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MEMORANDUM OF UNDERSTANDING ON COOPERATION

BETWEEN

**INTERNATIONAL EDUCATION PROGRAMS
UNIVERSITY OF CALIFORNIA, RIVERSIDE, EXTENSION**

AND

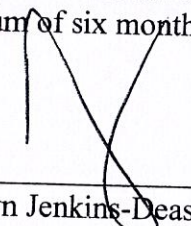
**VISVESVARAYA TECHNOLOGICAL UNIVERSITY
BELGAUM, KARNATAKA, INDIA**

This Memorandum of Understanding (hereinafter referred to as "MOU") is made by and entered into between the International Education Programs at University of California, Riverside, Extension, (hereinafter referred to as "IEP"), located at 1200 University Avenue, Riverside, California, USA; and Visvesvaraya Technological University (hereinafter referred to as VTU) located at Jnanasangama Machhe, Khanapur Road, Belgaum, Karnataka 590014, INDIA.

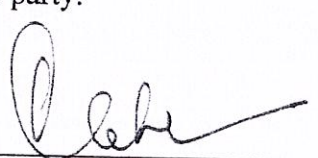
This MOU sets forth the present intention of IEP and VTU to make an agreement to recognize one another as affiliated institutions and to cooperate where feasible and mutually acceptable in student, faculty, and cultural exchange.

Ratification of this MOU will not result in any material, financial, or other obligation for either of the two universities. Both universities will be at liberty to determine the financing of their joint initiatives in accordance with their respective policies.

This MOU is effective until December 2017, but may be terminated by either university with a minimum of six months' written notice being given to the other party.



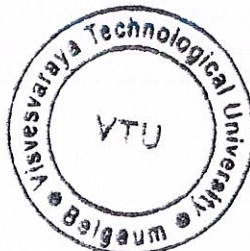
Bronwyn Jenkins-Deas, Associate Dean
International Education Programs
Extension Department
University of California, Riverside



Dr. H. Maheshappa, The Vice Chancellor
Visvesvaraya Technological University
BELGAUM, KARNATAKA, INDIA

Dated this 5th day of Dec, 2015

Dated this 18th day of Dec, 2014.





AGREEMENT OF COOPERATION

BETWEEN

VISVESVARAYA TECHNOLOGICAL UNIVERSITY

**JNANASANGAMA MACHHE, KHANAPUR ROAD
BELAGAM, KARNATAKA 590014**

INDIA

AND

INTERNATIONAL EDUCATION PROGRAMS (IEP)

UNIVERSITY OF CALIFORNIA, RIVERSIDE

**1200 UNIVERSITY AVENUE
RIVERSIDE, CA 92507**

UNITED STATES OF AMERICA

VISVESVARAYA TECHNOLOGICAL UNIVERSITY(hereafter called**VTU**) and **International Education Programs, University Extension, at the University of California, Riverside** (hereafter called **IEP**), agree to cooperate in order to provide VTU students opportunities to undertake courses of study at the graduate level at the University of California, Riverside.

Graduate students

IEP will provide VTU's graduate level students with the opportunity to enrol in IEP's 3-month Postgraduate Certificate in Management (PGCM) or in IEP's 9-month Postgraduate Diploma programs (in Management, Engineering Management, Bio-Engineering or Public Policy).

The Program

The framework for the UCR postgraduate options are as follows:



Postgraduate Certificate Option

- Quarter One- five required modules in graduate level Management. Students who successfully complete all five modules are eligible to receive a UCR **Postgraduate Certificate in Management** (PGCM)

Postgraduate Diploma Option

- Quarter Two - specialization. Students take 3 courses in this field. They also take a 4th required course called *Marketing You*, which prepares them for their third quarter internship.
- Quarter Three - required unpaid internship. Students are assisted to find an unpaid internship in their field. At the same time they take a final course called *Understanding the American Workplace*.

Students who successfully complete all three quarters of the program are eligible to receive a **Postgraduate Diploma in Engineering Management** and are then eligible for one year Optional Practical Training (OPT)

Optional Practical Training

For the subsequent 12 months students are eligible to work in the US in a paid capacity. Students are responsible for securing a position and meeting all OPT requirements.

Entrance Requirements

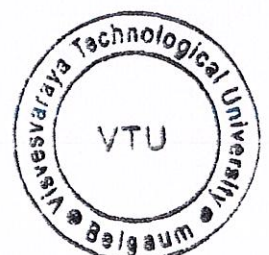
All Postgraduate Certificate / Diploma applicants must be in good academic standing as mutually determined by VTU and IEP and must meet a minimum English language requirement of TOEFL 550 PBT, iBT80 or IELTS 6.5. IEP will accept institutional TOEFL scores and will evaluate other options to ensure VTU students meet the language requirement.

Upon completion of the PGCM, VTU students will receive an official UCR transcript which details grades and numbers of credits.

Program Fees

2015

- IEP **Postgraduate Certificate in Management** \$6,800 for the 3-month program
- VTU students who want to enrol directly in the **Postgraduate Diploma in Engineering Management** will pay \$19,500 for the 9-month program



Fee Payment

VTU Students will be invoiced by UCR for the following:

- \$200 Student application fee(required at time of application, sent as a group)
- Tuition fee (depending on the program, see prices above)
- \$200 Housing application fee (optional, required at time of application)
- \$150-\$300 Student services fee (depending on the length of the program)
- \$45/week Medical insurance (2015)
- \$100 one-way Airport pick up (optional)

VTU students are required to pay full fees on or before the start of the program. VTU students will not be permitted to attend classes until full payment has been made. VTU students are responsible for all international travel and personal costs, books and materials.

Housing

VTU students are responsible for their housing and meal costs. Students have two housing Options. Up to date fees are available in the UCR website at www.iep.ucr.edu

- International Village (IV) – single or double rooms, kitchen facilities
- Home Stay – double occupancy with an American family

VTU agrees to publicize the opportunities available under this Agreement of Cooperation and promote the development of cooperation.

The present Agreement of Cooperation is for two and one half years (3) years, and it or any of its parts may be modified or terminated by written consent of both parties who will comply with the obligations that might be in effect on the date of termination. This contract will expire on December 31st,2017 and it is anticipated that a new agreement will be negotiated before that date.

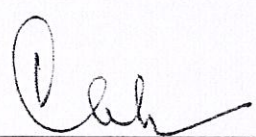
This Agreement of cooperation does not, in and of itself, obligate either VTU or IEP to any financial expenditure not explicit in the above. Termination of this agreement can be made by either party. Both parties hereby agree to comply with each and every obligation contained in this document and all those that might be in effect on the date of termination of the Agreement of Cooperation.

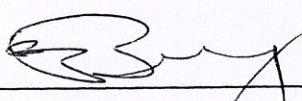


This agreement is represented by Dr. H. Maheshappa, The Vice Chancellor, VTU and Mr. Nishit Sahay, chief Mentor VTU Center for Science, Technology and Public Policy (VTU-cSTPP) of Visvesvaraya Technological University, and Bronwyn Jenkins-Deas, Associate Dean of the International Education Programs at the University of California, Riverside.

Having read the present Agreement of Cooperation, and being fully aware of the content and scope of each and every one of its clauses, the parties hereby affix their signatures to the present document.

VISVESVARAYA TECHNOLOGICAL UNIVERSITY

(1)  By _____
Dr. H. Maheshappa
Vice Chancellor VTU

(2)  _____
Mr. Nishit Sahay
Chief Mentor VTU-cSTPP

Date 18/12/2014

INTERNATIONAL EDUCATION PROGRAMS
University of California, Riverside.

By _____
Bronwyn Jenkins-Deas
Associate Dean, International Education Programs
University of California, Riverside

Date Jan 5th, 2015





Memorandum of Understanding

On Integrated Waste Management M.Tech Course

Between

GGI Energy Pte. Limited - Singapore

and

Visvesvaraya Technological University,

Balagavi, - India



Memorandum of Understanding (MOU)

Between:

GGI Energy Pte Ltd

Company Registration no: 201106544M

8 Marina Boulevard #5-02,

Marina Bay Financial Tower 1,

Singapore 018981

(Hereinafter called "GGI")

Represented by Ravi Ram Mohan, Head of India Operations

A limited private company established in Singapore that specializes in research, development and processing of municipal solid waste, whose technology has been designed to process all waste streams without the need for sorting the waste into organics, green, food and other putrescible wastes, in a green, clean, safe and secure manner. GGI designs and processes Waste into Energy and has collaboration with Monash University Australia.

AND

Visvesvaraya Technological University

Belagavi, Karnataka 590018, India

(Hereinafter called "VTU")

Represented by the Registrar of VTU

An Educational Institution established in 1998 as per VTU University Act 1994 and offers higher education in Technology relevant to current and future needs of the society

PURPOSE:

This MOU entered between both parties on 17th July 2015, has a reference to the proposal (GGI/VTU/EOI Dt. 11th May 2015) given by GGI to set up Waste to Energy Plant and be a part of VTU's plan to set up Master's / Post Graduate program in Waste Management. This program offered under the MOU shall help students, institutions and society to address a much needed national vision of CLEAN & GREEN INDIA ("Swatch Bharath") & NATIONAL SKILL DEVELOPMENT PROGRAM.

The Scope of MOU shall be:

A. For the proposed Waste Management course:

1. Conduct seminars and symposiums jointly to educate and bring industry best practices to local communities in India.
2. Undertake research and consultative studies in local & international communities on handling waste related issues.



3. VTU Students can visit other GGI facilities as part of industry & project visits.
4. GGI can send people to be trained from companies and countries where GGI's technology is being set up to VTU to gain and share knowledge in this area.
5. Enhance & introduce other certification courses/programs other than Master's/Post Graduate program
6. GGI representative shall be invited as Special Invitee to advice the industry best practices and to strengthen the curriculum of M.Tech. Waste Management Programme as and when required by VTU.
7. Anything else jointly both parties may wish to add to our collaboration as part of our engagement from time to time.

B. Intellectual property & Confidentiality:

This knowledge gained and shared shall remain as exclusive property of the disclosing party and where joint efforts have resulted in knowledge gain as part of this MOU scope; such intellectual property shall remain with of both parties.

C: Communication:

All normal communications shall be by email and to the registered address mentioned in the MOU.

D: Revenue Share:

All revenues earned though this relationship shall be split in the following ratio:

Title	Ratio of revenue share to VTU	Ratio of revenue share to GGI
Waste management course fees	70%	30%
Seminar & Conferences	30%	70%
Consulting engagements with 3 rd parties	50%	50%
Any other area*	Mutually discuss & agree	Mutually discuss & agree

*Such revenues shall be remitted through a separate agreed payment structure that shall be due and payable upon receipt of such funds based on case-to-case basis agreed mutually.

E. Tenure & Termination:

This shall be valid for a period of fifteen years (15 years) and renewable automatically for a similar tenure thereafter unless terminated with mutual agreement after the first tenure is over by giving six months notice of such decision to terminate.



F. General

Anything inconsistent or hereafter not specifically mentioned in this MOU, the VTU ACT and regulations and or the University Grants Commission (hereinafter called UGC) ACT and or any Govt of India agreement between Singapore and India as part of inter country treaty which is for the time being in force shall apply to this MOU and is binding on both parties.

Anything that is not explicitly agreed in this MOU is not to be assumed as agreed or given by any party and shall mutually discuss to agree to such new additions and incorporate such agreed clauses as annexure to this MOU.

GGI India is under process of Registration. Once completed the same shall be intimated to VTU.

G: Arbitration

Should any disagreement arise during the tenure of the said MOU, the same shall be attempted to be resolved by the Chairman of GGI & Vice Chancellor of VTU. Should this not be resolved even after continued attempts, both parties can decide to refer this to a mutually acceptable arbitrator in a location and country acceptable to both parties for resolution.

H: Governing Law

Bi-lateral treaty laws of Singapore and India and in addition where necessary international resolution as per United Nations Charter shall be followed that shall govern this MOU.

Both parties hereto agree to collaborate and provide the necessary resources to fulfill the obligations set forth in this MOU.

For
Visvesvaraya Technological University
Belagavi, Karnataka 590018, India

For
Global (GGI)
8 Marina Boulevard #5-02,
Marina Bay Financial Tower 1,
Singapore 018981

Registrar
REGISTRAR

Visvesvaraya Technological University,
BELGAUM

Head - India Operations

Witness:

A. PRAKASH YALALI

Witness:

(M. V. Rayappa)
SO, VTU



26

**Agreement on
Setting up and Maintenance of a
"Bosch Rexroth Training Partner" Center in India**

Between **Bosch Rexroth AG
Industrial Hydraulics
Maria-Theresien-Strasse
97816 Lohr am Main
Germany**

hereinafter referred to as 'BRAG'

and **Bosch Rexroth (India) Limited
Near Vatva Railway Station, Vatva
Ahmedabad - 382 445
India**

hereinafter referred to as 'BRIN'

on the one side

and **Visvesvaraya Technological University
"Jnana Sangama", Machhe
Belgaum, Karnataka 590 014
India**

hereinafter referred to as 'VTU'

on the other side

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This AGREEMENT on setting up and maintenance of a "Bosch Rexroth Training Partner" Center in India (the "Agreement") is made on the 27th day of October, 2005.

BY AND BETWEEN

(1) Bosch Rexroth AG, a stock corporation duly registered in the Federal Republic of Germany. The address of the headquarters is as follows:
Bosch Rexroth AG, Heidehofstraße 31, 70184 Stuttgart, Deutschland (BRAG).

and

(2) Bosch Rexroth (India) Limited, a stock corporation duly registered in India. The address of the headquarters is as follows:
Near Vatva Railway Station, Vatva; Ahmedabad - 382 445; India (BRIN)

and

(3) Visvesvaraya Technological University, the training center partner having its campus located at "Jnana Sangama", Machhe; Belgaum, Karnataka 590 014; India (VTU)

(all the above individually referred to as a "Party" and all collectively referred to as the "Parties)

PREAMBLE

WHEREAS

- A. BRAG has developed a worldwide didactic system for the education on the effective application and efficient use of machines and systems (BRAG Training Course) involving the use of its proprietary hardware, courseware and teachware (the Technology),
- B. BRAG and BRIN are responsible for the implementation and the support of the BRAG Training Course in the territory of India in accordance with the terms and conditions of this Agreement,
- C. VTU is desirous of utilizing the didactic concept to educate its students at its campus in India,
- D. VTU is willing to receive and BRAG is willing to grant the License and BRAG is willing to provide the equipment as well as BRIN is willing to support the set up and maintenance of a Training Center based on the BRAG Training Courses subject to the terms and conditions set out below in this Agreement and its Appendices.

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE 1 – DEFINITIONS

The terms referred to in this Agreement shall have the following meanings:

- 1.1. “DIDACTIC CONCEPT”
shall mean the efficient combination of the hardware, teachware and courseware offered by BRAG for the industry-oriented basic and further training in the field of automation technology.
- 1.2. “PRODUCTS”
shall mean components, systems, services and rights of use according to Appendix 1.
- 1.3. “TRAINING CENTER”
shall mean the training center referred to in article 4.1 below.
- 1.4. “TC COURSES”
shall mean the Training Center Courses referred to in article 4.2 below.
- 1.5. “TTT COURSES”
shall mean the training courses by BRAG for trainees of VTU for the utilization of the DIDACTIC CONCEPT of BRAG
- 1.6. “CoA”
shall mean the Certificate of Achievement - confirms that the trainee successfully attended the TTT COURSE.
- 1.7. “MoU”
shall mean the Memorandum of Understanding in the sense of a declaration of intent for working out this contract (MoA) between BRAG and VTU
- 1.8. “KNOW-HOW”
shall mean experience and knowledge available from BRAG special technical attainments and know how, necessary and sufficient for implementing and maintaining the didactic concept of BRAG.

1.9. "AGREEMENT"

shall mean this Agreement on setting up and maintenance of a "Bosch Rexroth Training Partner" Center in India.

1.10. The "System"

shall mean the worldwide recognized didactic concept for training with regard to the efficient utilization of machines, systems and facilities.

ARTICLE 2 – SUBJECT MATTER

VTU will establish and maintain at the location of its campus as aforesaid a didactic training center for conducting the TC Courses according to the BRAG DIDACTIC CONCEPT subject to the terms and conditions set out below.

BRAG and BRIN shall support these efforts by granting the respective licenses, transferring the know-how, supplying parts, components and didactic systems to VTU, instructing and certifying VTU trainers, supplying material and providing training methods subject to the terms and conditions set out below.

VTU shall implement all the above in its Didactic Training Center, to establish and maintain a training facility according to the BRAG DIDACTIC CONCEPT.

ARTICLE 3 – NO JOINT VENTURE

The Parties agree to use their best efforts and good faith to develop and reach agreement on the terms and conditions of the contemplated contractual relationships, including all appendices thereto. The Parties further agree to use their best efforts and good faith in developing any additional agreements or understandings that may be necessary or appropriate for the desired framework of cooperation and long-term relationship contemplated herein (the "Cooperation").

It is specifically understood and agreed that the Parties shall retain their separate identities and that neither shall be the agent, principal, employee, employer, partner, or representative of the other, and that they do not intend by the Co-operation to create a joint entity, joint venture, partnership, corporate merger, or any other form of consolidation of their existing business or corporate units.

ARTICLE 4 – OBLIGATIONS OF VTU

4.1. Setting up and Maintaining a Training Center

VTU shall at its own costs and expenses set up and maintain a Training Center within its campus to implement the DIDACTIC CONCEPT of BRAG.

For the avoidance of doubt, VTU shall also be solely responsible for all present and future costs relating to the infrastructure of the Training Center including, but without limitation, the furniture, training system, library and eLearning facilities, certification of students, operating expenses on the day to day operation and maintenance of the Training Center.

4.2. Offering Training

VTU shall offer to students at VTU's Training Center TC COURSES on the basis of the DIDACTIC CONCEPT of BRAG for the effective application and efficient use of machines, systems and facilities.

4.3. Trainers

The TC COURSES shall only be conducted by trainers who had been awarded the certificate of achievement (CoA) issued by BRAG (the "Certified Trainers) and VTU shall only engage Certified Trainers to conduct such courses at the Training Center.

VTU shall also ensure that each of the Certified Trainers shall undergo

a TTT course (defined in article 5.3 below) every 24 months after becoming a Certified Trainer.

4.4. Promotion

VTU shall actively cooperate with BRAG and BRIN in promoting the TC Courses and the Training Center in India.

4.5. Exclusive purchase and application of BRAG PRODUCTS

Due to the fact that BRAG provides a complete training and didactic system, based on specific know how, knowledge and experience and that the training center will bear the name of BRAG, it is of the utmost importance that VTU shall ensure that:

- all the PRODUCTS used in the TC Courses are purchased exclusively from BRIN or BRAG (BRIN will in turn purchase the PRODUCTS from BRAG).
- VTU shall only use the above mentioned PRODUCTS
- BRIN will maintain and/or repair the above mentioned PRODUCTS.

The compliance with the above provisions is of the essence of this Agreement.

ARTICLE 5 – RESPECTIVE OBLIGATIONS OF BRAG AND BRIN

5.1 Sale of PRODUCTS

BRAG shall supply BRIN or VTU the PRODUCTS to be used for implementing the DIDACTIC CONCEPT of BRAG. If required, BRIN will sell the PRODUCTS to VTU.

5.2 Willingness to conduct BRAG TTT COURSES in line with the MoU

BRAG shall offer VTU TTT COURSES within a period of one year from the date of this Agreement (MoA) for 2 trainees selected by VTU.

For these two trainees of VTU, no training course fees will be charged. The flight cost will be borne by VTU. The cost of accommodation will be borne by VTU. Trainees who have successfully completed the BRAG TTT COURSE will be awarded a CoA by BRAG.

5.3 Continuous provision of BRAG TTT COURSES

BRAG shall, within the framework of BRAG's TTT capacities, provide a TTT COURSE to any trainee sent by VTU in order to obtain a CoA. The same is valid for every Certified Trainer, who has completed 24 months of teaching in the VTU Training Center. BRAG shall be entitled to charge a nominal fee of € 2,000 (as may be adjusted by BRAG unilaterally from time to time upon prior notice to VTU) per trainee (the "TTT COURSE fee).

The TTT Fee in respect of each trainee shall be payable by VTU to BRAG in advance prior to the commencement of the TTT COURSE. VTU shall also bear the air ticket, accommodation and living expenses of each trainee.

For the avoidance of doubt, those Certified Trainers who fail to undergo the TTT COURSE shall be disqualified from conducting the TC COURSES.

5.4 Obligations of BRIN

BRIN hereby agrees to act as a consultant vis-à-vis VTU. Details thereof and any other cooperation or donation between BRIN and VTU are defined in a separate agreement and have to be in line with the MoA (Appendix 1).

ARTICLE 6 – TRADEMARKS AND PROMOTIONAL MATERIALS

6.1 Authorization

Subject to the confirmation of the terms and conditions by all contractual partners, BRAG hereby authorizes VTU to use the name

“Bosch Rexroth Training Partner”

for its Training Center upon its completion. The name may be used during the validity of this Agreement and according to the Corporate Design Guidelines for Training Partners of BRAG (Appendix 2).

6.2 Trademark

VTU shall not be authorized or granted the right to use the name “Bosch Rexroth”, “Bosch”, “Bosch Anchor”, “Rexroth” or any confusingly similar variation thereof and any other trademark or trade name of the Bosch Rexroth Corporation or its Affiliates except as expressly approved in writing by BR.

VTU may not use the Trademarks as part of, or in connection with VTU’s own name, trademarks, trade names or service marks.

6.3 Acknowledgements

By execution of this Agreement, VTU acknowledges that the Trademarks are the registered trademarks of BRAG. Nothing in this Agreement or in the course of performance under this Agreement shall confer on VTU an ownership interest in the Trademarks.

6.4 Limitation on Use

VTU’s use of the Trademarks in the name of Training Center hereunder shall be limited as follows: VTU’s use of the Trademark/tradename shall be: (a) in accordance with the shape, forms, style and color of the

Trademarks/tradename as communicated or authorized by BRAG and subject to BRAG's prior written approval. (b) in accordance with Appendix 2 (Corporate Design Guidelines for Training Partners of BRAG)

6.5 Promotional material

BRAG may from time to time at its discretion, provide to VTU catalogues and brochures, specifications and other current information required for the PRODUCTS of the DIDACTIC CONCEPT. The above mentioned promotional material can be supplied free of charge or subject to payment. for the Didactic Training System, some of which may be supplied free of charge and some at cost. VTU agrees to participate in promotional and advertising programs established by BRAG from time to time for the PRODUCTS.

ARTICLE 7 – TERMS OF PAYMENT

- 7.1. All payments shall be made in accordance with the terms and conditions as stipulated in the invoices issued by the respective Parties.
- 7.2. For the avoidance of doubt, all payments shall be made without any set off, counterclaim, restrictions or conditions and free and clear of and without deduction or withholding for or on account of any present or future tax, levies, charges and fees of any nature. In addition and without prejudice to any of the foregoing, each of the Parties further agrees not to withhold payment of any amount due to the other Parties on the grounds of the alleged non-performance or breach of any of the other Parties' obligations under this Agreement or any related agreement.

ARTICLE 8 – TERM OF AGREEMENT

This Agreement shall commence on the date of execution of this Agreement by the Parties and shall be valid for a period of 5 years. Thereafter, it shall automatically be extended for a further period of one 1 year unless sooner terminated by any Party giving at least six (6) month prior written notice to the other Parties or otherwise terminated under the provisions of this Agreement.

8.1. Termination Events

Each of the following events shall be a termination event (Termination Event“

- (a) A Party fails to pay to the other Party the whole or part of any sum due under this Agreement within thirty (30) days of the same becoming due.
- (b) Any Party fails to perform or comply with any of its obligations or undertakings under this Agreement.
Contractual obligations also include the obligation to make up for delays that can be made up for, or remedy failures that can be remedied, within fourteen (14) days (or such longer period as the other Party not at fault may approve) after receipt of written notice requiring it to do so.
- (c) Any representation or warranty made or deemed to be made by any Party hereunder proves to have been incorrect or misleading.
- (d) Any Party commits any act of bankruptcy or has been adjudicated bankrupt or makes any arrangement or composition with its respective creditors.
- (e) Any Party is dissolved or goes into liquidation.

- 8.2. If on of such Termination Events has occurred, any of the other Parties not at fault shall be entitled, but not obligated, to terminate this Agreement forthwith by giving notice of the same to the Party at fault.

ARTICLE 9 – INTELLECTUAL PROPERTY RIGHT

- 9.1. Save as provided in accordance with the provisions in this Agreement, nothing herein shall give or confer on VTU any right, title or interest in or to the DIDACTIC CONCEPT, TTT COURSES, the Teachware, Courseware, the TC COURSES, the TECHNOLOGY or any of the other intellectual property rights (IPR) of BRAG including, without limitation, patents, trademarks, copyrights, proprietary marks, names and designs (the “BRAG IPR) except in the manner and to the extent specifically envisaged under this Agreement.
- 9.2. VTU agrees that on expiration or termination of this Agreement, VTU shall cease to use any BRAG IPR and shall not thereafter use any trademarks, names or designs that may be confusingly similar to the BRAG IPR for any other purpose whatsoever.

ARTICLE 10 – CONFIDENTIAL INFORMATION

- 10.1. No information relating to this Agreement or its contents shall be disclosed to third parties during the term of this Agreement or after its termination. This is not valid, if
- (a) the prior written permission from all the Parties have been obtained
 - or
 - (b) such information becomes part of the public domain (other than by breach of this Agreement by any of the Parties).

- 10.2. This Article shall remain in full force and effect notwithstanding the termination of this Agreement for any reason whatsoever.

ARTICLE 11 – INTEGRATION OF AGREEMENTS

- 11.1. This Agreement constitutes the entire agreement between the Parties with reference to the subject matter of this Agreement and supersedes any and all prior negotiations, understandings, representations and agreements. The Parties acknowledge that they are entering into this Agreement as a result of their own independent investigation and not as a result of any representations made by any of the Parties which are contrary to the terms set forth in this Agreement or to any offering circular, prospectus, disclosure document or other similar document required or permitted to be given by any Party pursuant to applicable law.
- 11.2. This Agreement may not be amended orally, but may be amended only by a written instrument signed by the Parties. The Parties expressly acknowledge that no oral promises or declarations were made and that the obligations of the Parties are confined exclusively to the terms and conditions and the duration of this Agreement.

ARTICLE 12 – ASSIGNMENT

- 12.1. This Agreement is binding on and endure to the benefit of the successors in title and permitted assigns of the Parties.
- 12.2. Each of BRAG and BRIN are entitled to freely assign and transfer its respective rights and/or obligations under this Agreement at any time upon prior written notice to VTU, whereupon VTU shall execute such further documents as may be necessary to effect the same.
- 12.3. VTU shall not assign or transfer or create any charge or other security interest over any of its rights or obligations under this Agreement or at-

tempt to do any of the foregoing.

ARTICLE 13 – FORCE MAJEURE

- 13.1. Without prejudice to accrued liabilities and rights, none of the Party shall have any liability whatsoever to the other Parties or be deemed to be in default by reason of delay or failure in performance under this Agreement to the extent that such delay or failure is caused by or arises from acts or circumstance or events beyond the reasonable control of that Party, including but not limited to acts of god, acts or regulations of any governmental authority, war or national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, natural catastrophes or epidemics. Each Party shall bear its own losses arising from such force majeure event(s), if any.
- 13.2. Should such force majeure continue to persist for more than three (3) months, this Agreement shall automatically terminate.

ARTICLE 14 – SEVERABILITY

If any term or provision of this Agreement is to any extent held by a court or other tribunal to be invalid, void or unenforceable, insofar as it is in conflict with the law, the remaining rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular terms or provision held to be invalid, void or unenforceable.

ARTICLE 15 – LANGUAGE AND COUNTERPARTS

This Agreement shall be executed in English. However, in the event of any dispute or difference between the Parties in respect of the interpretation of this Agreement or the rights and liabilities of any Party or in

respect of anything done or omitted to be done or omitted hereunder, then for the avoidance of doubt, it is expressly agreed by the Parties hereto that the Agreement executed in the English language shall prevail.

ARTICLE 16- NOTICE

- 16.1. Any notice required or permitted to be given by any Party to the other Parties under this Agreement shall be in writing addressed to the other Parties at the addresses stated above or such other address as may at the relevant time have been notified pursuant to this provision to the Party giving the same.
- 16.2. All notices, demand or communication to be given or delivered pursuant to or otherwise in relation to this Agreement shall be in the English language or to be accompanied by a translation from a certified English translator.

ARTICLE 17 – NO WAIVER

- 17.1. No delay, omission or failure to exercise any right or remedy provided for herein shall be deemed to be a waiver thereof or acquiescence in the event giving rise to such right or remedy nor shall any partial exercise of any such right preclude the exercise of any other right. Every right on remedy may be exercised from time to time and so often as may be deemed expedient by the Party exercising such right or remedy.
- 17.2. Any waiver on consent given by any Party under this Agreement shall be in writing and may be given subject to any conditions as that Party may impose. Any waiver on consent shall be effective only for that instance and for the purpose for which it is given.

ARTICLE 18 – GENERAL PROVISIONS

- 18.1. The Parties are not joint ventures partners and have no other relationship other than independent contracting parties. Each of the Parties agrees that neither has the power to bind or obligate the other in any manner, other than as is expressly set forth in this Agreement.
- 18.2. Unless the context otherwise requires, words importing the singular number also shall include the plural and vice versa; words importing the masculine gender also shall include the feminine or any neuter genders and vice versa; and words importing persons also shall include firms and corporations and vice versa. Whenever in this Agreement the words “includes“, “including“ or “inclusive“ or the phrase “and in particular“ shall appear, these words shall in all cases be interpreted and construed so as not to limit the generality of the words of general application or nature which precede those words when used herein. References to this Agreement or any other document referred to herein shall include references to such document as the same may be amended or supplemented from time to time. The words “hereof“, “herein“ and “hereunder“ and other words of similar import used in this Agreement refer to this Agreement as a whole and shall not in any way affect the interpretation of this Agreement.
- 18.3. The titles and subtitles of the various Articles of this Agreement are inserted for convenience and will not affect the meaning or construction of any of the terms, provisions, covenants and conditions of this Agreement.
- 18.4. The Parties agree to execute in good faith all other documents and perform all further acts necessary and desirable to carry out the purposes of this Agreement.

ARTICLE 19 – GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.

ARTICLE 20 – ARBITRATION (COURT OF ARBITRATION)

20.1. All disputes arising in connection with the present contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, Paris, by one or more arbitrators appointed in accordance with the said Rules. Arbitration shall take place in Frankfurt, Germany.

The decision award shall be final and binding for both Parties.

This AGREEMENT has been made in the English language in three original copies.

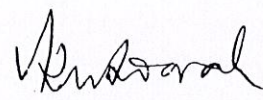
IN WITNESS WHEREOF the Parties have executed this Agreement on the date first written above.

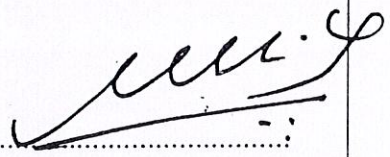
for BRAG

for BRIN

for VTU

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Dr. Lutz Zimmermann

V.K. Viswanathan

Prof. M.S. Shivakumar

Executive Vice President
Sales Industrial Hydraulics

Director BRIN

Registrar VTU

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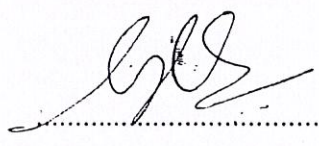
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Uwe Freyer

Santosh Kelshikar

Dr. Gouri L. Shekar

Franchise Training Center

Didactics & Training

Professor and Special
Officer

.....

27/10/05

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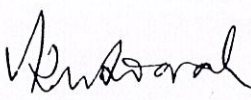
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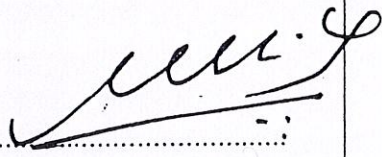
for BRAG

for BRIN

for VTU

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Dr. Lutz Zimmermann
Executive Vice President
Sales Industrial Hydraulics

V.K. Viswanathan
Director BRIN

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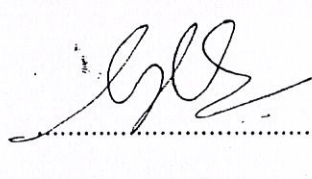
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Uwe Freyer
Franchise Training Center

Santosh Kelshikar
Didactics & Training

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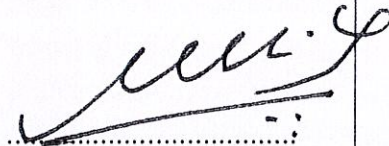
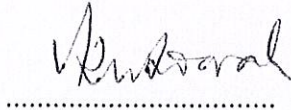
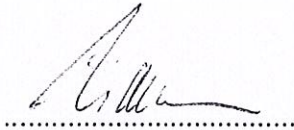
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for BRAG

for BRIN

for VTU



Dr. Lutz Zimmermann

V.K. Viswanathan

Prof. M.S. Shivakumar

Executive Vice President
Sales Industrial Hydraulics

Director BRIN

Registrar VTU

27.09.06

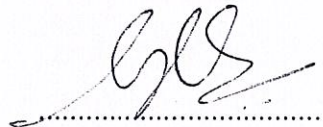
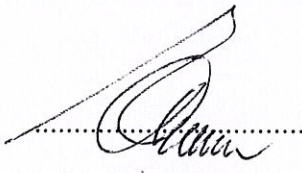
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Uwe Freyer

Santosh Kelshikar

Dr. Gouri L. Shekar

Franchise Training Center Didactics & Training

Professor and Special
Officer

27/10/05

27/10/05

27.10.2005

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APPENDIX

Appendix 1: All valid sales catalogues released through BRAG; Hardware, Teachware, Courseware, Components, Systems, Services and Rights of Use, as published in the valid sales catalog of Training & Didactic by BRAG; more details are to be specified in given quotation or in the license contracts.

Appendix 2: Guidelines of Corporate Design for Training Partners of BRAG
"ZNZ-00311-001_NOR_N_D0_2004-06-04"

Appendix 3: Special agreement between BRIN and VTU

VTU_BR_Investments

Status: 06-05-14 Labority	Phase I			SUBTOTAL I
	Pneumatics	Hydraulics	Sensorics	
Total Project Investment	198.077 €	426.709 €	121.475 €	746.261 €
thereof Investment BR	81.770 €	157.125 €	34.418 €	273.313 €
thereof Share VTU	116.307 €	269.584 €	87.057 €	472.948 €

Status: 06-05-14 Labority	Phase II				SUBTOTAL II
	PLC	Mechatronics	Rhobotic handling	Workshop	
Total Project Investment	96.935 €	153.839 €	147.361 €	200.822 €	598.956 €
thereof Investment BR	35.588 €	56.480 €	54.102 €	73.729 €	219.898 €
thereof Share VTU	61.347 €	97.359 €	93.260 €	127.093 €	379.058 €

Status: 06-05-14 Labority	Phase I+II	in Rupee	in Rupee	in Rupee
	TOTAL	SUBTOTAL I	SUBTOTAL II	TOTAL
Total Project Investment	1.345.217 €	41.044.353	32.942.606	73.986.959
thereof Investment BR	493.878 €	15.032.203	12.094.413	27.126.615
thereof Share VTU	851.340 €	26.012.151	20.848.193	46.860.344

R₂
 740 crone (Total)
 271 crone (BR) = 37%
 469 crone (VTU) = 63%

Appendix 3

This Appendix is dated on the 14th day of May 2006 and rules the obligations from BRIN towards VTU. All mentioned obligations as listed below come into force in line with a valid order income at BRAG based on quotation US15-0403-7837-B VTU-BRTC dated May 14th 2006. Any services asked prior to the order placement will be refused by both parties BRIN and BRAG.

Obligations as such:

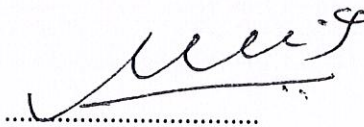
- Assembling, Installation and Introduction of Training Systems at the VTU Training Center in Mysore, India without any charges towards VTU.
- Provision of Teachware-licences for the laboratories as listed in quotation US15-0403-7837-B VTU-BRTC dated May 14th 2006
- Support in Application Training if requested by VTU to conduct industrial training groups. Fees for the trainer have to be negotiated separately.
- Access for BRIN to the Training Center and training rooms of VTU is highly welcome by VTU for BRIN to conduct training to industries. Fees are not charged by VTU towards BRIN whereas access is defined by booking schedule of VTU.



S.G. Kelshikar
Head Didactics, BRIN

15th May 06

DD.MM.YY



Prof. M.S. Shivakumar
Registrar VTU

15/5/06

DD.MM.YY

Minutes of Meeting held in Belgaum in connection with VTU-BR International Training Institute on 15th May 06

Present

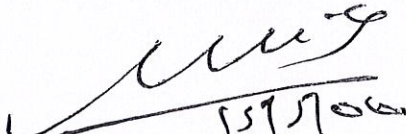
For VTU

1. Dr. M. S. Shivakumar Registrar
2. Dr. G.L.Shekar Special officer
3. Dr. N.V.Raghavendra

For Bosch Rexroth

1. Mr. Uwe Freyer BR AG
2. Mr. S. G. Kelshikar BRIL

1. Further to the meeting held in Mysore, for site visit and subsequent meeting of Implementation committee on 14th May, meeting was held in Belgaum on 15th May 2006 to formalize the ordering process for the equipment. Following was discussed,
2. Registrar was appraised of the discussions held in Mysore and the plan drawn by VC to implement the project before Dec 06.
3. The specification of equipment and the budget for first phase of implementation namely Hydraulic, Pneumatic and Sensoric Laboratories was handed over to registrar for his further needful.
4. Registrar informed that he will take up the issue of change of location of training centre to Mysore in the next EC meeting due on 29th May. The papers will be processed within 2 weeks for establishing Letter of Credit (LC) on bank approved by German banks.
5. BR-AG confirmed that proforma invoice will be provided to registrar within one week of confirmation by VTU.


15/5/06
Dr. M. S. Shivakumar

Registrar – VTU, Belgaum


Mr. Uwe Freyer

Head-Franchise Training centre
BR-AG



Memorandum of Understanding

On Integrated Waste Management M.Tech Course

Between

GGI Energy Pte. Limited - Singapore

and

Visvesvaraya Technological University,

Balagavi, - India



Memorandum of Understanding (MOU)

Between:

GGI Energy Pte Ltd

Company Registration no: 201106544M

8 Marina Boulevard #5-02,
Marina Bay Financial Tower 1,
Singapore 018981

(Hereinafter called "GGI")

Represented by Ravi Ram Mohan, Head of India Operations

A limited private company established in Singapore that specializes in research, development and processing of municipal solid waste, whose technology has been designed to process all waste streams without the need for sorting the waste into organics, green, food and other putrescible wastes, in a green, clean, safe and secure manner. GGI designs and processes Waste into Energy and has collaboration with Monash University Australia.

AND

Visvesvaraya Technological University

Belagavi, Karnataka 590018, India

(Hereinafter called "VTU")

Represented by the Registrar of VTU

An Educational Institution established in 1998 as per VTU University Act 1994 and offers higher education in Technology relevant to current and future needs of the society

PURPOSE:

This MOU entered between both parties on 17th July 2015, has a reference to the proposal (GGI/VTU/EOI Dt. 11th May 2015) given by GGI to set up Waste to Energy Plant and be a part of VTU's plan to set up Master's / Post Graduate program in Waste Management. This program offered under the MOU shall help students, institutions and society to address a much needed national vision of CLEAN & GREEN INDIA ("Swatch Bharath") & NATIONAL SKILL DEVELOPMENT PROGRAM.

The Scope of MOU shall be:

A. For the proposed Waste Management course:

1. Conduct seminars and symposiums jointly to educate and bring industry best practices to local communities in India.
2. Undertake research and consultative studies in local & international communities on handling waste related issues.



3. VTU Students can visit other GGI facilities as part of industry & project visits.
4. GGI can send people to be trained from companies and countries where GGI's technology is being set up to VTU to gain and share knowledge in this area.
5. Enhance & introduce other certification courses/programs other than Master's/Post Graduate program
6. GGI representative shall be invited as Special Invitee to advice the industry best practices and to strengthen the curriculum of M.Tech. Waste Management Programme as and when required by VTU.
7. Anything else jointly both parties may wish to add to our collaboration as part of our engagement from time to time.

B. Intellectual property & Confidentiality:

This knowledge gained and shared shall remain as exclusive property of the disclosing party and where joint efforts have resulted in knowledge gain as part of this MOU scope; such intellectual property shall remain with of both parties.

C: Communication:

All normal communications shall be by email and to the registered address mentioned in the MOU.

D: Revenue Share:

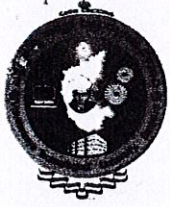
All revenues earned though this relationship shall be split in the following ratio:

Title	Ratio of revenue share to VTU	Ratio of revenue share to GGI
Waste management course fees	70%	30%
Seminar & Conferences	30%	70%
Consulting engagements with 3 rd parties	50%	50%
Any other area*	Mutually discuss & agree	Mutually discuss & agree

*Such revenues shall be remitted through a separate agreed payment structure that shall be due and payable upon receipt of such funds based on case-to-case basis agreed mutually.

E. Tenure & Termination:

This shall be valid for a period of fifteen years (15 years) and renewable automatically for a similar tenure thereafter unless terminated with mutual agreement after the first tenure is over by giving six months notice of such decision to terminate.



F. General

Anything inconsistent or hereafter not specifically mentioned in this MOU, the VTU ACT and regulations and or the University Grants Commission (hereinafter called UGC) ACT and or any Govt of India agreement between Singapore and India as part of inter country treaty which is for the time being in force shall apply to this MOU and is binding on both parties.

Anything that is not explicitly agreed in this MOU is not to be assumed as agreed or given by any party and shall mutually discuss to agree to such new additions and incorporate such agreed clauses as annexure to this MOU.

GGI India is under process of Registration. Once completed the same shall be intimated to VTU.

G: Arbitration

Should any disagreement arise during the tenure of the said MOU, the same shall be attempted to be resolved by the Chairman of GGI & Vice Chancellor of VTU. Should this not be resolved even after continued attempts, both parties can decide to refer this to a mutually acceptable arbitrator in a location and country acceptable to both parties for resolution.

H: Governing Law

Bi-lateral treaty laws of Singapore and India and in addition where necessary international resolution as per United Nations Charter shall be followed that shall govern this MOU.

Both parties hereto agree to collaborate and provide the necessary resources to fulfill the obligations set forth in this MOU.

For
Visvesvaraya Technological University
Belagavi, Karnataka 590018, India

For
Global (GGI)
8 Marina Boulevard #5-02,
Marina Bay Financial Tower 1,
Singapore 018981

Registrar
REGISTRAR

Visvesvaraya Technological University,
BELGAUM

Witness:

A. PRAKASH YAKALI

Head - India Operations

Witness:

(M. V. Rayappa)
SO, VTU

