



**GJ ECO POWER
PVT LTD**

Door No. X/63, Sarayu Complex, Seaport - Airport Road,
Kakkanad, Kochi, Kerala - 682030, India

Phone: 0484 2979111, 4050884

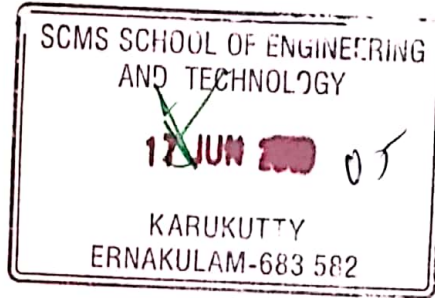
Email: info@gjecopower.com | web: www.gjecopower.com

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Date : 06/11/2019

To,
The Principal,
SCMS College of Science & Technology,
Karukutty,
Ernakulam.



Dear Sir,

First of all we, GJ Eco Power Pvt Ltd wish to thank SCMS faculty and team members for completing a waste study project at Brahmapuram. We also wish to express our sincere gratitude for participating in the public hearing for the Environmental Clearance of the project. It's been a privilege for us to work along with a prestigious organization like yours.

As we are in the stages of plant construction and waste characteristics analysis, we would like to put a request for continuing the waste study analysis for the coming year as well. So it will be a continuation of the previous work done by students. It is of great environmental and educational significance and we would be grateful if you permit Mr. Ratish Menon and his team to continue with the MSW study project. Project participation certificate will be issued to students upon successfully completing the study at the end of each academic year. Looking forward to hear from you at the earliest.

Best regards,

Kabeer B Haroon,

President of Operations,

GJ Eco Power Pvt Ltd.

Dated 16th OCTOBER 2018

BETWEEN

GJ ECO POWER PVT. LTD.

AND

SCMS SCHOOL OF ENGINEERING AND TECHNOLOGY.,

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on the 16th day of OCTOBER 2018

BETWEEN

GJ ECO POWER PVT. LTD., a company incorporated in India, and in accordance with the Laws applicable in India and whose principal place of business is in 3rd Floor, Sarayu Complex, Seaport Airport Road, Kakkanad, Kochi, Kerala-682 030, India. (here in after referred to as "GJEP")

AND

SCMS SCHOOL OF ENGINEERING AND TECHNOLOGY., a company incorporated in India and in accordance with the Laws applicable in India and whose principal place of business is in Vidya Nagar, Paliserry, Karukutty, Ernakulam, Kerala 683 582, India. (here in after referred to as "SCMS")

Each **GJEP** and **SCMS** may hereinafter be referred to as a "Party" or collectively as the "Parties".

WHEREAS:

- A. **GJEP** wish to enter into discussions with **SCMS** regarding "Waste Study Project" for GJ Eco Power Ltd referred to as the "Project".
- B. **GJEP** has agreed to disclose confidential information to **SCMS** for further development of Consultation related to the Project, **GJEP** will need, on a non-exclusive basis, to reveal confidential information to **SCMS**.
- C. The Parties wish to enter into this Agreement to establish the rights and obligations in respect of such confidential information and other matters.



NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The following expressions shall have the meanings specified in this Clause.

"Confidential Information" means any and all data, reports, drawings, electronic documents, files, spreadsheets, e-mails, records, correspondence, notes, compilations, studies and other information disclosed directly or indirectly by one Party or any of their Representatives, to another Party or any of their Representatives relating to or in any way connected with (a) the Project, (b) either Party or (c) their respective business activities actual or proposed, whether such information is disclosed orally, in writing, in machine readable form or by any other means, regardless of whether such information is identified as confidential, and includes, without limitation, any information ascertainable by inspection by one Party or its Representatives of the premises or business of another Party;

"Disclosing Party" means the Party which discloses Confidential Information to the other Party;

"Receiving Party" means the Party which receives Confidential Information from the other Party;

"Representatives" means directors, officers or employees of a Party.

2. In consideration of disclosure of Confidential Information to the Receiving Party, the Receiving Party undertakes for a period of three (3) years from signature of this Agreement:

- (a) to use the Confidential Information solely for the purpose of the Project and to keep the Confidential Information in strict confidence;
- (b) not to disclose the Confidential Information furnished to it to anyone other than its Representatives, who have a legitimate need to know the Confidential Information in order to participate in or negotiate with respect to the Project;
- (c) before disclosing Confidential Information to its Representatives, to ensure that such person is aware of the discloser's obligations



hereunder and have such person bound by confidentiality obligations no less stringent than those assumed by the Receiving Party;

- (d) to be liable for any unauthorised disclosure of Confidential Information by any person to whom the Receiving Party has disclosed Confidential Information; and
- (e) As far as possible, to keep separate all Confidential Information from all documents and other records of a Party.

3. The undertakings in Clause 2 above shall not apply to any Confidential Information which the Receiving Party can demonstrate,

- (a) at the time of disclosure to the Receiving Party or thereafter is already known to the Receiving Party [has become part of GJEP knowledge or literature];
- (b) was in its possession at the time of disclosure hereunder and was not acquired by such Party under an obligation of confidence;

and which in either case is received or obtained by the Receiving Party through no act or omission on the part of the Receiving Party.

4. In the event that the Receiving Party, its Representatives are required or requested by any court or legislative or administrative body to disclose any Confidential Information, such Party will promptly and prior to disclosure use its best endeavours (to the extent permitted by law) to notify the Disclosing Party so that an appropriate protective order and/or other action can be sought and/or other action can be taken if possible. In the event that such protective order is not, or cannot be, obtained, then

- (a) the Party subject to the disclosure requirement or request may disclose to the appropriate body that portion of the Confidential Information which such Party is legally required to disclose and shall use reasonable efforts to obtain assurances that confidential treatment will be accorded to the Confidential Information; and

(b) the party subject to the disclosure requirement or request shall not be liable for such disclosure unless such disclosure was caused by or

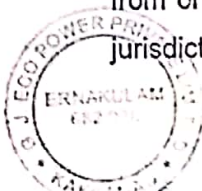


resulted from a previous disclosure by such Party or any of their Representatives, that was not permitted by this Agreement.

5. The Parties agree that Confidential Information shall remain the property of the Disclosing Party who shall retain all right, title and interest thereto, and, upon request by the Disclosing Party, the other Party shall use all reasonable endeavours to promptly:
 - (a) return or at the option of the Receiving Party, destroy all Confidential Information that is in tangible form furnished to the other Party, together with any copies or extracts thereof; and
 - (b) destroy all analyses, compilations, studies or other documents which have been prepared by the other Party and which reflect or are based upon any Confidential Information, except to the extent such Confidential Information is incorporated into corporate documents or reports which such Party is required to retain by law or its internal procedures, in which case such Party will take appropriate measures to preserve its continuing confidentiality.

6. The Parties hereto shall not directly or indirectly contact persons or entities related to the Project and disclosed by one Party to the other Party for the purpose of circumventing the other Party concerning the Project. In the event of circumvention by any Party, directly or indirectly, the circumventing Party shall indemnify the other Party against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the other Party arising out of or in connection with any breach of this agreement, including this clause 6, by the circumventing Party.

7. The Agreement shall be governed by, and construed in accordance with, the laws of India. Any dispute between the Parties arising out of the formation, performance, interpretation, nullification, termination or invalidation of the Agreement or arising there from or related thereto in any manner whatsoever, shall be subject to the exclusive jurisdiction of the Ernakulam High Court.



8. Any notices to be given here under by either Party to the other shall be in English and sent by registered letter or facsimile to the other Party at the addresses stated below:

(a) **GJ ECO POWER PVT. LTD.,**
3rd Floor, Sarayu Complex,
Seaport Airport Road, Kochi,
Kerala-682 030, India

(b) **SCMS SCHOOL OF ENGINEERING AND TECHNOLOGY.,**
Vidya Nagar, Paliserry
Karukutty, Ernakulam,
Kerala -683 582

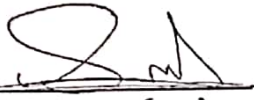
Any notices shall be effective only upon actual receipt at the appropriate address.

9. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter thereof and supersedes any and all prior communications understandings, arrangements or agreements between the Parties, whether written, oral, express or implied relating thereto. No amendment or modification to this Agreement shall be valid unless in writing and signed by a duly authorised representative of each of the Parties.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed as a deed by their respective duly authorized representatives in double originals.

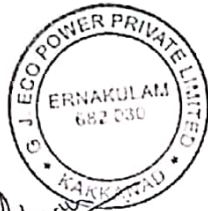


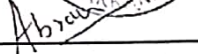
Executed as a Deed by
GJ Eco Power Pvt Ltd.,

Acting By: 

Name: James Adai

Title: Director
in the presence of:-




Witness Signature 

Witness Name Abraham TK

Address Git Eco power
Kakkanad.

Occupation Project officer.


Executed as a Deed by
SCMS School of Engineering and
Technology.,

Acting By: 

Name: **DR. PRAVEENSAL C.J.**
PRINCIPAL
SCMS SCHOOL OF ENGINEERING AND TECHNOLOGY

Title:
in the presence of:-



Witness Signature 

Witness Name Dr. Ratish Menon

Address SCMS SCHOOL OF ENGINEERING
&
TECHNOLOGY
KARUKUTTU

Occupation Associate Professor