

Memorandum of Understanding (MoU)

This Memorandum of Understanding (MoU) is made and entered into on this **28th day of November, 2017** and is effective from the date of signing.

Between

Energy Efficiency Services Limited,

(A joint venture company of PSUs of Ministry of Power, Govt. of India)
4th Floor, IWAI Building, A-13, Sector-1, Noida – 201301 (UP)

And

The LNM Institute of Information Technology(LNMIIT),

Rupa ki Nangal, Post-Sumel, Via-Jamdoli, Jaipur-302031,(Rajasthan)



EESL



LNMIIT

1. DEFINITIONS



In this Memorandum the following expressions shall have the following meanings:

Item	Definition
DELP/ UJALA	Domestic Energy Efficient Lighting Programme now known as Unnat Jyoti by Affordable LEDs for ALL (UJALA)
EESL	Energy Efficiency Services Limited.
LNMIIT	The LNM Institute of Information Technology, popularly known as LNMIIT, was set up in the year 2002 by the LUM Foundation of Mr. L N Mittal and the Government of Rajasthan. This Institute with a large campus, infrastructure and distinguished faculty is aimed to be world-class Institute of Excellence. The LNM Institute of Information Technology (LNMIIT), is an institution of higher learning that is deemed to be a university by the UGC.
DISCOM	Distribution Company
DA	Distribution agencies deputed by EESL
ECM	Energy Conservation Measures
MoU	Memorandum of Understanding

2. PREAMBLE

2.1 **Energy Efficiency Services Limited (EESL)** is a Joint Venture Company of 4 Central Public Sector Undertakings of Ministry of Power, Government of India - NTPC Limited, Power-grid Corporation of India Limited, Power Finance Corporation and Rural Electrification Corporation. It was formed to lead the market development and implementation functions of the National Mission for Enhanced Energy Efficiency (NMEEE) which seeks to unlock the energy efficiency market of Rs. 74,000 crores. EESL obtained its Certificate of Incorporation on 10th December 2009 and obtained its certificate for Commencement of Business on 11th February 2010. EESL, with the support from DISCOMs is implementing DELP.

2.2 **The LNM Institute of Information Technology (LNMIIT):** The LNM Institute of Information Technology, popularly known as LNMIIT, was set up in the year 2002 by the LUM Foundation of Mr. L N Mittal and the Government of Rajasthan. This Institute with a large campus, infrastructure and distinguished faculty is aimed to be world-class Institute of Excellence. The LNM Institute of Information Technology (LNMIIT), is an institution of higher learning that is deemed to be a university by the UGC. It is located in Jaipur, India, spread over an area of 100 acres (40 ha). The Institute is a public-private partnership between the Lakshmi and Usha Mittal Foundation and the Government of Rajasthan as an autonomous non-profit organisation. The LNMIIT infrastructure includes on-campus housing, hostels for boys and girls, sports and medical facilities, shopping complex, studio apartments & faculty housing, an open-air theatre, lecture halls, state-of-the-art laboratories and more.

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3. Purpose and SCOPE OF MoU

This Memorandum of Understanding ("MoU") documents the in-principle understanding between EESL and LNMIIT with objective to promote energy efficiency in LNMIIT areas and develop energy efficiency projects for commercialisation of research and innovation in industries. This MoU confirms the preliminary discussions between EESL and LNMIIT regarding their respective capabilities and describes the general conditions and arrangements for further discussions between the parties. This MoU shall not be legally binding on the parties, except for section 6, section 7 and for any nominal rental payment for the use of LNMIIT infrastructure/ equipment by EESL, for which LNMIIT shall raise the invoice in the name of EESL. The exact terms and conditions of this future cooperation will be negotiated in due course and delineated in one or more definitive agreements in the future, should circumstances warrant.

Broadly, the scope of MoU covers, but not limited to,

- (i) Promotion of energy efficiency projects in LNMIIT campus(es) through on deemed energy saving based ESCO model. Projects include Energy Conservation Measures (ECMs) for lighting, air-conditioning, street lighting, pumping, e-mobility and smart meters etc.
- (ii) Promotion and use of energy efficient appliances which covers replacement of inefficient appliances by energy efficient appliances. EESL shall provide kiosk/ counters in the campus to distribute energy appliances in the campus for the residents on regular intervals on dates decided mutually. EESL shall also provide energy efficient appliances for official use on the approved rates.
- (iii) Promotion of research and innovative activities in energy efficiency programmes carried out by EESL in Rajasthan. Scholars / students / faculty of LNMIIT can participate in such research and development activity. EESL shall use laboratory services/ testing facilities/Equipment / infrastructure services related to energy efficiency programme and projects with specific prior arrangement in consultation with the LNMIIT.
- (iv) LNMIIT and EESL, both, agree to modify the terms & conditions of this MoU on mutually agreed terms & conditions.



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4. GENERAL CONDITIONS

(i) ROLES AND RESPONSIBILITIES OF LNMIIT

- i. Coordinate, facilitate and spread awareness for the relevant opportunities and services specific to this MoU.
- ii. Share information and requisite data related to equipment inventory of LNMIIT areas and campus for preparation of energy efficiency upgrade proposals.
- iii. Depute a nodal officer i.e. Dr. Kamal K Khatri, **LNMIIT Jaipur; Mobile No. 9414961287, Email ID: kk.khatri@lnmiit.ac.in** for the purpose of coordination and interaction with EESL.
- iv. Depute a group of officers for presentation of energy efficiency proposal for LNMIIT campus and industries and support in getting approval of the same.
- v. To create awareness amongst students on energy efficiency concepts through appropriate mean.
- vi. To submit details of various fee / charges to be charged against laboratory/ equipment / consultancy services and to duly notify about any change in such fees/charges from the date of signing of this MoU.

(ii) ROLES AND RESPONSIBILITIES OF EESL

- i. To provide all the required support, to LNMIIT directly or through EESL's Distribution agency for smooth distribution of energy efficient appliances to the LNMIIT.
- ii. To develop pilot projects to demonstrate market based energy efficiency projects for different services in the campus (es) of LNMIIT.
- iii. EESL shall develop market based energy efficiency proposals to upgrade energy efficiency in LNMIIT campus. Separate agreement shall be carried out based on approval of the proposals submitted to LNMIIT.
- iv. To nominate a nodal officer i.e. **Mr.Mosam Saxena, Project Engineer; Mobile No:+919867983908. Email ID;u msaxena@eesl.co.in** for the purpose of coordination and interaction with LNMIIT.

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- v. To share details of various fees/ charges to be charged from consumer/ industries and to timely notify about any change in the fees/charges from the date of signing of this MoU.
- vi. EESL/ Distributing agencies will be responsible for setting up camps for distribution of energy efficient appliances.
- vii. Share information and requisite data related to energy efficiency projects and programmes and schemes. EESL will retain the ownership of the information and data shared by EESL to LNMIIT for review and research purposes.

5. LIMITATION OF LIABILITY

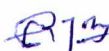
Neither party shall be liable to the other for any special, indirect, exemplary, punitive, incidental or consequential loss or damage (including any loss of revenue, income, profits or investment opportunities or claims of third party), arising out of this MoU or directly or indirectly related to the other Party's decision to terminate this MoU, the other Party's performance under this MoU, or any other decision with respect to proceeding or not proceeding with the Definitive Agreements or the Project. Further, each party acknowledges and agrees that the decision to enter into definitive agreement is the sole and absolute discretion of the other party.

6. CONFIDENTIALITY

LNMIIT and the EESL, shall be responsible for maintaining absolute secrecy and security with respect to any shared data from each-other in the broad context of respective collaborative work /projects. Data provided by EESL shall only be used for research/ analysis and shall not be used for any other purposes without prior written consent. Similarly, any technology / solution developed by the LNMIIT in this specific context shall not be used / shared by the EESL for any commercial or strategic purpose without prior written consent.

7. SETTLEMENT OF DISPUTES

If any dispute arises out of this MoU with regard to the interpretation, meaning, terms and condition, the matter shall be referred to the committee consisting of Director, LNMIIT and Managing Director, EESL; whose decision shall be final and binding upon both the parties.



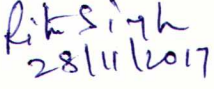





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8. DURATION

The term of this MoU shall be for a period of 5 year. Either party can terminate this MoU by giving 30 (thirty) days' notice to the other party.

Signed by (on behalf of EESL)	Signed by (on behalf of LNMIIT)
 Designation: (GIRJA SHANKAR) Energy Efficiency Services Limited, AGM Noida/Jaipur Tel.	 Dr. Rahul Banerjee Designation: Director The LNM Institute of Information Technology (LNMIIT), Jaipur
<i>In the presence of:</i>	<i>In the presence of:</i>
 28/11/2017 Designation: Regional Manager Energy Efficiency Services Limited, Noida/ Jaipur	 Prof. Ravi Prakash Gorthi Designation: Dean of Academic Affairs The LNM Institute of Information Technology (LNMIIT), Jaipur

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