MEMORANDUM OF UNDERSTANDING Between CLEEN Ltd. and National Institute of Technology New Delhi

1. Parties

CLEEN Ltd. (business identity code 2200705-1, hereinafter "CLEEN") is a limited liability company established under the laws of Finland and found by 46 shareholders comprising of 28 companies and 18 research institutions. CLEEN maintains and develops a world-class open innovation platform for market-driven joint research between industry and academia.

AND

National Institute of Technology Delhi (hereinafter "NIT Delhi") is a non-profit institute of national importance established in the year 2010 by an act of parliament by Government of India and functions under the aegis of Ministry of Human Resource Development, Government of India carries out innovative basic and scientific research on various disciplines of Engineering, Science and Technology.

2. Scope of the MoU

For the avoidance of doubt, the cooperation described in this MoU does not prevent the Parties from cooperating with third parties in any field of activity.

CLEEN and NIT New Delhi aim at cooperating to jointly discover, study, evaluate and promote Indo-Finnish R&D&I cooperation opportunities initially in the following fields of interest (not limited to):

- i) Smart energy solutions
- ii) ICT solutions for environmental monitoring

3. Costs of cooperation

Each Party shall bear its own costs in connection with the carrying out the cooperation described in this MoU and no commission or fees shall be paid by either of the Parties to the other Party in relation to the cooperation described herein. The Parties do not guarantee that public funding will be received for any part of the cooperation. Moreover, neither of the Parties has any obligation to provide any direct funds to the cooperation described in this MoU but the Parties decide independently how they allocate resources to the cooperation. Furthermore it is understood that the stakeholders of Parties decide independently upon any commitments and contributions to the cooperation described in this MoU and that Parties may only promote but not guarantee the cooperation by their stakeholders.

4. Publication of the cooperation and use of name and logo

Both Parties have a right to publish the cooperation and to inform third parties about the cooperation within this MoU.

प्रोफेसर अजय कुमार शर्मा Professor Ajay K. Sharma निदेशक/Director राष्ट्रीय प्रीद्योगिकी संस्थान दिल्ली National Institute of Technology Delhi

The right to use the name and logo of the other Party is strictly limited to promoting the cooperation described in Section 2 of this MoU. It is especially agreed that the name and/or logo of the other Party may not be used for any commercial purposes.

5. No representation

Nothing in this MoU give any of the Parties a right neither to represent the other Party in any connection nor to make any commitments on behalf of the other Party.

Term and termination 6.

This MoU shall enter into force once signed by the duly authorized representatives of both Parties.

The MoU shall remain in force until 31 December 2018.

The Parties may at any time review the content of the MoU. The Parties shall at least three months prior to the termination of the MoU negotiate the possible continuation of the cooperation and drafting a cooperation agreement in relation thereto.

This MoU will be signed in duplicate with the same effect, one copy for each of the Parties.

7. Signatures

Authorised to sign of	on behalf of CLEEN LTD.	
Date and place:		
Tommy Jacobson, O	CEO	
Authorised to sign of	on behalf of NIT Delhi	
Date and place:	June 10, 2014, DELHi	
Name:	18/19	
Title:	This was a series of	

प्रोफेसर अजय कुमार शर्मा

National Institute of Technology Delhi