



# 1. RECITALS

WHEREAS IIA is an association dedicated to promoting industrial growth, business development, and environmental sustainability in Uttar Pradesh and neighboring states ;

WHEREAS SODES is engaged in providing technology solutions, digital platforms, environmental sustainability services, and business development support;

WHEREAS SODES has collaboration with CSIR-Indian Institute of Petroleum (IIP) for technology transfer and deployment;

WHEREAS the Parties have mutually agreed to collaborate on initiatives related to plastic waste management, technology transfer, digital market platforms, carbon credit management, and sustainable industrial practices;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

## 2. SCOPE OF COLLABORATION

### 2.1 Open Market Digital Platform for IIA Members Products

#### 2.1.1 Platform Development

SODES shall develop and maintain an open market digital platform (hereinafter referred to as "the Platform") with the following features:

#### a) Product Listing & Catalogue Management

- Digital catalogue for products of IIA member organizations
- Product images, specifications, pricing, and availability information
- Search and filter functionalities for buyers

#### b) E-commerce Capabilities

- Online ordering and inquiry management system
- Payment gateway integration (if applicable)
- Order tracking and fulfillment support

#### c) Promotion & Marketing Tools

- Digital marketing support for listed products
- SEO optimization for better visibility
- Social media integration for wider reach

### **2.1.2 Member Onboarding**

a) IIA shall provide SODES with:

- List of member organizations interested in platform listing
- Contact details and authorization for onboarding
- Product information and documentation from members

b) SODES shall conduct onboarding sessions and provide training to IIA members on platform usage.

### **2.1.3 Platform Maintenance & Support**

a) SODES shall be responsible for:

- Technical maintenance and updates of the Platform
- User support and query resolution
- Data security and privacy compliance
- Regular performance monitoring and improvements

b) Platform hosting costs and maintenance expenses shall be [borne by SODES / shared between Parties / as per Annexure A].

### **2.1.4 Revenue Sharing (if applicable)**

Any revenue generated through the Platform from commissions, listing fees, or transaction charges shall be shared between the Parties as detailed in Annexure A.

## **2.2 Prospective Buyer Information Platform**

### **2.2.1 Buyer Intelligence System**

SODES shall facilitate a digital platform through which information on prospective buyers can be made available to IIA members, including:

- a) Buyer database with contact information and procurement requirements b) Industry-wise buyer mapping and categorization c) Real-time buyer inquiry notifications d) Tender and procurement opportunity alerts e) Export buyer information (where applicable)

### **2.2.2 Data Privacy & Access**

a) Access to the buyer information platform shall be provided exclusively to IIA members onboarded on the Platform.

b) Both Parties shall ensure compliance with data privacy laws and regulations in handling buyer information.

c) IIA members shall be required to agree to data usage terms and conditions before accessing buyer information.

## **2.3 Carbon Credit Platform & Carbon Neutrality Support**

### **2.3.1 Carbon Credit Onboarding**

SODES shall assist IIA in the following activities:

#### **a) Member Onboarding on Carbon Credit Platform**

- Facilitate registration of IIA member organizations on appropriate carbon credit platforms
- Provide guidance on eligibility criteria and documentation requirements
- Support in application and verification processes

#### **b) Member Information Sharing**

- IIA shall provide SODES with the list and contact details of its member organizations for carbon credit onboarding
- IIA shall obtain necessary consent from members for sharing information with SODES
- SODES shall maintain confidentiality of member information as per Section 9 of this Agreement

### **2.3.2 Baseline Carbon Footprint Assessment**

a) SODES shall conduct baseline surveys for carbon footprint assessment of interested IIA member organizations.

b) The baseline survey shall include:

- Assessment of current carbon emissions (Scope 1, 2, and 3 where applicable)
- Energy consumption analysis
- Waste generation and management assessment
- Transportation and logistics emissions
- Supply chain carbon footprint (where feasible)

c) SODES shall provide detailed carbon footprint reports to each assessed member organization.

### **2.3.3 Carbon Neutrality Consultation**

SODES shall provide consultation support to IIA members for achieving carbon neutrality or carbon reduction, including:

a) Identification of emission reduction opportunities b) Recommendations for energy efficiency improvements c) Renewable energy integration strategies d) Carbon offset project identification e) Carbon credit generation opportunities f) Compliance with relevant standards (ISO 14064, PAS 2060, etc.)

### 2.3.4 Online Workshop on Carbon Credits

a) SODES shall conduct an online workshop for IIA members to explain:

- Concept and mechanism of carbon credits
- Carbon credit certification process
- Carbon credit trading and market opportunities
- Benefits of carbon neutrality for businesses
- Step-by-step onboarding process

b) IIA shall coordinate with its members and ensure participation in the workshop.

c) Workshop materials, recordings, and resources shall be made available to IIA members post-workshop.

### 2.3.5 Fees for Carbon Services

Fees for baseline surveys, consultation services, and carbon credit support shall be as per the fee structure mutually agreed, which may include:

- Subsidized rates for IIA members
- Package pricing for multiple services
- Performance-based fees linked to carbon credit generation

## 3. TERM AND TERMINATION

### 3.1 Term

This Agreement shall commence on 28<sup>th</sup> March 2026 and shall remain in force for a period of **THREE (3) years**, unless terminated earlier as per the provisions herein.

### 3.2 Renewal

This Agreement may be renewed for successive periods upon mutual written consent of both Parties at least 60 days before the expiry date.

### 3.3 Termination for Convenience

Either Party may terminate this Agreement by providing **90 (ninety) days' written notice** to the other Party.

### 3.4 Termination for Breach

In case of material breach of any provision of this Agreement, the non-breaching Party may provide written notice to the breaching Party specifying the breach. If the breach is not cured within 30 days of such notice, the non-breaching Party may terminate this Agreement immediately.

### **3.5 Effect of Termination**

Upon termination: a) All ongoing projects shall be completed or handed over as mutually agreed b) Financial settlements shall be completed within 30 days c) Confidentiality obligations shall survive for 3 years post-termination d) Access to digital platforms shall be managed as per mutual agreement

## **4. GOVERNANCE & COORDINATION**

### **4.1 Joint Coordination Committee**

A Joint Coordination Committee shall be constituted with representatives from both Parties to:

- Oversee implementation of initiatives under this Agreement
- Resolve operational issues and challenges
- Review progress and plan future activities
- Make recommendations for improvement

The Committee shall meet at least **quarterly** or as needed.

### **4.2 Designated Coordinators**

Each Party shall designate a primary coordinator for this collaboration:

**For IIA: Abhishek Sharma**

**For SODES: Manish Agarwal**

### **4.3 Communication Protocol**

All formal communications shall be addressed to the designated coordinators with copy to authorized signatories.

## **5. FINANCIAL ARRANGEMENTS**

### **5.1 Cost Sharing – As mutually agreed**

## **6. REPRESENTATIONS AND WARRANTIES**

### **6.1 IIA Represents and Warrants that:**

- a) It has the legal authority to enter into this Agreement
- b) It will make reasonable efforts to encourage member participation in the initiatives
- c) Information shared about members is accurate and provided with appropriate consent
- d) It will comply with all applicable laws and regulations

## **6.2 SODES Represents and Warrants that:**

a) It has the necessary technical expertise and capacity to deliver the services outlined b) It has valid collaboration with CSIR-IIP for technology transfer c) All intellectual property used shall be properly licensed and authorized d) It will comply with all applicable laws, environmental regulations, and quality standards e) Digital platforms developed will comply with data privacy and cybersecurity norms

# **7. INTELLECTUAL PROPERTY RIGHTS**

## **7.1 Pre-existing IP**

Each Party retains ownership of its pre-existing intellectual property, including but not limited to trademarks, proprietary processes, and confidential information.

## **7.2 Third-Party IP**

CSIR-IIP's technology and any other third-party intellectual property shall be used strictly in accordance with the respective licensing terms.

## **7.3 Jointly Developed IP**

Any intellectual property developed jointly during the course of this collaboration shall be jointly owned by both Parties, with terms of usage to be mutually agreed in writing.

## **7.4 Platform IP**

The digital platforms developed by SODES shall remain the intellectual property of SODES, while IIA shall have perpetual license to use the platforms for its members during and after the term of this Agreement, subject to mutually agreed terms.

## **7.5 Usage Rights**

a) Each Party grants the other a non-exclusive license to use its name, logo, and promotional materials solely for purposes related to this Agreement, subject to prior written approval.

b) Neither Party shall misrepresent its relationship with the other or make unauthorized claims about endorsements.

## **8. DATA SHARING AND MEMBER INFORMATION**

### **8.1 Member Information Sharing**

a) IIA shall provide SODES with list and contact details of member organizations for the purposes of:

- Platform onboarding
- Carbon credit program enrollment
- Workshop invitations
- Service delivery under this Agreement

b) IIA shall obtain appropriate consent from members before sharing their information with SODES.

### **8.2 Data Protection Compliance**

Both Parties shall: a) Comply with all applicable data protection laws and regulations b) Use member data only for purposes specified in this Agreement c) Implement appropriate security measures to protect data d) Not sell, rent, or transfer member data to third parties without consent e) Allow members to opt-out of communications or data sharing

### **8.3 Data Retention**

Member data shall be retained only for the duration necessary to fulfill the purposes of this Agreement, unless longer retention is required by law or consented to by the member.

## **9. CONFIDENTIALITY**

### **9.1 Confidential Information**

Both Parties agree to maintain strict confidentiality of sensitive information shared during the course of this collaboration, including but not limited to:

- Member lists and contact information
- Business strategies and plans
- Financial information
- Technical information and trade secrets
- Proprietary processes and methodologies

### **9.2 Exceptions**

Confidential information does not include information that: a) Is publicly available through no breach of this Agreement b) Was rightfully possessed prior to disclosure c) Is independently developed without use of confidential information d) Is required to be disclosed by law or regulatory authority

### **9.3 Duration**

The confidentiality obligation shall survive termination of this Agreement for a period of **THREE (3) years**.

## **10. INDEMNIFICATION**

### **10.1 Mutual Indemnification**

Each Party agrees to indemnify and hold harmless the other Party from any claims, losses, damages, liabilities, or expenses (including reasonable attorney fees) arising from:

- a) Breach of this Agreement by the indemnifying Party
- b) Negligence or willful misconduct of the indemnifying Party
- c) Violation of applicable laws or third-party rights by the indemnifying Party
- d) Any misrepresentation or breach of warranty by the indemnifying Party

### **10.2 Technology Indemnification**

SODES shall indemnify IIA against any claims arising from intellectual property infringement related to the technology transferred or platforms developed under this Agreement.

### **10.3 Indemnification Process**

The indemnified Party shall: a) Promptly notify the indemnifying Party of any claim b) Cooperate in the defense of such claim c) Allow the indemnifying Party to control the defense and settlement

## **11. LIMITATION OF LIABILITY**

### **11.1 Limitation**

Except in cases of willful misconduct or gross negligence, neither Party's total liability under this Agreement shall exceed the total amount paid or payable under this Agreement in the 12 months preceding the claim.

### **11.2 Exclusion of Consequential Damages**

Neither Party shall be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of business, or loss of data.

### **11.3 Exception**

The limitations in this Section shall not apply to: a) Breaches of confidentiality obligations b) Indemnification obligations c) Intellectual property infringement claims

## 12. FORCE MAJEURE

Neither Party shall be liable for failure to perform its obligations due to circumstances beyond its reasonable control, including but not limited to:

- Acts of God (earthquakes, floods, storms)
- War, terrorism, civil unrest
- Government actions, laws, or regulations
- Pandemics or epidemics
- Labor disputes or strikes
- Power failures or telecommunications failures

The affected Party shall promptly notify the other Party and make reasonable efforts to resume performance.

## 13. DISPUTE RESOLUTION

### 13.1 Amicable Resolution

In the event of any dispute arising out of or relating to this Agreement, the Parties shall first attempt to resolve the matter through good faith negotiations within **30 days** of written notice of dispute.

### 13.2 Mediation

If negotiations fail, the Parties agree to submit the dispute to mediation before an independent mediator mutually agreed upon. Each Party shall bear its own costs of mediation, with mediator fees shared equally.

### 13.3 Arbitration

a) Unresolved disputes shall be referred to arbitration in accordance with the **Arbitration and Conciliation Act, 1996**.

b) The arbitration shall be conducted by a sole arbitrator mutually appointed by both Parties. If Parties cannot agree, the arbitrator shall be appointed as per the Act.

c) The seat and venue of arbitration shall be **Bareilly, Uttar Pradesh**.

d) The arbitration proceedings shall be conducted in **English/Hindi**.

e) The arbitrator's decision shall be final and binding on both Parties.

### 13.4 Jurisdiction

Subject to arbitration clause, the courts in **Bareilly, Uttar Pradesh** shall have exclusive jurisdiction over any matters arising from this Agreement.

## **14. PUBLICITY AND ANNOUNCEMENTS**

### **14.1 Joint Announcements**

Any public announcements, press releases, or media communications regarding this collaboration shall be jointly approved by both Parties in writing before release.

### **14.2 Promotional Use**

Both Parties may reference this collaboration in their promotional materials, websites, and presentations, subject to: a) Factual accuracy b) Prior review and approval of specific content by the other Party c) Respect for confidentiality obligations

## **15. SOCIAL COMPLIANCE**

### **15.1 Social Responsibility**

Both Parties commit to: a) Ethical business practices b) Fair labor practices c) Community engagement and benefit d) Health and safety standards

## **16. GENERAL PROVISIONS**

### **16.1 Independent Contractors**

The Parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between the Parties.

### **16.2 Amendment**

This Agreement may only be amended by written instrument duly executed by authorized representatives of both Parties.

### **16.3 Entire Agreement**

This Agreement, including all Annexures, constitutes the entire understanding between the Parties and supersedes all prior discussions, negotiations, and agreements relating to the subject matter.

### **16.4 Severability**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be reformed to the extent necessary to make it enforceable while preserving the Parties' intent.

### **16.5 Waiver**

Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision. Any waiver must be in writing and signed by the waiving Party.

## **16.6 Assignment**

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except in case of merger, acquisition, or sale of substantially all assets.

## **16.7 Notices**

All notices under this Agreement shall be in writing and delivered by:

- Personal delivery
- Registered post/courier with acknowledgment
- Email to designated coordinators (with confirmation of receipt)

Notices shall be deemed received when delivered in person, 3 days after posting, or upon email confirmation.

## **16.8 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

## **16.9 Governing Law**

This Agreement shall be governed by and construed in accordance with the **laws of India**.

## **16.10 Language**

This Agreement is executed in English. In case of any translation, the English version shall prevail.

# **17. ANNEXURES**

The following Annexures form an integral part of this Agreement:

- **Annexure A:** Technical Specifications for Platform Development

## 18. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

For Indian Industry Association, Bareilly:

Signature

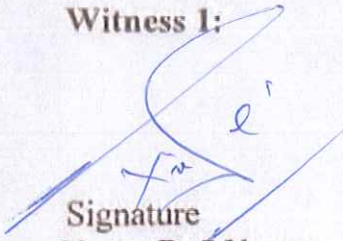
Name: Dinesh Goyal

Designation: National President

Date: 28<sup>th</sup> March' 2028

Place: New Delhi

Witness 1:

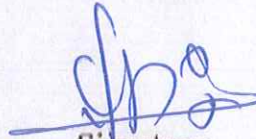


Signature

Name: D, S Verma

Address:

Witness 2:

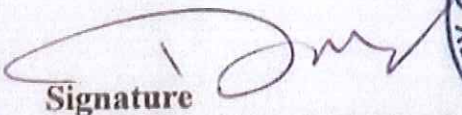


Signature:

Name: Abhishek Sharma

Address:

For SODES:



Signature

Name: Dinesh Tyagi (IAS Retd)

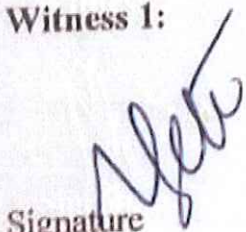
Designation: President

Date: 28 March 2026

Place: New Delhi



Witness 1:

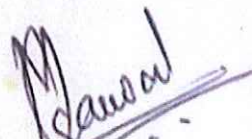


Signature

Name: Uttam Gupta

Address:

Witness 2:



Signature:

Name: Manish Agarwal

Address:

# ANNEXURE A

## TECHNICAL SPECIFICATIONS FOR PLATFORM DEVELOPMENT

As per the requirement on mutually agreed terms with both the parties.

**1. Platform Architecture 2. Features and Functionalities 3. Security Requirements 4. Integration Specifications 5. Performance Parameters 6. Support and Maintenance SLA**

*This Agreement is executed in duplicate, with each Party retaining one original executed copy.*