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## INDIA NON JUDICIAL

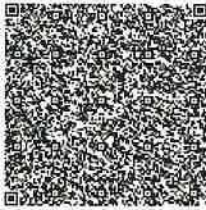
### Government of National Capital Territory of Delhi

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e-Stamp

Certificate No.	: IN-DL98235215276929W
Certificate Issued Date	: 03-Jun-2022 08:03 PM
Account Reference	: SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL-SELF53055528012344W
Purchased by	: BLUE PLANET ENVIRONMENTAL SOLUTIONS INDIA BLUE PLANET
Description of Document	: Article 5 General Agreement
Property Description	: MEMORANDUM OF UNDERSTANDING (MOU)
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BLUE PLANET ENVIRONMENTAL SOLUTIONS INDIA PVT LTD
Second Party	: J S UNIVERSITY
Stamp Duty Paid By	: BLUE PLANET ENVIRONMENTAL SOLUTIONS INDIA PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

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This estamp Certificate forms an integral part of the Memorandum of Understanding (MOU) dated 3rd June 2022 executed between Blue Planet Environmental Solutions India Private Limited and J.S. University, Shikohabad.

#### Statutory Alert:

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

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is made on this **30<sup>th</sup> May 2022** ("**Execution Date**") By and Between

**BLUE PLANET ENVIRONMENTAL SOLUTION INDIA PRIVATE LIMITED.**, a company duly organized and existing under the laws of India, having its registered office at 12th Floor, 1201-1203, Meridian Business Centre Plot No. 27, Sector 30A, Vashi, Navi Mum, bai, Thane, Mumbai, Maharashtra, India, 400705, and corporate office at Unit #5D, 5th Floor, Aria Signature Tower Asset Area-4, JW Marriott, Aerocity, New Delhi, Delhi, India, 110037 and duly represented by Mr. Prashant Singh in his capacity as Chief Executive Officer on the other part (hereinafter referred to as "**Blue Planet**");

AND

**J S UNIVERSITY** is a private educational institution, established by Sri Jagdish Jan Kalyan Educational Trust, having its administrative office at 5 K.M. Mile Stone Mainpuri Road, Shikohabad, Uttar Pradesh – 283135 (hereafter referred to as the "**Institute**", which expression shall include its affiliates, successors and permitted assignees) of the SECOND PART.

Blue Planet and the Institute shall hereafter individually be referred to as a "**Party**" and collectively as the "**Parties**".

**WHEREAS:**

- A. Blue Planet is an entity engaged in the business of providing end-to-end waste management solutions in India and abroad through its various offerings like collection and transportation of waste, Recycling and Upcycling, Urban Mining, Remediation, and recovery, Blue Planet owns, operates, and runs a behavioral change program in the name and style of Blue Nudge, with a Learning Management Solution and collective responsibility drive.
- B. Institute is a private educational institution that serves society by providing quality higher education to all genders at all times.
- C. Blue Planet and the institute pursuant to their mutual discussions, wish to enter into this MOU to create an understanding through which they propose to collaborate to promote and run the "**Net Zero Program**" (the "**Program**") amongst students and teachers of Institute ("**Beneficiary(s)**").
- D. Therefore, the Parties have mutually agreed to enter into this MOU in order to record the terms of understanding and co-operation required between the Parties to achieve the said objective.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth hereinafter the Parties, the sufficiency of which is hereby acknowledged, and the Parties hereby record the terms of their understanding as follows:

**1. PURPOSE OF MOU**

The purpose of this MOU is to create a collaboration wherein, each party shall cooperate with the other to meet the objective. For this Institute hereby authorizes Blue Planet to promote and run the Program through both online and offline modes amongst the students and teachers of

the Institute. The complete details of the Program are mentioned under **Annexure-A ('Details of Program')** of this MOU.

**2. TERM AND TERMINATION**

- 2.1. Unless terminated in accordance with this MOU, this MOU shall be effective from the Execution Date and shall remain valid till 02<sup>nd</sup> June 2025.
- 2.2. Blue Planet may terminate this MOU at any time with immediate effect without giving any notice to the Institute if the Institute fails to pay the balance 50% of the total payment as mentioned below.
- 2.3. The Parties agree that Clause 4 (INTELLECTUAL PROPERTY) and Clause 7.6 (Confidentiality) shall survive the expiry or termination of this MOU.

**3. PAYMENT AND PAYMENT TERMS.**

- 3.1. In consideration of the service provided by Blue Planet, the Institute shall pay a total of INR 6,00,000/- (Indian Rupees Six Lakhs Only) (hereinafter referred to as '**Total Payment**').
- 3.2. The Institute agrees that it shall pay 50% advance of the Total Payment i.e. INR 3,00,000/- (Indian Rupees Three Lakhs Only) at the time of signing of this MOU.
- 3.3. The Institute agrees that it shall pay the remaining 50% of the Total Payment i.e. INR 3,00,000/- (Indian Rupees Three Lakhs Only) at the time before the delivery of recyclable assets as mentioned in this MOU.

**4. INTELLECTUAL PROPERTY**

- 4.1. Each party shall retain all rights, title, and interests (including all copyrights, patents, service marks, trademarks, and other intellectual property rights, whether registered or unregistered) in all its work products created in pursuance of this MOU.
- 4.2. All intellectual property held by a Party prior to entering into this MOU or disclosed or introduced in connection with this MOU and all materials in which such intellectual property is held, disclosed, or introduced shall remain the property of the Party introducing or disclosing it.
- 4.3. Nothing contained in this MOU shall restrict, the use by a party, of the name, logo, and/or official emblem, etc. of the other Party or any scheme implemented by it in any publication, document, paper, website, or any other platform or mode, unless such use is only for the furtherance of purpose and objectives of this MOU.

**5. RIGHTS TO VERIFIED CARBON CREDITS**

The parties understand that the Program provided by Blue Planet, could result in reducing greenhouse emissions. The parties agree that Blue Planet shall retain all the related rights, in those verified carbon credits generated as a result of the completion of the Program including the fiscal incentives and benefits accruing from such verified carbon credits. All or any such

benefits shall vest with Blue Planet in accordance with the UNFCCC guidelines or such other guidelines on Verified Emission Reductions (VERs) under Kyoto Protocol / Climate Change, as may be applicable.

**6. ROLES AND RESPONSIBILITIES**

In this MOU, both parties mutually agree to their respective roles and responsibilities. Both the Parties shall fulfill certain roles and responsibilities as outlined in **Annexure-A ('Roles & Responsibilities')**

**7. OTHER COVENANTS**

**7.1. Representation and No Relationship:** None of the Parties shall represent any other Party in any manner. Nothing in this MOU is intended to constitute a fiduciary relationship or an agency, partnership or trust between the Parties. Each Party represent to the other Party that it has the authority under applicable law to execute this MOU.

**7.2. Indemnity:** Each Party shall indemnify and hold harmless the other Party, its promoters, officers, directors, employees, affiliates, agents, sub-contractors, and other representatives from any direct claims, demands, liabilities, suits, proceedings, penalties, costs or expenses of any kind (including, attorneys' fees and expenses) arising out of or in connection with (i) infringement of intellectual property rights of either Party by the other Party or its personnel; (ii) infringement of third party intellectual property rights by the either Party or its personnel; (iii) violation of any applicable laws and statutory obligations by the either Party or its personnel; (iv) gross negligence and/or misconduct by the either Party or its personnel; (v) breach of any obligation, terms, representation, warranties, and covenants under this Agreement; (vi) breach of confidentiality obligations under this Agreement; (vii) any employment-related claims from either Party's Personnel.

**7.3. Liability:**

**7.3.1.** In no event either party, be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to loss of use, data or profits, or business interruption howsoever such loss is caused or assessed pursuant to any theory or categorization of liability), whether in contract, strict liability, tort (including negligence) or otherwise, arising in any way resulting from this MOU, even if advised of the possibility of such damage.

**7.3.2.** Each Beneficiary acknowledges and agrees that Blue Planet shall not now and will not have in the future any duty or liability (direct or indirect; vicarious, contributory, or otherwise) towards the Beneficiary under this MOU.

**7.4. Compliance with Laws:** Each Party will comply with all applicable laws, rules and regulations in its performance of this MOU.

**7.5. Severability:** If any section or paragraph, or part thereof, of this MOU or any document appended hereto or made a part hereof is rendered invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future laws effective during the term

of this MOU, then it is the intention of the Parties that the remainder of the MOU, or any document appended hereto or made a part hereof, shall not be affected thereby unless the deletion of such provision shall cause this MOU to become materially adverse to any Party in which case the Parties shall negotiate in good faith such changes to the MOU, or enter into suitable amendatory or supplementary MOUs, as will best preserve for the Parties the benefits and obligations under such provision.

- 7.6. Confidentiality: All commercial and other information, whether written, oral or in any other form, furnished hereunder by one Party to the other or its employees, representatives or agents shall be considered confidential by the Institute, which shall take all necessary precautions to keep the confidential information, secret and confidential. The Institute shall not, without the prior written consent of the other, disclose or allow to be disclosed, such confidential information to anyone, except to its relevant officers and employees, and only to such extent as may be necessary for the performance of its obligations under this MOU. Notwithstanding the foregoing, this Clause shall not apply to information which:
- A) Is or becomes publicly known or is printed in a publication available to the general public through no wrongful act of the Party concerned; or
  - B) Is at the time of disclosure already known by the person to whom disclosure is made unless such knowledge is subject to a restriction as to use or disclosure imposed on such a person; or
  - C) Is acquired from a third party in good faith and without an obligation of confidence being owed to that third party in respect thereof.
- 7.7. Amendments: This MOU may be varied, modified, or amended only by mutual amendment of all the Parties in writing.
- 7.8. Disputes: Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third Party, failing which the Arbitration shall be held in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996 as amended at New Delhi. The language of Arbitration shall be in English. Both the Parties agree to appoint a sole arbitrator for arbitration proceedings.
- 7.9. Governing law and Jurisdiction: This MOU and any matter relating to this MOU shall be governed by and construed in accordance with the laws of India and shall be subject to exclusive jurisdiction of the courts at New Delhi.
- 7.10. Notice: Any notices, requests, demands or other communication required or permitted to be given under this MOU or for the purpose of this MOU ("Notice") shall be written in English and shall be delivered in person, or sent by courier or by certified and registered mail or by e-mail,
- 7.11. postage prepaid or transmitted by facsimile and properly addressed as follows:

**For:**

**J S University**

5 K.M. Mile Stone Mainpuri Road,  
Shikohabad, Uttar Pradesh – 283135  
Email: directorjsuniversity@gmail.com

**For:**

**Blue Planet Environmental Solutions India Private Limited**

Auth. Signatory: Atul Chugh (Director- Finance)  
Unit 5D, 5th Floor, JW Marriott Asset Area 4,  
Delhi Aerocity, Delhi -110037  
Email: sales@blue-planet.com

- 7.12. Entire Understanding:** This MOU along with the Recitals and the attached Schedules, shall contain the entire understanding of the Parties and shall be read in conjunction with each other and shall supersede all prior agreements and understandings, both written and oral, amongst the Parties with respect to the subject matter hereof.
- 7.13. Force Majeure:** Without Limiting any other provision in these Terms, Blue Planet shall not be responsible or liable to any Beneficiary or Institute or for any person claiming through them, for failure to supply a benefit or any part thereof in the event that any of the Program activities or Blue Planet's operations or activities are affected by any cause or event beyond the sole and reasonable control of the Blue Planet, including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic or pandemic, fire, explosion, earthquake, epidemics, pandemics, flood, hurricane, unusually severe weather, blackout, embargo, labour dispute or strike (whether legal or illegal, labour or material shortage, transportation interruption of any kind, work slowdown, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid, or any other cause, whether or not specifically mentioned above.
- 7.14. Counterparts:** This MOU may be executed in counterparts, each of which shall be deemed to be the original and all counterparts shall collectively constitute a single instrument.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this MOU on the date first above written.

For JS University	For Blue Planet Environmental Solutions India Private Limited
 <hr/> <p>Authorized signatory Name: Gaurav Yadav Designation: Director General</p> <p><b>Director General J.S. University Shikohabad (U.P.)</b></p>	 <hr/> <p>Joint Authorized Signatory-1 Name: Atul Chugh Designation: Director Finance</p>  <hr/>  <hr/> <p>Joint Authorized Signatory -2 Name: Harsh Mehrotra Designation: CEO-SKILLS DIVISION</p>

**Annexure-A**  
**(Details of Program)**

1. The Program will commence with a physical orientation session to set the foundation for the participants. This will be followed by a comprehensive four-day virtual training conducted as detailed below:
  - Day 1: Orientation
  - Day 2: Introduction to Waste Management
  - Day 3: Understanding the Challenges of Waste
  - Day 4: Solutions for Effective Waste Management
  - Day 5: Exploring Climate Change, Carbon Emissions, and Carbon Credits
  - Day 6: Closing Ceremony
2. Each session will be conducted via an interactive online workshop format to maximize engagement and learning outcomes. The program will culminate in an offline closing ceremony to celebrate the participants' achievements
3. As part of this program, we are excited to offer:
  - 3.1. 500 Student Certificates to recognize successful completion of the program.
  - 3.2. 8 Recycled Park Benches to promote sustainable practices
  - 3.3. 8 Recycled Library Racks to promote sustainable practices
  - 3.4. 50 Recycled T-shirts and badges for Blue Nudge Ambassador
  - 3.5. 100 Teacher Certificates to acknowledge the contributions of educators.
  - 3.6. Mechanism to treat Institute's waste- (Solid, organic, plastic, etc). Students & Institute's Staff will be trained to segregate and manage various kinds of waste.



**Annexure-B**  
**('Roles & Responsibilities')**

➤ **Blue Planet's Roles and Responsibilities**

1. Programme Development and Delivery:

- Design Curriculum: Develop detailed lesson plans and educational materials for each session.
- Session Conduct: Lead physical and virtual training sessions.
- Trainer Provision: Ensure availability of trainers and facilitators for each session.
- Workshop Management: Organize and conduct interactive online workshops to maximize engagement and learning

2. Certification and Recognition:

- Prepare Certificates: To provide 500 student certificates and 100 teacher certificates for successful completion of the Program.
- Distribute T-shirts and Badges: Provide 50 T-shirts and 50 badges.

3. Sustainability Contributions:

- Provide Recycled Materials: Supply 8 recycled benches and recycled racks to J S University to support sustainable campus practices.
- Training on Waste Treatment Mechanism: Training sessions for students on waste segregation and management.

4. Branding Material:

- Marketing Materials: Provide standees, posters, and banners for marketing purposes.
- Social Media Posts: Create and distribute social media posts to promote the program.

➤ **Institute's Roles and Responsibilities**

1. Participant Engagement:

- Identify Participants: Select 500 students and 100 teachers to participate in the Program.
- Ensure Attendance: Ensure full attendance and active participation of the selected students and teachers in all program sessions.

2. Logistical Support:

- **Provide Facilities:** Offer necessary facilities for the physical orientation session and offline closing ceremony, including venue setup and required equipment.
  - **Support Virtual Sessions:** Provide technical support for the online workshops, ensuring reliable internet access and necessary hardware, including proper Wi-Fi connectivity for the smooth flow of the program.
  - **Coordinate Schedule:** Ensure that the schedule for the training sessions is communicated clearly to all participants and that any required adjustments are promptly managed.
3. **Campus Integration:**
- **Install Recycled Items:** Integrate the 8 recycled benches and recycled racks into the university's infrastructure.
  - **Conduct Training:** Facilitate and support training sessions for students on waste segregation and management practices, ensuring that all participants receive hands-on training and necessary materials.