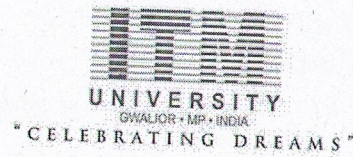


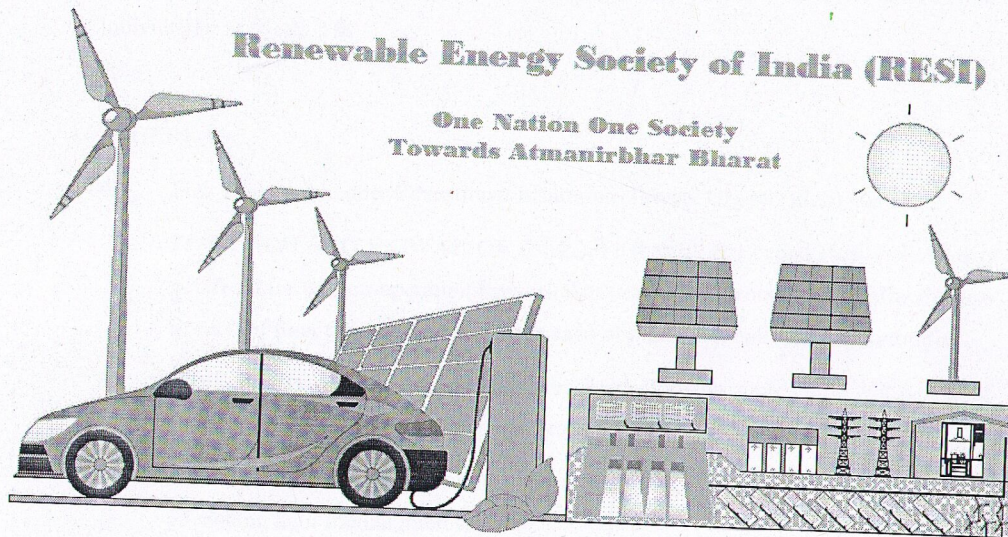
MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

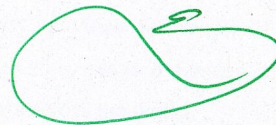


ITM UNIVERSITY
GWALIOR (M.P.)

&



RENEWABLE ENERGY SOCIETY OF INDIA (RESI)



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this day Date....., by and between

ITM UNIVERSITY GWALIOR (M.P.), THE FIRST PARTY represented herein by **Dr. Sher Singh Bhakar, Vice Chancellor, ITM University Gwalior, NH-44, Bypass Turari, Jhansi Road, Gwalior M.P.)** (Hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

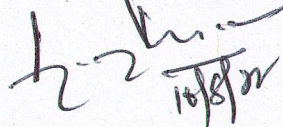
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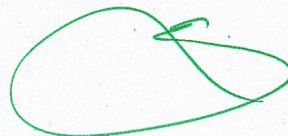
THE "RENEWABLE ENERGY SOCIETY OF INDIA" (RESI) SECOND PARTY represented herein by **Shri Ajay Mishra (IAS Retd.), Director General, Renewable Energy Society of India (RESI), RESI Secretariat, Shri Shri K. K. Sharma Marg, New Delhi 110003)** (hereinafter referred as 'Second Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party is a Higher Educational Institution (Private Organization) named:
ITM UNIVERSITY GWALIOR (M.P.), First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- B) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research in the field of Renewable Energy.
- C) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- D) **RENEWABLE ENERGY SOCIETY OF INDIA (RESI),** the RESI is a leading organization which works in the field of research, development and allied regulatory and policy areas in the field of Renewable Energy (RE). As a center of excellence for expertise and creativity, a voice for renewable energies and a network hub, and a source of consultation, plays a leading role in the energy revolution with multiple active members across the world.


10/8/22



- E) RESI supports the scientific swarms of organizations, laboratories / researchers / academics / forum researchers / students / international groups and R&D partners in crucial fields such as grid integration, storage, power system planning, renewable energy systems, infrastructure, utilities and related climate-related issues.
- F) RESI, the Second Party, is promoting the harnessing, harvesting the Renewable Energy along with creating awareness in society at large regarding use of renewable energy through conducting webinars, conferences/workshops/Panel Discussion and serving as a platform for showcasing research & development efforts and innovation in renewable energy technologies to make the systems and projects more effective and efficient.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. In doing so as the first step the First Party shall establish a Local Chapter in their educational institution with at least Two Faculty Coordinators and Minimum 10 students with No Registration Fee and any other charges). The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the members of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry/Society and Nation at large, the Second Party.

The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practicable , enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

The MoU shall be renewed after expiry of One Calendar Year from the date of signing.

Handwritten signature in black ink, possibly reading "H. K. ... 10/1/2017"

Handwritten signature in green ink, possibly reading "RESI"

CLAUSE 2 SCOPE OF THE MoU

The maturing diploma holders/graduates/post graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness in the realm of renewable energy society/industry academia. Both parties believe that close co-operation between the two would be of major benefit to the community to enhance their skills and knowledge in developing and applying for development, improvement, installation and usage of renewable energy systems/products.

Local Chapter Activities: Second Party shall organize activities related to usage and promotion of Renewable Energy to make students and local populace aware of the same in the vicinity of the location wherein the institution is situated and will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully. The institute shall be free to use Logo of RESI with a condition that all such activities be conducted with Prior Approval of RESI authorities. The local chapter shall be effective from date of signing of MoU along with the communication of Names and Details of maximum Two Faculty Coordinators and at least 10 student members by the competent authority of First Party. The Local Chapter Coordinators shall get registered as Senior Member & Students shall get registered as Student Members up to level of Graduation and Member category for Master and above, of the Second Party i.e. RESI that shall facilitate the same without any registration charges.

Additional Member shall be charged 50% of registration fee, as applicable in any category of membership.

Industrial Training & Visits: The Society (RESI) and Institution interaction will give an insight in to the latest developments / requirements of the renewable energy industries associated with RESI; the Second Party to permit the Faculty and Students of the First Party to avail expertise and infrastructure and also involve in the Training Programs for the Second Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The First Party will provide its Class Rooms/Seminar Halls / etc for the hands-on training of the learners enrolled/registered with the Second Party.

Research and Development: Both Parties have agreed to carry out the R&D activities under the ambit of the Second Party i.e. RESI.

Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

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10/1/2018

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Platform for Student Projects/ Innovations: Second party shall offer a platform for project and innovation/patent/design related work to be carried out in the realm of Renewable Energy, of the students in Online/Offline mode to showcase, suggest improvisation and offering overall guidance from the technical experts associated with the second party.

Expert Talk/Guest Lectures: Second Party shall extend the necessary support to deliver Expert Talk and Guest Lectures to the students of the First Party on the technology trends and in house requirements.

Faculty Development Programs: Second Party to train the Faculty members of First Party for imparting training as per the industrial and academic requirement considering the National Occupational Standards in concerned sector, if available.

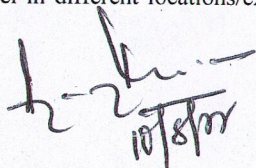
Placement Aid to Student Members: Second Party will actively engage to help and assist in the delivery of the training to the student members of the First Party into internships/job placements in the relevant sector.

Institutional Participation: The First Party i.e. educational institutions shall ensure participation of Faculty Coordinator and Students in all the Online Activities conducted by the Second Party i.e, RESI without any financial charges. However the institutes are free to decide on participation or otherwise in offline activities of RESI wherein no participation Fee shall be charged by RESI to registered student members and faculty coordinators, however TA/DA/Conveyance/Accommodation expenses are to be borne by the First Party only etc.

Certificates: Only the Second Party shall issue a Certificate of Participation **without any fee/charges** to students/faculty members after ensuring successful completion and complying with the terms and conditions of the activity concerned.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

There is no financial commitment on the part of the First & Second Party, to take up any programme mentioned in the MoU. If there is any financial consideration (visit/travel in different locations/expert), it will be dealt with separately with the approval.


10/8/20



CLAUSE 3 INTELLECTUAL PROPERTY

Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

This Agreement will be valid for one Calendar Year from the date of signing until it is expressly terminated by either Party on mutually agreed terms, during which period the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of RESI, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU. Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations. However the MoU shall be renewable after one calendar year through mutual consent.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent entities, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of New Delhi.

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10/8/20

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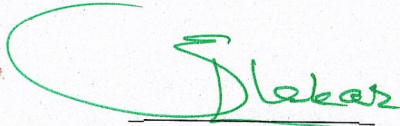
AGREED:

For ITM University

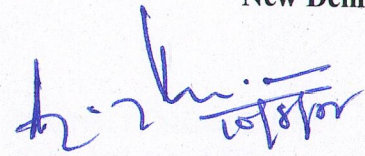
Gwalior (M.P.)

For Renewable Energy Society of India

New Delhi



Authorized Signatory



Authorized Signatory

ITM UNIVERSITY GWALIOR (M.P.),	RENEWABLE ENERGY SOCIETY OF INDIA
Address : Dr. Sher Singh Bhakar, Vice Chancellor ITM University Gwalior NH-44, Bypass Turari Jhansi Road , Gwalior (M.P.) PIN 475001 www.itmuniversity.ac.in	Shri Ajay Mishra, (IAS Retd.) Director General, RESI SHRI SHRI K K SHARMA ROAD, RESI Secretariat, New Delhi 110003 www.resi.org.in
Contact Details : +919053470379	Contact Details: +91 7702560077
E-mails : vc@itmuniversity.ac.in	E-mails: dg@resi.org.in
Website : https://itmuniversity.ac.in	Web:- www.resi.org.in