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Article 5 General Agreement

Not Applicable

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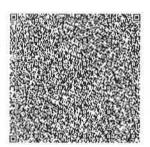
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JAMIA MILIA ISLAMIA

POSOCO

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MEMORANDUM OF UNDERSTANDING BETWEEN POWER SYSTEM OPERATION
CORPORATION Ltd. a wholly owned subsidiary of POWERGRID CORPORATION OF
INDIA LTD AND JAMIA MILIA ISLAMIA, NEW DELHI FOR JOINT RESEARCH,
TECHNICAL PROJECTS AND CAPACITY BUILDING AS AN INDUSTRY INSTITUTION
COLLABRATION INITIATIVE

THIS MEMORANDUM OF UNDERSTANDING IS EXECUTED ON THIS 28<sup>th</sup> Day of October 2016 between **POWER SYSTEM OPERATION CORPORATION LIMITED** having its registered office at B-9 Qutab Institutional Area (Hereinafter called "POSOCO")

Statutory Alert: Statistical

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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, Qutab Institutional Area, New Delhi

#### **AND**

Jamia Milia Islamia, a Central University created by an enactment of the Parliament of India (i.e. Jamia Milia 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 statutory object of the Jamia Milia 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 endeavour to provide to students and teachers the necessary atmosphere and facilities for the promotion of mutual interaction.

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

## 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 POSOCO personnel through tailor made programmes conducted by the INSTITUTION in areas of interest to POSOCO.
- g) Participation in seminars, visits, and exchange.
- h) Sponsoring R&D projects, which may be carried out wholly at the INSTITUTION or at premises of POSOCO or partly at the INSTITUTION and partly at POSOCO.
- i) Sponsoring student projects/fellowship in Undergraduate, Graduate & Ph.D. degree programs at the INSTITUTION.
- j) Sponsoring eligible employees of POSOCO 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 POSOCO.

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

Registrar Willia Islamia (A Ceanal University) New Delhi-110025 Mosinter Mousinter

collaborative programmes, roles and responsibilities of INSTITUTION and POSOCO, 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 from or, if orally disclosed confirmed in writing thirty days of disclosure and identified as confidential by the disclosing party.
- 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.

#### 3. NON-EXCLUSITIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and division, are free to pursue order agreement or collaboration of any kind. However, when entering into a particular research agreement the participants mar agree to limit each party's right to collaboration 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 obligation 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 obligation shall survive any such termination.

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#### 6. RELATIONSHIP

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

#### 7. ASSIGNMENT

It this understood by the Parties herein this MOU is based on the professional competence and exposure or 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.

## 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 provision 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.

FOR AND BEHALF OF

FOR AND BEHALF OF

Jamia Milia Islamia

(Registrar)

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(A Central Les (40) 160) New Delhi-1 (00) 5

Witnesses:-

1. (HOLLYA JAIN)

(Chief Executive Officer)

Power System Operation Corporation Ltd (POSOCO)

Seal

सुशील कुमार सोनी S. K. SOONEE मुख्य कार्यपालक अधिकारी (पीमोकी) CEO (POSOCO)

Date-

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