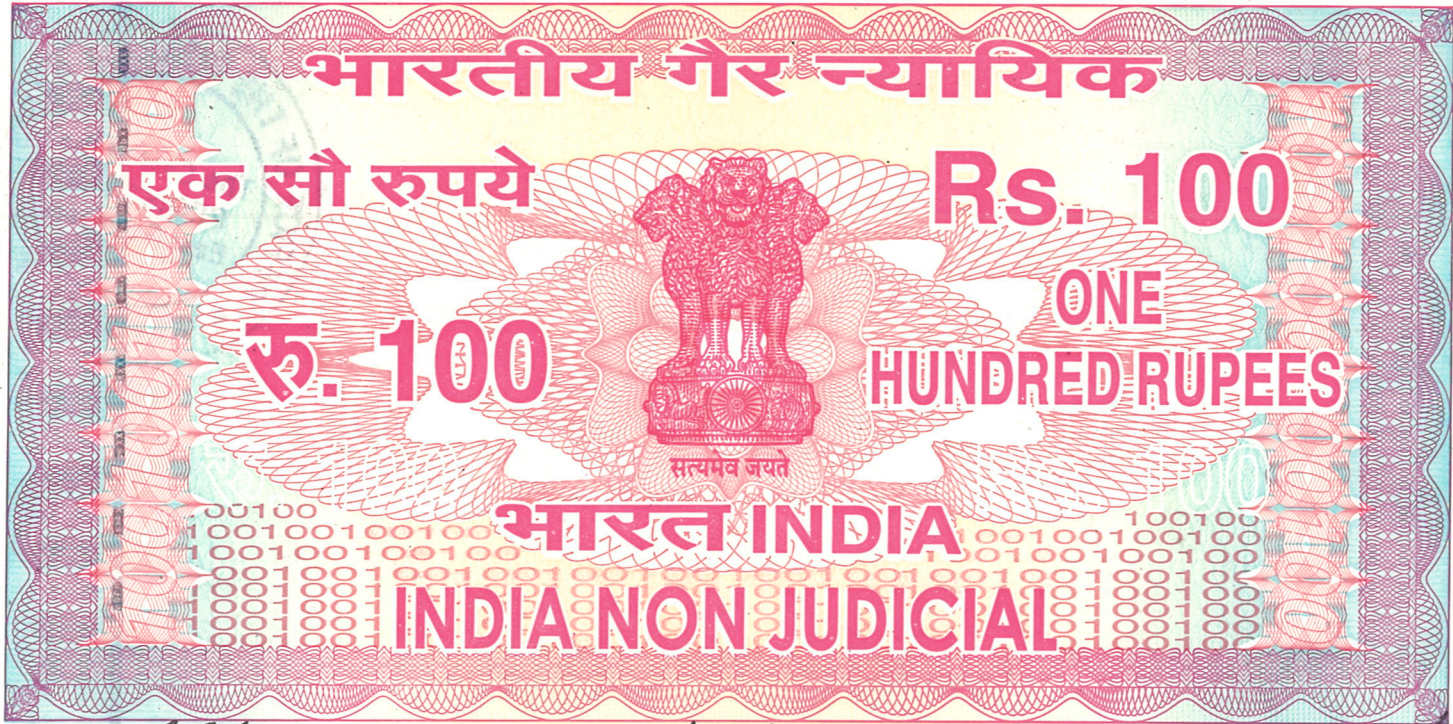


Memorandum of Understanding Between

Jawaharlal Nehru Technological University – Kakinada (JNTU-K)

And

Godavari Knowledge Society (GKS)



SNO 324 13/001- 7-1-2014
ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
GODAVARI KNOWLEDGE SOCIETY, KAKINADA
Rep by KAKARLA SRINIVAS.

B.K.V.N. Gupta
BB 976265
B.K.V.N. GUPTA
Licenced Stamp Vendor
Bhanugudi Centre, KAKINADA
L.No. 04-13-07-2011
RL No. 04-13-01-2014
PIN-533 003, Cell: 98482 8911

DESCRIPTION OF PARTIES

This MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") dated 9th January 2014.

BY & BETWEEN

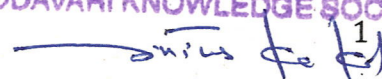
Jawaharlal Nehru Technological University – Kakinada (established by Andhra Pradesh Act No. 30 of 2008) hereinafter referred to as JNTUK having its head quarters at Jawaharlal Nehru Technological University Kakinada, Kakinada - 533 003, Andhra Pradesh, India.

AND

Godavari Knowledge Society (GKS), a society registered under Andhra Pradesh Society Act, having its administrative office at Nancy Street, Vidyut Nagar, KAKINADA-533 033.

Each is hereinafter to be referred as JNTU-K and GKS together.


REGISTRAR
J.N.T. University Kakinada
KAKINADA-533 003

For GODAVARI KNOWLEDGE SOCIETY

WORKING PRESIDENT

PURPOSE

The purpose of this memorandum is to

- (a) Identify, develop and execute the framework for future binding contract or project regarding the design, development, deployment and on-going operation of diversified "Marine & Agri Bio-technology Business Incubation cum technology commercialization center"
- (b) Created for the specific purpose of promoting the creation and commercialization of financially viable, entrepreneurial ventures
- (c) Providing efficient solutions for addressing the challenges associated with the delivery of modern entrepreneurial skills in a truly collaborative fashion.

This initiative is focused on promoting the objectives of GKS programs towards **inspiring "idea-to-enterprise"** entrepreneurship in the area of Marine & Agri Bio-technology in collaboration with JNTUK.

BACKGROUND

In a world increasingly defined by a global economy driven by rapid and dramatic change, it has become critical that both individuals as well as universities become innovative at harnessing the power of entrepreneurship. This focus applies to virtually everyone alive today, whether they pursue a future as an employee of an existing venture or take on the challenge of starting their commercial entity.

The Indian economy faces grave challenges that are compounded by a stalled global economy. Relentless change is the only democratic constant. It catalyzes both individuals as well as governments to innovate at institutionalizing and harnessing the power of entrepreneurship.

We have a skewed economic model where the service industry accounts for nearly 58 per cent of the country's GDP while the industrial and agricultural sectors contribute 28 per cent and 14 per cent, respectively. However, agriculture accounts for about 52 per cent of employment. The service sector makes up 34 percent and the industrial sector around 14 per cent. Bio-manufacturing, together with our large chemical synthesis-based pharma and petrochemical industries can build an indomitable position for India. It can make us a resource base for biofuels, petrochemicals and fertilizers. It can create a plethora of jobs it creates for engineers, scientists, technicians and entrepreneurs.

For the economy to sustain an 8% GDP growth rate, it is essential that the country deploy a true entrepreneurial solution. Thus it is expected that India will have to be home to a skilled workforce of 500 million persons by 2022 with new entrepreneurial initiatives that will financially engage this explosion in talent.

Many studies have shown that India's manufacturing sector has the potential to create up to 90 million jobs by 2025. Today, the sector generates only about 45 million jobs, 80 per cent of which are in the unorganized sector. Most of these micro and small-scale enterprises rely on traditional, low- grade technologies that offer limited earnings and stunted prospects for growth.

With the markets stagnating in developed geographies, policy-makers are focusing their efforts to cater to emerging opportunities with customized or targeted offerings, with knowledge of local problems. This, coupled with the stark shortage of knowledge-mentors and institutional facilitators in the native geographies, is pushing policy-frames to not only envisage new mechanisms of innovation, but also provide transformative platforms. The ultimate solution is a combination of properly focused innovations and new initiatives that provide the critical entrepreneurial opportunities. For example, Bioethanol, fermented from sugarcane bagasse, sorghum and cereals is already being blended with petrol to defray our oil imports. Microalgae and seaweed that grow abundantly along our coast line are now being harnessed through novel enzyme technologies for fuel alcohol as a more sustainable option for renewable energy.

The success of bio-manufacturing depends on land availability, uninterrupted power supply, potable water, effective effluent treatment and good logistical connectivity and policies must be legislated to address these needs.

India should pursue a strategy of scale based on technology-driven manufacturing. This will create a core manufacturing sector based on high-end expertise, fed by ancillary manufacturers that rely on simple technical skills. Such innovative new approaches must be supported through fiscal policies that provide grants and tax credits.

Both JNTU-K and GKS recognize that Innovation and entrepreneurship development is an important imperative for achieving addressable regional "Stay & Play" opportunities. JNTU-K and GKS are committed to working with the stakeholders, especially the industry, government and academia to create sustainable and scalable entrepreneurial propositions that will benefit the youth and enable marginalized sections of region.

With this in mind, JNTUK & GKS through its Skills Development activities is pursuing the following vision:

JNTU-K & GKS's Vision and Practical Entrepreneurial Solution is synergistic, where:

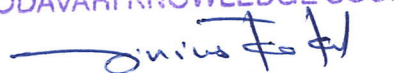
1. GKS acts as an 'Innovation and entrepreneurship Development Aggregator'.
2. GKS provides appropriate solutions, strategies and deployment assistance over the course of the initiative/s to build a strong entrepreneurial support system.
3. GKS offers support and facilitation services through networking and financing.
4. JNTU-K and GKS will timely organize outreach events to support the growth of innovation and entrepreneurship in the region.
5. JNTU will provide primary support and align with the creation and distribution of national messages that promote participation in the new Entrepreneurial Network.
6. Working for sustainable development through innovation using local skills and resources.

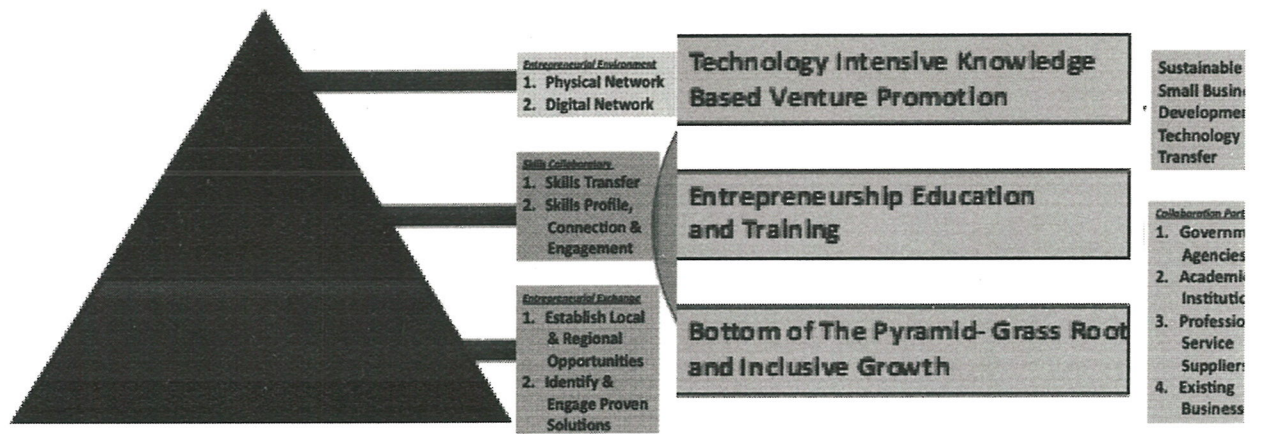


REGISTRAR

J.N.T. University Kakinada
KAKINADA-533 003

For GODAVARI KNOWLEDGE SOCIETY


WORKING PRESIDENT



The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure the success of the alliance.

JNTU-K's PURPOSE

JNTU-K's purpose of this memorandum is to serve as a respected alliance partner on Education, Research, Recognition, Transformation and Innovation.

JNTU-K's VISION: To be a value driven global-level university and model of excellence leading our peers in technical education. GKP also envision and endeavor to produce integrity-driven individuals who benefit humanity/society in the long run.

JNTU-K's MISSION: To provide the benefits of a world - class university system to the people of Andhra Pradesh, India, and the world, by:

- Providing innovative, global-standard education
- Conducting world-class research leading to significant discovery, and innovation
- Conducting significant applied and practical research leading to field implementation tangible benefits to the common person
- Educating the whole person in all the elements of a successful and contributing future life
- Facilitating the transformation of Andhra Pradesh through increased entrepreneurship and regional wealth development.

For GODAVARI KNOWLEDGE SOCIETY

[Signature]
WORKING PRESIDENT

GKS's PURPOSE

GKS's purpose of this memorandum is to serve as an umbrella policy & strategic alliance partner for establishing the operating relationships with JNTU-K, with the intent to

- a) Foster an exemplary alliance with JNTU-K to nurture its stakeholder talent towards a model academic and sustainable techno-economic activities,
- b) Identify, encourage and demonstrate the alliance framework in the design, development, deployment and on-going operations or "anchor-clusters" created for the specific purpose of promoting hassle-free commercialization of regionally appropriate, and financially viable, entrepreneurial ventures,
- c) Provide efficient "incubation centers" channels for addressing the challenges associated with the delivery of modern entrepreneurial skills, and,
- d) Design and deliver a regional "idea-to-enterprise" entrepreneurial accelerator designed to address commercial opportunities in a truly collaborative fashion, to pursue entrepreneurial achievements that improve people's lives, drive the economy and help innovators, bridge the gap between inventor and larger economy.

OBLIGATIONS and/or COOPERATIONS OF THE PARTNERS :

The activities and services for the Project shall include, but are not limited to:

JNTUK's academic community will be served through GKS's mission, which is to encourage, assist to serve as an intellectual resource to enable the Government's Administrative Units (district, state and national) in addressing the unmet needs and in solving human and environmental problems through regional techno-economic development. The GKS will accomplish this by supporting and encouraging the transformation of JNTUK's intellectual inquiry and exploration into applications that facilitate regionally appropriate interventions.

JNTU would profess that GKS, through its various channels and platforms, offer priority space for local stakeholder talent, businesses and entities to enable, develop, improve or license JNTUK's intellectual properties and JNTUK-originated technology and accelerate technology transfer, and align with the JNTUK's academic community to advance its research and educational mission.

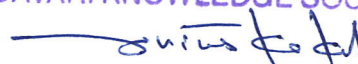
The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leader of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of public distributed messages and operational support activities.



REGISTRAR

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KAKINADA-533 003

For GODAVARI KNOWLEDGE SOCIETY



WORKING PRESIDENT

GKP's activities and services for the Alliance/Partnership shall include, but are not limited to:

- Collaborate on the development, deployment and on-going support relating to the network that supports innovation and entrepreneurship development.
- Provide analytical support in the design and development innovation and entrepreneurship development interventions and programs (placement and exchange programs)
- Provide collaborative support for coordinating the growth process with India's commercial entities,
- Work with GKS partners that could include national and international partnerships between the for-profit and no-for-profit entities of established integrity.
- Provide the required investment support to execute the practices.
- Provide sponsored research contracting and administration on a per-project basis.
- Cultivate long term high value-added "win-win" partnerships with government and the private sector,
- Provide applied R&D platforms for collaborations to take place
- Provide relevant Continuing Education and Training (CET) programs that meet the upgrading needs of the industry.
- Create basic infrastructure for incubation center by investing sufficient funds
- Provide infrastructure support as listed in **ANNEXURE – 1**

Constitution of different Boards & Committees:-

- GKS is a registered nonprofit society.
- Honorable Vice Chancellor of JNTUK (or authorized representative) will be an ex-officio member of the GKS's APEX/GOVERNING Board.
- A representative of JNTUK will be nominated into the GKSs Advisory Committee.
- Representative from JNTUK, academic institutions, Industry, NGO's, research Institutions & eminent personalities will be in GKS Technical, Financial advisory bodies to guide the JNTUK-GKS venture to reach its milestones.
- All the policy and working measures will be decided by the GKS's APEX/GOVERNING Board.

RISK MANAGEMENT

(a) (GKS's RESOURCES).

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

- International Platform in partnership with Global business incubator (GBI) of New York City, USA for the processing of matching potential entrepreneurial opportunities with local, national and international MSME's and corporate as

well as provide an effective “**Virtual Entrepreneurial Platform**” for connecting “entrepreneurs” with projects provided by commercial participants,

- Obtain GKS risk management services (i.e. general liability, excess liability, workers compensation, hired and non-hired auto coverage, director and officers, employee dishonesty, etc) as well as any specific project unique insurance. JNTUK will be named as an additional insured on the policy or policies, which will also provide that the coverage is primary coverage and is not contributory with any other insurance or self-insurance programs.
- GKS will follow its own guidelines with respect to volunteer activities, insofar as they respect JNTUK’s integrity,
- Provide legal services in defense of JNTUK-GKS jointly
- Comply with JNTU’s delegations of authority and policies concerning the use of JNTUK’s name, logos, trademarks, service marks and official seal.
- Create and maintain financial records and accounts to provide the agreed services. Such records shall be audited annually by a reputable independent accounting firm and shared with the JNTUK.
- Establish an IPR management office/program for all Alliance Partner projects incubated within GKS.
- Provide purchasing services to the extent that the JNTUK services do not support specific contract requirements
- Establish other facilitating programs to manage any funds on deposit with GKS, obtain equipment and facility financing or long-term leases or other related activities.
- Assist JNTUK and the local community to establish needed economic development programs such as skill training, economic analysis and impact studies, new business incubation, licensing technology for product/production improvement or startups, etc.
- Accept, hold, administer, invest and/or disburse such funds as from time to time may be made available, in accordance with terms of such grant, contract or gift provided, however, that any restricted or conditional funds which in anyway obligates the JNTUK shall not be accepted by the GKS, without prior written consent of the JNTUK Vice Chancellor or other JNTUK official specifically delegated with written authority to approve such funding.
- Utilize assets and earnings of the GKS for the benefit of the JNTUK-GKS Joint Alliance or for payment of necessary and reasonable administrative expenses of the GKP. No part of such assets and earnings shall accrue to the benefit of any

director, officer, member or employee of the GKP or of any other individual, except for appropriate payment of reasonable compensation for services actually rendered or reimbursement of reasonable expenses necessarily incurred.

- Not alter the nature or character of the JNTU-GKS alliance or merge, consolidate or change the JNTUK-GKS's MOU without the mutual written consent.
- Declare/disclose potential/perceived conflicts of interests impacting on the JNTU-GKS alliance.
- GKS shall appoint an independent Chief Executive Officer who shall interact with JNTU officials or authorized representative and both will be responsible for coordinating for a smooth implementation of the JNTUK-GKS joint activities and to the extent provided by separate agreement of the parties. The duties and responsibilities of the CEO and the authorized representative shall be as per directions and advice of the GKS's APEX/GOVERNING Board.
- GKS shall codify operating policies for sponsored research contracting and administration, technology licensing and techno-economic development outreach programs that are consistent with the intent of the appropriate formal and operating policies of JNTUK.

GKP shall endeavor to provide the following resources for the mutual benefits of this alliance:

- Digital platform in partnership with pre-qualified entities for the processing of matching potential entrepreneurial opportunities with local, national and international MSME's and corporate to provide an effective "Virtual Entrepreneurial Platform" for connecting "intrapreneurs and entrepreneurs" with projects provided by commercial participants,
- Provide on-going strategies for the capture and continuous refinement of commercial innovations,
- Design, development and on-going management support for university related, business incubators that will accelerate the delivery of sustainable jobs.
- Provide a totally functional entrepreneurial transfer solution that will effectively accelerate the commercialization process.

(B) RISK MANAGEMENT (JNTU-K's RESOURCES).

- JNTUK shall make provisions for designated Building Space with necessary, infrastructure setup, utilities, use of information-cum-communication-related support (satellite / internet/broadcast / servers and/or telecommunications) services reasonably required for its operation, and warehouse space for temporary storage of donated materials and equipment.

- Selected employees on a reimbursable basis (including cost of benefits) that may include managers, accountants, computer technicians, and other administrative and support personnel as required.
- Agreement for GKS to retain a portion of all collected indirect/facilities and administrative costs to cover all GKP administrative costs. Retained funds surplus to GKP operating costs and any GKS-Board-approved reserve amounts will be available to support JNTUK-requested and GKS-approved programs.
- GSK shall pay charges for availing infrastructure or any other support services on cost basis as decided by JNTUK

COMMUNICATIONS STRATEGY

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of all parties.

Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to.

Co-coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

OTHER AGREEMENTS:

Independent Capacity: At all times and for all purposes of this MoU/AGREEMENT, each party shall act in an independent capacity and not as an agent or representative of the other party.

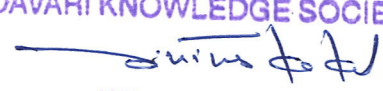
Contracting Authority: The GKS has no contracting authority on behalf of the JNTUK.

No Indemnification: Each party shall be responsible for the actions and inactions of itself and its own officers, employees and agent acting within the scope/boundaries/limitations of their grade and authority.

No Assignment: This MoU/Agreement is not assignable by either party, in whole or in part.

Governing Law and Disputes: This MoU/Agreement shall be governed by the laws of the State of Andhra Pradesh or INDIA. Before instituting any legal action hereunder, a party, through its Empowered Officer, shall meet with the Empowered Officer of the other party and attempt in good recorded faith to resolve the disagreement. Venue of any action hereunder shall be in the High Court of the State of Andhra Pradesh (India).


REGISTRAR
 J.N.T. University Kakinada
 KAKINADA-533 003

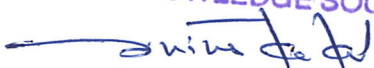
For GODAVARI KNOWLEDGE SOCIETY

WORKING PRESIDENT

Entire Agreement: This constitutes the entire MoU/Agreement of the parties, including all oral understandings, on the subject of their general and over relationship. However, the parties may enter into other stand-alone agreements on specific natures. All such other MoUs/Agreements shall also be in writing, signed by both parties and registered legally with the statutory and legal authorities.

Modification: Amendment (literal or legal) of this MoU/Agreement may be made by mutual agreement with either party by giving sixty (60) days notice for any requested/proposed change. If required approval by the Governing Boards of either party is delayed or not provided, both parties agree to a modified MoU enabling the aforesaid approval to be provided. The amended MoUs/Agreements shall also be in writing, signed by both parties and registered legally with the statutory and legal authorities, with clear references to amendments and cessation of earlier MoU/agreement/s.

Termination: Subject to its other provisions, the period of performance/tenure of this MoU/Agreement shall commence on and be completed on Both parties agree to review these terms and conditions at least ninety (90) days before the termination date and can mutually agree in writing to extend this MoU/Agreement for additional explicitly stated tenure as needed to meet the needs of this Alliance.


REGISTRAR
J.N.T. University Kakinada
KAKINADA-533 003

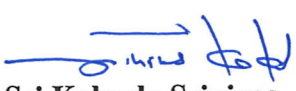
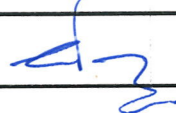
For GODAVARI KNOWLEDGE SOCIETY

WORKING PRESIDENT

UNDERSTANDING

It is mutually agreed upon and understood by and among the Partners to this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project i.e. establishment of Marine Agri Biotechnology incubation center, skill transfer center and Technology commercialization center.
- b. Each partner is in total agreement to all the terms listed in this MOU which included the terms in ANNEXURE 1(a) and 1(b)
- c. In no way does this agreement restrict involved Partners from participating in similar agreements
- d. This Memorandum will be effective upon the signature of both Partners.
- e. Any Partner may terminate its participation in this Memorandum by providing written notice to the other Partner.

In witness whereof, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written

SIGNED, SEALED AND DELIVERED On behalf of JNTU-Kakinada  Registrar JNTUK, Kakinada REGISTRAR J. N. T. University Kakinada KAKINADA-539 003	SIGNED, SEALED AND DELIVERED On behalf of Godavari Knowledge Park  Sri Kakarla Srinivas Working President, GKS, Kakinada
Witness: 	Witness:- _____
Place: _____	Place: _____
Date: _____	Date: _____

Annexure-1 (A)

INFRASTRUCTURE:

- ▶ Access and Arrangements links to/for feeder power connections or authorizations for getting power lines (not limited to power backups, energy-efficient/saving alternatives, optimization of automated energy management systems, small-scope energy systems, etc).
- ▶ Access and to sewage/drainage and drinking water lines/units/assemblies.
- ▶ Access to centralized security system, with own security (physical, remote and automated) for the in-house facilities.
- ▶ Getting dedicated as-when-need-based services arrangements (not limited to: fire-safety, police, ambulatory, conservation/recycling, effluent-treatment, experimental/demo units, etc).
- ▶ Access to regular maintenance staff (Cleaning, maintenance, house-keeping, etc)
- ▶ Permissive Access to existing/planned department laboratories and libraries (physical, archival, retrieval and/or alternative information repositories/resources), JNTUK-academic-community-related programs, selective public statistical databases, etc.
- ▶ Access to University communication software or internet backbone/ISP providers (domestic, GRID, cloud, satellite, VOIP, upgrades, etc)
- ▶ Authorizations for Conference halls, Seminar rooms and other basic amenities (not limited to Audio visual equipment and mass/interactive communication arrangements) to GKP at no additional charges depending on the availability.
- ▶ Progressive/Special treatments extended to GKP (to the extent permitted by statutory authorities in banking, canteen, postal, public health amenities, civic engagements, etc)
- ▶ The green belt limited to the GKP-designated premise will be maintained by GKP.

LIBRARY:

GKP's registered associates or the management will get access to all knowledge base that includes books, journals and digital information, in good faith, accept responsibility and liability where the losses occur in the library resource utilization.

TECHNICAL / INDUSTRIAL COLLABORATION:-

JNTU will offer, in good faith, open knowledge-partnership with GKP's chosen ensemble of Industry, Academia, think-tanks, advocacy firms, and International organizations which will, in turn, accelerate JNTUK's and GKP's mission of becoming a global brand equity.

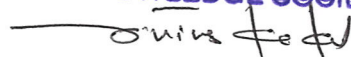
Promote the showcasing, marketing and development of the GKP's Technology/Business Incubator and allied projects.

Conduct collaborative efforts to match the advanced technology capabilities of the GKP technology cluster/incubator with the needs and types of support required by advanced technology businesses in the domestic and global stage.



REGISTRAR
J.N.T. University Kakinada
KAKINADA-539 003

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For GODAVARI KNOWLEDGE SOCIETY

WORKING PRESIDENT

GRANTS / PROPOSALS:

GKP and JNTUK will submit all grant proposal submissions to Government of India or International funding agencies as alliance partners.

Work in close collaboration to promote the Government and Private funding channels as a resource for providing needed capital to support the commercialization of technology -based product-development.

Through codified documentary support, issued by JNTU to the specific funding agency/ies or consortia on request during the alliance.

RIGHTS:

GKP is the sole custodian of all on the infrastructure, equipment, on the property establish at the premises during the mutually agreed tenure and till end of the alliance.

In case at the juncture of dissolving the JNTUK-GKP entity, the respective equipment/infrastructure value, first-rights option and amount in consideration will be split into equal halves after clearing all the liabilities (with no spill-overs or carry-forwards) of the entity.

ANNEXURE 1(b)

REVENUE SHARING: (Godavari knowledge Society & JNTUK, Kakinada)

The profit generated through consulting projects will be shared between JNTUK and GKS as per the confidential enclosure 1(B) attached.

At the end of MOU/Agreement tenure GKS shall relinquish, assign & transfer infrastructure on an as-is and where-is basis to JNTUK.

Any changes in the Layout of infrastructure or shall be done with prior permission from JNTUK.

Vice Chancellor of JNTU (or authorized representative) will be an ex-officio member in GKP in all advisory bodies and committees.

The incubator, once operational, will identify revenues through the following sources:

- Technology licensing
- Technology transfer
- Industrial consultancy services
- Rental income
- Training of the students.
- Quality control & testing facility to the local industry.

The following 4 tier revenue model for the above private-public-partnership/alliance with JNTUK, Kakinada.

Table: Net Profit sharing demonstration table

Year	Duration	JNTUK	GKS
2014-19	60 months	20	80
2019-24	60 months	40	60
2024-29	60 months	60	40
2029-34	60months	80	20

The revenue will be split as per audited balance sheet.