



दिल्ली DELHI

L 619089

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING IS EXECUTED ON THIS 9th Day of August 2010 between POWERGRID CORPORATION OF INDIA LIMITED having its registered office at B-9 Qutab Institutional Area (Hereinafter called the "POWERGRID") which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns a Government of India enterprise, incorporated under the companies Act,1956, having its Registered office at B-9, Qutub Institutional Area, Katwaria Sarai, New Delhi

AND

Jamia Millia Islamia, a Central University created by an enactment of the Parliament of India (i.e. Jamia Millia Islamia Act, 1988) and is a body corporate with a perpetual succession and a common seal (acting through its Registrar (Hereinafter called the "INSTITUTION"))

WHEREAS it is the statutory object of the Jamia Millia Islamia University to disseminate and advance knowledge by providing instructional, research and extension facilities in such branches of learning as it may deem fit and it shall endeavor to provide to students and teachers the necessary atmosphere and facilities for the promotion of mutual Interaction.

NOW THEREFORE the INSTITUTION and the POWERGRID have intended, agreed and consented to the following terms and deeds in pursuance of a common intent.

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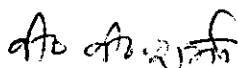
1. FIELD OF CO-OPERATION

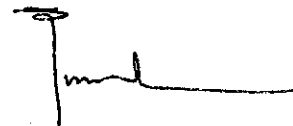
- (a) Both the institutions shall evolve a mutually acceptable schedule to develop programs, hold seminars and exchange visits;
- (b) Identification of issues of mutual interest and development of topics and possible agendas for exchanging information;
- (c) Providing expert opinion and knowledge support in areas for the deployment of new technology such as Substation automation, Scada/EMS etc.
- (d) Organizing interactive sessions, panel discussions, invited talks, educational tours/visits in areas of mutual interest.
- (e) Consultancy in areas of mutual interest.
- (f) Capacity building of POWERGRID personnel through tailor made programmes conducted by the INSTITUTION in areas of interest to POWERGRID.
- (g) Participation in seminars, visits, and exchanges.
- (h) Sponsoring R&D projects, which may be carried out wholly at the INSTITUTION or at premises of POWERGRID or partly at the INSTITUTION and partly at POWERGRID.
- (i) Sponsoring student projects/fellowship in Undergraduate, Graduate & Ph.D. degree programs at the INSTITUTION.
- (j) Sponsoring eligible employees of POWERGRID for higher studies, specialized courses (Degree/Diploma/Certificate or any other suitable courses in the INSTITUTION). The eligibility criteria for selection will be as per mutual agreement.
- (k) Any other appropriate area of collaboration agreed upon between the INSTITUTION and POWERGRID.

The parties may identify specific project(s) in any of the above areas and if required a separate agreement may be entered into between the two parties containing the details of collaborative programmes, roles and responsibilities of INSTITUTION and POWERGRID, and sharing of expenditure and facilities etc.

2. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.





b. The obligations 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 obligations of confidentiality to the disclosing party,
- is independently developed by the receiving party; or
- is required to be disclosed by law or court order.

3. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations 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.

4. TERM

This MOU, unless extended by mutual written agreement of the parties, shall be valid for a period of 3 years from the date of execution of the MOU. This MOU may be amended by mutual written agreement of the parties at any time.

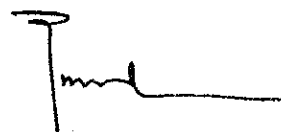
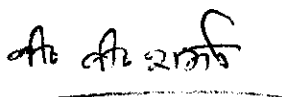
5. TERMINATION

This MOU may be terminated by mutual agreement between the parties. However, either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Agreement, Confidentiality clause as referenced in clause 2 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

6. RELATIONSHIP

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

7. ASSIGNMENT



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

8. COSTS

The costs shall be borne between the parties as per the mutual agreement.

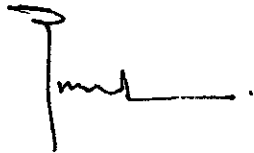
9. SETTLEMENT OF DISPUTE

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 provisions of Arbitration and Conciliation Act, 1996.

10. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Understanding.

IN WITNESS WHEREOF, the parties, hereto acting through their duly authorized representative, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

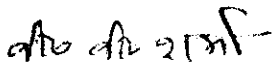


(Registrar)

Authorized signatory on behalf of Jamia Millia Islamia

Seal:

Date: 09th August, 2010



Authorized signatory on behalf of POWERGRID

Seal:

Date: 9/8/2010

WITNESSES:

1. Vineta Aarwal
9/8/2010

2. Muni Sharma
9/8/10