

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING BETWEEN POWER SYSTEM OPERATION CORPORATION Ltd. a wholly owned subsidiary of POWERGRID CORPORATION OF INDIA LTD AND INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR FOR CARRYING OUT JOINT RESEARCH, TECHNICAL PROJECTS AND CAPACITY BUILDING

This Memorandum of Understanding (MOU) is made on the Nov. 14, 2014 between Indian Institute of Technology Kharagpur having its office at, Kharagpur-721302(hereinafter referred to as "IITKGP" which expression shall unless repugnant to the context herein include its administrative successors, executors and permitted assigns) of the First Part

AND

Power System Operation Corporation Limited, a wholly owned subsidiary of POWERGRID CORPORATION OF INDIA LTD, incorporated under the Companies Act, 1956, having its Registered Office at B-9, 1ST floor, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 (hereinafter referred to as "POSOCO" which expression shall unless repugnant to the context herein include its administrators, successors, executors and permitted assigns) of the Second part.

(IIT Kharagpur and POSOCO are hereinafter individually referred to as the 'Party' and collectively as 'Parties')

1. OBJECTIVES OF THE MoU

The objectives of the MOU are:

- a) To promote research/education and training activities for further refinement in operation and management of power systems.
- b) To promote industry-academia collaboration by facilitating exchange of information between the parties.

2. TECHNICAL AREAS OF COLLABORATION

- a) Both the parties shall evolve a mutually acceptable schedule to develop capacity building programs (either at IIT Kharagpur or at POSOCO), hold seminars, invite talks and exchange visits;
- b) Identification of issues of mutual interest and development of topics and possible agenda for exchanging information;
- c) Providing expert opinion and knowledge support in areas for the deployment of new technologies in Power System Operation and control.
- d) Consultancy in areas of mutual interest.
- e) Sponsoring R&D projects, which may be carried out wholly at the IITKGP or at premises of POSOCO or partly at IITKGP and partly at POSOCO.
- f) Sponsoring eligible employees of POSOCO as per Company Rules for higher studies, specialized courses (Degree/Diploma/Certificate or any other suitable courses at IITKGP). The eligibility criteria and selection will be as per IITKGP norms.
- g) Exchange of Data & Operational Inputs to encourage further study and research.
- h) Any other appropriate area of collaboration agreed upon between the IITKGP and POSOCO.

The parties may identify specific project(s) in any of the above areas and a separate agreement shall be entered into between the two parties containing the details of collaborative

programmes, roles and responsibilities of IITKGP and POSOCO, and sharing of expenditure and facilities etc.

3. CONFIDENTIALITY

- a) During and for a period of three years from the date of disclosure, each party agree to consider as confidential all information identified as confidential by the disclosing party in written or tangible form or, if orally disclosed and confirmed in writing within thirty days of disclosure.
- b) The obligation above shall not extend to any confidential information for which the receiving party can prove that this information
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligation of confidentiality to the disclosing party
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order.
- c) All data not identified as confidential can be used for technical and research publication. For use of confidential data in publications written permission must be obtained.

4. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and division, are free to pursue other agreement or collaboration of any kind. However, when entering into a particular research agreement the participants may agree to limit each party's right to collaborate with others on that subject.

5. TERM of MoU

This MOU, unless extended by mutual written agreement of the parties, shall be valid for a period of **5years** from the date of execution of the MOU. This MOU may be amended by mutual written agreement of the parties at any time.

6. TERMINATION

This MOU may be terminated by mutual agreement between the parties. However, either party shall have the right to unilaterally terminate this MOU giving 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligation of the participants under any Agreement, Confidentiality clause as referenced in clause 3 above, or any other agreement, entered into pursuant to this MOU shall survive any such termination.

7. RELATIONSHIP

Nothing in this MOU shall be construed to make a party a partner, an agent or legal representative of other for any purpose. This MOU shall not create a legally binding agreement between the parties.

8. COORDINATORS

Prof. A K Sinha of IIT Kharagpur will be the coordinator from IIT Kharagpur and Mr. S R Narasimhan, Additional General Manager, NLDC will be the co-ordinator from POSOCO for implementation of this agreement.

9. INTELLECTUAL PROPERTY RIGHTS

The Intellectual Property Rights (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case to case basis and will be consistent with officially laid down IPR policies of the two parties.

10. ASSIGNMENT

It is understood by the Parties herein that this MOU is based on the professional competence and exposure of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligation arising hereunder, either wholly or in part, to any third party.

11. COST

Each party shall bear its own costs.

12. SETTLEMENT OF DISPUTE

Any dispute or differences arising out of or in connection with this MOU, in the first place to the extent possible, be resolved amicably between the parties failing which the same shall be settled in accordance with the provision of Arbitration and Conciliation Act, 1996.

IN WITNESS WHEREOF, the Parties hereto have duly executed this MOU by their duly authorized representatives in duplicate on the date, month & year first above written.

FOR AND ON BEHALF OF
IIT Kharagpur



(Director)

FOR AND ON BEHALF OF
Power System Operation Corporation Ltd.



(Executive Director, N.L.D.C.)

विनायक कुमार अग्रवाल
V. K. AGRAWAL

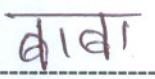
कार्यपालक निदेशक (ए.ए.सी.सी.-पोसोको)

Executive Director (N.L.D.C.-POSOCO)

1.   (S. R. NARASIMHAN)

Witness:  (A.K. Sinha)

1. _____
2. _____

2.  (K.V.S. Baba)