



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 9be1cbbf985197b3f28e

Receipt Date : 05-Jun-2024 09:56:12 am

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Ranchi

Stamp Duty Paid By : ENERGY EFFICIENCY SERVICES LIMITED

Purpose of stamp duty paid : AGREEMENT

First Party Name : ENERGY EFFICIENCY SERVICES LIMITED

Second Party Name : CENTRAL UNIVERSITY OF JHARKHAND

GRN Number : 2402396228

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इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

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05/06/2024

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), is effective from dated this 05th day of June, 2024 is to confirm discussions between **Central University of Jharkhand (CUJ)** having its registered office at **Cheri-Manatu, Ranchi-835222** and **Energy Efficiency Services Limited (EESL)** a company registered under the Indian Companies Act 2013, with its registered office at 5th and 6th Floor, Core-3, SCOPE Complex, Lodhi Road, New Delhi, 110003, India.

Article 1: Purpose and Scope

This MOU confirms the preliminary discussions between CUJ and EESL aiming to provide a regular exchange of information related to Energy Efficiency, to support faster and further energy efficiency improvement in India through experience and knowledge sharing, as well as showcasing the business models of energy efficiency actions. Central University of Jharkhand (CUJ) Cheri-Manatu, Ranchi and EESL will jointly associate together in shaping a more sustainable future in the country. EESL has experience and capability providing consultancy services, implementation support for energy efficiency projects.

The Parties enter into this MOU with the objective of discussing a possible business relationship related to the joint pursuit and/or performance of services in connection with energy efficiency and other ancillary service. Each Party to the MOU shall bear their respective costs in connection with this MOU.

Article 2: Non-Binding MOU for Future Cooperation

This MOU describes the general conditions and arrangements for further discussions between the parties and shall be non-binding except Article 3 (B) which shall be legally binding. The exact terms and conditions of this future cooperation will be negotiated mutually in due course and delineated in one or more separate, definitive agreements in the future, should circumstances warrant.

Article 3: General Terms and Conditions

- A) **Term and Termination** - The Parties agree that the MOU shall automatically stand terminated upon expiry of a period of **thirty-six (36) months** from the effective date as mentioned in this agreement unless extended on a mutual consent of the Parties or 30 days' written notice of withdrawal by any one Party communicated to the other Party of this MOU, without assigning any reason. The termination or expiration of this MOU shall not have any impact on the agreement or project executed or under execution; pursuant to this MOU and the same shall be governed with their respective terms and conditions as applicable on both the institution, respectively.
- B) **Confidentiality.** (i) Confidential Information shall mean any information disclosed by one Party (hereinafter the "Disclosing Party") to the other (hereinafter the "Receiving Party"), either directly or indirectly, in writing or orally, (including, without limitation, documents, prototypes, samples, media, documentation, discs and code). Confidential Information shall include, without limitation, documents,

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any materials, trade secrets, know-how, formulae, processes, algorithms, ideas strategies, inventions, data, network configurations, system architecture, designs, flow charts, drawings, proprietary information, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and /or future business and operations of the Disclosing Party and any analysis, compilations, studies, summaries, extracts or other documentation prepared by the Receiving Party based on information disclosed by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party. Further, ALL CONFIDENTIAL INFORMATION IS PROVIDED AS IS, AND NEITHER PARTY GIVES ANY WARRANTIES EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE and both the Parties agrees that Confidential Information, together with all copies thereof in the possession of Recipient, will be destroyed or returned to the Disclosing Party with any such destruction or return; confirmed by Recipient in writing to Disclosing Party.

(ii) The Confidentiality obligation under this clause will survive for a period of one year from the date termination or expiration of this MOU, as the case may be. Further, following information will not be governed by Confidentiality obligations under this clause:

- (a)** the information is or becomes part of the public domain without breach of this Agreement;
- (b)** the information is lawfully in the possession of the Receiving Party prior to a disclosure and not subject to an existing Agreement between the parties;
- (c)** the information is independently developed by the Receiving Party, without reference to the Confidential Information disclosed by the Disclosing Party hereunder;
- (d)** the information is received from a third party who lawfully acquired such information without restriction, and without a breach of this Agreement, by the Receiving Party and/or
- (e)** The information is released pursuant to a binding court order or government regulation, provided that the Receiving Party delivers a copy of such order or action to the Disclosing Party

(iii) Notwithstanding to anything contrary contained in this Agreement, any Information or data transmitted or disclosed in written, tangible, oral, visual or other form will be considered to be Proprietary and Confidential Information of the Disclosing party, if such information is identified by the either party as being confidential and/or Proprietary Information. If the information or data transmitted or disclosed in written, tangible, oral, visual or other form is not marked with such legend (confidential and/or Proprietary Information); it must be identified as Confidential and/or Proprietary Information within thirty (30) days after such written, tangible, oral, visual or other form transmission or disclosure was first made. Further, during this thirty (30) days' period, such written, tangible, oral, visual or other form information or data so disclosed or transmitted shall be provided the same protection as provided to Proprietary Information as set forth in this clause.

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- C) Governing Law and Jurisdiction. The MOU shall be governed, construed only and interpreted in accordance with the laws of India and courts of ~~Delhi~~ Ranchi shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this MOU.
- D) Modification: Waiver: Severability: Assignment. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion. If any provision of this MOU is held invalid under any applicable law, such holding shall not affect the validity of remaining provisions and same shall continue in full force and effect. Neither party may assign this MOU, in whole or in part, without the prior written consent of the non-assigning party. Further, any modifications shall be executed by the authorized signatory of the parties mutually.
- E) Headings. Headings used in this MOU are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this MOU.
- F) Entire Agreement. This MOU represents the entire understanding and MOU / agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous communications, representations or agreements, oral or written, regarding the subject matter hereof.
- G) Limitation of Liability. Notwithstanding to anything contrary contained in this MoU, neither party shall be liable to the other for any claim, loss, cost, liability, damage or expense, including any direct damage or 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 customers), arising out of 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.
- H) Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same MOU. This MOU and any document or schedule required hereby may be executed by facsimile signature.

AGREED AND ACCEPTED:

**Central University of Jharkhand
(CUJ), Ranchi**

Y.K. Rao
05/06/2024
Name: Shri K Kosala Rao
Designation: Registrar
Email: registrar@cuja.ac.in
ADDRESS: Central University of Jharkhand
Cheri-Manatu, Ranchi-835222

**Energy Efficiency Services Limited
(EESL)**

Animesh
Name: ANIMESH MISHRA
Designation: HEAD (Sales & PR).
Email:
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SCOPE Complex, New Delhi-110003