

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT ("Agreement") is made, executed and entered into at New Delhi on this 04th day of October, 2023.

BY AND BETWEEN

a. **NATIONAL PRODUCTIVITY COUNCIL (NPC), under Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Govt. of India**, hereinafter for the sake of brevity referred to as "NPC" having an office at Utpadakta Bhavan, 5-6 Institutional Area, Lodi road, New Delhi-110003 (which expression shall unless repugnant to the context or meaning thereof shall mean and include its Directors, successor or successors, administrators and assigns) PARTY OF THE FIRST PART,

AND

b. **HEWLETT PACKARD ENTERPRISE INDIA PVT. LTD. (HPE)**, a company incorporated under the laws of India, hereinafter for the sake of brevity referred to as "HPE" with its registered office at 24, Salarpuria Arena, House Main Road, Adugodi, Bangalore - 560030 (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successor or successors, administrators and assigns) PARTY OF THE OTHER PART;

WHEREAS, the NPC and the HPE shall be collectively referred to as the "Parties" and individually as "Party"

AGREEMENT STRUCTURE

The Parties shall collaborate for consulting services, operational services, technology and non-technology equipment, training services, conferences/ workshops, programs in online, physical or hybrid mode or any other area/domain for which the Parties may collaborate subsequently in accordance with the terms and conditions of this Agreement or by way of an addendum as the Parties may mutually decide. This agreement is aimed at facilitating collaboration on the basis of reciprocity, best efforts, mutual mission objectives, and frequent interactions.

The two parties as institutions and /or firm related establishment details are enclosed as Annexure 1 & 2 including any core memorandum of association / joint venture or subsidiary details and entity features.



Shukla Pal
डा० शुक्ला पाल मैत्रा / Dr. SHUKLA PAL MAITRA
निदेशक / Director
सचिव / Secretary
राष्ट्रीय उत्पादकता परिषद्
NATIONAL PRODUCTIVITY COUNCIL
(समिन्धन एव उद्योग मन्त्रालय, भारत सरकार के अन्तर्गत)
(Under Ministry of Commerce & Industry, Govt. of India)
लॉदी रोड, नई दिल्ली / Lodhi Road, New Delhi-110003

TERMS OF COLLABORATION

1. This agreement between NPC and HPE is intended to primarily establish cooperation between the parties and to collaborate for the following areas ("Purpose"):

- i. Environment Management
- ii. Sustainability Solutions
- iii. Green Productivity
- iv. Waste Management
- v. Audits & Assessments in the domain of Environment, Social and Governance (ESG)
- vi. Carbon credits
- vii. ESG Reporting Automation
- viii. Dashboards and Digital Platforms
- ix. Capacity Building
- x. Knowledge Management
- xi. E-learning
- xii. Health & Safety Management
- xiii. Workshops, conferences, conclaves for ESG

Or any other areas as may be mutually decided by both the parties.

2. Jointly develop and organize theme-based short-term seminars, conferences, workshops and training programmes in the areas of mutual interest.
3. Jointly engage with other organizations to explore the pursuit of business and projects relevant to the Purpose
4. Exchange knowledge and best-practices to design and develop solutions relevant to business and projects relevant to the Purpose

NPC and HPE shall appoint Coordinators/SPOC from each Party to finalize the understanding on the funding to be provided by each party on case to case basis. Each Party will bear its own expense of participation and collaboration in delivery of obligations under this Agreement and performance of the various projects. Similarly in case of pursuit of business and projects, coordinators/ SPOC from each Party will finalize the financial terms of the engagement as per deliverables on case to case basis. It is agreed between the Parties that this Agreement is solely being executed between the Parties with intent to explore the possibility of the Purpose. For avoidance of doubt, nothing in this Agreement shall constitute a commitment, obligation or undertaking on either Party to enter into an Alliance Agreement or any further agreements or arrangements. Each Party shall be at liberty, either alone or in conjunction with one or more third parties, to continue to develop, market, provide to clients and customers and otherwise deal with any and all products or services of any nature or description, provided that in doing so that Party does not breach any obligations under this Agreement which are stated to be legally binding.

TENURE:

The tenure of this Agreement is three (3) years from the last signature date mentioned herein.



Shukla Pal

डा० शुक्ला पाल मैत्रा / Dr. SHUKLA PAL MAITRA
निदेशक / Director
सचिव / Secretary
राष्ट्रीय उत्पादकता परिषद्
NATIONAL PRODUCTIVITY COUNCIL
(वणिज्य एवं उद्योग मंत्रालय, भारत सरकार के अन्तर्गत)
(Under Ministry of Commerce & Industry, Govt. of India)
लुधी रोड, नई दिल्ली, New Delhi-110003

TERMINATION

This Agreement and/or any Agreement hereunder may be terminated by either Party:-

- a. Either Party may terminate this Agreement at any time, for any reason and without incurring any additional liability, by giving written notice to other party at least sixty (60) days in advance.
- b. If a Party has materially breached the terms set out in this Agreement, the other Party may notify the first Party of the breach in writing. Provided that the breaching party shall have the opportunity to cure said breach to the reasonable satisfaction of the non-breaching party within sixty (60) day period, If the first Party does not rectify the breach within sixty (60) days from the date of receiving notification, the other Party may terminate this Agreement by a notice in writing to the first Party.
- c. Immediately upon written notice thereof if the other party ceases to function as a going concern or to conduct operations in the normal course of business; and
- d. Immediately and without need for written notice or other action if the other party has a petition or similar action filed by or against it under any applicable bankruptcy or insolvency laws (or their equivalents) which petition or action has not been dismissed or set aside within sixty (60) days of filing any fees owed to one party by the other based on obligations performed to the time of termination will be transferred in full.
- e. Notwithstanding anything to the contrary, in the event of termination, both the Parties will comply with their respective obligations w.r.t. existing Clients, fee payments, settlements of any revenue sharing commercials, etc., provided however, no fresh commitments to stakeholders shall be made during the termination notice period.

REPRESENTATIONS, WARRANTIES & COVENANTS

Each party represents and warrants to the other that;

- a. It has the right and power to enter into and fully perform the obligations it has undertaken in this Agreement; and
- b. It is not under any obligations, contractual or otherwise, to any other entity that might conflict, interfere or be inconsistent with any of the provisions of this Agreement; and
- c. It shall comply in all material respects with all applicable laws, rules, and regulations necessary for it to perform its obligations under this Agreement.

Except as set forth herein neither party makes any other representations or warranties, express or implied, to the other party or any other person or entity with respect to the subject matter of this Agreement. Each party agrees and acknowledges that no oral or written information or advice given by the other party or any of its employees or agents shall constitute a representation or a warranty unless such information or advice is incorporated into this Agreement.



Shukla Pal

डा० शुकला पाल मैत्रा / Dr. SHUKLA PAL MAITRA
निदेशक / Director
सचिव / Secretary
राष्ट्रीय उत्पादकता परिषद्
NATIONAL PRODUCTIVITY COUNCIL
(विशेष एवं उद्योग मंत्रालय, भारत सरकार के अन्तर्गत)
(Under Ministry of Commerce & Industry, Govt. of India)
लॉदी रोड, नई दिल्ली / Lodhi Road, New Delhi-110003

INTELLECTUAL PROPERTY RIGHTS

All the Intellectual Property Rights with respect to logos, equipment, software, guides, study materials, course content, decks, videos, etc. shall be owned by the respective Party that creates it or owns it prior to this Agreement, as the case maybe.

Both the parties shall be responsible for any violations or infringements of the intellectual property rights, copyrights, any other act, or any proprietary right and to initiate the legal proceedings, if required at any point of time during this agreement. In case any suits or claims for the Plagiarism and breach of intellectual property rights or copyrights or any infringement under copyright act, 1957 or any other act or any proprietary right of any person in consequence of the use content provided by the company, such party in breach will promptly notify the other party in writing of any such infringement and will be responsible to control and direct the investigation, preparation, defense, trial and settlement of each such claim, action or demand and for initiating and prosecuting any legal action against any infringement.

RELATIONSHIP OF THE PARTIES

Nothing in this Agreement is intended to, or operates to, create a partnership between the Parties, or to authorise either Party to act as agent for the other, and neither Party has authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

LIMITATION OF LIABILITY

Under no circumstances will either party be liable to the other party for any lost revenues or profits, downtime costs, loss or damage to data, special, indirect, incidental, punitive or consequential damages of any kind including but not limited to compensation, reimbursement or damages on account of expenditures, investments or commitments whether made in the establishment, development or maintenance of business reputation or goodwill, for loss or damage to data, cost of substitute materials or services cost of capital and the claims of any third party or for any other reason whatsoever.

Save and except the indemnity obligations herein, the maximum cumulative liability of each Party regardless of the form(s) of action, whether in contract, tort, strict liability or otherwise, shall be limited to INR 1,00,00,000 under this Agreement.



Shukla Pal

डा० शुक्ला पाल मैत्रा / Dr. SHUKLA PAL MAITRA
निदेशक / Director
सचिव / Secretary
राष्ट्रीय उत्पादकता परिषद्
NATIONAL PRODUCTIVITY COUNCIL
(वणिज्य एवं उद्योग मंत्रालय, भारत सरकार के अन्तर्गत)
(Under Ministry of Commerce & Industry, Govt. of India)
लौधी रोड, नई दिल्ली / Lodhi Road, New Delhi-110003

CONFIDENTIAL INFORMATION

The Parties must keep in strict confidence all information that has been disclosed by each other and shall not disclose such information to any third person other than, by requirement of law which also shall be done, only after prior intimation to the other Parties. To the extent that it is necessary for either Party to disclose Confidential Information to its staff, agents and sub-contractors, the disclosing Party shall ensure that such staff, agents and sub-contractors are subject to the same confidentiality obligations as the disclosing Party in respect of all Confidential Information. This provision shall survive in perpetuity even after termination of this Agreement.

Above Clause shall not apply to information which:

- is or becomes public or generally available to the public (otherwise than by breach of confidentiality of the receiving party);
- is in the possession of the disclosing Party, without restriction as to its disclosure, before receiving it from the other Party;
- the receiving Party can demonstrate was developed by the receiving Party independently of the disclosure of the Confidential Information by the disclosing Party;
- is disclosed with the prior written approval of the disclosing party;
- is required by law to be disclosed.

INDEMNIFICATION

Each party shall indemnify defend and hold harmless the other party, its successors and assigns, and each of their respective officers, directors, employees, shareholders, legal representatives, and agents (Indemnified Party), from and against any damages, liabilities, costs and expenses (including reasonable attorneys and professionals' fees and court costs) arising out of any third party claims based on loss or damage to tangible property, death or personal injury or any infringement of third party intellectual property.

MISCELLANEOUS

1. No amendment or modification of this Agreement, nor any waiver of any rights will be effective unless assented to in writing by the party to be charged and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties and the remainder of this Agreement shall continue in full force and effect.



Shukla Pal
डा० शुक्ला पाल मैत्रा / Dr. SHUKLA PAL MAITRA
निदेशक / Director
सचिव / Secretary
राष्ट्रीय उत्पादकता परिषद्
NATIONAL PRODUCTIVITY COUNCIL
(विणज्य एवं उद्योग मंत्रालय, भारत सरकार के अन्तर्गत)
(Under Ministry of Commerce & Industry, Govt. of India)
लौधी रोड, नई दिल्ली / Lodhi Road, New Delhi-110003

2. NPC and HPE may engage subcontractors to perform all or any portion of its obligations under this Agreement or to assist in any other aspect provided that both the parties remain responsible and liable for the performance of the subcontractor in conformance with the relevant terms and conditions hereof.
3. Performance under this Agreement may be postponed or extended automatically to the extent that either party is prevented from performing its obligations under this Agreement as a result of a cause beyond its reasonable control, such as an accident, act of a civil or military authority, act of God, earthquake, embargo, fire, flood, intervening change in law or governmental regulation, riot, strike, shortage of transportation or communication facilities, pandemic, disruption of telecommunication networks, terrorism or war.
4. This Agreement shall be governed by the laws of India and the parties hereby consent to the jurisdiction of the courts in Bangalore (India) for any action arising out of or relating to this Agreement and agree that any such action shall be maintained in the same jurisdiction.
5. Notwithstanding any translation of this Agreement the English language shall control the interpretation of this Agreement and all other writings between the parties. The parties have consented as well as agreed that this Agreement and all documents contemplated by this Agreement be drawn up in English.
6. This Agreement constitutes the complete and exclusive understanding and agreement of NPC and HPE relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements and communications with respect to the subject matter hereof.
7. This Agreement may be executed by electronic and/or physical signature and the parties agree that facsimile digitally scanned or other electronic copies of signatures shall be valid and binding as originals. No written document shall be required in order to make an electronically signed version of this document legally binding notwithstanding any requirement in law.

DATA PROTECTION

The Parties agree and undertake to comply with all applicable laws to which each Party is subject to, including all applicable data protection laws in its respective jurisdictions, for the protection of any and all personal data which it may receive, handle or process in relation to this Agreement.

ARBITRATION

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

In the event of any dispute or difference between the Parties relating to or arising out of this Agreement, the parties shall use their best efforts to settle their disputes or differences amicably by mutual discussions, negotiations, mediation or conciliation.



Shukla Pal
डा० शुक्ला पाल मैत्रा / Dr. SHUKLA PAL MAITRA
निदेशक / Director
सचिव / Secretary
राष्ट्रीय उत्पादकता परिषद्
NATIONAL PRODUCTIVITY COUNCIL
(संलग्न एव उद्योग मंत्रालय, भारत सरकार के अन्तर्गत)
(Under Ministry of Commerce & Industry, Govt. of India)
लोधी रोड, नई दिल्ली / Lodhi Road, New Delhi-110003

In the event of any dispute or a difference of any nature whatsoever among the parties during the course of performance of respective obligations arising out of this Agreement, the parties agree to refer the matter to a two-member committee consisting of Director General, NPC, and Director, HPE, to resolve the dispute keeping in view the best interest of the parties and in keeping with the spirit of the performance of this Agreement. The decision of the committee shall be final and binding on the both parties.

FORCE MAJEURE

Neither party shall be made responsible for an unexpected or uncontrolled event.



Shukla Pal

डा० शुक्ला पाल मैत्रा / Dr. SHUKLA PAL MAITRA
सचिवक / Director
सचिवक / Secretary
राष्ट्रीय उत्पादकता परिषद्
NATIONAL PRODUCTIVITY COUNCIL
(वणिज्य एवं उद्योग विभाग में भारत सरकार के अन्तर्गत)
(Under Ministry of Commerce & Industry, Govt. of India)
लोधी रोड, नई दिल्ली, 110003, India

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives;

For NATIONAL PRODUCTIVITY COUNCIL

For HEWLETT PACKARD ENTERPRISE INDIA PVT. LTD.

Shukla Pal
Name: *Shukla Pal Maitra*

Designation: *Secretary*
डा० शुक्ला पाल मैत्रा / Dr. SHUKLA PAL MAITRA
निदेशक / Director
सचिव / Secretary

राष्ट्रीय उत्पादकता परिषद्
NATIONAL PRODUCTIVITY COUNCIL
विभिन्न एवं उद्योग मंत्रालय, भारत सरकार के अन्तर्गत)
(Under Ministry of Commerce & Industry, Govt. of India)
लोधी रोड, नई दिल्ली / Lodhi Road, New Delhi-110003



Name: **Anoop Chaturvedi**

Designation : **Country Manager – Services- India Geo**

Witness :

1. Name: *Harsh Thukral*
Designation : *Dy. Director ECA Group, NPC*
Aadhar No: *XXXX XXXX 3887*
2. Name: *Vijay Kumar Nehra*
Designation: *Dy. Director ECA Group, NPC*
Aadhar No: *XXXX XXXX 1633*

1. Name: **Manish Ranjan**
Profile : India Geo Sustainability SWAT Lead
Aadhar No (masked) : XXXX XXXX 3740
2. Name: **Hitesh Sharma**
Profile : Solution Architect
Aadhar No (masked) : XXXX XXXX 6906

9691

CERTIFICATE OF REGISTRATION OF SOCIETIES

ACT XXI OF 1860

No. S.1212

1958

20/2/58

CAA 21/2/58

I hereby certify that NATIONAL PRODUCTIVITY COUNCIL

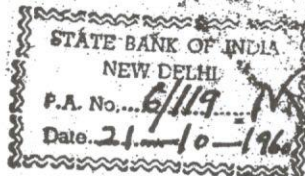
has this day been registered under the Societies Registration Act XXI of 1860.

Given under my hand at NEW DELHI
this 12th day of FEBRUARY
One thousand nine hundred and FIFTY EIGHT

Fees Rs. 50/- paid



B.K. Chatterjee
B.K. CHATTERJEE
Asstt. REGISTRAR OF COMPANIES, DELHI.



डा० शुक्ला पाल मैत्रा / Dr. SHUKLA PAL MAITRA
निदेशक / Director
सचिव / Secretary
राष्ट्रीय उत्पादकता परिषद
NATIONAL PRODUCTIVITY COUNCIL
(तंत्रिज्य एवं उद्योग मंत्रालय, भारत सरकार के अन्तर्गत)
(Under Ministry of Commerce & Industry, Govt. of India)
लोधी रोड, नई दिल्ली / Lodhi Road, New Delhi-110003



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Bangalore
E' Wing , 2nd Floor , Kendriya Sadana , Koramangala

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 and rule 8 of the Companies (Incorporation) Rules, 2014]

I hereby certify that Hewlett Packard Enterprise India Private Limited is incorporated on this Seventh day of April Two Thousand Fifteen under the Companies Act, 2013 and that the company is limited by shares.

The CIN of the company is U72200KA2015FTC079699.

Given under my hand at Bangalore this Seventh day of April Two Thousand Fifteen.

Validity: unknown
Digitally signed by
Geetha Mahalingham K
Date: 2015.04.07
17:13:09 GMT+05:30

SATYAJIT ROUL
Assistant Registrar of Companies
Karnataka

Mailing Address as per record available in Registrar of Companies office:

Hewlett Packard Enterprise India Private Limited
24, SALARPURIA ARENA, HOSUR MAIN ROAD,, ADUGODI,
BANGALORE - 560030,
Karnataka, INDIA



डा० शुक्ला पाल मैत्रा / Dr. SHUKLA PAL MAITRA
निदेशक / Director
सचिव / Secretary
राष्ट्रीय उत्पादकता परिषद
NATIONAL PRODUCTIVITY COUNCIL
(उद्योग एवं उद्योग मंत्रालय, भारत सरकार के अन्तर्गत)
(Under Ministry of Commerce & Industry, Govt. of India)
लौधी राड, नई दिल्ली / Lodhi Road, New Delhi-110003