



उत्तर प्रदेश UTTAR PRADESH

UPNEDA-INRE, University of Lucknow MoU

Related to Renewable Energy, Green Hydrogen, and Skill Development

This Memorandum of Understanding ("MoU") is effective as on 16th May 2023, by and between UP New and Renewable Energy Development Agency (Department of Additional Sources of Energy GOUP) having its office at Vibhuti Khand, Gomti Nagar, Lucknow- 226010, hereinafter referred as UPNEDA,

And

Institute of New and Renewable Energy, University of Lucknow, a research and educational institution of national importance, which just completed its glorious 100 years in November 2020, hereinafter referred as "INRE-LU,".

The parties shall hereinafter be referred to individually as "party" and together as "parties".

Background

1. India is critically dependent on energy imports, and recent developments across the globe have highlighted how cartelisation by OPEC and supply shocks due to global events like Covid and Ukraine war can completely derail India's economic growth. While India was already moving towards renewable energy in its quest for noble goals, recent events have completely changed the perspective to mission-critical mode.
2. Globally, Energy sector is undergoing developments at a pace which can readily be called revolutionary. In such a scenario, the selection of technology, customisation and adoptions become a real challenge. Besides administrative decision making - a strong element of technology is essential.
3. Institute of New and Renewable Energy, University of Lucknow has been acting as a knowledge partner of UPNEDA, helping policies making in renewable energy sector, and hence this MOU can be leveraged in order to achieve the objective of the government.

Purpose

4. The purpose of this MOU is to strive for as follows:
 - a. Energy efficiency towards sustainable living.
 - b. Replacement of fossil fuels in transportation and industrial sectors.
 - c. To train skilled manpower for direct absorption in power projects.
 - d. Progressive transformation of renewable energy from a peripheral to the central role.

Objectives

5. The objective of this MOU are as follows:

- a. Identification, selection, and evaluation of technologies best suited for UP.
- b. Analysis and evolution of policy frameworks.
- c. Resolution of issues related to design, adoption and implementation.
- d. Industry participation and integration with government initiatives

Scope of Intervention

6. Specific areas of intervention covered under this MOU would be as follows:

- a. To train skilled manpower for solar energy projects.
- b. Consultancy for across-the-board adoption of green hydrogen in energy storage, transportation, industrial and domestic sectors.
- c. Consultancy to reduce power demand and supply imbalance and increase the ratio of renewable power in the overall energy mix.
- d. Consultancy for Solar based land and water transportation.
- e. Consultancy for Waste Management like agri-waste in power and industrial sectors.
- f. Consultancy for Increase the share of bio-fuels in the energy mix towards import substitution, price stability and boost to rural economy.
- g. Consultancy for Energy conservation in buildings through material, design, and policy measures.

Terms of Engagement

7. INRE-LU will be carrying out actions on behalf of the UPNEDA as a consultant government agency. There are three ways INRE-LU can undertake an assignment:

- a. Assignment carried out with internal resources. In this case, cost would be as per laid down norms.
- b. Project-based manpower hired for assignment. In this case, the manpower plan will be submitted for approval based on prevailing scales for different grades of manpower. Overheads for INRE-LU will be as laid down.
- c. Execution through industry partner(s) and startups. In this case, laid down process will be followed for the engagement of industry partners(s).
- d. Any activity undertaken shall be through a separate agreement.

8. Resources and Assets

- a. Manpower resources can be a combination of internal, project-based manpower and industry partners. Requirement for each assignment will be planned out and estimated as per the prevailing norms.
- b. Material resources up to pilot project stage will be procured and managed by INRE-LU through a separate agreement. Subsequent procurement and execution will be carried out by the UPNEDA.
- c. All field assets will become the property of the UPNEDA on completion of the assignment. Lab level assets will remain with INRE-LU as project expense.
- d. UPNEDA will provide access to infrastructural facilities and financial resources to INRE-LU on mutually agreed terms and conditions to fulfil the tasks under the scope delineated above with prior approval of Government of UP.

10. The results and outcomes achieved under the MOU will be jointly documented and published annually.

Intellectual Property

11. Ownership of any background intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) shall remain with the Party owning it.

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed during the course of this MOU shall be decided through a separate project-specific agreement.

Effective date, duration & termination of the MOU

12. The MoU shall be effective from the effective date and shall remain in force for a period of Five (05) years. The Party may extend the term in writing. The MoU may be terminated by either Party by giving a written notice of 60 days to the other Party, mentioning sufficient cause for such termination. However, both Parties will ensure that the provisions of this MOU shall continue to apply to all activities in progress until their completion. Clauses 3, 5, 6, 7, 8, 9, and 10 shall survive the termination or expiration of this MoU.

Confidentiality

13. a. Confidential information includes all communication of information disclosed in documentary or tangible form between the Parties, including oral, written,

and machine-readable form, pertaining to the above which is indicated as confidential. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made.

b. Confidential information includes information:

1. Disclosed by or on behalf of the Disclosing Party to the Receiving Party,
2. Otherwise learned or ascertained by the Receiving Party from inspection and/or evaluation of sample(s) identified by the Disclosing Party as confidential and provided to the Receiving Party by or on behalf of the Disclosing Party (sample(s)) and/or,
3. Otherwise learned or ascertained by the Receiving Party from the Disclosing Party.

c. The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as Receiving Party uses in maintaining as confidential its own confidential information, but always at least a reasonable of care; due diligence will be taken by both the Parties in the maintenance of confidential information.

d. The Receiving Party will use the confidential information only for the above-mentioned purpose.

e. The Receiving Party will restrict disclosure of the confidential information of the Disclosing Party solely to those employees, subsidiaries, parent, and affiliated companies of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.

- h. The obligation of non-disclosure of confidential information shall survive for 3 years after the expiry/termination of this MoU.

No Liability

14. Neither Party, nor any of their affiliates nor their or their affiliates respective directors, officers, employees, subcontractors, or agents shall be liable to the other Party for any special, incidental, indirect or consequential damages (including, but not limited to, contract, negligence, and tort liability) in connection with or arising out of this MoU.

Publicity

15. Neither Party shall use the name of the other Party or its employees in any advertisement, press release or publicity with reference to this MoU without prior written approval of the other Party, except for necessary governmental disclosures.

Independent Contractors

16. For the purposes of this MoU, the Parties hereto are independent contractors and nothing contained in this MoU shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint ventures.

Assignment

17. This MoU shall not be assigned by either Party without the prior written consent of the other, to any third party. In case of any such assignment, the party taking up the assignment shall succeed to the rights, benefits, titles, duties, interests

and obligations, and liabilities of the Party making such an assignment under the MoU.

Amendment

18. Any amendment or variation to this MoU shall be made by a written MoU between the Parties.

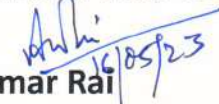
Arbitration and Governing Law

19. This MoU shall be constructed, governed, interpreted, and applied in accordance with the laws of India and the courts of Lucknow shall have the exclusive jurisdiction.

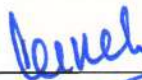
The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this MoU by negotiation. If the matter cannot be resolved in the normal course of business, within ten (10) days after the dispute arises, any interested Party shall give the other Party written notice of any such dispute not resolved, after which the dispute shall be referred to Director, INRE-LU and Director UPNEDA who will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. In case an amicable settlement of any disputes arising out of or relating to this MoU is not achieved within thirty (30) days after written notice is received, such dispute shall be referred to arbitration under the Rules of Arbitration and Conciliation Act, 1996 (as amended from time to time), by one (1) sole arbitrator appointed in accordance with said Rules. The seat of the arbitration shall be Lucknow. The arbitration shall be conducted in the English language and the award shall be final and binding upon the Parties. Each Party shall bear its own costs of the arbitration unless the arbitrator otherwise directs.

In witness thereof, the Parties hereto have signed this MoU on the Effective Date mentioned hereinbefore.

For and on behalf of INRE-LU


Prof. Alok Kumar Rai
Honorable Vice Chancellor

Vice-Chancellor
Lucknow University



16/05/2023

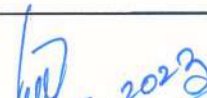
Prof. Poonam Tandon
Dean of Students Welfare

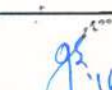


Dr. Jyotsna Singh
Director, INRE

For and on behalf of UPNEDA


Shri Anupam Shukla (IAS)
Director UPNEDA


Shri Ajay Kumar
Senior Project Officer, UPNEDA
UPNEDA, Lucknow


16.05.2023
(Ajay Kumar)
Senior Project Officer-2
UPNEDA, Lucknow