

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

SUNMOKSHA POWER PRIVATE LIMITED

AND

CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT

Entered on 18th AUGUST, 2020

BETWEEN

SunMoksha Power Pvt. Ltd., with its registered office at 1st Floor, No. 768, 14th Cross, JP Nagar 1st Phase, Bangalore 560078, Karnataka, India, which expression includes its successors, permitted assigns, and affiliate organizations, and is represented by Dr. Ashok K. Das, CEO. (henceforth called "SunMoksha")

AND

Centurion University of Technology and Management, with its registered office at Alluri Nagar, Via. Upplada, Post, Parlakhemundi, Odisha 761211, India, which expression includes its successors, permitted assigns, an constituent campuses and ventures, and is represented by Dr. Anita Patra, Registrar, Centurion University, (henceforth called "CUTM")

SunMoksha and CUTM are collectively referred to herein as the "Parties" and each, a "Party". The PARTIES agree as follows.

About SunMoksha

SunMoksha was founded in December 2008 by professionals with a passion for nation building and eager to utilize their decades of experience in India and Silicon Valley, in technology, engineering, field operations and management expertise. Headquartered in Bengaluru, Karnataka, it has operations in Odisha and Delhi, and has presence in Ghana and Rwanda in Sub-Saharan Africa, and the USA. SunMoksha develops and field-deploys clean and sustainable technology solutions and provides consulting services for rural development and urban sustainability in the areas of smart microgrid, renewable energy, smart irrigation, smart microeconomic zone, energy/water/air/environment management, and industrial processes and equipment management. It has developed several cutting-edge technologies and solutions integrating IoT (Internet of Things), ICT, and Clean Energy, for development of sustainable smart villages, smart agriculture, smart green campus, industrial energy/water applications, and smart connected communities.

SunMoksha's next-generation technologies, *Smart Nanogrid*[™] and *Smart AQUAnet*[™], deliver the right amount of energy/water to the right location, at the right time, at the right price. Its social impact solution, *Smart MEZ*[™], creates livelihood and enables micro-entrepreneurships for economic development of the rural community to achieve triple bottom line impact. SunMoksha's consulting services span across feasibility studies, project management



consultancy, market studies, capacity building, and advisory services for smart minigrids, rural development, energy access, livelihood, and renewable energy. It has demonstrated sustained collaboration and partnership with academic institutions to share and exchange knowledge, develop smart green campus, and implement smart villages.

About CUTM

Centurion University of Technology and Management (CUTM) was formed in August 2010, through an act of Odisha Legislative Assembly. It became the First Multi-Sector State Private University in Odisha. Centurion is a globally accredited human resource center of excellence catalyzing sustainable livelihoods in the less developed markets across the globe. The university envisages the following objectives - provide quality, globally accredited academic programmes in technology and management, provision of globally accredited employability training for less endowed segments of the population, promotion of entrepreneurial culture and enterprise in the target areas, facilitate improved market access to goods and financial services to the target population and promotion of lighthouse project interventions in the target area. The focus and orientation of the University is LIVE: **Learning:** Hands on experience based and practice oriented, **Ideas:** Make a difference through appropriate and relevant innovation and actionable research, **Value:** Shaping Lives and Empowering Communities and creating Nano – Mini and Micro enterprises, **Experience:** Quantifiable Sustainable.

The mission of the university is to assist the farming community of the state by imparting education and training. The constituent colleges and research centers of the University have the responsibility of undertaking Teaching, Research and Extension in the areas of Smart Technology, agriculture, and biotechnology. The University is offering Bachelor's and Master's degree programmes in various disciplines and has many National and International research projects under operation.

Scope and Purpose of this MoU

The Parties – CUTM and SunMoksha – desire to work together and leverage each other's strength and expertise for the benefit of the students, faculty, village beneficiaries, and the society at large.

India needs a large pool of skilled workforce to sustain its economic development. Various large schemes have been announced by the Government of India and definitely, these schemes need a large number of readily available skilled engineers for their successful and timely implementation. Leading edge technology industries provide a much required input and partnerships to academic institutions in developing engineers skilled in modern tools and technologies.

SunMoksha has understood the needs of the rural hinterland, developed cutting-edge technologies, and implemented the solutions in the villages and cities of India. Of particular importance are their smart (micro) grid (Smart Nanogrid™) and smart irrigation/fertigation (Smart AQUAnet™) technologies, rural development model (Smart MEZ™), and solutions encompassing IoT, ICT, and sustainable climate technologies. An exchange of knowledge between SunMoksha and CUTM, and training of CUTM students and faculty in partnership with SunMoksha would benefit CUTM, SunMoksha, as well as, the industry and society at large.



This MoU concerns the activities in research and development in the field of mutual interest, taking the technologies from SunMoksha to the villages and fields, setting up living laboratories for green campus and smart agriculture, development of course curriculum and content, and student participation in village development. It includes collaboration along the following aspects (but not limited to):

- SunMoksha to work with CUTM and its affiliated colleges and help them with services such as, but not limited to, technical consulting in energy management, water management, IoT, smart agriculture, smart microgrids, smart green campus, inputs for design of courses/curriculum, knowledge transfer, workshops, student engagement programs etc.
- SunMoksha and CUTM to conduct joint R&D leading to joint IP development in the area of mutual interest, such as sensors for agriculture, electric control units for Electric Vehicles, and any such development as may come from time to time.
- CUTM to jointly undertake research projects as envisaged by SunMoksha to meet the market demands.
- SunMoksha to provide its know-how on development of Smart Green Campus and Living Laboratory and Centers of Excellence.
- SunMoksha to assist in design and implementation of its technologies in Smart Microgrids, Smart Energy and Water Management Solutions, and Renewable Energy and Waste-to-Energy Solutions.
- SunMoksha to assist in design of curriculum and technical training in Renewable Energy and Smart Grid for students of CUTM.
- SunMoksha and CUTM to identify opportunities and engage in development of smart villages and smart communities in India.
- CUTM to identify the courses and experienced faculty to work with SunMoksha in designing the courses to meet the specific needs of the students in India.
- CUTM to identify and support students for internship with SunMoksha.
- CUTM to initiate workshops, training programs and short-term courses for its affiliated college teachers in association with SunMoksha.
- CUTM and SunMoksha to jointly initiate activities around identified domains of direct relevance and impact in the regions of interest.

Both the parties agree that detailed terms and conditions that guide each activity identified above will be separately determined and agreed upon by both the parties. These terms shall include a technical description of proposed activity, financials arrangements, and person(s) responsibilities for its implementation.

Confidential Information and Non-Disclosure Agreement: SunMoksha and CUTM are signing an NDA to accompany this MOU.



Intellectual Property Rights: All IPs already developed by SunMoksha are the property of SunMoksha and remain so. Any IP developed together during this MOU period would be jointly owned by SunMoksha and CUTM, and can be used by each party for their own applications without any restrictions. Any financial arrangement for use of the joint IP will be agreed upon for each such IP.

Non-Compete, Non-Circumvent: CUTM shall not directly or indirectly compete with SUNMOKSHA for a period of five years from the date of providing confidential information for the purpose specified herein. CUTM shall not directly or indirectly circumvent SunMoksha with respect to any Project/Contact introduced to it by SUNMOKSHA for a period of five years from the date of providing confidential information related to the Project for the purpose specified herein.

Governed by Law of India: This Agreement shall be governed by and construed in accordance with the laws of India. The PARTIES agree that any difference or dispute arising under, out of or in connection with this Agreement, is to be resolved by arbitration in accordance with the laws of India and the seat of which arbitration shall be Bengaluru, India.

Rules of Engagement: The PARTIES envisage cooperation along the following guidelines for engagement:

1. This MOU is **NOT** for any technology transfer between either PARTIES.
2. CUTM will onboard SunMoksha as a Knowledge Partner and will help make use of SunMoksha's expertise within the scope defined in this MOU.
3. Both parties agree to review regularly the progress of cooperation and projects under MOU.
4. This Memorandum of Understanding shall become effective upon signing by both Parties and shall remain in effect for five years when it can be extended by mutual agreement.
 - 4.1. It can be terminated by either party by giving six months' notice and settling all outstanding dues within that period if any.
 - 4.2. This Memorandum of Understanding may only be amended or modified in writing.
 - 4.3. The terms regarding confidentiality and non-competition will remain valid for three years after the termination of the agreement.
 - 4.4. The Parties will not intentionally disclose, and will use their best efforts to prohibit the unintentional disclosure to a third party, of any information concerning the other Party and its projects unless such disclosure is expressly agreed to in writing by the other Party.
 - 4.5. This Agreement shall be governed by and construed in accordance with the laws of India, without regard to principles of conflicts of law. The Parties agree that any difference or dispute arising under, out of or in connection with this Agreement, is to be resolved by arbitration in accordance with the laws of India and the seat of such arbitration will be Bengaluru, India.





SunMoksha Power Pvt. Ltd.,
Bangalore, Karnataka
SunMoksha Power Pvt Ltd

Ashok K. Das
Authorised Signatory

Signature with Seal:

Name: Dr. Ashok K. Das

Title: CEO

Date: 18 August 2020

Centurion University of Technology and
Management, Parlakhemundi, Odisha

Anita Patra
REGISTRAR

Signature with Seal: CUTM, Parlakhemundi
Dist. Gajapati- 751211

Name: Dr. Anita Patra

Title: Registrar

Date: 18 August 2020



Non-Disclosure Agreement

This COOPERATION AGREEMENT (this "Agreement") is made and entered into as of 18th August, 2020, by and between

SunMoksha Power Pvt. Ltd., with its registered office at 1st Floor, No. 768, 14th Cross, JP Nagar 1st Phase, Bangalore 560078, Karnataka, India (henceforth called "SunMoksha"), which expression includes its successors and permitted assigns,

AND

Centurion University of Technology and Management, with its registered office at Alluri Nagar, Via. Upplada, Post, Parlakhemundi, Odisha 761211, India which expression includes its successors, permitted assigns, and constituent campuses and ventures, and is represented by Dr. Anita Patra, Registrar, Centurion University, (henceforth called "CUTM").

SunMoksha and CUTM are collectively referred to herein as the "PARTIES" and each, a "PARTY".

WHEREAS, the PARTIES desire to work together on products and services in off-grid renewable energy, smart microgrid, micro-economic-zone, living laboratories, smart green campus, and resource & asset management, Smart Irrigation etc. hereinafter referred to as Project or Opportunity. The confidentiality specifically applies to SunMoksha's line of solution, including but not limited to, Smart AQUAnet™, Smart Nanogrid™, Smart MEZ™, etc. to enable sustainable and scalable development of the villages. The activities include design, engineering, manufacturing, marketing and selling of these solutions and services on the terms and conditions set forth herein. NOW THEREFORE, in exchange for the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the PARTIES, intending to be legally bound, hereby agree as follows:

Confidential Information: "Confidential Information" means any documents, materials or information, in any form or medium (whether transmitted electronically by means of a restricted access website, e-mail or otherwise, or made available orally (followed by a communication in writing) or in writing, including at investment, lender, project sponsor or other meetings and teleconferences regarding and/or with respect to either PARTY (including, without limitation, their respective affiliates, subsidiaries, investments and Contacts) and Projects (including, without limitation, any such information that relates to the PARTIES or its Contacts and their analysis, proposal, financial documents, strategies, structure and pricing in respect of Projects) that are furnished, made available, or communicated to the other PARTY/PARTIES in connection with any Project or this Agreement, including any and all memoranda, notes and other documents and analyses (derivative or otherwise) developed by a PARTY or its Contacts using any of the Confidential Information.

Permitted Disclosure: Any PARTY may disclose the Confidential Information under the following circumstances (and only to the extent of such circumstances): (a) in the event that the other PARTY/PARTIES has/have previously agreed to such disclosure in writing;





and/or (b) in the event that the disclosing PARTY/PARTIES is/are required to make any such disclosure by applicable law, rule or regulation or in connection with any legal process or is requested by any governmental agency or other regulatory authority. The disclosing PARTY/PARTIES agrees/agree to notify the other PARTY/PARTIES as soon as is practical upon learning of any such required disclosure, unless such notification is prohibited by applicable law or legal process, and shall use reasonable efforts to cooperate with the other PARTY's/PARTIES' reasonable requests in their efforts to obtain a protective order or other appropriate assurances that the confidential nature of the Confidential Information will be protected and preserved.

Application of Confidentiality Obligations: The confidentiality obligations in this Agreement shall be inoperative as to all or particular portions of the Confidential Information to the extent that such information (a) is or becomes publicly available other than as a result of a disclosure by the PARTIES in violation of this Agreement, (b) was in the disclosing PARTY's/PARTIES' possession on a non-confidential basis prior to its being furnished pursuant hereto, as demonstrated by the disclosing PARTY's/PARTIES' written records, (c) is or becomes available to the disclosing PARTY/PARTIES on a non-confidential basis from a source other than the other PARTY/PARTIES, as demonstrated by the disclosing PARTY's/PARTIES written records, provided that the source of such information was not restricted from disclosing such information pursuant to any confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the other PARTY/PARTIES or any other person, or (d) was independently developed by the disclosing PARTY/PARTIES without any reference to or use of the Confidential Information, provided that the written records of the disclosing PARTY demonstrates that the disclosing PARTY/PARTIES developed the Confidential Information prior the Effective Date.

Return of Confidential Information: In the event that the PARTIES do not enter into any Project Agreements, upon the written request of any PARTY/PARTIES, the other PARTY/PARTIES shall, as soon as practicable following such request, return to the requesting PARTY/PARTIES all of the Confidential Information in the possession of the other PARTY/PARTIES or represent in writing to the requesting PARTY/PARTIES that the other PARTY/PARTIES has destroyed all copies of the Confidential Information in their possession.

Term, Termination and Extension: The term of this Agreement shall be **5 (five) years** from the date of signing by both the PARTIES. Any PARTY/PARTIES may terminate this agreement after giving six months' notice in writing to the other PARTY/PARTIES with or without cause. However, the confidentiality would hold for additional 12 months after the termination, or five years from signing, whichever occurs later.

Representations and Warranties: Each PARTY represents and warrants to the other PARTY/PARTIES that it has the authority to execute, enter into and comply with the terms and conditions of this Agreement.

Severability: If any provision or part of a provision of this Agreement is found by a court, arbitrator or other authority of competent jurisdiction to be void or unenforceable, that provision or part of a provision is to be deemed deleted from this Agreement and the remaining provisions to continue in full force and effect. The PARTIES shall in this event seek to agree





upon a valid and enforceable provision or part of a provision to replace the provision or part of a provision found to be void and unenforceable, provided that such replacement provision does not change the economic intent of this Agreement.

Further Assurances: The PARTIES further agree to enter into or execute any agreement or document required to enforce the economic intent and provisions of this agreement.

Counterparts and Email Signatures: This Agreement may be executed in one or more counterparts and delivered by email and when taken together shall be treated as an original document for any and all purposes.

Indemnity: In the event of any loss or damage caused to either PARTY by the other PARTY on account of any negligence, willful default or fraudulent misrepresentation, the same shall be indemnified by the PARTY causing the loss or damage to the extent of actual loss suffered.

Notices: Any notice given under this Agreement must be effected in writing and sent to the receiving PARTY/PARTIES at the address on file for such PARTY/PARTIES by a recognized international courier and shall be deemed received upon delivery. The address to which notices are to be delivered is the address that each PARTY has on record for the other PARTY/PARTIES, unless notified otherwise.

Amendment and Waiver: This Agreement may be changed or modified by a written agreement executed by all PARTIES.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of India, without regard to principles of conflicts of law. The PARTIES agree that any difference or dispute arising under, out of or in connection with this Agreement, is to be resolved by arbitration in accordance with the laws of India and the seat of which arbitration shall be Delhi, India.

Entire Agreement: This Agreement contains the entire understanding between the PARTIES concerning the subject matter of this Agreement and supersedes all prior understandings, obligations and agreements, whether oral or in writing, between the PARTIES, concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date first above written

SunMoksha Power Pvt. Ltd.,
Bangalore, Karnataka


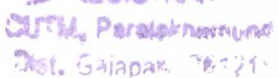

Authorised Signatory
Signature with Seal:

Name: Dr. Ashok K. Das

Title: CEO

Date: 18 August, 2020

Centurion University of Technology and
Management, Parlakhemundi, Odisha


REGISTRAR
Signature with Seal: 

Name: Dr. Anita Patra

Title: Registrar

Date: 18 August 2020