



**COAL GASIFICATION PLANT FOR GENERATING
SYNTHETIC NATURAL GAS (SNG) AT BARDHAMAN,
WEST BENGAL (INDIA)**



COAL GAS INDIA LIMITED (CGIL)

Date 16.04.2026

CORRIGENDUM-IX

NIT NO., : PNMM/PC-217/E/001 DATED 10.10.2025

**SUB. :COAL GASIFICATION PLANT FOR GENERATING SYNTHETIC NATURAL GAS
(SNG) AT BARDHAMAN, WEST BENGAL (INDIA)**

This is for information to all Bidders who are willing to participate in the subject NIT, that CORRIGENDUM-IX date 16.04.2026 is being issued and shall be read in conjunction to the NIT and subsequent Amendments issued till date.

*All other terms & conditions of NIT shall be as per original NIT and subsequent Amendment(s).

For & on behalf of
COAL GAS INDIA LIMITED (CGIL)

Ritu Agarwal
16/4/26

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**COAL GASIFICATION PLANT FOR GENERATING SYNTHETIC NATURAL GAS (SNG) AT
BARDHAMAN, WEST BENGAL (INDIA)**



**(NIT NO : PNMM/PC-217/E/001)
Corrigendum - 9 Dated 16.04.2026**

,SL. NO.	REFERENCE OF BIDDING DOCUMENT				EXISTING CLAUSE	AMENDED CLAUSE / TO BE READ AS
	Part/Sec.	Page No.	Clause No.	Subject /Heading		
1.	14.2			MOBILISATION ADVANCE	<p>14.2 MOBILISATION ADVANCE</p> <p>The CONTRACTOR shall be paid an interest bearing recoverable Mobilisation Advance equivalent to 10% (Ten percent) of the CONTRACT PRICE divided into two parts, namely 10% (Ten percent) of the Foreign Currency portion comprised in the Lumpsum price and 10% (Ten percent) of the Indian Rupees portion comprised in the Lumpsum price.</p> <p>The interest rate shall be at Marginal cost of fund based landing rate (MCLR) for Six Month charged by SBI (applicable on the date of disbursement of Mobilisation Advance) plus 2.0% per annum on reducing balance basis. Wherever applicable, Interest thereon should be computed on the Mobilization advance (including GST if any, provided to.</p> <p>The Mobilization Advance shall be paid in two installments. The first installment of advance shall be maximum 50% of the Mobilization Advance and will be disbursed on submission of 110% BG and Proforma Invoice for the corresponding amount. Further, the disbursal of second installment of balance amount can be</p>	<p>14.2 MOBILISATION ADVANCE (MA)</p> <p>On request of the CONTRACTOR, the CONTRACTOR shall be paid an interest bearing free recoverable Mobilisation Advance equivalent to 10% (Ten percent) of the CONTRACT PRICE divided into two parts, namely 10% (Ten percent) of the Foreign Currency portion comprised in the Lumpsum price and 10% (Ten percent) of the Indian Rupees portion comprised in the Lumpsum price.</p> <p>The interest rate shall be at Marginal cost of fund based landing rate (MCLR) for Six Month charged by SBI (applicable on the date of disbursement of Mobilisation Advance) plus 2.0% per annum on reducing balance basis.</p> <p>The Mobilization Advance shall be paid in two installments. The first installment of advance shall be maximum 50% of the Mobilization Advance and will be disbursed on submission of 110% BG and Proforma Invoice for the corresponding amount. Further, the disbursal of second installment of balance amount can</p>



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					made at the end of any time after 3 months from the first installment and will be disbursed on submission of 110% BG and Proforma Invoice for the corresponding amount subject to submission of Utilization Certificate of full utilization of first installment. Certificate of utilization shall be submitted supported by proof of the cash outflow towards the projects.	be made at the end of any time after 3 months from the first installment and will be disbursed on submission of 110% BG and Proforma Invoice for the corresponding amount subject to submission of Certificate of full utilization of first installment Certificate of utilization shall be submitted supported by proof of the cash outflow towards the project. <i>General Note: Wherever interest bearing Mobilization Advance is mentioned in the NIT, the same shall be read as interest free Mobilization Advance</i>
2.	14.2			MOBILISATION ADVANCE	Notes sl. No. 5 Mobilization Advance (principal plus interest) shall be recovered from the Running Account Bills and shall be fully extinguished within 24 months from the date of disbursement of first installment of advance. The percentage deduction from each RA bill shall be arrived at based on the total cumulative payment for 24 months as per billing schedule. Note 1: Further, In case the certified RA bill is not sufficient to recover the Mobilization advance due on that particular month then the unadjusted balance	Notes sl. No. 5 Mobilization Advance (principal plus interest) (both Foreign Currency and Indian Rupees) shall be recovered from the Running Account Bills and shall be fully extinguished within 24 months from the date of disbursement of first installment of advance. The percentage deduction from each RA bill shall be arrived at based on the total cumulative payment for 24 months as per billing schedule. Note 1: Further , In case the certified RA bill is



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					<p>will be recovered in the subsequent certified RA bill.</p> <p>Note 1: In case if the certified bills received are not sufficient enough to recover the said amount in 24 months, then the projected unrecovered amount as per billing schedule shall be divided into additional Mobilisation Advance recovery in form of equal monthly installments, so that the total Mobilisation Advance can be recovered within stipulated period.</p> <p>Note 2: Further in case the certified RA bill is not sufficient to recover the Mobilisation Advance due to that particular month, then the unadjusted balance will be recovered in the subsequent certified RA bill.</p> <p>Note 3: The recovery of Mobilisation Advance (MA) shall be time bound. Except the duration of force Majure, the period of MA recovery should not br extended without prejudice to any time excention(provisional/final) in the contract period,</p>	<p>not sufficient to recover the Mobilization advance due on that particular month then the unadjusted balance will be recovered in the subsequent certified RA bill</p> <p>Note 1: Incase if the certified bills received are not sufficient enough to recover the said amount in 24 months, then the projected unrecovered amount as per billing schedule shall be divided into additional MA recovery in form of equal monthly installments, so that the total MA can be recovered within stipulated period.</p> <p>Though the 'Mobilisation Advance' shall be given interest free but the interest shall be at Marginal cost of fund based lending rate (MCLR) for Six Month charged by SBI (applicable on the date of disbursement of Mobilisation Advance) plus 2.0% per annum on reducing balance basis, on delayed recoveries either due to the late submission of bill by the Contractor or any other reason attributable to the Contractor besides the reason giving rise to encashment of BG as stated in the Clause for 'Mobilisation Advance' elsewhere.</p> <p>The interest shall be applicable only for the period of delay and on the unrecovered/unadjusted MA amount beyond the 24 months.</p> <p>Note 2: Further incase the certified RA bill is not</p>



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						<p>sufficient to recover the Mobilisation advance due on that particular month, then the unadjusted balance will be recovered in the subsequent certified RA bill.</p> <p>Note 3: The recovery of Mobilisation Advance (MA) shall be time bound. Except the duration of Force Majure, the period for MA recovery shall not be extended without prejudice to any time extension (provisional/final) in the Contract Period.</p>
3.	Sample License Agreement					<p>The sample License agreement is attached hereunder. The sample License agreement is only for reference purpose and the final terms & conditions of License Agreement shall be discussed with successful Bidder.</p>

DRAFT PROCESSES LICENSE AGREEMENT

This Coal Gasification Processes License Agreement is entered into by and among the following parties on {*} ("Effective Date"):

- a., a corporation incorporated in the state of having its office at ("Licensor"); and
- b., a company having its registered office at..... (Licensee").

RECITALS

1. ("Licensor") is willing to grant Licensee (as defined) certain rights to use technical information relating to the Licensed Process (as defined).
2. ("Licensor") is able to arrange for the provision of a Basic Design Package (as defined) and Basic Design and Engineering Package (as defined) for the Plant (as defined).
3. Upon award of licensee as lump sum turn key ("LSTK") contractor for the Project (as defined), Licensee wishes to engineer, procure, construct and operate the plant in accordance with technical information disclosed by (name of Licensor), for the benefit of Project Owner (as defined).
4. If and when the Project Owner becomes the owner and operator of the Plant Licensee wishes to assign this Agreement to Project Owner and to operate the Licensed Process in the Plant, upon the terms and conditions contained herein, to which assignment (name of Licensor) shall be a party.

AGREEMENT

CLAUSE 1 – DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"Acceptance" means the acceptance of the relevant Unit by Licensee which takes place automatically when the Performance has been demonstrated in a Test-run as set out in Clause 5.3 or when (name of Licensor) is otherwise relieved of its liability under Clause 5 as specified in Clause 5.9.

"Affiliate of (name of Licensor)" means any entity other than (name of Licensor), which is at the time in question directly or indirectly controlled by (name of Licensor). For the purpose this definition an entity:

- (a) Directly controls another entity if it (i) owns 50% of more the voting rights, whether by ownership of capital, by contractual rights or otherwise of the other entity, or (ii) has the power to direct the management and policies of such entity: and

- (b) Indirectly controls another entity if a series of entities can be specified, beginning with the first entity and ending with the other entity, so related that each entity of the series (except the first entity) is directly controlled by one or more of the entities earlier in the series.

“Agreement” means this document entitled Coal Gasification Processes License Agreement, including all Schedules, only as amended under Clause 19.2.

“(name of Licensor) Information” means any information relating to:

- (a) The Licensed Process.
- (b) The Proprietary Equipment,
- (c) Any materials used in connecting with the Process or the Proprietary Equipment,

Whether received or obtained by Licensee:

- (d) Directly or indirectly from (name of Licensor) and/or any Affiliate of (name of Licensor) and/or any vendor of such Absorbent and/or Proprietary Equipment and/or other materials, or
- (e) In writing, in drawings, during a training course, a plant visit or in any other way,

As well as any other information disclosed by (name of Licensor) or an Affiliate of (name of Licensor) from which any part of such information can reasonably be ascertained. (name of Licensor) Information includes any general knowledge of the current or proposed activities of (name of Licensor) and/or any Affiliate of (name of Licensor), and the terms and conditions of this Agreement.

“Approvals” means all permits, licenses, approvals, consents and other forms of authorization of whatever nature.

“Assets” means any property of whatever nature of kind, tangible or intangible, and wherever located, irrespective of its use or intended use including, property not used solely for commercial purposes.

“Authorised Equipment Vendor” means an authorised equipment vendor from whom Licensee will procure the equipment for the specified process.

“Authority” means any government (including any supranational, county, municipality, local government, or other political subdivision, instrumentality, ministry, or department) which has jurisdiction over any part of this Agreement including the rights and licensed granted under this Agreement and the services provided under this Agreement.

“Basic Design and Engineering Package” or “BDEP” means the documents, drawings and other materials containing technical information for the Licensed Process as referenced in Clause 3.1 and further defined in Schedule 4.

“Basic Design Package” or “BDP” means the documents, drawings and other materials containing technical information for the Licensed Process as referenced in Clause 3.1 and further defined in Schedule 4.

“Claiming Party” has the meaning given to that term in Clause 21.1.

“Coal Gasification Unit” means the unit for the Coal Gasification Process for the Plant.

“Dispute” means a dispute, controversy or claim arising out of or in connection with this Agreement or its subject matter or information, whether in tort, contract, under statute or otherwise, including any question regarding its existence, validity, interpretation, breach or termination and including any non-contractual claim.

“Export Control and Trade Sanctions Laws” means any legal restrictions binding upon (name of Licensor) as the exporter, when applicable, imposed by public law (including without limitation the US Export Administration Regulations and any applicable United States, Canadian, European Union, United Nations, or other export control and trade sanctions laws, regulations and administrative requirements).

“Feedstock(s)” means the feedstock(s) for which the BDP and BDEP are prepared and that is charged to the relevant Unit for a Test-run, as described in Schedule 2.

“Force Majeure” has the meaning given to that term in Clause 21.1.

“Gross Negligence” means any act or failure to act (whether sole, joint or concurrent which seriously and substantially deviates from a diligent course of action or is in reckless disregard of or wanton indifference to a risk known or so obvious that it should have been known and so great as to make it highly probable that harm would follow.

“Identified Third Parties” has the meaning given to that term in Clause 14.9.

“Index Number” means Employment Cost Index for Total Compensation, Private Industry Workers, Professional and Related, Not Seasonally Adjusted, released quarterly by the U.S. Bureau of Labor Statistics. In the event the applicable index or escalation provision ceases to be published. Or ceases to be select another suitable index or escalation provision in substitution thereof.

“Information Record” means any tangible record (including electronic records or other material) provided by or on behalf of (name of Licensor) and containing (name of Licensor) Information.

“Laws” means all statutes, judgments and orders of courts of competent jurisdiction, rules, regulations and orders issued by government agencies, authorities and other regulatory bodies that are applicable to one or both Parties.

“Licensed Process” means Coal and Coke Gasification Process developed by (name of Licensor) and /or Affiliates of (name of Licensor) for the production of synthesis gas by the non-catalytic partial oxidation of coal or coke/coal blending.

“Mechanical Completion” means the erection of the relevant Coal Gasification Unit is essentially complete and system testing activities have been successfully completed.

“New York Convention” means the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958.

“Non Claiming Party” has the meaning given to the term in Clause 21.2.

“Party” means (name of Licensor) or Licensee as the context requires, and **“Parties** means (name of Licensor) and Licensee collectively.

“Patent Rights” of a Party means patents and patent applications in any country to the extent that they cover inventions (i) developed using (name of Licensor) Information, or (ii) relating to the Licensed Process or Proprietary Equipment in connection with the Project or (ii) necessary for the operation of the Licensed Process in connection with the Project.

“Performance” means the guaranteed performance of the relevant Licensed Process in the relevant Unit, as described in Schedule 3.

“Plant” means the plant for the Units for the Licensed Processes, described in Schedule 1.

“Project” means the supply of process licenses, basic design, detailed engineering, procurement, construction, commissioning and start up for the coal gasification plant for generating ammonia synthetic gas & carbon dioxide gas of Licensee, under the invitation to bid NIT No. PNMM/PC217/E001.

“Project Owner” means Coal Gas India Limited, a company incorporated in India having its registered office at VT Centre, ECL P.S-Pandaveswar, Sonapur, Pandaveswar, Bardhaman, West Bengal, India-713378 Plot 2/H, Kalpana Area, BJB Nagar, Khurda Bhubneswar PIN 7510141, India.

“Proprietary Equipment” means proprietary equipment designed by and manufactured for (name of Licensor) for use in the relevant Unit, to be specified by (name of Licensor) and supplied by (name of Licensor) /Affiliate of (name of Licensor)/ a supplier approval by (name of Licensor).

“Purpose” means the engineering, procurement, construction, supervisory operation, and maintenance assistance of the Plant by Licensee, which will be replaced by the definition under clause 16.2 after the Agreement is assigned by Licensee to Project Owner in accordance with Clause 16.2.

“Rules” has the meaning given to that term in Clause 18.3.

“Schedules” means Schedule 1 to Schedule 9 attached to this document.

“Start-up” means the initial steady-state operation of the relevant Unit after Mechanical Completion and on the introduction of Feedstock(s) and Absorbent and Catalyst(s) into the reaction sections of the relevant Unit.

“Taxes” means any taxes including GST, sales tax, duties, customs, levies, charges, income taxes and other taxes imposed or levied by any Authority.

“**Test-run**” means the operation of the Licensed Process in the relevant Unit using the Feedstock(s) over a continuous period of 72 hours for each case during which time such Unit is operating at steady state conditions at the Unit design capacity, and during which operational and analytical data are collected for the purpose of comparing the performance of the Unit to the Performance.

“**Tribunal**” has the meaning given to that term in Clause 18.4.

“**Unit**” means the Coal Gasification Unit.

“**Willful Misconduct**” means any intentional act, or intentional failure to act, committed in breach of the Agreement or any other duty and committed in the knowledge that such act, or failure to act, constitutes a breach of the Agreement or other duty or standard of care.

- 1.2 Terms defined in the singular have a comparable meaning when used in the plural and vice versa.
- 1.3 Section and Clause headings are for convenience only and should not be considered in the interpretation of this Agreement.
- 1.4 Whenever the term “Including” is used, it means “including, but not limited to”.
- 1.5 Approvals or consents may be withheld or given by a Party acting in its discretion, unless this Agreement provides that an approval or consent will not be “unreasonably withheld” in which case the Party’s approval or consent must also not be unreasonably delayed or conditioned.
- 1.6 To the extent of any conflict between the terms of the Schedules and the rest of the Agreement, the terms of the rest of the Agreement prevail.

SECTION A: LICENSEE’S RIGHTS & (name of Licensor) OBLIGATIONS

CLAUSE 2 – GRANT OF RIGHTS

- 2.1 Subject to payment of the fees listed in Clause 8.1 and Clause 8.2, (name of Licensor) grants to Licensee a non-exclusive:
 - (a) Right to use any (name of Licensor) information disclosed to Licensee under Clause 3 for design, construction and operation of the Plant.
 - (b) license under (name of Licensor) Patent Rights, for so long as they are in force and to the extent (i) such Patent Rights cover (name of Licensor) information disclosed to Licensee under Clause 3 (ii) (name of Licensor) is entitled to grant licenses there under to Licensee, subject to any condition which (name of Licensor) may be required to impose; and
 - (c) license in respect of the copyright in Information Record(s) carrying or containing such (name of Licensor) Information to use, reproduce or store such Information Records; and

- (d) If (name of Licensor) should, during the period commencing on the Effective Date and ending five years from the Effective Date, make any improvements or acquire any improvements from a third party (with a right to grant royalty-free sublicenses without having to account therefore to such third party), then (name of Licensor) shall promptly inform Licensee of the details of such improvements.

Only to the extent necessary for the Purpose, which rights and licenses are not capable of such license nor transferable except in accordance with Clause 16. No. Additional rights and licenses with respect to intellectual property rights of (name of Licensor) or an Affiliate of (name of Licensor) or with respect to (name of Licensor) Information are granted to Licensee under this Agreement (for example, no rights to manufacture or analyse any catalyst).

- 2.2 Licensee must exploit the rights and licenses granted to it under this Agreement with due care and without harm to its personnel, the personnel or representatives of (name of Licensor) or to the public, including by operating the Plant safely.

CLAUSE 3 – PROVISION OF TECHNICAL INFORMATION

- 3.1 (name of Licensor) must arrange for Licensee to be provided with a Basic Design Package and a Basic Design Engineering Package for the Unit, provided (name of Licensor) has received the relevant payments under Clause 8 required to be made by Licensee before the provision of the BDP/BDEP. If Licensee has comments to (name of Licensor) within 3 calendar weeks from delivery of that draft version of the BDP/BDEP to Licensee. In case of any defect or omission in compliance with Schedule 4 in the final issue of the BDP/BDEP, Licensee must bring this to (name of Licensor) attention by notice promptly, but in any event no later than 5 calendar weeks after the BDP/BDEP is delivered to Licensee, and (name of Licensor) will re-supply that part of the BDP/BDEP to Licensee at no charge to Licensee.
- 3.2 (name of Licensor) must, from the Effective Date until the expiration of five years after the Effective Date, arrange for Licensee to be provided with information for the operation of the licensed Process in the Plant in accordance with the BDP/BDEP provide under Clause 3.1 including any improvements in process, know-how, engineering, operation methods and other conditions that are developed by (name of Licensor) or Affiliates of (name of Licensor) or have come to the knowledge of (name of Licensor) which will result in more efficient operation of the Unit which (name of Licensor) is free to disclose and provide, subject to any condition that (name of Licensor) is free to disclose and provide, subject to any third condition that (name of Licensor) may contractually be required to impose by any third party or by law.
- 3.3 Each Party undertaking that the BDP/BDEP may require necessary changes, Each party may suggest a change to the BDP/BDEP by written notice to the other, providing ample argument, why in the Party's opinion a change is necessary. (name of Licensor) will inform Licensee whether it

can provide the change required by Licensee or suggested by (name of Licensor) and, if agreed, which agreement will not be unreasonably withheld by either party, inform Licensee of the impact the change will have on the scope of services to be provided under this Agreement, the due dates for any deliverables. The Schedules and/ or the fees Agreement. The services to be provided by (name of Licensor) for making the changes will be rendered under this Agreement, except to the extent the Parties agree in writing otherwise. If either Party disputes the existence, validity, extent or effect of a change then either Party will notify the other Party that it wants to meet and resolve the dispute, and without limitation, Clause 18 applies, (name of Licensor) shall not be obliged to undertake any agreed change until a written amendment setting out the changes has been signed by both Parties.

CLAUSE 4 – TECHNICAL ASSISTANCE

- 4.1 If any services are required to be rendered in India, including the carrying out of Test-runs as described in Clause 5, (name of Licensor) may arrange for such services to be provided by an Affiliate of (name of Licensor) under a separate agreement between Licensee and such Affiliate of (name of Licensor).
- 4.2 (name of Licensor) will provide the mandatory services described in Schedule 5 at the time agreed by the Parties in writing.
- 4.3 Licensee must submit to (name of Licensor) all drawings and other documents separately agreed by the Parties in writing to provide services specified in Schedule 5 in English within 2 calendar weeks after their preparation.
- 4.4 Licensee may appoint a contractor for the engineering and construction and erection of the Plant with (name of Licensor)' prior written consent which must not be unreasonably withheld and provided that such contractor has signed any confidentiality agreement with (name of Licensor) that (name of Licensor) deems necessary in its sole discretion.
- 4.5 (name of Licensor) and Affiliates of (name of Licensor) conduct reviews and provide advice under this Agreement in an advisory capacity only. The outcome of the review and/or the advice is given to Licensee for its consideration and decision to implement and Licensee accepts all responsibility for such decision and use of the outcome of the review and/or advice.
- 4.6 (name of Licensor) will provide Licensee with operating principles and instructions. Licensee shall prepare a copy in English of the final detailed operating manual as required for the relevant Unit, and provide the same to Project Owner in not less than 3 months before Start-up as per clause 5.2.

- 4.7 Licensee shall inform (name of Licensor) of any actual or potential hazards on the site where the Unit is located before (name of Licensor) or an Affiliate of (name of Licensor) visits the Unit to provide services. If, on or before arrival at the Unit, (name of Licensor) or Affiliates of (name of Licensor) consider, in their discretion, that the Unit is not in a state of Mechanical Completion or ready for Start-up or that there are safety or other concerns that jeopardize the health or safety of its personnel, then (name of Licensor) and Affiliates of (name of Licensor) have the right not to provide their personnel or to withdraw the personnel from the Unit until such issue is resolved. In the event of withdrawal of the personnel, Licensee must still pay the rates and expenses for the attendance of such personnel (including any onsite waiting time while issues are resolved) and any services provided by such personnel.
- 4.8 Licensee agrees that failure to implement certain recommendation (which will be identified by (name of Licensor) in terms of those recommendations that should be adopted to ensure Performance) and the decision by (name of Licensor) not to provide or withdraw its personnel in accordance with this Clause 4 may affect the Test-runs, Performance and any liability on the part of (name of Licensor) or an Affiliate of (name of Licensor) under Clause 5, and that (name of Licensor) will have no liability for delay or otherwise.

CLAUSE 5 – TEST-RUNS

- 5.1 (name of Licensor) guarantees the Performance as set out in this Clause 5.
- 5.2 Licensee must notify (name of Licensor) of the:
- (a) Estimated date of Mechanical Completion at least 60 days before it: and
 - (b) Estimated date the Unit will be ready for Start-up at least 30 days before it and
 - (c) Actual dates of Mechanical Completion and Start-up within 10 days after each.
- 5.3 Subject to the conditions in Clause 5.5 being met, (name of Licensor) will assist Licensee in the demonstration of the Performance in a Test-run to be carried out within one year from Mechanical Completion.
- 5.4 Licensee will chemically analyse the feedstock(s) before any Test-run and if there are found to be any materials present other than those listed in Schedule 2, which in (name of Licensor)' reasonable opinion are detrimental to the demonstration of the Performance, then Licensee must, with the assistance of (name of Licensor) (where appropriate), cause those materials to be removed from the feedstock(s) before any Test-run is carried out.

5.5 (name of Licensor) will assume liability under Clause 5.7 and 5.8 if the Performance has not been demonstrated in a Test-run carried out and selected under the last paragraph of this Clause 5.5, provided that the Unit.

- (a) Is engineered and constructed under internationally recognised, good engineering practice and in accordance with the relevant Basic Design and Engineering Package;
- (b) is free from mechanical defects;
- (c) Is started up under advice of (name of Licensor) within 365 days from Mechanical Completion but in any event no better than five years after the Effective Date;
- (d) Is operated at design conditions and in a stable condition for at least 72 hours immediately prior to the information and advice of (name of Licensor);
- (e) Employs the Feedstock(s), available in sufficient quantity and as specified in the BDP/BDEP to perform a Test-run, and verified in accordance with Clause 5.4;
- (f) includes the Proprietary Equipment supplied by vendors approved by (name of Licensor), used under procedure recommended by the supplier,
- (g) is adequately and consistently supplied during a Test-run with all utilities, equipment and manpower required for normal operation,

And provided that a representative of (name of Licensor) or an Affiliate of (name of Licensor) was present during the Test-run and all mandatory services under Schedule 5 were provided by (name of Licensor) and implemented by Licensee.

At (name of Licensor) discretion the Test-run may be repeated up to two times (i.e. up to three times of Test-runs in total) and the values of one Test-run selected for the purposes of demonstrating the Performance. Any Test-run stopped for reasons not attributable to (name of Licensor) is not included in this total.

5.6 Once the Performance has been demonstrated in a Test-run and accepted by Licensee and Project Owner, Acceptance is deemed to occur and (name of Licensor) has no further liability under this Clause 5.

5.7 If Performance has not been demonstrated in a Test-run carried out and selected under Clause 5.5, then, subject to clause 5.9, (name of Licensor) will examine the Unit with Licensee to determine the reason for the non-demonstration of the Performance. (name of Licensor) will then advise Licensee of any measures which (name of Licensor) considers should be taken to ensure that the Performance is demonstrated. If the measures involve modifications to the Unit, (name of Licensor) must provide Licensee with necessary for the modifications and render services for the

repeated Test-run(s). The cost of providing that information and services rendered by (name of Licensor) will be paid by:

- (a) (name of Licensor), if the reason for the non-demonstration of the Performance is one for which (name of Licensor) is responsible, or
- (b) Licensee in all other situations.

- 5.8
- (a) After the measures referred to in Clause 5.7 have been implemented by Licensee to the satisfaction of (name of Licensor), a further Test-run will be carried out under the conditions of Clause 5.5 and subject to Clause 5.9 within 2 months from the date Licensee completes the implementation of the measures referred to in Clause 5.7.
 - (b) If, despite the conditions of Clause 5.5 having been met, the Performance for a Licensed Process is not demonstrated in the final Test-run for any reason for which (name of Licensor) is responsible, then, subject to Clause 5.9, (name of Licensor) must pay Licensee in final settlement of (name of Licensor) liability under this Clause 5, the appropriate sum calculated in accordance with Schedule 3.

5.9 In addition to Clause 5.6, Acceptance is deemed to occur and (name of Licensor) is relieved of its liability under this clause 5 if:

- (a) Licensee does not implement certain recommendations (which will be identified by (name of Licensor) in terms of those recommendation that should be adopted to ensure Performance) made by (name of Licensor) or an Affiliate of (name of Licensor) during the provision of the mandatory services provided under Clause 4.2; or
- (b) the Test-run(s) is (are) not carried out within the period specified in Clause 5.3 for the demonstration of Performance, for any reason for which (name of Licensor) or an Affiliate of (name of Licensor) is not responsible; or
- (c) the conditions of Clause 5.5 cannot be met in the Unit or the materials in the feedstock referred to in Clause 5.4 cannot be eliminated within the period specified in Clause 5.3 for the demonstration of Performance in the feedstock referred to in Clause 5.4 cannot be eliminated within the period specified in Clause 5.3 for the demonstration of Performance; or
- (d) Licensee does not implement in the Unit the measures as advised by (name of Licensor) under Clause 5.7 within 90 days; or
- (e) the reason for no-demonstration of the Performance referred to in clause 5.8 is one for which (name of Licensor) is not responsible; or

- (f) Licensee waive its right to the demonstration of the Performance under this Clause 5; or
 - (g) (name of Licensor) has made settlement payment to clause 5.8.
- 5.10 (name of Licensor) total payments to Licensee under this clause 5 will not exceed% of the next amounts received by (name of Licensor) under clause 8.1 for such Licensed Process, subject to the overall limitation of liability under clause 14.5.
- 5.11 If (name of Licensor) is relieved of its liability under any of Clause 5.9(a) to 5.9(e) in respect of a Licensed Process, (name of Licensor) will nevertheless assist Licensee, if requested by Licensee, in the conduct of Test-runs at a later stage, but in no event later than 24 months from the date of Mechanical Completion. For the provision of that assistance, Licensee must pay the fees and reimburse the expenses to (name of Licensor) as set out in Schedule 6.
- 5.12 In any Test-run Licensee must make measurements according to test procedures specified in writing by (name of Licensor) and must record such measurements in a logbook. At (name of Licensor)' request, Licensee must provide (name of Licensor) with copies of or extracts from the logbook and the analytical results.

SECTION B: LICENSEE'S OBLIGATIONS & (name of Licensor) RIGHTS

CLAUSE 6 – GRANTBACK

- 6.1 Licensee must arrange for the provision of the information (name of Licensor) indicated it reasonably requires from Licensee or third parties to carry out its obligations under this Agreement. The information includes the information identified in Schedule 4 and is to be provided in English in a timely manner. If Licensee is unable to provided or arrange for the provision of this information on terms reasonably acceptable to (name of Licensor), Licensee releases (name of Licensor) from the obligation for which the information was required.
- 6.2 Licensee grants to (name of Licensor) a royalty free, non-exclusive, perpetual, irrevocable license under Licensee's Patent Rights in all countries for the benefit of (name of Licensor) and any Affiliates of (name of Licensor), and the right to grant sub-licenses to third parties.
- 6.3 from time to time, within 1 month from a request by or on behalf of (name of Licensor), Licensee must arrange for (name of Licensor) to be provided with all technical information relating to the Licensed Process or any catalyst or any proprietary Equipment or any absorbent developed by or on behalf of Licensee or acquired from a thirty party which Licensee is free to disclose. Licensee grants to (name of Licensor) and its Affiliates a royalty free, non-exclusive, perpetual, irrevocable right in all countries:
- (a) to use and copy that technical information; and

- (b) to disclose and provide that technical information to third parties together with a right for such third parties to use and copy that technical information.
- 6.4 Licensee must ensure that it remains free to license all Licensee's Patent Rights, and to disclose all technical information relating to the Licensed Process or any catalyst or any Proprietary Equipment or any absorbent to (name of Licensor).
- 6.5 within 1 month from a query by (name of Licensor) as to whether Licensee will file a patent application in any country or in specified countries in respect of any invention contained in technical information disclosed to (name of Licensor) under this Clause 6, licensee must decide and notify (name of Licensor). At (name of Licensor) request, Licensee must promptly assign to (name of Licensor) on a cost free basis all interest in any invention in all countries where Licensee has decided not to seek Patent Protection.
- 6.6 If Licensee decides that it will not pursue or maintain in any Licensee's Patent Rights, Licensee must notify (name of Licensor) Promptly and give (name of Licensor) the right of first refusal to take assignment of all such Licensee's Patent Rights. At (name of Licensor)' request, Licensee must promptly assign to (name of Licensor) on a cost free basis all interest in all of Licensee's Patent Rights which Licensee has decided not to pursue or maintain.
- 6.7 (name of Licensor) is entitled at its own expense and in its name or the name of its nominee to file a patent application for any invention assigned to it or to pursue or maintain any of Licensee's Patent Rights assigned to it, and Licensee must give its full support to (name of Licensor) and / or its agents at (name of Licensor)' reasonable cost including by signing any document or doing any act which is reasonably necessary by way of assurance of (name of Licensor)' right under this clause 6.7. (name of Licensor) grants to Licensee a royalty free, non- exclusive license under any such Patent Right for use with respect to the Unit, on the same basis that a license is granted to Licensee under Clause 2.

CLAUSE 7 – SECRECY AND NON-USE

- 7.1 Licensee must:
 - (a) not disclose to any third party any (name of Licensor) information, except in accordance with Clause 7.2 (including disclosure in any patent application or to any patent office): and
 - (b) not use any (name of Licensor) Information for any purpose other than the Purpose.
- 7.2 Licensee may only disclose such (name of Licensor) Information to the extent necessary for the Purpose to:
 - (a) those employees of Licensee who (i) have a reasonable need to know and use such information to complete the Purpose: (ii) have

been informed of the confidential nature of the (name of Licensor) information in question; and (iii) are bound to abide by the obligations of secrecy and non-use assumed by Licensee under this Agreement;

- (b) Third parties (other than Project Owner), as is strictly necessary for the Purpose, provided that, before (name of Licensor) Information is disclosed to them:
 - (i) Licensee notifies (name of Licensor) of the identity of the third party (each of which shall be reputable, property and highly qualified, with relevant skills and experience);
 - (ii) each third party has agreed in writing with Licensee to be bound by terms of secrecy and non-use no less stringent than those assumed by Licensee under this Agreement, but excluding the right to further disclose the (name of Licensor) Information in question without (name of Licensor) prior written consent; and
 - (iii) Licensee remains liable to (name of Licensor) for any breach by such third party of those terms of secrecy and non-use; and
- (c) Project Owner, as is strictly necessary for the Purpose, provide that before disclosure of (name of Licensor) Information, Project Owner has signed an agreement with (name of Licensor) to be bound by terms of secrecy and non-use relating to such (name of Licensor) Information.

Licensee agrees to provide to (name of Licensor), promptly in response to (name of Licensor)' request, a copy of any agreement with a third party under which (name of Licensor) Information is disclosed under this Clause 7.2.

7.3 Clause 7.1 does not apply to any (name of Licensor) Information which, at the time it is received or obtained by Licensee,

- (a) Is lawfully known by Licensee without an obligation of secrecy; or
- (b) is publicly available,

And stops applying to any (name of Licensor) Information which, after it is received or obtained by Licensee:

- (c) is received or obtained by Licensee without restriction on disclosure from a source free to disclose it other than (name of Licensor) and / or an agent or Affiliate of (name of Licensor); or
- (d) Becomes, through no default on the part of Licensee or third parties referred to in Clause 7.2, publicly available, but otherwise Clause 7.1 continues after termination or expiry of this Agreement. These exceptions are only effective to the extent that Licensee can prove the facts.

- 7.4 Specific disclosures made under this Agreement are not subject to any of the exceptions in Clause 7.3 merely because they are embraced by general disclosures in the public knowledge or literature or in the possession of Licensee, and any combination of features disclosed under this Agreement are not public knowledge or literature or in the possession of Licensee, but only if the combination itself is publicly available or lawfully known to Licensee without an obligation of secrecy.
- 7.5 Licensee has the right, to the extent necessary to carry out the Purpose
- (a) To make copies of (name of Licensor) Information; and
 - (b) To use, reproduce, or store any (name of Licensor) Information in a computer or electronic information retrieval system under control by Licensee.
- 7.6 The ownership of copyright in all information Records remains vested in (name of Licensor), or the appropriate Affiliate of (name of Licensor), as the case may be.
- 7.7 If Licensee receives a subpoena, order, notice or other legal process seeking disclosure of (name of Licensor) Information, Licensee must immediately give notice to (name of Licensor) to allow (name of Licensor) the opportunity to oppose the disclosure or seek a protective order. If requested by (name of Licensor), Licensee must cooperate fully with (name of Licensor), Licensee may disclose the relevant (name of Licensor) Information, but only to the extent required by Law. Nothing in this Agreement will be construed to authorize Licensee to use in any manner or disclose (name of Licensor) Information other than pursuant to and in accordance with such subpoena, order, notice or other legal process or beyond the scope of the protective order.
- 7.8 If Licensee intends to disclose to (name of Licensor) information of a commercial nature or a technical nature, including data and information relating to process technology, process engineering or general engineering incorporated in the Plant, which was given to Licensee by a third party on a confidential basis or is proprietary to Licensee but which does not fall under Clause 6, Licensee must first provide to (name of Licensor), on a non-confidential basis, a written summary of the information as well any proposed term of confidentiality which Licensee or any third party would wish to impose on (name of Licensor). (name of Licensor) may reject or accept of that information.
- 7.10 Licensee must inform (name of Licensor) immediately upon becoming aware of an unauthorized disclosure by anyone of (name of Licensor) Information in breach of the provisions of this clause 7.

CLAUSE 8 - PAYMENT

8.1 For the right and license granted under clause 2:

Licensee must pay to (name of Licensor) the sum of million US dollars (USD) in the following instalments:

.....% to be invoiced for payment upon the effective date;

.....% to be invoiced for payment upon the electronic delivery of the BDP;

.....% to be invoiced for payment upon the electronic delivery of the final BDEP;

.....% to be invoiced for payment upon Start-Up' and

.....% to be invoiced for payment upon Test-run to be invoiced for payment upon Test-run (but in any event no later than five and half years after the Effective Date, regardless whether the Test-run has been conducted or not).

8.2 For the provision of the BDP/BDEP and for the mandatory services referred to in clause 4.2:

8.2.1 For the Coal Gasification Process

Licensee must pay to (name of Licensor) the sum

.....% to be invoiced for payment upon the effective date;

.....% to be invoiced for payment upon the electronic delivery of the BDP;

.....% to be invoiced for payment upon the electronic delivery of the final BDEP;

.....% to be invoiced for payment upon Start-Up; and

.....% to be invoiced for payment upon Test-run (but in any event no later than five and half years after the Effective Date, regardless whether the Test-run has been conducted or not).

Each payment for the services under schedule 5 is non-refundable regardless whether the estimated number of mandays for each service under schedule 5 is used up or not.

8.3 For the services provided under clause 5.11, Licensee must pay to (name of Licensor) the fees and reimburse the expenses to (name of Licensor) as set out in Schedule 6, all amounts to be paid within 30 working days of its receipt of (name of Licensor) Invoice.

8.4 The fees referred to in this clause 8.3 and the hourly and daily fees in Schedule 6 will be adjusted as below

Rates for the annual adjustment = $N \times (L_t/L_b)$

N = Base Rate

L_t = Current Period for Index Number; The latest available average twelve months period immediately preceding the adjustment date

L_b = Base Period for Index Number: The average of the twelve month period ending

8.5 (name of Licensor)' Bank Account information is as follows:

.....
.....
.....

CLAUSE 9 – TERMS OF PAYMENT / TAXES / CHARGES

9.1 Licensee must pay all amounts under this Agreement in US Dollar without setoff or counterclaim, into the account specified in (name of Licensor)' invoice, or to such other bank account as indicated by (name of Licensor) by notice to Licensee must obtain at its own cost all Approvals need to make payment under this Agreement. All amounts paid under this Agreement are non-refundable.

9.2 Any amount payable under this Agreement but not paid on time bears% interest per month or pro rata part of a month, from the date the amount became payable up to and including the date on which (name of Licensor) receives payment. In addition but without limitation, if:

(a) Licensee does not pay an amount due under this Agreement on time unless (name of Licensor) fails to provide necessary documents for Licensee to obtain required government or bank Approvals for such payment or Licensee fails to comply with clause 9.5; and

(b) Licensee does not remedy this failure within 30 days after Licensee receives notice from (name of Licensor) unless (name of Licensor) fails to provide necessary documents for Licensee to obtain required government or bank Approvals for such payment.

(c) Then in the absence of a good faith dispute over the achievement of any milestone for payment (which, if unresolved, Licensee must refer to arbitration under Clause 18 before the end of the 30 days), without limiting (name of Licensor)' rights under Clause 22, (name of Licensor) may stop providing information and services under this Agreement and will not be in breach of this Agreement or otherwise liable to Licensee for any delay in performance or any non-performance of any obligations under this Agreement, and the time for performance will be extended accordingly, with an additional

reasonable allowance agreed by the Parties to enable (name of Licensor) to remobilise its personnel (which period will be a minimum of 3 calendar weeks).

9.3 If Licensee dispute in good faith an invoice, Licensee must promptly give notice to (name of Licensor) of the amount in disputed and the reasons for it, and will pay the undisputed portion of the invoice, On the dispute being resolved, Licensee must promptly pay any outstanding amounts in accordance with this Agreement, including any interest applicable to the outstanding amounts.

9.4 All taxes and duties in connection with and during the execution of this Agreement to be levied by the relevant Authority on Licensee in accordance with the relevant law in effect shall be paid by Licensee.

All taxes and duties in connection with and during the execution of this Agreement to be levied by the Authority on (name of Licensor) in the (to be confirmed by Licensor's tax team) in accordance with the relevant law in effect shall be paid by (name of Licensor).

Notwithstanding Clause 9.5, if Licensee is required by the relevant tax Authority, as governed by the income tax treaty between the(name of Licensor Country) and Licensee's country, to withhold income tax to be levied from the payment under the clause 8 on behalf of (name of Licensor), Licensee should pay (name of Licensor) the amount after withhold the payment of such income tax, and promptly provide to (name of Licensor) withholding tax certificates or any other form of documentary evidence issued by the relevant Authority regarding the payment of the income tax.

9.5 Licensee must pay any fees and duties (excluding any personnel income tax) imposed by any Authority outside the (name of Licensor Country) in connection with this Agreement.

CLAUSE 10 – VALIDATION AND APPROVALS

The Parties agree that Licensee is responsible, at its own cost, for the application to the appropriate Authorities for any Approvals, validation or acceptance which may be required for the conclusion of this Agreement and to make payments under this Agreement Licensee must notify (name of Licensor) promptly of the requirement for such Approvals, validation or acceptance. (name of Licensor) authorises Licensee to sign on its behalf any documents necessary for the proper completion of the above acts, and in response to a request by (name of Licensor), Licensee will provide (name of Licensor) with copies of all such documents.

CLAUSE 11 – CONDUCT OF BUSINESS AND COMPLIANCE WITH LAWS

11.1 (name of Licensor) and its personnel are under strict business principles that govern how (name of Licensor) conducts its affairs. (name of

Licensor) insists on honest, integrity and fairness in all aspects of its business and expects the same in its relationships with all those with whom it does business. The direct or indirect offer, payment, soliciting and acceptance of bribes in any form are unacceptable practices. Licensee will neither induce nor attempt to induce any (name of Licensor) personnel to act inconsistently with any applicable anti-bribery law and shall fully indemnify and hold (name of Licensor) harmless for any breach of this Clause 11.1.

- 11.2 In exercising its rights and in carrying out its obligations under this Agreement, Licensee must comply with all Laws, including Export Control and Information and services under this Agreements shall be subject to any Export Control and Trade Sanctions Laws. (name of Licensor) Laws. (name of Licensor) shall not be liable for any inability to supply information and /or services or delay in performances as a result of its compliance with applicable export Control and Trade Sanctions Laws. This Agreement does not constitute, and shall not be construed to constitute, an agreement by either Party to take or refrain from taking any action, which could constitute non-compliance with the applicable Export Control and Trade Sanctions Laws. Licensee is put on notice that (name of Licensor) Information may include technical information on of(Country) origin. Licensee must obtain at its own cost any export or import licenses which may be required in connection with the supply and use of information and services under this Agreement. Licensee represents that it is the end recipient of information and / or service supplies under this Agreement, that the information is for civil use only and that it will not sell, export, re-export or transmit any technical data or information provided to Licensee by (name of Licensor) under this Agreement except in full compliance with all applicable Export Control and Trade Sanctions Laws without limiting the foregoing, Licensee will not disclose (name of Licensor) Information to third parties, even in relation to the Purpose, if and when this is restricted by Export Control and Trade Sanctions Laws. Licensee shall notify (name of Licensor) in the event the Plant for which information and / or services are provided is going to process feedstock or other material originating in one or more countries subject to comprehensive trade sanctions.
- 11.3 Each Party agrees and undertakes to the other that, in connection with this Agreement, it is knowledgeable about and will comply with all laws, regulations, rules and requirements relating to anti-bribery or anti-money laundering applicable to its performance of this Agreement. Licensee represents and warrants to (name of Licensor) that its payments to (name of Licensor) shall not constitute the proceeds of crime in contravention of anti-money laundering laws. (name of Licensor) may terminate this Agreement immediately upon written notice to the Licensee, if in its reasonable judgment supported by credible evidence, Licensee is in breach of any of the provisions of this Clause 11.3 and has failed to provide information demonstrating such compliance only Licensee shall pay the invoice from (name of Licensor) No party other than the Licensee shall pay the invoice without (name of Licensor)' prior consent.

SECTION C : LIABILITY CLAUSE 12 – WARRANTIES

- 12.1 (name of Licensor) warrants that the services provided under this Agreement will be performed with due diligence and in accordance with good practice normally exercised by companies providing similar services in the relevant industry.
- 12.2 (name of Licensor) warrants that it will provide the Performance Guarantee subject to and in accordance with Clause 5.
- 12.3 The warranties in this Clause 12 are exclusive and Licensee acknowledges that there are no other expressed or implied warranties or conditions applicable to this Agreement, including warranties as to the adequacy or suitability of (name of Licensor) information disclosed to Licensee under this Agreement or that products made by its use are adequate or suitable for any particular purpose.

CLAUSE 13 – PATENT INDEMNITY

- 13.1 Licensee must promptly give notice to (name of Licensor) of any claim or suit brought by a third party and alleging that Licensee's operation of the relevant Unit is an infringement of a third party patent in India which is published before the date this Agreement is signed by (name of Licensor).
- 13.2 Provided the claim or suit referred to in Clause 13.1 is based solely on the operation of the relevant Licensed Process in the Unit in accordance with (name of Licensor) Information disclosed to Licensee before the Start-up date, then:
- (a) (name of Licensor) will at its own option, take one or more of the following actions:
 - (i) Recommended to Licensee such modifications to the Unit or its operation so as to avoid the alleged infringement or
 - (ii) Settle the claim or suit, if necessary by concluding a patent license with the third party' or
 - (iii) Defend the claim or suit before the appropriate courts(s); and
 - (b) Provided Licensee complies with its obligations under this Clause 13, (name of Licensor) will indemnify Licensee and hold Licensee harmless from any damages or costs awarded against Licensee as a result of any decree or judgment delivered by the court before which a claim or suit referred to in Clause 13.1 is brought, provided also that, if payment of such damages or costs is suspended pending appeal, (name of Licensor), obligation under this Clause 13.2 (b) will be suspended pending and subject to,

the final outcome of such appeal.

- 13.3 Licensee must promptly provide such assistance as (name of Licensor) may request in setting or defending such claim or suit referred to in Clause 13.1 including the implementation in the Unit of such modifications as (name of Licensor) recommends to avoid the alleged infringement. Furthermore, Licensee must take no action, nor make any statements, which could prejudice (name of Licensor) position in the settlement or defence of the claim or suit.
- 13.5 (name of Licensor)'s total liability under this Clause 13 will not exceed% of the net amounts received by (name of Licensor) under Clause 8.1, and is subject to the overall limitation of liability in Clause 14.5.

CLAUSE 14 – LIABILITY

- 14.1 This clause 14 sets out the entire liability of (name of Licensor) to Licensee, whether arising in contract tort (including negligence) or otherwise.
- 14.2 Neither Party excludes or limits its liability for fraud or for personal or bodily injury (including illness or death) arising from its negligence or for any liability to the extent such liability cannot be excluded or limited as a matter of Law. This Clause does not affect the indemnities given in its agreement.
- 14.3 To the Extent permitted by Law, each Party excludes any liability to the other for:
- (a) loss of actual or anticipated profit;
 - (b) business interruption;
 - (c) loss of goodwill or reputation ; or
 - (d) any indirect, special or consequential loss,
- arising out of or in connection with this Agreement, the construction and engineering of the Unit and the operation of the Licensed Process in the Unit or the effect of any product from the Unit, whether arising in contract, tort or otherwise and even if such loss or business interruption was reasonably foreseeable, except where such loss or business interruption arises out of or in connection with of information or as expressly provided otherwise in this Agreement.
- 14.4 Except when caused due to Willful Misconduct, or Gross Negligence of the other Party's managerial or senior supervisory personnel, each Party waives all claims for recovery from the other Party for any personal or bodily injury (including illness or death) to any of its personnel or any loss

of or damage to any of its property, and each Party (“Indemnifying Party”) agrees to fully release protect, defend, indemnify and hold harmless the other Party (Indemnified Party”) and its affiliates, from any and all claims, facilities, and demands for (a) personal or bodily injury (including illness or death) to any employee of the Indemnifying Party or that of any of its affiliates, or (b) loss of or damage to the property of the Indemnifying Party or that of any of its affiliates, In any way arising out of or in connection with this Agreement, even if such claims, liabilities, or demands are caused by, or arise out of the negligence of the Indemnified Party or its affiliates, contractors, subcontractors, its employees or agents (but not for Wilful Misconduct or Gross negligence of Indemnified Party’s managerial or senior supervisory personnel).

14.5 To the extent permitted by Law and subject to Clause 14.4 (name of Licensor)’ total liability to Licensee for any liability arising in contract tort (including negligence) or otherwise, cost or expense:

- (a) Sustained by Licensee; and
- (b) Arising out of or in connection with this Agreement, the Construction, engineering and operation of the Licensed Process in the Unit or the effect of any product from the Unit,

Will not, in aggregate, exceed 100% of the net amounts received by (name of Licensor) under Clause 8.1.

14.6 For the avoidance of doubt, Clause 14.3 and 14.5 apply to any liability arising under Clause 5, 12 or Clause 13, except as expressly provided otherwise in this Agreement All exclusions and indemnities given by (name of Licensor) under this Clause 14 do not apply in the case of the Gross Negligence or Wilful Misconduct of Licensee’s managerial or senior supervisory personnel.

14.7 In recognition of the advisory nature of the information and services provided by (name of Licensor) under this Agreement, Licensee acknowledges that it has the sole responsibility for accepting or rejecting (name of Licensor)’ advice and recommendations. Notwithstanding the provisions of Clause 14.3, Licensee indemnifies and holds (name of Licensor) harmless against any loss, damage, cost or expense incurred by (name of Licensor) in connection with claims or actions against (name of Licensor) (including claims or actions alleging negligence) for loss damage (including the environment) or injury (including personnel injury and death) sustained by a third party and arising out of or in connection with this Agreement, the construction, engineering and operation of the Licensed Process in the Unit or the effect of any product from the Unit.

Where such loss, damage, cost or expense results solely from the Gross Negligence or Willful Misconduct of (name of Licensor)’ managerial or senior supervisory personnel, Licensee has no aforesaid obligation to

indemnify and hold (name of Licensor) harmless as mentioned here in above.

- 14.8 If any Affiliate or agent of (name of Licensor) performs an obligation or provides a service for (name of Licensor) under this Agreement, it is deemed to be performance or rendering by (name of Licensor). Licensee accordingly release all Affiliates or agents of (name of Licensor) and any directors or employees of (name of Licensor) or of Affiliates or agents of (name of Licensor) from any liability, including liability for negligence, connected with any such performance or rendering.
- 14.9 All exclusions and limitations of liability and indemnities in favour of (name of Licensor) in this Agreement extend also to Affiliates of (name of Licensor) and to all officers, employees and agents of (name of Licensor) and Affiliates of (name of Licensor) ("Identified Third Parties"). An Identified Third party is entitled to enforce the terms of this Agreement in its own right as if it were party to it.

The Parties may rescind or vary this Agreement without the prior written consent of any identified Third Party. Except as expressly provided in this Clause 14, none of the provisions of this Agreement are enforceable by any third party.

CLAUSE- 15 INSURANCE

- 15.1 Licensee shall maintain insurance as required by applicable Law, as well as third party liability insurance covering bodily injury and property damage with coverage and limits deemed adequate to cover its liabilities and obligations under this Agreement and at Law. In the event Licensee procures a construction All Risks ("CAR") insurance policy to cover any loss or damage to the Unit, Licensee shall ensure (name of Licensor), is included as an additional insured. To the extent permitted by applicable Law, insurance policies shall include a waiver of subrogation in favour of (name of Licensor) but only to the extent of the obligations and liabilities assumed by Licensee under Clause 14. Licensee shall provide a copy of all such insurance certificates upon the request of (name of Licensor).

SECTION D : GENERAL CLAUSE 16 – ASSIGNMENT

- 16.1 Licensee will not sell lease or otherwise transfer any of its rights of ownership and/or use in the Units without the prior written consent of (name of Licensor), which shall not be unreasonably withheld provided that the transferee is not a competitor. For the purpose of this Agreement, "Competitor" means any entity or person whose work consists in whole or in part of the development or sale of equipment and/or process technology for the production of synthesis gas via gasification.
- 16.2 Notwithstanding the provisions of Clause 16.1, Licensee agrees to and shall assign this Agreement to Project Owner according to a separate and Assumption Agreement entered into by and among (name of Licensor), Licensee and Project Owner (substantially in the form attached hereto as

Schedule 9 and in form acceptable to (name of Licensor), if and when Project Owner becomes the owner and operator of the Plant, subject to Licensee having paid to (name of Licensor) all amounts due, including those pursuant to clause 8. As of the date of assignment and subject to payment to (name of Licensor) of the full fees pursuant to Clause 8.1, the definition of "Purpose" in Clause 1.1 shall be automatically replaced by a new definition as follows:

"Purpose" means the engineering, procurement construction and maintenance of the Plant and the operation of the Licensed Process in the Plant and use of the resulting product.

16.3 For the avoidance of doubt, the Parties agree that the assignment referred to in Clause 16.2 shall be subject to and conditional upon the following:

- (a) The total liability vis-a-vis Licensee and Project Owner together shall in no event exceed the cap in Clause 14.5;
- (b) (name of Licensor)' rights against Licensee and Licensee's obligations to (name of Licensor) (including the obligation to indemnify "(name of Licensor)) will be assumed by Project Owner as if Project was a party to this Agreement from the Effective Date; and
- (c) The clauses mentioned in Clause 22.6 the survive expiry, assignment or termination of this Agreement shall continue to be binding upon Licensee.

16.4 Upon the date of assignment, Licensee shall return to (name of Licensor) all copies of the (name of Licensor) Information in its possession or control and ensure that all evidence of the (name of Licensor) has been deleted or permanently removed from any computer equipment on which it is stored for Licensee. Upon such date, Licensee ensures to take all reasonable efforts to return to (name of Licensor) all copies of the (name of Licensor) Information provided by Licensee to third parties pursuant to Clause 6.2.

CLAUSE 17 – VISITORS TO THE PLANT

17.1 Licensee shall, upon reasonable notice from (name of Licensor), ensure to take all reasonable efforts to arrange to grant access to the Plant during normal business hours to third parties to observe the operation of the Plant provided that they are accompanied at all times representatives of (name of Licensor).

CLAUSE 18 – LAW AND ARBITRATION

18.1 This Agreement and any Dispute will be exclusively governed by and constructed in accordance with the laws of excluding conflict of laws rules and choice of law principles that would deem otherwise. Except in so far as otherwise specially stated in this Agreement, both (name of

Licensor) and Licensee retain all rights and remedies, both under this Agreement and at law, which either may have against the other.

- 18.2 The Parties will, in good faith and using all reasonable efforts, take all steps as may be necessary or desirable to settle any Dispute through amicable negotiations and other constructive discussions. In the event that one party fails to engage in the amicable negotiation process or the parties are unable to resolve a Dispute within 30 working days of such negotiations starting, then either Party may refer the Dispute to be resolved in accordance with Clause 18.3.
- 18.3 All disputes arising out of or in connection with this Agreement shall be submitted to the International court of Arbitration of the international Chamber of Commerce and shall be finally settled by arbitration under the Rules of Arbitration of the international Chamber of Commerce ("Rules")
- 18.4 The arbitral tribunal (the "Tribunal") shall consist of three arbitrators to be appointed in accordance with the Rules.
- 18.5 The seat of the arbitration shall be Singapore.
- 18.6 The language of the arbitration shall be English.
- 18.7 Any award rendered by the Tribunal shall be made in writing and shall be final and binding on the Parties. The Parties undertake to carry out the award without delay.
- 18.8 All aspects of the arbitration shall be confidential. Save to the extent required by law, no aspect of the proceedings , documentation, or any (partial or final) award or order or any other person by either Party or its counsel, agents, corporate parents, affiliates or subsidiaries without the prior written consent of the other Party.
- 18.9 Nothing in the clause 18 shall be construed as preventing either Party from seeking conservatory or similar interim relief from any court with competent jurisdiction.
- 18.10 The arbitrators shall have a nationality different from the nationalities of the Parties.
- 18.11 In respect of any Dispute, each Party, for itself and on behalf of its affiliates, expressly waives any right to claim or recover from the other Party, and the Tribunal is not empowered to award, punitive, exemplary, moral, multiple or similar non- compensatory damages.
- 18.12 The International Bar Association (IBA) Rules on the taking of Evidence in International Arbitration shall apply to the arbitration.
- 18.13 Each Party hereby waives, to the fullest extent permitted by law: (i) any right under the laws of any jurisdiction to apply to any court or other judicial authority to determine any preliminary point of law, and/or (ii) any right it may otherwise have under the laws of any jurisdiction to appeal or otherwise challenge the award, other than on the same grounds on which

recognition and enforcement of any award may be refused under Article V of the

18.14 In respect of any Dispute between the Parties, Licensee to the fullest extent possible irrevocably waives and agrees not to claim any right of sovereign immunity to which it may now or later be entitled in relation to itself or any of its Assets, including any right of sovereign immunity from service of process, jurisdiction, suit, judgment, set-off, counterclaim, attachment, enforcement or execution and whether arising from any arbitration, litigation, expert determination, mediation or any other method of dispute resolution. The irrevocable waiver in this Clause 18.14 includes a waiver of any right of sovereign immunity in respect of pre-judgment interim relief and post-judgment execution of any judgment or arbitral award. Licensee acknowledges that its rights and obligations here under are of a commercial and commercial and non-governmental nature.

CLAUSE 19 – ENTIRE AGREEMENT, AMENDMENTS AND WAIVERS

19.1 This agreement (including the Schedules) sets out the entire agreement between the Parties in connection with its subject matter and supersedes all previous understandings, oral or written, between the Parties or any pre-contractual statements relating to the same subject matter. Each Party acknowledges that it has not relied on any statements, oral or written, made before the effective Date.

19.2 This Agreement may be amended only in writing signed by both Parties.

19.3 A failure or delay by a Party to enforce a right, exercise a power or seek a remedy under this Agreement is not a waiver of that right, power or remedy. A waiver of a right, power or remedy under this Agreement must be in writing, signed by the Party giving the waiver.

CLAUSE 20 – SEVERABILITY

If any provision of this Agreement is invalid, unenforceable, or prohibited by Laws of the place where it is to be performed or enforced, then:

- (a) if the provision would not be invalid, unenforceable or prohibited if a word or words were omitted, then that word or those words are excluded; and
- (b) Otherwise, the whole provision is severed,

Except that if Licensee's obligation to pay (name of Licensor) under this Agreement is invalid, unenforceable or prohibited, then

(name of Licensor) may terminate this Agreement with immediate effect by giving notice to Licensee.

CLAUSE 21 - FORCE MAJEURE

- 21.1 For the purposes of this Agreement, "Force Majeure" means, in relation to either Party, a circumstance beyond the reasonable control of that Party (the "Claiming Party"), including lock outs, fires, acts of God or the public enemy, riots, incendiaries, acts of terrorism, a deterioration in the security environment in the region, changes in the Laws and/or order of any Authority, or failures or delays in delivery on the part of providers of communication facilities.
- 21.2 The Claiming Party will not be in breach of this Agreement or otherwise liable to the other Party (the "Non-claiming Party") for any delay in performance or any non- performance of any obligations under this Agreement (and the time for performance will be extended accordingly), other than obligations to make payments or preserve the secrecy of (name of Licensor) Information, if and to the extent that the delay or non- performance is owing to Force Majeure. The Claiming Party must promptly notify the Non-claiming Party of the nature and extent of the circumstances giving rise to Force Majeure.
- 21.3 If the Force Majeure in question prevails for a continuous period in excess of 12 months after the date on which the Force Majeure begins, a Party may give notice to the other Party to terminate this Agreement. The notice to terminate must specify the termination date, which must be not less than 30 days after the date on which the notice to terminate is given. Once a notice to termination has been validly given, the Agreement will terminate on the terminator date set out in the notice. Neither Party has liability to the other in respect of termination of this Agreement due to Force Majeure except in relation to liabilities arising prior to the date of termination.

CLAUSE 22 - TERM AND TERMINATION

- 22.1 This Agreement becomes effective upon the Effective Date, and expires 1 year after the Licensee permanently stops operating the Licensed Process in 1he Plant, unless:
- (a) Terminated earlier in accordant with its terms;
 - (b) Mechanical Completion has not occurred five years after the Effective Date, in which case this Agreement may be terminated upon the Parties' mutual written agreement.

- 22.2 If a Party breaches any of its obligations under this Agreement and has not remedied and/or indemnified the other Party for such breach within 60 days after breaching Party has received notice from the non-breaching Party requiring the breaching Party to remedy and/or indemnify the other Party for such breach, then unless the breaching Party refers the matter to arbitration under Clause 18 before the end of the 60 days, the non-breaching Party may terminate this Agreement by giving 30 days written notice to the breaching Party.
- 22.3 (name of Licensor) may, at its election, terminate this Agreement with immediate effect by giving notice to Licensee (i) upon the institution by or against Licensee of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Licensee's debts, (ii) upon Licensee making an assignment for the benefit of creditors, (iii) upon Licensee's dissolution or ceasing to do business or (iv) upon a breach of Clause 11 by Licensee. Without prejudice to (name of Licensor) right under this Clause 22.3, Licensee must promptly give notice to (name of Licensor) if it is subject to any one or more of such events.
- 22.4 If (name of Licensor) forms the reasonable view that there has been a decrease in Licensee's credit rating which may unreasonably delay or prevent Licensee from making a payment under this Agreement, (name of Licensor) may, at its election, suspend the performance of all or any of its obligations under this Agreement or terminate this Agreement with immediate effect by giving notice to Licensee unless Licensee provides credit support acceptable to (name of Licensor). If (name of Licensor) elects to suspend the performance of any such obligations, (name of Licensor) reserves the right to resume the performance of those obligations if there has been an acceptable improvement in Licensee's credit rating in such time frame as reasonably determined by (name of Licensor).
- 22.5 If, at the time of termination of this Agreement under Clause 21 or this Clause 22, Licensee has not paid to (name of Licensor) all of the amount referred to in Clause 8.1 and Clause 8.2, then:
- (a) Subject to Clause 22.5(b), with effect from that date Licensee must:
- (i) Immediately stop using the Licensed Process;
 - (ii) Return to (name of Licensor) all copies of the (name of Licensor) information in its possession or control; and
 - (iii) ensure that all evidence of the (name of Licensor) Information has been deleted or permanently

removed from any computer equipment on which it is stored for Licensee; or

- (b) if Licensee wants to continue to use the Licensed Process under this Agreement and is otherwise not in breach of this Agreement and Clause 22.3 does not apply, then it may elect to pay all amounts referred to in Clause 8.1 and Clause 8.2 on or before the date of termination, in which case the license granted under Clause 2 will be fully paid up, and Clause 22.5(a) does not apply.

22.6 Expiry, assignment or termination of this Agreement does not affect any obligation incurred by the Party in default or any rights accrued to the aggrieved Party before such date of cancellation. Despite any termination of this Agreement, provided Licensee has paid to (name of Licensor) all of the amounts referred to in Clause 8.1 and clause 8.2, then Clause 2 remain in full force and effect until one year after the Licensee permanently stops operating the Process in the Plant. Despite any expiry, assignment or termination of this Agreement, Clause 6, Clause 7, Clauses 9.4 and 9.5, Clause 11, Clause 14, Clause 15, Clause 18, Clause 22 and Clause 25 remain in full force and effect.

CLAUSE 23 - ADDRESS FOR NOTICES

A Party must hand deliver, send by pre-paid post or facsimile all notices and other communications under this Agreement to the other Party in writing, to the address for the other Party as detailed below, or another address as varied by any notice. All notices under this Agreement must be in English or if not in English, accompanied by an English translation made by a translator and certified by an officer of the Party giving the notice to be accurate.

For (name of Licensor):

For Licensee :

CLAUSE 24 - COSTS AND EXPENSES

Each Party must pay its own cost arising in connection with the preparation and execution of this Agreement (including legal costs).

CLAUSE 25 – PUBLICITY

Neither Party may disclose the other Party's name, trademarks or logos in any public statement or document, whether by way of press statement, publication, Internet, or otherwise, except with the prior written consent of the other Party.

CLAUSE 26 – COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of that is deemed an original, but all of which taken together constitute one single agreement between the Parties.

If requested by (name of Licensor), Licensee agrees to use (name of Licensor)'s, designated on-line tool to sign with a digital signature, except where prohibited by applicable law. If signed digitally, Licensee and (name of Licensor) agree to waive any right to dispute the genuineness of the signature, or the admissibility of the Agreement, where the challenge is based on the absence of a physical signature.

[The remaining space is left blank intentionally and a signature page follows.]

SIGNED IN DUPLICATE ORIGINAL

Signed by (name of Licensor)

Signature :

Name :

Title :

Place :

Signed by Licensee

Signature :

Name :

Title :

Place :

SCHEDULE 1 - THE PLANT

The Plant in, India is to contain the following units for the following Licensed Process.

The final design capacity of the Coal Gasification Unit is subject to and based on the final BDP/BDEP provided by (name of Licensor) to Licensee prepared under the final agreed basis of design.

Refer to Schedule 8 for complete description of the Plant.

SCHEDULE 2 – FEEDSTOCK

The Feedstock for the Coal Gasification Unit is defined in Schedule 8 and will be the basis of any Performance guarantees as defined in this respect in Schedule 3. All Feedstock properties will be subject to amendment under Clause 3.3 under the preparation and completion of the process.

SCHEDULE 3 – GUARANTEES AND SETTLEMENT PAYMENTS

		(Calendar Days)	Licensors	Attendees
BDP/BDEP Phase Services				
Kick Off Meeting in Office	In Office			
BDP Review Meeting	In Office			
BDP Clarifications	In Office			
BDP Updating after Changes	In Office			
BDEP Clarifications	In Office			
BDEP Review Meeting	In Office			

Services	Location	Including (Calendar Days)	(name of Licensors)	Attendees	Comments
Post-BDEP Phase Services					
Detailed Engineering (Process P & IDs, Utility P & IDs, Selected important Equipment, critical Systems) 3-D Model Review (30%, 60%, 90%)	In Office				
	Out of Office				
DCS/ESD Factory acceptance test	Out of Office				
Mechanical Completion Inspection (pre-MCI and MCI)	Out of Office				
DCS/ESD Site acceptance test	Out of Office				
Process and Mechanical support before Start-Up	Out of Office				
Process and Mechanical Support after Start-Up	Out of Office				
Performance test and preparation test	Out of Office				
Training - Classroom training	Out of Office				
Training - Simulator	Out of Office				
Training-Construction	Out of Office				

Training				
Training- Operator Training before Start-Up	Out of Office			
IP Equipment design, manufacturing and installation Support- Goal Burner	Out of Office			
IP Equipment — Key Gasification Equipment Technical Tender Basis Preparation and Support for KGE Procurement	Out of Office			

❖ Actual time spent for each mandatory service item under Post-BDEP services can be adjusted by the Parties upon mutual agreement in writing.

Operation Phase Services*

On-site support	Out of Office			
Remote support	In Office			

* Normal one working day means 8 hours working time.

Other than training proposed by (name of Licensor), following must be the part of Training to be provided to Project Owner by (name of Licensor):

Three weeks training to Process Engineers and Senior Operation's Personnel on process flow and equipment, process control, maintenance procedures, analytical procedures, metallurgy and safety. Plant start up, shutdown, emergency procedures and production quality along with trouble shooting analysis. Each participant to receive a process technology training manual.

*Operation Phase Services are provided to the Project Owner only.

SCHEDULE 6 – DAILY FEES

“Home Office” is defined as within oror (name of Licensor) 's rates, valid until Date/Month for Home Office services are:

Title	Rate
Specialist per hour

”Outside Home Office“ is defined as outside....., or and includes Services / activities performed outside, or

(name of Licensor) 's rates, valid until Date/Month/Year, for Outside Home Office services are:

Title	Rate
Specialist per hour

The rate applies per calendar day of assignment, and includes travel costs, accommodation and daily subsistence costs.

SCHEDULE 7 – AUTHORIZED VENDOR AND PROPRIETARY EQUIPMENT

In the development of the (name of Licensor) Coal Gasification Process, specialized equipment was developed with the manufacturer. As this equipment is applied under stringent process conditions, the possibilities to obtain this equipment from alternative suppliers' are often very limited. As this equipment is critical for the proper functioning of the (name of Licensor) Coal Gasification plant, utilizing equipment designed and manufactured by the specified authorized vendors is a condition for (name of Licensor)'s guaranteeing the process performance (which guarantees are independent of any equipment guarantees extended by the vendors). Table 4.2 in Schedule 8 lists the authorized vendors for the (name of Licensor) Coal Gasification proprietary equipment.

For the equipment where "Authorized Vendors" are specified, Licensee shall not procure any such equipment from a vendor that is not approved by or on behalf of (name of Licensor) to supply that particular equipment. Procurement from non-approved vendors may cause void of the performance guarantees.

Please refer to Schedule 8 for the detailed list.

SCHEDULE 8 - TECHNICAL APPENDICES

SAMPLE

SCHEDULE 9 - ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (THIS "AGREEMENT") is entered into as of [.....], 20[.....] among Licensee ("Assignee") and (name of Licensor) Assignor, Assignee and (name of Licensor) may be referred to hereinafter collectively as the "Parties" or individually as "Party".

WITNESSTH:

WHEREAS, Assignor is the party with (name of Licensor) to that certain Gasification Processes License Agreement, dated as of [.....] (such Coal Gasification processes License Agreement, as amended, modified and/or supplemented from time to time, the "**Assigned Contract**"), whereby (name of Licensor) Licenses certain technologies to Assignor for the engineering, procurement, construction, supervisory operation, and maintenances assistance of Assignee's Project (as defined in the Assigned Contract);

WHEREAS, Assignor desires to assign to assignee, the owner of the projects, certain of Assignor's right, title and interest in and to, and obligation under, the Assigned contract as of the date hereof, and Assignee desires to accepts such assignment and assume such right, title, interest and obligations of Assignor under the Assigned Contract as of the date hereof.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby expressly acknowledged, the parties hereby agree as follows:

1. **Capitalized Terms** Unless otherwise explicitly defined in this Agreement, the capitalized terms under this Agreement shall have the same meaning ascribed to them under the Assigned Contract.
2. **Assignment** As of the Assignment Effective Date, Assignor does hereby convey, assign, transfer and set over to Assignee, all of Assignor's right, title, interest in and to and obligations under Clauses [1, 2, 6, 7, 9, 10, 11, 12.1, 12.3, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26] of the Assigned Contract (the 'Assigned Provisions'). For the purpose of this Agreement, 'Assignment Effective Date refers to the date when the following conditions are all satisfied: (i) Assignee becomes the owner and operator of the Plant; and (ii) Assignor has paid to (name of Licensor) all amounts due under the Assigned Contract
3. **Acceptance and Assumption** As of the Assignment Effective Date, Assignee hereby accepts such assignment and hereby assumes, confirms and agrees to pay, perform and observe all of the obligations, duties and liabilities of Assignor under the Assigned Provisions. Assignor shall remain responsible for, and (name of Licensor) shall look solely to Assignor for, the payment, performance and observation of all obligations, duties and liabilities under the Assigned Contract other than the Assigned Provisions.
4. **Consent** (name of Licensor) hereby contents to the assignment, assumption and acceptance of the Assigned provisions described in decision thereof.

5. **Exceptions** Notwithstanding anything herein to the contrary, Clauses [2, 6, 7, 9, 11, 16.3, 16.4, 18, 23, 24, and 25] of the Assigned Contract shall remain in full force and effect between Assignor and (name of Licensor), provided that the right and license granted to Assignor under Clause 2 of the Assigned Provisions shall (i) remain in full force and effect solely to the extent that are necessary for Assignor to perform the supervisory operation and maintenance assistance of the Project for Assignee after this Assignment Effective Date, which shall be approved by (name of Licensor) in writing in advance, and (ii) be terminated upon Assignor's completion of the aforesaid supervisory operation and maintenance assistance.

6. **Additional Agreement between (name of Licensor) and Assignee**

a. If the Plant undergoes a Revamp, Assignee must pay to (name of Licensor) a paid-up royalty calculated at the following rates for each calendar year until the tenth year after the Assignment Elective Date:

For the Coal Gasification Process of (.....) per normal cubic meter of syngas, in respect of the number of cubic meters by which the capacity of single gasifier, as revamped, exceeds the guaranteed capacity of single gasifier (142,000 NCM3/Hr) specified in the Schedule 3.

Licensee must maintain records as are necessary to determine the royalties due under this Section o. Such records shall include the information of actual output of capacity for each calendar year and be submitted to (name of Licensor) on Month/Day of the following calendar year. The payment must be paid by the Licensee to (name of Licensor) within 30 working days of its receipt of (name of Licensor)' invoice.

For the purpose of this Agreement, "Revamp" means the addition, modification, or replacement of any item of equipment in the relevant Unit which results in an increase in the design capacity beyond which is as defined in the schedule 3. Revamp does not include an increase in the quantity of feedstock processed in the relevant Unit that results solely from a change in operating technique.

b. (name of Licensor) will provide the following services to the Assignee:

Services	Location	Included (Mand Days)	(name of Licensor) Attendances	Comments
On-site support	Out of Office			
Remote support	In Office			

c. When requested by Assignee, (name of Licensor) shall, within five years of the Assignment Effective Date, arrange for Assignee to be provided with information for the operation of the Licensed Process in the Rant such as the experiences sharing on operation methods and maintenance, and to be participated to the customer conference

organized by (name of Licensor) if applicable.

7. **Notices** For purposes of Clause 23 of the Assigned Provisions, Assignee's contact information shall be as follows:

.....
.....
.....

8. **Representations and Warranties** Assignee represents and warrants as of the date hereof that (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has full power to execute, deliver and perform this Agreement and the Assigned Provisions, (b) the execution, delivery and performance of his Agreement and the Assigned Provisions have been and remain duly authorized by all necessary corporate action and do not contravene any provision of law or its constitutional documents or any contractual restriction binding on such party or its assets and (c) this Agreement and the Assigned Provisions constitute the legal, valid and binding obligation of Assignee enforceable against it in accordance with its terms, except as limited by general principles of equity and bankruptcy, insolvency and similar laws.

9. **Further Assurances** upon the reasonable request of any Party' at any time after the date hereof, the other Party(ies) shall, at the cost and expense of the requesting Party, exercise commercially reasonable efforts to execute and deliver, without representation, warranty or recourse, such further Instruments of assignment, transfer, conveyance, endorsement, direction or authorization and other documents as the requesting Party or its counsel may reasonably request in order to effectuate the purposes of this Agreement.

10. **Entire Agreement** This Agreement, together with the Assigned Provisions and the other documents referred to therein, constitutes, on and as of the date hereof, the entire agreement of the Parties with respect to the subject matter hereof, and all prior or contemporaneous understandings or agreements, whether written or oral, among the Parties with respect to the subject matter hereof or thereof are hereby superseded in their entirety.

11. **Miscellaneous** This Agreement (s) shall not be waived, amended or modified except by an instrument in writing executed by the Parties hereto, (b) may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, and (c) shall be binding upon the successors and assigns of the Parties. Section and title headings in this Agreement are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

12. **Governing Law** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to its conflicts of law provisions.

IN WITNESS WHEREOF each party hereto has caused this Assignment and Assumption Agreement

to be duly executed and delivered by its duly authorized representative as of the date first above written.

LICENSEE

As Assignor

By: _____

Name: _____

Title: _____

.....**(Project Owner)**

As Assignee

By: _____

Name: _____

Title: _____

(name of Licensor)

By: _____

Name: _____

Title: _____

