



**MEMORANDAM OF UNDERSTANDING (MOU)**

**BETWEEN**

**THE ENERGY AND RESOURCES INSTITUTE (TERI)**

**AND**

**EEPC India**

This Memorandum of Understanding is made on this **26<sup>th</sup> day of September, 2024** between **The Energy and Resources Institute**, a not-for-profit research organization, established in 1974 and registered under the Societies Registration Act 1860 (Punjab Amendment Act, 1957 as applicable in Delhi) with headquarters at Darbari Seth Block, IHC Complex, Lodhi Road, New Delhi-110003. hereinafter referred to as "TERI" (which term or expression unless excluded by or repugnant to the context, shall include its successors and assigns) of the **ONE PART**.

**AND**

**EEPC India**, a company formed and registered as a company under the provisions of Indian Companies Act, 1913 (Presently a Section 8 company under Companies Act, 2013) having its registered office at Vanijiya Bhavan (1<sup>st</sup> Floor), International Trade Facilitation Centre, 1/1, Wood Street, Kolkata – 700 016, West Bengal (hereinafter referred to as "**EEPC**" which expression shall, where the context so admits, include its successors-in-interest, representatives and assigns) of the **OTHER PART**.

The above parties shall be jointly referred to as "Parties" and individually as "Party".

## **1. Objective**

WHEREAS **EEPC India** and **TERI** have agreed to work jointly on some identified areas for the benefit of the members of EEPC India in the areas of up-gradation of technology, energy efficiency improvement and adoption of renewable energy options for the members within each party's terms of reference and in accordance with the laws of the land.

## **2. SCOPE OF THIS MOU:**

**EEPC India** and **TERI** agree to cooperate, to the extent that the laws of the land permit each of them to and also within the terms of reference of each of them, inter alia, in the following areas: -

- i. EEPC India will facilitate dissemination of information to its engineering members with help of experts from TERI through workshops/seminars/training which may be organized by EEPC India or TERI singly or jointly in the areas of conservation of energy and energy audit, green energy and green technologies, compliances relating to carbon foot prints control, sustainability, etc.
- ii. TERI may provide consultancy and advisory services to EEPC India members relating to the above areas mentioned in point number – I through Technology Centre of EEPC India on mutually agreed terms.
- iii. EEPC India can disseminate information regarding its association with TERI and the benefit which will be extended to engineering members by virtue of such association.

- iv. TERI can provide free access to the knowledge resources (books, newsletters, articles, magazines etc) which are available in the public domain to EEPC India members through its Technology Centre.
- v. TERI can participate in the Technology Portal in the website of EEPC India to exhibit the facilities offered by TERI, for the benefit of MSME sector at large.
- vi. TERI can utilize EEPC India premises to organize training programs/ seminars/ workshops, as per mutually convenient terms & conditions and vice versa.
- vii. TERI can participate at various national and international exhibition organized/ arranged by EEPC India to exhibit their activities and benefits, as per agreed terms.

### **3. EFFECTIVE DATE, DURATION AND TERMINATION OF THE MOU:**

This Agreement becomes effective, subject to what is mentioned in Clause no. 9 of this Agreement, from the day of signing and shall remain operative, subject as above, until either of the two organisation requests its termination in writing to the other person at least three months in advance. Both the parties herein will have the right to propose amendments if and when they consider such amendments are necessary to improve the co-operation between them.

### **4. NO LIABILITY CLAUSE:**

TERI and EEPC India agree that there would not be any legal and financial liability due to any lapse on either side due to reasons beyond control and on account of force majeure situation.

### **5. INTELLECTUAL PROPERTY RIGHTS:**

TERI and EEPC India will have ownership over their respective patent, copyright and / or publications arising out of / to be used for the technology developmental work and such intellectual property rights shall remain with the respective parties even after termination of this agreement.

### **6. CONFIDENTIALITY:**

This MoU shall be private and confidential and the Parties hereto shall not disclose or divulge the contents hereof to any third party (except as required under law) without the written permission of the other party.

Neither party shall disclose any information or share any data concerning the affairs of other party which may have come to its knowledge by virtue of this association or otherwise to any other person/organization /anyone else without the written consent of other party.

### **7. NON-EXCLUSIVITY CLAUSE:**

This agreement is in no way exclusive and the signing parties remain free to make similar agreements with other institutions of their choice and also to execute any obligations arising from already concluded agreements.



**8. FORCE MAJEURE:**

Neither Party shall be held responsible for non-fulfilment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquake, strike, lockouts, epidemics, pandemic, riots, civil commotion etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

**9. Enforceability:**

The aforementioned protocol and co-operation can only be implemented in a legally binding form on the basis of special agreements and other adopted resolutions, which may be elaborated in future and then also subject to the national laws of the country. It is made clear that nothing hereinabove, whether express or by necessary implication, shall be enforceable as against either party, and no right or liability, as the case may be, shall arise from this Agreement in favour and/or as against any of the parties hereto.

This memorandum of understanding is made in duplicate in English language.

In witness whereof **EEPC India** and **The Energy and Resources Institute** cause their representatives to set their hands hereto in Kolkata on the date mentioned above.

*Signed for and on behalf The Energy and Resources Institute*

*Signed for and on behalf of EEPC India*

Jayakumar V K  
Senior Manager **Jayakumar VK**  
Senior Manager -PMU  
Seal: **The Energy and Resources Institute**  
Darbari Seth Block, India Habitat Centre  
Lodhi Road, New Delhi-110 003

Gurvinder Singh  
Senior Director **GURVINDER SINGH**  
SR. Director  
ई ई पी सी/EEPC INDIA  
Seal: **SPONSORED BY - MINISTRY OF COMMERCE**  
Govt. of India  
Vandhana Bldg., 4th floor, 11, Tolstoy Marg  
New Delhi - 110 001

1. Witness (Name & Address)

1. Witness (Name & Address)

*Civil Sethi*  
**(GIRISH SETHI)**  
S.P., New Delhi

**EEPC INDIA**  
*[Signature]*  
**D J BASH**  
Director (Pers & Admn.)  
Director (P&A)

