

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and entered into force this day of 29/10/2024 between 29/10/2026.

Energy Swaraj Foundation, a non-profit incorporated under the laws of India having its regional office at Energy Swaraj Foundation, G-3/411, Gulmohar Colony, Near Sagar Paradise, Bhopal - 462039, Madhya Pradesh, (hereinafter referred to as "Energy Swaraj Foundation"), which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns of the one part.

AND

Invertis University, a full-fledged University has been established by Govt. of Uttar Pradesh vide Act No. 22 of 2010 dated 1st September 2010 as private University & recognized by University Grant Commission (UGC) under the provision of section 2(f) of the UGC Act 1956 having its registered office at Bareilly (hereinafter referred to as "Invertis University"), which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns of the other part.

WHEREAS, Energy Swaraj Foundation is Energy Swaraj Foundation (ESF) is a section-8, not-for-profit organization, formed to establish Energy Swaraj or Energy Self-rule or Energy Independence across the world through adoption of the AMG approach. The motto of the ESF is "Energy by Locals for Locals".

WHEREAS, Invertis University, Bareilly is one of the best private universities in India that focuses on holistic life skills, professional development, and high-quality education to produce exceptional students who consistently achieve outstanding academic results.

For the purpose of this MoU, Energy Swaraj Foundation and Invertis University may be referred to individually as a "Party" and collectively as "Parties".

CAMPUS

Invertis Village, Bareilly-Lucknow National Highway-24, Bareilly (UP)-243 123

• Ph. & Telefax: (0581) 2460442, 2460443, 3390000
• Fax: (0581) 3390233, 2460454 • Email: info@invertis.org

CITY OFFICE:

B-186, Civil Lines, Opp. GPO, Bareilly-243001 • Ph.: (0581) 2429100, 2429000

www.invertisuniversity.ac.in

NOW THEREFORE, in consideration of the promises and mutual agreements contained in this MoU, each of the Parties hereby agrees as follows:

1. Areas of Collaboration

The Parties shall add value by sharing knowledge and collaborating in implementing the shared goal of enhancing sustainable practices, motivating participation, and bringing behavioral shifts for practicing optimal utilization of energy to save the environment. This shall be achieved by engaging multiple stakeholders like youth, residential and industrial associations, along with NGOs and institutions working under the sustainability space.

2. Initial Focus Areas

The initial focus areas for collaboration between the Parties include, but are not limited to:

Joint Awareness Campaigns

- Organizing collaborative campaigns to educate the public on the importance of conserving electricity and adopting energy-efficient practices.

Community Engagement Initiatives

- Implementing programs such as Energy Literacy Training and Climate Correction Day activities.
- Promoting the adoption of energy-efficient products among the masses with support from various stakeholders, including Resident and Industrial Welfare Associations, schools, and channel partners.

Workshops and Events

- Conducting educational workshops and events like the Solar Ambassador Workshop.
- Hosting initiatives such as the Energy Swaraj Yatra to spread awareness and encourage sustainable energy practices.

Establishment of Energy Swaraj Clubs and Chapters

- Initiating and forming Energy Swaraj clubs and chapters within different communities and regions to foster continuous engagement and commitment towards energy sustainability.

Empowerment through Training

- Providing comprehensive training modules to equip individuals, communities, students, and other stakeholders with the necessary knowledge and skills to effectively implement energy-saving measures.

3. Scope of the MoU

There is no financial commitment from either Party to the other Party for the aforementioned activities/specific activities. Parties at their discretion shall provide all essential data, detailed information, and manuals, if available, as required for the activities jointly undertaken by them. Parties shall render help in obtaining further details from other agencies as required for undertaking the activity.

4. Effective Date, Duration, and Termination

This MoU shall take effect upon the signing of both Parties and shall continue for 24 months from the date of signing. This MoU may also be renewed or modified by written consent of the Parties. The MoU may be terminated by either Party after giving 30 days' advance notice to the other Party. The rights and obligations of the Parties under this MoU that by their nature and context are intended to survive termination or that are specified to survive termination of this agreement shall not be extinguished by termination of this agreement.

5. Confidentiality

The Parties acknowledge that, in the course of their negotiations under this MOU, it may be necessary for one Party to provide documentation, technical and business information and/or intellectual property, in whatever form recorded (collectively, "Confidential Information"), to the other Party. All Confidential Information provided or disclosed by either Party hereunder shall remain the property of the disclosing party, and shall be held in strict confidence by the receiving Party, unless the disclosing Party otherwise consents in writing or unless disclosure of such Confidential Information is required by the applicable laws. Confidential Information disclosed by any Party hereunder

- (i) shall not be reproduced or copied, in whole or in part, by the receiving Party except for use as specifically authorized by this MOU in writing;
- (ii) shall, together with any copies thereof, be returned to the disclosing Party, or at the request of the disclosing Party, destroyed, when no longer needed for purposes of this MOU; and
- (iii) shall only be disclosed by the receiving Party to its employees on a need to know basis in connection with the performance of this MOU; and who have agreed to comply with the confidentiality obligations set forth herein.

The following information shall not be deemed as Confidential Information:

Any information which was generally available to the public at the time of disclosure, or information which becomes available to the public after disclosure by the Disclosing Party other than through fault of the Receiving party;

Any information which was already known to the Receiving Party prior to its receipt from the Disclosing Party;

Any information which is obtained at any time lawfully from a third party under circumstances permitting its use or disclosure to others; and

Any information which is developed independently by the Receiving Party other than through knowledge of the confidential information as evidenced by written records.

The Receiving Party and the Receiving Party's Representatives:

Shall keep the Confidential Information strictly confidential - using any reasonable measures to such purpose and, unless they have obtained prior written consent from the Disclosing Party, shall not disclose to any third Parties such Confidential Information. as well as the fact that the Confidential Information has been provided to the Receiving Party and / or the Receiving Party's Representatives;

The Receiving Party:

Shall restrict the disclosure of the Confidential Information to the Representatives that need to know it because of their involvement in the MOU;

Shall cause its Representatives to strictly comply with the confidentiality obligations;

Shall also be responsible for any action or inaction of its Representatives resulting in a breach of such obligations;

Nothing contained in this MOU shall be construed to mean that either Party shall have an obligation to disclose any confidential information requested by the other Party. The confidential information requested by the Receiving Party may be disclosed by the Disclosing Party to the Receiving party, in its sole discretion.

During the term of this MOU and for a period of two year from the date of termination and / or expiration of that, the Receiving Party shall not disclose confidential information to any third party without the prior written consent of the Disclosing Party, and shall not use such confidential information for any purpose other than the purpose outlined in this MOU.

The Receiving Party may disclose to any third party confidential information that is required to be disclosed by law or regulation or in response to a valid order of a court or other governmental body, but only to the extent of and for the purpose of such law, regulation or order, and only if the Receiving Party (whether legally possible) promptly notifies the disclosing party in writing of such required disclosure and uses its best efforts to seek an appropriate legal remedy including, without limitation, a protective order to maintain the confidentiality of Confidential Information or minimize disclosure thereof, and permits the Disclosing Party, at its expense to seek such legal remedy.

6. Non-binding Obligation

This MOU shall not serve to create legally binding obligations on the parties hereto except for the clauses viz. Non-binding obligations, Effectiveness of Agreement, Confidentiality, Intellectual Property Rights and Reputation, Governing Law, Dispute Resolution, Liability and consequential damages, and representation and warranty.

7. Governing Laws

This MOU shall be construed in accordance with the Laws of India, and subject to Dispute Resolution clause, the jurisdictional court of Delhi shall have exclusive jurisdiction over all the disputes arising out of this MOU

Dispute Resolution

All disputes arising out of or in connection with the present MOU, including any question regarding its existence, validity or termination, shall be resolved by mutual discussion between the Parties.

In case the dispute is not resolved through mutual discussion within 30 (thirty) days, either Party may refer the dispute to arbitration to be conducted by a sole arbitrator, who shall be jointly appointed by the Parties. The arbitration proceedings shall be governed by the Indian Arbitration & Conciliation Act, 1996 (as amended from time to time) and shall be held in Delhi. The language of arbitration shall be English. The costs of arbitration shall be borne equally by both the Parties.

The award of arbitration shall be final and binding upon the parties. Nothing in this agreement shall limit the party's right to injunctive relief or to enforce an arbitration award in any applicable competent court of law

8. Intellectual Property Rights and Reputation

Each Party shall recognize and respect the intellectual property and reputation of the other Party. Each Party agrees not to use the intellectual property, the logo(s) and/or trademark(s) of the other Party without prior written approval.

9. Force Majeure

In case either Party is unable to perform the terms of this MOU or is unable to provide any explicit and/or implied services under this MOU due to natural calamity, strikes, riots, endemic, pandemic, crime, war, litigation or any other event or circumstances beyond the control of the Parties ("Force Majeure"), The Parties shall, as soon as reasonably practicable after the occurrence of any such event (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and to resume performance under this MOU, as applicable, as soon as reasonably practicable. Both the parties shall not be liable for any loss or damage occurring during the term of this MOU resulting from any such Force Majeure event.

10. Liability and Consequential Damages

Except for a breach of either party's confidentiality obligation or a violation of a party's intellectual property rights and reputation, and notwithstanding anything else to the contrary contained herein, neither party shall be liable to the other in contract, tort or howsoever arising for any direct, incidental, indirect, punitive, special, or consequential loss or damages of any kind, or for any loss of use, loss of business, opportunity, goodwill or loss of profit.

11. Representation and Warranty

Each Party represents and warrants to the other Party that it has the power and authority to grant the rights and perform the obligations to which it commits herein

12. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. General Provisions

Upon the execution of this MOU, the Parties shall not assign or transfer any of their rights, interest and obligations hereunder to any third party without the prior written consent/approval of the other Party.

Parties shall, during the tenure of the MOU or thereafter, be free to take up, without any prejudice to other parties, consultancy/ project work like or identical as the current activity for other parties on terms and conditions as it may decide upon. However, data and information collected for this project would not be used by either party without the prior approval of the other party.

No term or provision hereof will be deemed waived, and no variation of terms or provisions hereof shall be deemed consented to, unless such waiver or consent is in writing and signed by the Party against whom such waiver or consent is sought to be enforced.

No amendment, variation, modification, replacement or alteration of any terms and conditions set forth in this MOU shall be effective unless it is made in writing and mutually agreed and consented by both Parties.

If any provision of this MOU should be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and such provision will be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law.

The Parties might decide to implement the provisions of this MOU by involving any of their Affiliates, if certain circumstances and timing require to do so.

This MOU constitutes the entire agreement between the Parties and supersedes all prior communications, commitments and agreements whether written or oral.

Nothing in this MOU may be construed as granting to each Party any powers to represent the other Party and its Affiliates.


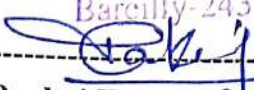


All the activities performed under the scope of this MOU will be done on a non-exclusive basis unless the Parties agree in writing to act differently.

14. Correspondence

All notices, requests or other communications under this MOU shall be address to:

Invertis University Bareilly		Energy Swaraj Foundation	
ADDRESS :	Invertis Village, Delhi Lucknow Highway NH-24, Bareilly - 243123, Uttar Pradesh, India	ADDRESS :	Energy Swaraj Foundation, G-3/411, Gulmohar Colony, Near Sagar Paradise, Bhopal - 462039, Madhya Pradesh

IN WITNESS WHEREOF, the Parties have executed this MOU and caused to be effective as of the day, month and year first written above

<p>Signed by, for on behalf of Invertis University, Bareilly</p> <p> 22.11.24</p> <p>Name: Prof. R. K. Shukla Designation: Dean, Engineering & Technology Faculty of Engineering & Technology Invertis University Bareilly-243123, UP</p> <p><u>Witness</u></p> <p>Signature: </p> <p>Name: Mr. Pankaj Tripathi 22/11/2024 Designation: Head, Dept. of Electrical Engg. Department of ECE/EE Invertis University Bareilly-243123, UP</p>	<p>Signed by, for on behalf of Energy Swaraj Foundation</p> <p>Name: PROF. CHETANRAJ SOLANKI Designation:</p> <p></p> <p><u>Witness</u></p> <p>Signature: </p> <p>Name: DR. SHRESHANS GANDHI Designation: CEO</p>
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