

Manufacturing and Marketing of the Rapid Organic Waste Stabilizer (IN Patent
No. 373169) Agreement

Commercialization Agreement

Between

Indian Institute of Technology (ISM) Dhanbad



And

RZ URBAN ENVIRO PARTNERS

As of 30-05-2022 (effective date)

COMMERCIALIZATION AGREEMENT

This, Commercialization Agreement ("**Agreement**") is entered into this day of2022 ("**Execution Date**") by and between

IIT (ISM) Dhanbad a statutory institute established under an Act of Indian Parliament, hereinafter referred to as "**Licensor or IIT (ISM) Dhanbad**", having its office at IIT (ISM) Dhanbad, Dhanbad- 826004, represented by Dean (R&D)..... First Party.

And

RZ URBAN ENVIRO PARTNERS incorporated under LLP Identification Number-AAV-4594 having its registered office at DORANDA RANCHI hereinafter referred to as "**Licensee or RZ Urban**", represented by RIZWAN REZA Second Party.

The aforesaid institutions are hereinafter referred to individually as Party and collectively as the Parties.

Recital

- A. Whereas IIT (ISM) is an institute of national importance and is established under an Act of Indian parliament. The Institute is engaged in imparting engineering and science education and undertakes research in various engineering and science domains. The institute intends to license the Patent No. 373169, titled- "Rapid Organic Waste Stabilizer" owned by the Licensor/IIT (ISM) Dhanbad. The patent licensed is attached herein as Annexure-1 and forms part and parcel of this agreement;
- B. And whereas, RZ Urban/Licensee is engaged in the business of fabricating and selling systems for controlling environment pollution and desires to take a non-exclusive license of the patent upon the terms and conditions herein set forth;

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NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and obligations contained in this Commercialization Agreement, and other good and valuable consideration, parties agree as follows:

1. Objective

- 1.1 The parties are collaborating to commercialize the Patent No. 373169, titled- "Rapid Organic Waste Stabilizer" owned by the Licensor/IIT (ISM) Dhanbad. The patent licensed is attached herein as Annexure-1 and forms part and parcel of this agreement.
- 1.2 Licensee/RZ Urban shall fabricate the system based on the know-how given in the patent.

2. Obligations of Licensee/RZ Urban

- 2.1 Licensee/RZ Urban shall pay a license fee to Licensor/IIT (ISM) Dhanbad at the rate of 10 percent (%) of the Net Sales of the patented products received by Licensee or any entity promoted by the partners.
- 2.2 Licensee/RZ Urban shall bear all the costs and expenses incurred in carrying out RZ Urban/Licensee's obligations under this Agreement.
- 2.3 RZ Urban/Licensee shall not be entitled to reimbursement from license fee hereunder or otherwise therefore from Licensor/IIT(ISM) Dhanbad.
- 2.4 Licensee shall possess or obtain at its own expense all necessary licenses and permits and shall comply with all laws, ordinances, rules or regulations affecting the exploitation or Disposition of the Licensed Product, Licensed Process/Technology and/or Derivatives.
- 2.5 Notwithstanding anything contrary contained herein the licensee RZ Urban or their partners shall not get the system manufactured by any third-party without the permission of licensor IIT (ISM Dhanbad).

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3. Obligations of Licensor/IIT (ISM) Dhanbad

- 3.1 Licensor/IIT (ISM) shall permit the licensee/RZ Urban to commercialize the Patent No. 373169, titled- "Rapid Organic Waste Stabilizer" owned by the Licensor/IIT (ISM) Dhanbad on a non-exclusive basis. The patent know-how is attached herein as Annexure-1.
- 3.2 The Licensor /IIT (ISM) shall share all the information and know-how available with the licensor/IIT (ISM) Dhanbad relating to the Patent No. 373169, titled- "Rapid Organic Waste Stabilizer". The patent know-how is attached herein as Annexure-1.

4. Confidential Information

The parties shall not disclose any Confidential Information of the other party received to perform the obligations under the agreement without written permission from the owner of such confidential information. Confidential Information shall include any information, data, and intellectual property that the owner desires to be kept confidential and declares it to be treated as confidential information.

However, "Confidential Information" does not include:

- i) information that is in the public domain at the time it is received by the receiving party;
- ii) information that after receipt thereof by the receiving party enters the public domain other than through a breach of this License Agreement by the receiving party;
- iii) information that the receiving party can show was, prior to receipt thereof from the disclosing party, lawfully in the possession of the receiving party and not then subject to any obligation on the part of the receiving party to maintain the confidentiality thereof;
- iv) information that the receiving party can show was independently developed by employees, agents or consultants of the receiving party without any knowledge or use of the information disclosed by the disclosing party under this License Agreement; or
- v) information that is approved in writing by the disclosing party for disclosure, provided that the disclosure by the receiving party was made in accordance with the terms of such approval;

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5. Dispute resolution

All and any disputes between the parties shall be resolved through the dispute resolution through competent civil courts of jurisdiction at Dhanbad, Jharkhand.

6. Non-Exclusive

The parties agree that the activities under this Agreement are on a non-exclusive basis and parties can engage in same or similar activities with other partners. Nothing in this agreement prevents the parties from entering into an agreement with third-party in the area of cooperation.

7. Disclaimer

Licensee/RZ Urban acknowledges that it has been advised by Licensor/IIT (ISM) Dhanbad to undertake its own due diligence regarding the deliverables before its commercial use including commercial sale. Any and all deliverables by the Licensor/IIT (ISM) Dhanbad given to the Licensee RZ Urban under the Agreement shall be on as-is-where-is basis. Licensor/IIT (ISM) Dhanbad does not makes no representations, conditions, or warranties, either express or implied, that such deliverables or report

- (a) corresponds to a particular description;
- (b) is of merchantable quality;
- (c) is fit for a particular purpose; or
- (d) is durable for a reasonable period of time.

8. Indemnification by RZ Urban

Licensee/RZ Urban shall expressly indemnify, hold harmless and defend the Licensor/IIT (ISM) Dhanbad, its Board of Governors, officers, employees, faculty, students, invitees, and agents (the "Indemnified Parties") against any and all third-party demands, claims, actions of any nature or kind whatsoever ("Claims"), liabilities, damages, ("Losses") arising out of or in any way associated with the data, information or intellectual property generated under the agreement. This includes, without limitation, the use, manufacture, marketing and sale, whether by Licensee/RZ Urban or persons deriving title.

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9. Third-party Intellectual Property Infringement:

Licensor/IIT (ISM) Dhanbad never gives any undertaking that the deliverables are free from all any third-party Intellectual Property infringement. Nothing shall constitute any warranty or representation by Licensor/IIT (ISM) Dhanbad as to title to the Deliverables or that anything made, used, sold or otherwise disposed of under any license granted under the Agreement is or will be free from claims or allegations of infringement of patents, copyrights, trade-marks, industrial design or other intellectual property rights. Licensee/RZ Urban shall undertake its due diligence in this regard.

10. Term and Termination

In the event that RZ Urban/Licensee defaults in the payment in full of any amount required to be paid under this Agreement on the date such payment is due, in addition to utilizing any other legal and/or equitable remedies, IIT (ISM) Dhanbad shall have the right by written notice to Licensee within 60 days after such default shall terminate the agreement without any reduction in any of the payments due from Licensee. In the event that either party to this Agreement defaults in the performance of any of its obligations hereunder (other than the default referred to in the mentioned section (Termination), hereof) and fails to cure such default within 60 days after written notice of such default from such other party, after the expiration of such 60 days period to terminate this Agreement.

11. Taxes

RZ Urban/Licensee shall pay all taxes which may be assessed or levied on or on account of the Licensed Patent made, used or Disposed of hereunder and all other taxes levied on or on account of the amounts payable to or for the account of IIT (ISM) Dhanbad under this Agreement.

12. Prior Agreement

This Agreement supersedes all previous agreements relating to the subject matter hereof, whether oral or in a writing, and constitutes the entire agreement of the parties hereto and shall not be amended or altered in any respect except in writing executed

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by the parties. Notwithstanding the foregoing, any obligations of confidentiality arising under any separate confidentiality agreement between the parties shall survive.


13. Interpretation


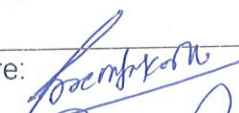
This Agreement shall be governed by, and construed and enforced in accordance with, the Indian laws.

14. Notwithstanding anything to the contrary contained herein, in case of conflict, the rules and regulations of IIT (ISM) Dhanbad as made applicable from time to time shall prevail.

In the witness thereof, the parties have signed this agreement effective of the Execution Date mentioned in the beginning of the agreement.

For IIT (ISM) Dhanbad	For RZ Urban
Signature: 	Signature: 
Name: SAGAR PAL	Name: RIZWAN REZA
Title: Associate Dean R&D: RT ASSOCIATE DEAN (R&D: RI)	Title: DIRECTOR
Place: DHANBAD Indian Institute of Technology (Indian School of Mines), Dhanbad Jharkhand-826004 (INDIA)	Place: DHANBAD



Witness-1	Witness-2
Signature: 	Signature: 
Name: RAVE KUMAR GANGWAR	Name: Poem Poojast
Title: Associate Dean (R&D: SRIC)	Title: City Manager Dhanbad Municipality Corporation
Place: DHANBAD	Place: Dhanbad



Please attach the specifications of the patent

Details of Rapid Organic Waste Stabilizer (ROWS)

Sn	Parts	Description For 50 Kg Capacity	Description For 100 Kg Capacity
1.	Dual shaft Shredder with 2HP Motor	(Minimum 5 no. of blades on each shaft) Working Area Approx. 300 mm X 250 mm Output particle size <10mm	(Minimum 10 no. of blades on each shaft); Working Area Approx.- 600 mm X 500 mm; Output particle size <10mm
2.	Pulveriser with 2HP Motor	Hammer Type (Capacity 20 kg/hr)	Hammer Type (Capacity 40 kg/hr)
3.	Motor with gear box for agitator	5 HP having 40 rpm rotational speed	5 HP having 40 rpm rotational speed
4.	Industrial Blower	150-250 CFM capacity	250-300 CFM capacity
5.	Heating Elements	2 kW	2 kW
6.	Reaction chamber with agitator (SS Grade)	As per the design (150 Liter Size)	As per the design (300 Liter Size)
7.	Insulating Material	As per the requirement	As per the requirement
8.	Outer body casing (SS Grade)	As per the requirement	As per the requirement
9.	Control Panel	As per the design	As per the design
10.	Temperature control sensor	PID Unit	PID Unit

i. **Tentative Cost of the ROWS Machine**

The Cost of Rapid Organic Waste Stabilizer (ROWS) is estimated to be around 4-5 Lakhs for 50 KG and 100 KG capacity respectively (actual figure will be finalized after completion of one unit). However, the cost is likely to be lower in case of mass production and availability of the equipment and materials.



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