

मध्य प्रदेश MADHYA PRADESH

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MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

2 1 SEP 2021

20407/2024

School of Energy and Environmental Studies,

Devi Ahilya Vishwavidyalaya, Takshashila Campus, Khandwa Road Indore-452001 (M.P.)

&

Ecofav Services Private Limited

Registered Address: Plot No. 62, IRIS Park, Talawali Chanda, Indore – 453771 (M.P

Mahesh Jaiswal Natary Dist Moore (M.P.) INDIA

FOR ECOFAV SERVICES PVT.LTD.

DIRECTOR

School of Energy & Environmental Studies
Devi Ahilya Vishwavidyalaya
(Vibrandiya Road) Cents

(Khandwa Road) Campus Indoce 4526

29497/2021

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered on 21th September, 2021.

BETWEEN

School of Energy & Environmental Studies, Devi Ahilya Vishwavidyalaya, Takshashila Campus, Khandwa Road, Indore (MP) - 452001 represented herein by Dr. R. N. Singh (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).

AND

Ecofav Services Private Limited, having its registered office at Plot No. 62, IRIS Park, Talawali Chanda, Indore - 453771 (M.P.), and represented herein by its Executive Director, Mr. Sanjay Sharma, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - inoffice, administrators and assigns).

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

WHEREAS:

- First Party is a Higher Educational Institution named: A) School of Energy & Environmental Studies, Devi Ahilya Vishwavidyalaya, Indore
- B) 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.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interest.

Ecofav Services Private Limited, the Second Party is engaged in Technical E) Consulting, Third Party Inspection, Certification, Capacity building business worldwide in the Renewable (including wind, solar, hydro power projects), Oil

FOR ECOFAV SERVICES PVT.LTD

NOTARY Distt. INDORE (M.P.) INDIA

DIRECTOR

School of Energy & Environmental Studies Devi Ahilya Vishwavidyalaya

(Khandwa Road) Campus Indore - 45200

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& Gas, Environmental aspects, Special Economic Zones, Ports, Agri Logistics etc. business sectors.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS M₀U, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 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. 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.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 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 practical, 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.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 Curriculum Design: Second Party will give valuable inputs to the First Party in

Mahesh Zalawal NOTARY

FOR ECOFAV SERVICES PVT.LTD.

DistL INDORE (M.P.) INDIA

DIRECTOR

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teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

- Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First 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 Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 Internships and Placement of Students: Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 Research and Development: Both Parties have agreed to carry out the joint research activities in the field of energy and environment.
- 2.6 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.
- 2.7 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.8 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.

FOR ECOFAV SERVICES PVT.LTD.

Distt INDORE (M.P.) INDIA

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There is no financial commitment on the part of the School of Energy & 2.10 Environmental Studies, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

3.1 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 until it is expressly terminated by either Party on 4.1 mutually agreed terms, during which period Ecofav Services Private Limited, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of Training Partner or Ecofav Services Private Limited, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.
- 4.2 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

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, 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.

FOR ECOFAV SERVICES PVT.LTD

Dist. INDORE (MLP.) INDIA

DIRECTOR

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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 Indore.

AGREED:

For School of Energy & Environmental Studies, Devi Ahilya Vishwavidyalaya

> School of Energy & Environmental Studies Devi Ahilya Vishwavidyalaya

(Khandwa Road) Campus Indore - 452001

Authorized Signatory

Address: Takshashila Campus, Khandwa

Road, Indore (M.P.) - 452001

Contact Details: +91 9893660149

E-mails: rnsingh.seema@gmail.com

Web: sees.dauniv.ac.in

Ecofav Services Private Limited CIN: U93000MP2017PTC042330

FOR ECOFAV SERVICES PVT.LTD.

Authorized Signatory

Plot No. 62, IRIS Park, Talawali Chanda, Indore

(M.P.) - 453771

Contact Details: +91 8447155205

E-mails: info@ecofav.org

Web: www.ecofav.org

Witness 1

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Witness 4

Witness 2

Mahesh FOR ECOFAV SERVICES PVT.LTD.

DistL INDORE (M.P.) INDIA

DIRECTOR



MEMORANDUM OF Date TO SEP 2021
UNDERSTANDING (MOU)

BETWEEN

School of Energy and Environmental Studies, Devi Ahilya Vishwavidyalaya, Takshilka Campus, Khandwa Road Indore-452001 (M.P.)

&

EKI Energy Services Limited. EnKing Embassy.
Plot 48, Scheme No. 78, Part II, Vijay Nagar, Indore
452010 (M.P.)

ATTESTED

MOHAN PAL OTARY, DIST. INDORE M.P. GOVT

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12937 16 SEP LUK!

EKI ENERGY SERVICES LIMITED

Add:- EnKing Embassy, Plot 48, behind vrindavan hotel, Part II, Vijay Nagar, Indore, Madhya Pradesh 452010

BY HAND - DAULAT

AADHAR CARD- 8025 0831 6852







MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this 21st day of September 2021.

BETWEEN

School of Energy & Environmental Studies, Devi Ahilya Vishwavidayala, Takshashila Campus, Khandwa Road, Indore (MP) - 452001 represented herein by its Dr. Satendta Pall Singh (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).

AND

No. M.P./23/10/10: 21-व (बी) हिंद्रा Services Limited, EnKing Embassy, Plot 48, Scheme No. 78, Part II, Vijay Nagar, 2023 Indore \$2010 (M.P.) and represented herein by its VP & Head – HR Admin, Mr. Abhishek K ompetent Authority / Representative, (hereinafter referred to as 'Second Party' or hapany", which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

MOHAN PA(First Party and Second Party are hereinafter jointly referred to as 'Parties' and Notary, Dist. Instadividually as 'Party')

No. M.P./23/10/107 21-年(前) 2019**VHEREAS**:

First Party is a Higher Educational Institution named:

School of Energy & Environmental Studies, Devi Ahilya Vishwavidayala, Indore

- First Party & Second Party believe that collaboration and co-operation between B) themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- The Parties intent to cooperate and focus their efforts on cooperation within area C) of Skill Based Training, Education and Research.
- Both Parties, being legal entities in themselves desire to sign this MOU for D) advancing their mutual interest.
- EKI Energy Services Limited, the Second Party is engaged in Business of E)

M.P. GOVT

2 0 SEP 2021

Consulting, Auditing & Trading of Carbon Credit.

- F) EKI Energy Services Ltd., is promoted by Mr. Manish Dabkara, EnKing Embassy, Plot 48, Scheme No. 78, Part II, Vijay Nagar, Indore- 452010, Madhya Pradesh, India.
- G) Company engaged in consulting, auditing and trading of Carbon Credit's across the World.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS: CLAUSE 1: CO-OPERATION

- 1.1 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.

 1.2. AP/23/10/FAE 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.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

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represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter

between the Parties. Along with the Definitive Documents, this MOU shall

hereof.

ATTESTED

2.0 SEP 2021

School of Energy & Environmental Studies Devi Ahilya Vishwavidyalaya (Khandwa Road) Campus Indore - 452001

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CLAUSE 2: SCOPE OF THE MOU

- 2.1 The student graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 Curriculum Design: Second Party 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.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party.

 The industrial training and exposure provided to students and faculty through this training and exposure and prepare the students to have a smooth transform from academic to working career. The Second Party will provide its Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- Internships and Placement of Students: Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
 - **2.5** Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Solar Energy Thermal.
 - 2.6 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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- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.8 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.
- 2.10 There is no financial commitment on the part of the School of Energy & Environmental Studies, Devi Ahilya Vishwavidayala, Takshashila Campus, the First Party to take up any program mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3: INTELLECTUAL PROPERTY

No. M.P./23/10/107
21-7 (301) 2019 Nothing contained in this MOU shall, by express grant, implication, Estoppels
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01 otherwise, create in either Party any right, title, interest, or license in or to the
OUT. Of interest of the contained in this MOU shall, by express grant, implication, Estoppels
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CLAUSE 4: VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on MOHAN PAI mutually agreed terms, during which period EKI Energy Services Limited, the M.P. Govt. Second Party, as the case may be, will take effective steps for implementation of No. M.P./23/10/10 2015this MOU. Any act on the part of Training Partner or Energy Sector, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
 - 4.2 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

20 SEP 2021

School of Energy & Environmental Studies Devi Ahilya Vishwavidyalaya (Khandwa Road) Campus Indore - 452001

MOHAN PAL NOTARY, DIST, INDORE M.P. GOVT

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and Second **Party** are acting under this MOU as independent contractors, 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.

First Party

Second Party

No. M.P./23/10/10/py divergence or difference derived from the interpretation or application of the 21-4 (41) 2010/10/ph hall be resolved by arbitration between the parties as per the Arbitration Act 1996. The arbitration tribunal shall consist of 1 arbitrator, shall be mutually appointed by both the parties. The place of the arbitration shall be at Indore. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Indore.

MOHAN PAL Notary, Dist. Indore M.P. Govt. No. M.P./23/10/107 21-平 (前) 2019 -2023

2 0 SEP 2021

NOTARY, DIST. INDORE

AGREED:

For Name of Institution

School of Energy & Environmental Studies Devi Ahilya Vishwavidyalaya (Khandwa Road) Campus Indore - 45200

Authorized Signatory

For EKI Energy Services Limited

For EKI Energy Services Limited CIN No.-U74200MP2011PLC025904

Authorised Signatory

Authorized Signatory

School of Energy & Environmental Studies, Devi Ahilya Vishwavidayala	EKI Energy Services Limited,
Address: Takshashila Campus, Khandwa Road, Indore (MP) - 452001	EnKing Embassy, Plot 48, Scheme No 78, Part II, Vijay Nagar, Indore 452010 MP
Contact Details: 9424009418	Contact Details: 9881061253
E-mails: spsanjali@gmail.com	E-mails: a.verma@enkingint.org
Web: sees.dauniv.ac.in	Web: www.enkingint.org

No. M.P./23/10/107 21-व (बी) 2019

mahash Jashin (Asst. Grade II) Witness 2:

Witness 3 (Peon) Kafoor (Peon)

Witness 4: Chauelhy
(Professor).

20 SEP 2021

MOHAN PAL Notary, Dist. Indore M.P. Govt.

No. M.P./23/10/107 21-즉 (회) 2019

-2023

MOHAN PAL NOTARY, DIST. INDORES



मध्य प्रदेश MADHYA PRADESH

2 1-SEP 2021 - 2049 8 /2021

BR 370883

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

School of Energy and Environmental Studies,
Devi Ahilya Vishwavidyalaya, Takshashila Campus,
Khandwa Road Indore-452001 (M.P.)

&

Empirical Exergy Private Limited, 201
Om Apartment, 214 Indrapuri, Bhawar Kuwa
Indore-452001 (M.P.)

Matesif Jaiswal NOTARY Dist INDORE (M.P.) INDIA

For Empirical Exergy Private Limited

Authorised Signatory

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29498 2021

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered on 21st day of September 2021.

BETWEEN

School of Energy & Environmental Studies, Devi Ahilya Vishwavidyalaya, Takshashila Campus, Khandwa Road, Indore (MP) – 452001 represented herein by its Dr. Ram Narayan Singh (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).

AND

Empirical Exergy Private Limited, Flat No, 201,Om Apartment, 214 Indrapuri, Bhawar Kuwa Indore-452001 (M.P.), Madhya Pradesh, India, and represented herein by its Director, Er. Rajesh Kumar Singadiya Competent Authority / Representative, (hereinafter referred to as "Second Party", company 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')

WHEREAS:

- A) First Party is a Higher Educational Institution named:

 School of Energy & Environmental Studies, Devi Ahilya Vishwavidyalaya, Indore
- B) 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.
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For Empirical Exergy Private Limite

Authorised Signatory

Notary
Dist INDORE (M.P.) INDIA

For Emplifical Exergy Private Limited Indore (SLP.)

School of Energy & Environmental Studie
Devi Ahilya Vishwavidyalaya

(Khandwa Road) Camp

fore - 45

21 SEP 2021 -

- D) Both Parties, being legal entities in themselves-desire to sign this MOU for advancing their mutual interest.
- E) Empirical Exergy Private Limited, the Second Party is engaged in Business, Energy Audit, Skill Development, Education and R&D Services in the fields of Energy Conservation, Energy Management and related fields.
- F) Empirical Exergy Private Limited is promoted by Er Flat No, 201,Om Apartment, 214 Indrapuri, Bhawar-Kuwa Indore-452001 (M.P.), Madhya Pradesh, India,
- G) Company engaged in Energy and Environmental Management Services as well as prompting energy efficient and eco-friendly product.

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

CLAUSE 1 CO-OPERATION

- 1.1 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. 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.
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For Brigarical Burgy Fileste Limited Indore (M.P.)

Authorised Signatory

Mahesh Jaiswal NOTARY

Dist INDORE (M.P.) INDIA

School of Energy & Environmental Studies
Devi Ahilya, Vishwavidyalaya

(Khandwa Road) Campus Indore - 45200

29498 2021 - 2021

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.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 Curriculum Design: Second Party 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.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First 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 Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 Internships and Placement of Students: Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.

2.5 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Energy Management and Applied research for

For Empirical Energy Private Limited

Authorised Signatory

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- 2.6 **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.
- 2.7 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.8 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.
- 2.10 There is no financial commitment on the part of the **Name of institution**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

3.1 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.

For Brightcal Energy Potente Limited Indory (NLP.)

Authorised Signatory

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CLAUSE 4 VALIDITY

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4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Empirical Exergy Private Limited, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of Training Partner or Name of Industry, 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. 4.2 In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, 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.

First Party

Second 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 Indore.

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Dist INDORE (M.P.) INDIA

Authorised Signatory

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AGREED:

For Name of Institution

School of Energy & Environmental Studies Devi Ahilya Vishwavidyalaya (Ahilhavi Zahipi Sahipi Indore - 45200' For Name of Industry

d Signatory

Authorized Signatory

School of Energy & Environmental Studies, Devi Ahilya Vishwavidyalaya	Empirical Exergy Private Limited
Address: Takshashila Campus, Khandwa Road, Indore (MP) - 452001	Address: Flat No:201, Om Apartment, 214 Indrapuri, Bhawarkuwa, Indore (M.P)-452001
Contact Details: 9893660149	Contact Details: 7869327256
E-mails: rnsingh.seema@gmail.com	E-mails: eempirical18@gmail.com
Web: sees.dauniv.ac.in	Web: www.eeplgroups.com

Witness1: Zwahlam

Witness2: Vinee

Witness3!

Ramcharam Kapaer

Witness4: (Pradeep Yadav)

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Dist INDORE (M.P.) INDIA

For Empirical Energy Pa



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MEMORANDUM OF UNDERSTANDING (MoU)

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BETWEEN.

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School of Energy and Environmental Studies, Devi Ahilya Vishwavidyalaya, Takshashila Campus, Khandwa Road Indore-452001 (M.P.)

&

Manish Shah and Associates, E- 2403 Sudama Nagar, Near FoothiKothi, Indore-45209 (M.P.)

Makesh Jaiswal NOTARY Dist INDORE (M.P.) INDIA W.R. Sudh

MEMORANDUM OF UNDERSTANDING = 2.1 SEP 2021 -

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered on 21thday of September 202.

BETWEEN

School of Energy & Environmental Studies, Devi AhilyaVishwavidayala, Takshashila Campus, Khandwa Road, Indore (MP) – 452001represented herein by its Dr. Ram Narayan Singh (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).

AND

Manish Shah and Associates, E-2403 Sudama Nagar, Near Foothi, Indore452009, Madhya Pradesh, and represented herein by its Proprietor &Head, Er. Manish Shah Competent Authority / Representative, (hereinafter referred to as "Second Party", company 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')

WHEREAS:

- A) First Party is a Higher Educational Institution named: School of Energy & Environmental Studies, Devi Ahilya Vishwavidyalaya, Indore
- B) 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.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

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- D) Both Parties, being legal entities in themselves desire to sign this MpU for advancing their mutual interest.
- E) Manish Shah and Associates, the Second Party is engaged in Business, Industrial & Electrical Audits, Energy Audit, Environmental Audit, Technological Consultant in Field of Civil, Electrical & Mechanical Engineering, Sustainable Assessment, Skill Development, Education and R&D Services in the fields of Renewable Energy and related fields, A Class Electrical Contractor.
- F) Manish Shah and Associates is promoted by Er. Manish Shah, E 2403 Sudama Nagar Indore- 452009, Madhya Pradesh, India

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

CLAUSE 1 CO-OPERATION

- 1.1 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. 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.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 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 practical, 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

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NOTAR
Dist INDORE (M.P.) INDIA

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represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 Curriculum Design: Second Party 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.
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- 2.5 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of solar Energy Thermal.

2.6 **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

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School of Energy & Environmental Studies Devi Ahilya Vishwavidyalaya (Khandwa Road) Campus Indore - 45200 |

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industry ready.



- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
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4.2 Both Parties may terminate this MoU upon 30 calendar days' notice in writing.

Mahesh Jalswal

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In the event of Termination, both parties have to discharge their obligations

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CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

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First Party

Second Party

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CONTEST

Mahesh Lalawal
NOTARY
Dist INDORE (NCP.) INDIA

School of Energy & Environmental Studies Devi Ahilya Vishwavidyalaya (Khandwa Road) Campus Indore - 45200/

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AGREED:

For Name of Institution

School of Energy & Environmental Studies Devi Ahilya Vishwayidyalaya (Khanawa Road) Campus Indore - 452001 For Name of Industry

UR SUM **Authorized Signatory**

School of Energy & Environmental Studies, Devi Ahilya Vishwavidyalaya	Manish Shah and Associates
Address: Takshashila Campus, Khandwa Road, Indore (MP) - 452001	Address: E- 2403 Sudama Nagar Indore- 452009, Madhya Pradesh, India
Contact Details: 9893660149	Contact Details: 9752284244, 07313595114
E-mails: rnsingh.seema@gmail.com	E-mails: manishshahnassociates@gmail.com
Web: sees.dauniv.ac.in	Web: manishshahnassociates.com

Witness1: Anahlan Jashi

Witness2:

Witness4: (Pradeep yadaw)

Witness3:

Ramcharan Kareer

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