB, and directions of National Green Tribunal (NGT).
2. To carry out the research through M. Tech Ph. D students on utilizing the processing forms of MSW in developing usable products in construction and civil engineers purposes and waste to energy system etc.
3. To carry out research in the actual obtaining zero landfill and a sustainable decentralized solution for solid waste management in the country with venture namely CENTRE FOR CLEAN TECHNOLOGY AND SUSTAINABLE DEVELOPMENT.
4. To educate concerned authorities/people for adoption of new technologies for improvement of work culture and effective Municipal Solid Waste management through practical project.
5. To market the Dross-Magic Instant Municipal Solid Waste Disposal Machines and other environment friendly, waste to energy products, manufactured by Dross Management Systems & Energy Solutions Systems Pvt. Ltd.

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It is further agreed;

1. That the **CCTSD** will act as an independent of Excellence within the overall control and supervision of the **Director NITTR** under expert advice of the Dross and its associates.
2. That the day to day activities shall be carried out by authorized Project Coordinator in accordance with the approved plan of activities prepared by **CCTSD** comprising of three members from both parties to be nominated by the **Director NITTR** and the Managing Director of Dross jointly. Three members may be nominated by the **Director NITTR** from amongst the representatives of industries associations and other experts of eminence on recommendation of the **Managing Director of Dross**.
3. That the **NITTR** shall provide the physical facilities in terms of working office, lecture rooms, lab facilities, auditorium, boarding & lodging of faculties & experts for legitimate purpose and the minimal support staff including consultants and researchers.
4. **DROSS** will provide its patented technology and research support under its unique management system and zero impact MSW disposal initiative. Dross will also use its resources and skill to managing adequate fund generating projects to support the activities of project including research and consultancy services to the Municipal Committees, Municipal Councils, Municipal Corporations, Smart Cities, Houses complexes, Commercial complexes, Institutions, cantonment boards, army stations, air- ports, Railway stations, SME sector and S & T entrepreneurs to acquire a competitive edge above others.
5. **The Smart Machine** which was developed by Dross Management Systems & Energy Solutions Pvt. Ltd. under guidance of Prof. Dr. Sanjay Sharma and now the patent has been granted for same in favour of Dross Management Systems & Energy Solutions Pvt. Ltd.; **DROSS** will appoint an expert for marketing of machine and business development, developing strategic planning and achieving the targeted volume to fulfilling the funds requirement for carrying out different activities.
6. Both the parties are agreeable that they shall jointly conduct marketing of Dross environment friendly products, training programmes, seminars and workshops in the field of environment, sanitation and MSW quality management including other related activities. **NITTR** will provide in-kind support in terms of the use of physical facilities as per rules and procedures in place. Likewise, Dross will grab maximum orders for smart machines, supply the machines as per terms of buyers, its installation, commissioning and provide all technical support & after sales services. Dross will provide all technological support experts for reimbursement of direct costs incurred that are of direct relevance to the objectives of the project and charged to specific funded projects. Sharing of revenue in terms of agency charges and overhead costs shall be 10% of customer billing price. It has been decided mutually by both parties with the approval of the **Director NITTR**.
7. **DROSS MANAGEMENT SYSTEMS & ENERGY SOLUTIONS PVT. LTD.** WILL INSTALL ONE **DROSS-MAGIC 1TPD MACHINE** IN THE CAMPUS OF **NITTR** ON PPP MODEL AT HER OWN COST. THE COST OF THE MACHINE WILL BE RECOVERED BY THE SALE OF THE CONVERTED FORM OF DAILY WASTE.
8. **NITTR** WILL PAY INR 609180/- INR SIX LAC NINE THOUSAND ONE HUNDRED EIGHTY ONLY TO **DROSS** FOR THE COST OF VALUE ADDITION EQUIPMENT FOR PALLET MAKING PURPOSE.
9. **NITTR** WILL PROVIDE SHED, FREE ELECTRICITY, WATER AND MAN POWER FOR OPERATION OF MACHINE.
10. COST RECOVERY PERIOD WILL BE INITIAL TEN YEARS THAT MAY EXTENDED ON MUTUAL CONSENT IF REQUIRED.
11. AFTER TEN YEARS THE MACHINE AND EQUIPMENT WOULD BE HANDED OVER TO **NITTR** AND WILL BE THE PROPERTY OF **NITTR**.
12. The annual calendar of events shall be drawn up jointly through mutual exchange of ideas and perceived needs immediately on signing of this MOU and shall be dynamically reviewed to add on new events and activities approved by the steering committee.
13. Efforts will be made by both the parties to make the programmes successful.

PRIME ROLE OF FIRST PARTY (PART-I of this MOU):

- a. Provide the host facilities and core faculty support in terms of core faculty, physical facilities and administrative back up.
- b. To publicize the programmes locally and ensure adequate participation and support.
- c. To share its faculty for lectures & nominate a coordinator & steering committee.
- d. The staff support and funding for preliminary & preoperative activities during incubation period.

PRIME ROLES OF SECOND PARTY (PART-II of this MOU):

- a. To provide strategic research support, manufacturing facilities and for carrying out research.
- b. To provide manpower/experts/specialists/ faculties in the concerned areas of technology/project.
- c. To prepare project report/course/presentation materials as required to undertake the activities of project.
- d. To provide guidance and direction for the development of fund generating projects including follow up.
- e. To facilitate Industry- NITTR interaction through involvement of DROSS associates and industrial associations and or regulatory agencies.

FINANCIAL OBLIGATION:

The aim is to establish a self-sustainable and financially self-feeder/supportive centre of excellence on perpetual basis with the INR 609180/- Six lac nine thousand one hundred eighty only, seed support from NITTR as hosting organization and DROSS as strategic technology partner. The financial issues shall be sorted out by Dross with reference to each project/programme and as per approval of the director.

PROFIT SHARING:

The profit on the net sale value of machine shall be shared in the ratio of 10: 90 Ratios. Means the NITTR shall get 10% share of the sale and 90% shall be passed to the DROSS after deduction GST from billing amount.

COMMUNICATION:

Any communication or notice or intimation shall be addressed signatories and such a communication sent by E-mail, telefax registered /air -mail shall be deemed to be sufficient. It is responsibility of each organization ensures that it keeps the other party updated of its contracts.

CONFIDENTIALY & NON-DISCLOSURE INTELLECTUAL PROPERTY RIGHTS:

Any software/hardware material, project report/presentations/product specifications, financial information, documents covered under this agreement shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of each other. The intellectual property rights in respect of the services provided/Products/solutions developed by either party shall remain with that party.

FORCE MAJURE:

Neither party shall be responsible for any failure to carry out its commitment due to un-foreseen circumstances or to causes beyond their reasonable control, including but limited to acts of gods, riot, embargos and acts of civil or military authorities, fire, floods, energy labour or materials. In the event of any such delay, parties may defer the date of executing their responsibilities for a period equal to the time of such delay.

VALIDITY:

This MOU shall remain valid initially for five years from the date of signing with an intent to perpetual renewal on expiry for another ten years or as mutually decided on mutually agreed terms and conditions.

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1.3.2021

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DISPUTES:

This MOU is evolved to undertake serious mission objectives of both parties, based on both, the immediate benefits and on developing enduring institutional relationships serving and safeguarding interests of the parties hereto. Hence any question, doubt or dispute arising out of the interpretation of any terms of usages herein or on the implementation and functioning of the various understandings forming a part of this MOU shall be resolved by the heads of the organizations herein by discussions and negotiations based on consensus in the spirit of developing and strengthening the mutual relationship without any legal implications and with witnesses as arbitrators.

TERMINATION:

This MOU may be terminated prior to expiry of the MOU with six month notice to accommodate the answerability to sponsors/clients/buyers/funding agencies with written consent of the executing authorities.

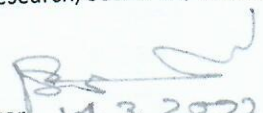
AUTHORISED SIGNATORIES OF MOU:

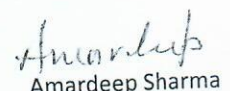
NITTR is a national institute, director is competent authority appointed by government of India, therefore, fully authorised to sign any MOU on behalf of **NITTR**.

DROSS is a private limited company registered under companies amended & updated time to time and authorised signatory is appointed by its board of directors through resolution.

For and on behalf of
National Institute of Technical Teachers Training
and Research, Sector 26, Chandigarh.

For and on behalf of
Dross Management Systems &
Energy Solutions Pvt. Ltd.,

Director 
14.3.2022


Amardeep Sharma
Managing Director

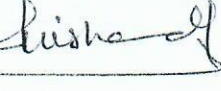
Witness:

1. A. B. Gupta
Dean Industrial Coordination
Consultancy & Ext. Services.

Signature 
14.3.2022

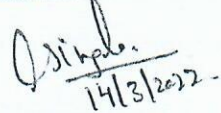
Witness:

1. Dr. NARSI VISHAR
CEO Dross Management

Signature 

Witness:

1. Pavneet kumar Singh
F-1-A, NITTR, Secto-26, Chandigarh.

Signature 
14/3/2022

Witness:

1. Abhinav Sharma
Plot No-275 Ph-9 Sude Nagar
160065.

Signature 