

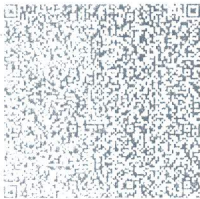


INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

ACC Name : JITENDRA SINGH
LIC. NO. 305, CODE: UPI4080004
(HAZIABAD SADAR (U.P.) M.: 7838330660)

Certificate No. : IN-UP93445885814300V
Certificate Issued Date : 25-Apr-2023 02:27 PM
Account Reference : NEWIMPACC (SV)/ up14080004/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference : SUBIN-UPUP1408000481316855477980V
Purchased by : KANPUR FERTILIZERS AND CHEMICALS LIMITED
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : KANPUR FERTILIZERS AND CHEMICALS LIMITED
Second Party : JAYPEE INSTITUTE OF INFORMATION TECHNOLOGY
Stamp Duty Paid By : KANPUR FERTILIZERS AND CHEMICALS LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



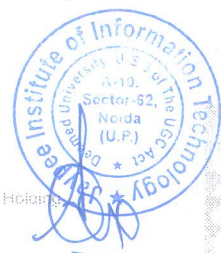
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**NON-DISCLOSURE AGREEMENT ("NDA") FOR PROTECTION OF
INTELLECTUAL PROPERTY RIGHTS ("IPR")**

This Agreement is made at Noida on this 29th day of April, 2023

BETWEEN

Kanpur Fertilizers & Chemicals Limited (hereinafter referred as "**KFCL**"),
a Public Company incorporated on May 31, 2010 under Companies Act,
1956, having its Registered office at Sector 128, Noida – 201304 (U.P.) and
CIN : U24233UP2010PLC040828 through **Shri Alok Gaur, Joint Managing
Director & CEO**, S/o Late Shri J. N. Gaur, R/o 394, Sector 29, Noida-
201303 (being the FIRST PARTY)



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shodhanstamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The responsibility of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.

AND

Jaypee Institute of Information Technology (hereinafter referred to as "**JIIT**") deemed University since 2001 situated at A-10, Sector 62, Noida – 201307 (U.P.) through Prof. (Dr.) S C Saxena, Pro-Chancellor, S/o Late Shri G.L. Saxena, R/o JIIT, A-10, Sector 62, Noida – 201307, being the SECOND PARTY)

KFCL and JIIT shall hereinafter be collectively referred to as the "Parties" and individually as the "Party" for the sake of brevity where the context shall so require.

WHEREAS in order to help Government of India's efforts to reduce the dependence on imported fertilizers like Urea, DAP Potash, etc. and reduce the financial burden of subsidy on the exchequer for a self-reliant India, in line with clarion call of our Hon'ble Prime Minister under "Aatm Nirbhar Bharat" and keeping in view the Fertilizer Policy of Government of India, it is considered necessary to undertake R & D activity to reduce the cost of fertilizer for sustainable production of fertilizers for agri sector.

AND WHEREAS for this purpose, KFCL is in the process of undertaking the R & D activity in the Agri-tech and Agro-chemical sectors for development of suitable technology and products and being engaged closely in the fertilizer sector of the country through manufacture of Urea at Kanpur, KFCL is keen to participate in any innovative research project that helps the Indian Agriculture sector in general for commercial use by KFCL in particular.

AND WHEREAS being one of the leading Universities in the Private Sector in North India, JIIT Noida along with JUIT Wazirpur and JU Anoopshahr (which have all been promoted by the Not for Profit Trust viz. Jaiprakash Sewa Sansthan) has approached KFCL for a funding support to enable it to undertake the R & D initiative in the Agri-tech and Agro-chemical sectors for development of suitable technology and products that are aimed at



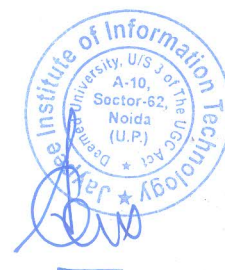
increasing the yield per hectare for farm sector of the country and to accomplish the aforesaid objective in a time bound manner.

AND WHEREAS IIIT, Noida would play a lead role in the collaborative efforts of IIIT Noida, JUIT Waknaghat, JU Anoopshahr, Y S Parmar University of Horticulture and Forestry, Solan, Himachal Pradesh, Chandrashekhar Azad University of Agriculture & Technology, Kanpur, U.P. and Indian Council for Agriculture Research (ICAR), Pusa Road, New Delhi for undertaking the aforesaid initiative.

AND WHEREAS the imaginative and intuitive power of young and bright students under the guidance of experienced and qualified faculty in the Department of Biotechnology at IIIT Noida and Biotechnology/Bioinformatics Department at JUIT Waknaghat is also envisaged to be harnessed as part of this collaborative Agro Innovation Research initiative and the lab facilities have been seen personally by the visiting team of KFCL. Accordingly, KFCL has decided to fund this initiative on the condition that Intellectual Property Right (IPR) for all products and processes that are innovated / developed as a result of this funding by KFCL shall vest with KFCL.

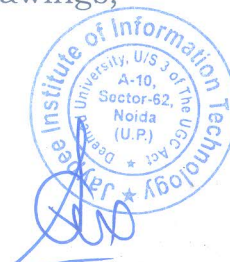
AND WHEREAS during the course of discussions between the Parties and during the course of this R & D initiative, the Second Party shall become privy to certain Confidential Information relating to product or process that shall be innovated / developed and therefore, is required to be bound by non disclosure provisions of this Agreement to govern the use and disclosure of such Confidential Information.

AND WHEREAS based on various communications exchanged between the Parties, the Parties wish to enter into this Agreement to govern the terms and conditions of their association.



NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **Contribution** : KFCL shall contribute upto Rs.25 Crores (in various tranches) shortly to Jaypee Sewa Sansthan (JSS), the promoting trust of JIIT Noida and other institutes of higher learning viz. JUIT, Wagnaghat and JU Anoopshahr towards the aforesaid objective.
2. **Decision-making** : Decisions in respect of all matters relating to aforesaid Project shall be jointly taken by the First Party and Second Party in the best interest of Project. In this regard, Shri Alok Gaur will be the Authorised Representative of KFCL and Prof. (Dr.) S C Saxena, Pro-Chancellor will be the Authorised Representative of JIIT.
3. **Co-operation** : Both parties shall exchange necessary information in good faith and extend all required support and shall co-operate with each other.
4. **Confidential information** : For the purpose of this Agreement, the term "Confidential Information" shall mean such information relating to :
 - (a) inventions, ideas, processes, research, formats, formulas, object code, non-public information, data, programs, specifications, other works of authorship, improvements, discoveries, developments, designs and techniques, studies, summaries, extracts or other documentation;
 - (b) product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information.

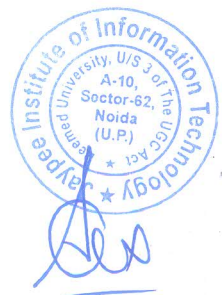


5. Non-disclosure and confidentiality:

- a) Neither JIIT nor any of its concerned Faculty Member or User shall disclose, directly or indirectly, or make available any Confidential or Proprietary Information, relating to product or process that shall be innovated / developed, to any third party.
- b) JIIT shall refrain from disclosing, reproducing, summarising and/or distributing Confidential Information except to its faculty, consultants and students on a need-to-know basis. JIIT shall execute appropriate written agreements with them, in a form and manner sufficient to enforce all the provisions of this Agreement.
- c) JIIT shall take all steps as may be reasonably necessary to protect the integrity of the confidential information and shall ensure against any unauthorized disclosure thereof;
- d) JIIT shall use the Confidential Information only for the specified purpose and shall not make profit from the same in any manner.
- e) Only need based information may be disclosed or communicated to any Statutory Authority / Regulatory Authority after obtaining prior written consent of KFCL.

6. “Intellectual Property Rights” (IPR) : IPR means and includes, without limitation, any patents, copyrights, trademarks, trade secrets, license, design right or any other rights of similar nature.

7. Vesting of IPR: In consideration of the aforesaid contribution by KFCL, Intellectual Property Right (IPR) for all products and processes that are innovated / developed as a result of this funding by KFCL shall vest with KFCL. KFCL shall retain all rights, title and interest for all products and processes created, conceived and developed by JIIT during the course of this initiative upon such creation, conception and development.



8. **Notices:** All notices or other communications to be given or made hereunder shall be in writing in English language to be addressed for the attention of :

(i) In case of KFCL

| | |
|----------------------------|---|
| Name | Ms. Ritu Gupta |
| Designation | Company Secretary |
| Address for correspondence | 64/4, Site IV, Industrial Area, Sahibabad – 201010 |
| E-mail id | ritu.gupta@jalindia.co.in |

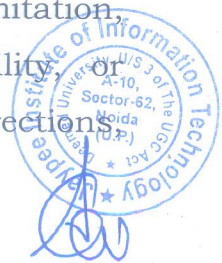
(ii) In case of JIIT

| | |
|----------------------------|-------------------------------------|
| Name | Col. Sharad Rastogi (Retd.) |
| Designation | Registrar |
| Address for correspondence | A-10, Sector-62, Noida – 201 307 |
| E-mail id | registrar@jiit.ac.in |

9. **Assignment of the Agreement:** JIIT shall not assign this Agreement to any of its constituents / third party without obtaining the prior written consent of KFCL.

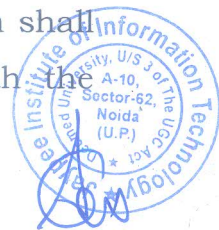
10. **Duration of Agreement:** This Agreement shall not be terminated by any party unless agreed to in writing by the other party. On termination of this Agreement, the roles of parties will come to an end for future while settlement of all commercial & legal obligations shall persist till regulatory compliance.

11. **Force Majeure Clause:** Neither party will be liable to the other for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from any cause (including, without limitation, disputes, strikes, earthquakes, floods, fire, lightning, utility, or communication failures, war, acts of terrorism, riots, insurrections).



embargoes or laws, regulations or orders of any statutory authority or the court) beyond such party's reasonable control.

12. **Entire Agreement:** This Agreement embodies the entire Agreement between the Parties hereto and supersedes any and all prior or contemporaneous, oral or written understandings, negotiations, or communications on behalf of such Parties in respect of the subject matter herein.
13. **Amendment:** This Agreement may be amended or modified only by a written instrument executed by both the Parties.
14. **Waiver:** No failure or delay on the part of any of the Parties in the exercise of any right, power, privilege or remedy provided in this Agreement shall operate as a waiver of such right, power, privilege or remedy, or as a waiver of any preceding or succeeding breach by the other Party to this Agreement. Any single or partial exercise of any right, power, privilege or remedy shall not preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a part, at law or in equity.
15. **Resolution of Disputes:** The Parties shall endeavour to resolve any problem or divergence resulting from the interpretation or application of this Agreement in a spirit of co-operation and mutual understanding. In the event of any dispute or difference arising out of/ relating to this Agreement between the Parties, the same shall be settled by arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The arbitration proceedings shall be conducted in English language and the venue of the arbitration shall be Noida / Uttar Pradesh. The venue may be changed with the



consent of both the parties in writing. The sole arbitrator for this purpose would be mutually agreed upon by the Parties.

16. Governing Law: The rights and obligations of the Parties under or pursuant to this Agreement shall be governed by and construed according to the laws of India.

17. Jurisdiction of Courts: Courts in Noida / Uttar Pradesh alone will have jurisdiction pertaining to all disputes arising out of or relating to this Agreement.

IN WITNESSES WHEREOF The First Party and the Second Party have set their respective hands on this Agreement to be duly executed at Noida, on this 29th day of April, 2023:

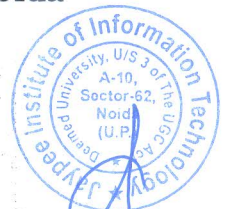
For and on behalf of KFCL


Shri Alok Gaur
Joint M.D. & CEO
Kanpur Fertilizers & Chemicals
Limited
Sector 128,
Noida – 201304
Uttar Pradesh





For and on behalf of JIIT, Noida



Prof. (Dr.) S C Saxena
Pro-Chancellor
Jaypee Institute of Information
Technology
A-10, Sector-62,
Noida – 201 307
Uttar Pradesh



WITNESS:

- 
S.D. Nainwal
Director KFCL
- 
(Ritee Gupta)
Company Secretary (KFCL)

WITNESS:

- 
(B.R. Mall)
VC, JIIT, Noida
- 
(Pammie Gaur)
Dean & HoD, B.T
JIIT, Noida