

**CSIR-National Institute for Interdisciplinary Science and Technology,
Thiruvananthapuram – 695 019, Kerala, India**

Expression of Interest

National Institute for Interdisciplinary Science & Technology (NIIST) located at Industrial Estate, Pappanamcode, Thiruvananthapuram, Kerala is one of the major research laboratories of Council of Scientific Industrial Research (CSIR), which undertakes R&D projects of both basic and applied nature in a number of areas of fundamental importance to the country. CSIR-NIIST has been recognized globally for its excellent contributions in areas such as spice & oilseeds processing, building materials, premium quality aluminium castings, processing and value addition of clays and minerals, organic photonic materials and environmental monitoring and remediation.

The Laboratory has five major divisions namely Agro-processing and Technology, Microbial Processes and Technology, Chemical Sciences and Technology, Material Sciences & Technology, Environmental Technology. NIIST takes up Contract Projects (Sponsored, Collaborative/Consultancy) as well as testing and analysis from industries.

NIIST has many potential Patents and illustrious Technology Transfers to its credit. NIIST has a huge portfolio of technologies to mitigate environmental issues also. Of late, we have developed a technology named **NOWA, a modular onsite treatment system for recovering reuse quality water, bioenergy & organic manure from organic wastewater.**

Government Approvals for NOWA:

- The NOWA technology is Approved by Kerala Suchita Mission for field implementation.
- The filed installed NOWA units are approved by Kerala State Pollution Control Board (Consent to establish as well as Operate)

In order to ensure maximum penetration of this product to society, this Expression of interest (EOI) is invited from firms/agencies/companies interested in licensing the technology. The EOI should be sent in a sealed envelope addressed to the Director, National Institute for Interdisciplinary Science and Technology, Thiruvananthapuram – 695 019, Kerala, India.

Terms and Conditions

- Each licensing will be on non - exclusive basis for a period of ten years.
- Interested parties may have to sign MoU (draft of MoU is enclosed) with the Institute.
- There will be one - time upfront license fee payment for the technology.

Brief Details of the Technology

ANNEXURE 1

NOWA



Major Highlights of NOWA

- Modular Design, Less Foot Print
- Patented Design WO 2022/130402 A1
- Using Specific Microbial Systems
- Can treat High Strength Wastewater
- Less CAPEX & OPEX
- Free from Sludge Disposal Problem
- Recover Reuse Quality water- Bioenergy & Manure



10 KLD unit treating canteen wastewater



3 KLD unit treating Bakery wastewater

NOWA Best Suited for-
Restaurants, Catering Units, Bakeries,
Hotels, Canteens, Apartments,
Starch Factories,
Agro Based MSMEs, Etc.

AGREEMENT FOR LICENSING OF KNOW-HOW

1. THE AGREEMENT

1.1 The Council of Scientific & Industrial Research (referred to as CSIR), registered under the Societies Act (XXI of 1860) having its Registered Office at Anusandhan Bhavan, 2 Rafi Marg, New Delhi- 110 001 represented through its, National Institute for Interdisciplinary Science and Technology, Thiruvananthapuram – 695 019 (hereinafter called CSIR-NIIST which expression shall where the context so admits include its successors and permitted assigns) of the one part,

and

1. 2 M/s, a company registered under Companies Act, 1956 having its registered office (hereinafter called the PARTY which expression shall where the context so admits include its successors and permitted assigns) of the other part.

2 PREAMBLE

2.1 WHEREAS the CSIR-NIIST has developed a technology for product named JAIVAM [Hereinafter called the KNOW-HOW and detailed at Annexure I], wherein it can be used among its other uses, and in particular, for accelerating aerobic composting of household organic waste (Hereinafter called the PRODUCT).

2.2 And whereas the CSIR-NIIST at the request of the PARTY has agreed to grant license to the PARTY for utilising the KNOW-HOW for making of PRODUCT

3 SCOPE OF AGREEMENT

This agreement details the modalities and the terms and conditions for the grant of license by CSIR-NIIST to the PARTY for utilising the said KNOW-HOW, the rights and obligations of PARTY thereto and the financial arrangements between the parties.

4 GRANT OF LICENSE

4.1 In consideration of the payment as provided for in clause 5.1 and performance by PARTY of the covenants herein contained, the CSIR-NIIST hereby grants to the PARTY the license on a non-exclusive basis to utilise the KNOW-HOW for the manufacture of PRODUCT.

4.2 CSIR-NIIST reserves the right to grant license for the utilisation of KNOW-HOW at its discretion to others.

4.3 The license shall come into force from the date of signing this agreement (hereinafter called the EFFECTIVE DATE) and shall remain valid for a period of ten years.

5 FINANCIAL ARRANGEMENTS

5.1 In consideration of the license hereby granted and the transfer of KNOW-HOW by CSIR-NIIST to the PARTY, the PARTY shall pay to CSIR-NIIST/NIIST, a lump sum of Rs. 5 Lakhs (Rupees FIVE Lakhs only) and 18% GST thereon, on or before signing this agreement.

L.5.2 In addition, PARTY shall pay the TA and local hospitality expenses of CSIR-NIIST personnel/scientists deputed to render technical assistance or any other work in connection with implementation of the KNOW-HOW.

6 RESPONSIBILITIES OF CSIR-NIIST

6.1 Transfer of KNOW-HOW

i. Transfer of KNOW-HOW document for processing white pepper.

CSIR-NIIST shall within 30 days of the EFFECTIVE DATE hand over to the PARTY Technology Transfer Documents (TTD) consisting of the making of the PRODUCT.

ii. Demonstration

CSIR-NIIST shall provide to PARTY, such assistance and information and the necessary intellectual and scientific support for the implementation of KNOWHOW subject to Clause 5.2

6.2 The transfer of KNOW-HOW shall be deemed as complete on performance by NIIST of the tasks stipulated in clause 6.1.

7 RESPONSIBILITIES OF PARTY

7.1 The PARTY shall employ its best endeavour to work the KNOW-HOW.

7.2 The PARTY acknowledges the absolute ownership of KNOW-HOW by CSIR-NIIST and shall not dispute the legality, validity or enforceability of the license granted.

7.3 It shall not be open to the PARTY to claim the KNOW-HOW in their own name on the plea of having effected any improvements/modifications upon the KNOW-HOW.

7.4 The PARTY shall permit the personnel of CSIR-NIIST accompanied, if so desired, by third parties, at convenient times to enter into the premises of PARTY to visit the specific SITE where the KNOW-HOW is implemented for the purpose of demonstration of the KNOW-HOW.

7.5 The PARTY shall not, at any time, assign, mortgage, charge, grant sub-license or otherwise deal with possession or control of the license granted.

7.6 The PARTY shall not directly or indirectly and either by itself or by its agents use the KNOW-HOW otherwise than in accordance with these presents.

7.7 The PARTY shall not file any application for seeking intellectual property rights in its own name or in the name of other persons on any matter relating to the information disclosed to it by NIIST under this agreement, save with the written prior approval of CSIR-NIIST.

7.8 The PARTY shall not oppose or cause any person to oppose any application seeking intellectual property rights relating to the KNOW-HOW filed by CSIR-NIIST.

7.9 The PARTY shall treat as strictly confidential all information/knowledge obtained from CSIR-NIIST, in connection with or relating to the license hereby granted.

C.8. EFFECTIVE DATE, DURATION AND TERMINATION OF AGREEMENT

C.8.1. This agreement shall be effective from the date of its signing (Hereinafter called EFFECTIVE DATE) and shall remain in force for the period of 10 years from the EFFECTIVE DATE.

C.8.2 During the tenure of the agreement parties hereto can terminate the agreement either for violation of any of the clauses of the agreement by giving 1-month notice in writing to the defaulting party. Failure of either party to terminate the agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this agreement

9. GENERAL PROVISIONS

9.1 These presents shall not be construed as a warranty by CSIR-NIIST of the novelty, utility, saleability and workability of the KNOW-HOW.

9.2 This agreement shall be the sole repository of the terms and conditions agreed herein by and between CSIR-NIIST and the PARTY and no amendment thereof shall take effect except as provided for in Clause 16.1 hereunder.

10 ACKNOWLEDGEMENT

10.1 PARTY shall affix in a conspicuous manner upon the premises of the SITE where the KNOW-HOW is being applied, a plate bearing the inscription "CSIR-NIIST KNOW-HOW". Similarly, every PRODUCT, advertisement, hoarding, technical literature, publicity and the like material in respect of white pepper issued by the PARTY shall include the same inscription as aforesaid in a prominent manner.

11 FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as, but not limited to, acts of God, War, Flood, Earthquakes, Strikes, Lockouts, Epidemics, Riots, Civil Commotion etc., provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

12 INDEMNITY

CSIR-NIIST hereby agrees to authorise and to empower the PARTY to institute and prosecute such suits or proceedings as the PARTY may deem expedient, to protect the rights hereby conferred and for the recoveries of damages and penalties for the infringement of such rights and to secure to the PARTY full benefits of this licence and for any such purpose to use the name of CSIR-NIIST. The PARTY in its turn shall indemnify the CSIR-NIIST against damages, costs and expenses occasioned by such proceedings, and the CSIR-NIIST shall in any such proceedings, at the expense of the PARTY afford to the PARTY all proper and or reasonable assistance in proving and defending its title to the grant of the rights hereby conferred.

13 TERMINATION OF AGREEMENT

13.1 This agreement may be terminated by either of the parties forthwith if the other party commits breach of any of the terms hereof and shall have failed to rectify such breach within sixty days of the notice in this behalf having been served on it by the other party.

13.2 In addition to the reasons for termination as set forth above, this agreement may be terminated forthwith if either of the parties voluntarily or involuntarily enters into composition, bankruptcy or similar reorganisation proceedings if applications invoking such proceedings have been filed.

14 SETTLEMENTS

Upon termination of the agreement:

14.1 All rights granted to and the obligations undertaken by the parties hereto shall cease to exist forthwith except the obligation of the PARTY to keep KNOW-HOW in confidence vide clause L.7.9 herein.

14.2 The PARTY or its assigns will not utilise the KNOW-HOW and the PARTY shall immediately deposit with CSIR-NIIST the original and all copies of the TTD, and other documents / data related to this licence received from CSIR-NIIST.

14.3 The PARTY shall immediately pay to CSIR-NIIST all amounts of money due from it up to the date of termination. Also all sums of money hereto paid by the PARTY under the terms of this licence to CSIR-NIIST shall be forfeited, and the PARTY shall not be entitled to any credit or allowance in respect thereof.

15 NOTICES

15.1 All notices and other communication required to be served on the PARTY under the terms of this agreement, shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to the PARTY at its last known address of business. Similarly, any notice to be given to CSIR-NIIST shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the CSIR-NIIST at its registered address.

16 AMENDMENTS TO THE AGREEMENT

16.1 No amendment or modification of this agreement shall be valid unless the same is made in writing by both parties or their authorised representatives and specifically stating the same to be an amendment of this agreement. The modification/changes shall be effective from the date on which they are made / executed unless otherwise agreed to.

17 ASSIGNMENT OF THE AGREEMENT

L.17.1 The rights and/or liabilities arising to any party to this agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

18 ARBITRATION

L.18.1 Except as hereinbefore provided, any dispute arising out of this Agreement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each party to the dispute, and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference, and the decision of the such arbitrators or umpire, as

the case may be, shall be final and binding on both parties. The venue of arbitration shall be at such place as may be fixed by such arbitrators or umpire and the arbitration proceedings shall take place under the Indian Arbitration and Conciliation Act, 1996.

This MoU has been executed in two originals; one shall be retained by PARTY and other by CSIR-NIIST.

In witness whereof, the parties have executed this MoU on the date mentioned hereinbefore.

SEAL OF PARTIES

For and behalf of CSIR-NIIST

PARTY

Witness

Witness

1)

1)

2)

2)