



M-POWER ENERGY INDIA (P) LTD.

**CIN: U74140DL2001 PTC 110688**

REGD. OFFICE: C-305, 3<sup>rd</sup> Floor, Ansal Plaza Mall, Hudco Place, Khel Gaon Marg, New Delhi - 110049

Tel : 91 11 4132 0063-64/4101 4374

November 13, 2013

**University of Petroleum & Energy Studies**  
Energy Acres, P.O. Bidholi via Prem Nagar,  
Dehradun

Dear Ms. Deepa Verma

**Sub: Memorandum of Understanding dt. October 1, 2013**

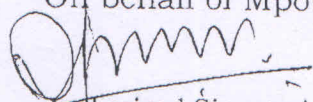
This has a reference to the Memorandum of Understanding (MOU) executed between University of Petroleum & Energy Studies (UPES) Mpower Energy India Private Limited (Mpower) dt. October 1, 2013 with an objective of promoting interaction in mutually beneficially areas and provide a formal basis for initiating interaction using expertise and logistics available with both the Parties.

As per the terms of this MOU each Party agreed that while performing these services, there may be an exchange of scientists, academic staff, research scholars and staff of each party and the charges would be applicable as case to case basis and /or mutual understanding and/or as per respective institutional policy.

However, in case of Consultancy Services provided by Mpower to UPES, it is requested by UPES that Mpower shall pay consultancy fees directly to the faculty of UPES and shall be deemed as consideration paid by Mpower to UPES on account of this MOU.

Thanking you,

On behalf of Mpower Energy India Private Limited

  
Authorized Signatories

Please sign this letter in token of your acceptance.

*Deepa Verma*  
Deepa Verma  
Authorized Signatories

**Memorandum of Understanding**

**between**



M-Power Energy (I) Pvt. Ltd.

***M-Power Energy India (P) Limited***

***And***



***University of Petroleum & Energy Studies, Dehradun***

**Date: 1 October 2013**

## Memorandum of Understanding

This Memorandum of Understanding [hereinafter MoU] is made and entered into on this 1<sup>st</sup> day of October , 2013 between, **M-Power Energy India (P) Limited** , having its registered office at C-305, 3<sup>rd</sup> Floor, Ansal Plaza, New Delhi - 110049 [hereinafter referred to as M-Power], which expression shall, unless be repugnant to the meaning or context thereof, mean and include its authorized representatives, nominees and administrators ] on the ONE PART

and

The University of Petroleum and Energy Studies, having University Campus at Bidholi, Via.Prem Nagar, Dehradun 248 007 [hereinafter referred to as UPES] which expression shall, where the context so admits includes its successors and permitted assigns] on the OTHER PART (who for the purpose of this MoU are hereinafter individually referred to as 'Party' and collectively referred to as the Parties).

**M-Power Energy India (P) Ltd. (MEIL):** is a pioneering end-to-end energy services organization providing world-class consulting, business process outsourcing, research, training and recruitment services to the Indian Energy sector since year 2001. Its training division, Indian School of Petroleum & Energy (ISPe) has a unique distinction of training more than 20,000 industry professionals. Moreover, it is approved training provider by Energy Institute, UK.

ISPe has also been granted recognition by Ministry of Power, Govt. of India / Central Electricity Authority for its power sector offerings.

M-Power provides turnkey, as well as, need based solutions across a wide spectrum of areas including Retail Engineering & Channel Management, Supply Chain Management, Certification & Benchmarking, Process Re-engineering, Economics and Value Chain Management, Refining Processes & Optimization, Simulation & Modeling, Pipeline Design and Maintenance. We also undertake specialized Quality and Safety audits, Supply/Demand assessment studies, Process studies etc. leading to lower business costs and reduced cycle times.

M-Power's training division ISPe has an academic partnership with UPES and has developed an immensely strong foundation in specialized areas of research such as bio fuels, business process mapping of upstream and downstream sector projects, etc. With a wide array of subject matter experts, award-winning team of researchers, and a world-class research infrastructure, M-Power is fully equipped to successfully execute complex funded/sponsored research projects.

With excellent contacts in the Energy fraternity, highly competent team of strategy, marketing and IT professionals, and access to the various policy making sectoral and government bodies, M-Power can facilitate your launch/expansion plans or even represent client organizations in the country.

M-Power also has the expertise to provide Business Process Outsourcing (BPO), Knowledge Process Outsourcing (KPO) and Engineering Process Outsourcing (EPO) services to organizations, leveraging very superior technical facilities of our partner organizations.

With its Allied organizations M-Power Energy India (P) Ltd. works closely with many energy sector companies in India and abroad. These companies are in both private and public sector.

UPES is a University established under the University of Petroleum & Energy Studies Act, 2003, enacted by the State of Uttarakhand, recognized by the University Grants Commission (UGC) under section 2(f) of the UGC Act, 1956. UPES is accredited by National Assessment and Accreditation Council (NAAC). UPES is also recognized as "Research Institution" by the Department of Scientific and Industrial Research (DSIR), Ministry of Science and Technology, Government of India to receive grants under DSIR system.

The parties, having discussed the fields of common research interests and allied activities between the two organizations, have decided to enter into a long-term Academic collaboration in the areas of teaching, research and training.

**WHEREAS MEIL** is involved in research, training, education and consultancy in all aspects of energy, infrastructure, mining & transportation.

**AND WHEREAS** UPES is a domain specific University offering specialized Post-graduate and Under-graduate courses in the areas of Power, Oil & Gas and Transportation sectors and opportunities for Consultancy, Research & Development in the areas of Energy, Petroleum & Alternative Sources such as Biomass, Transportation, Automotive & Aerospace and other related areas.

UPES is pro-actively involved in Research & Development activities. Presently, the University has 10 active virtual centres involved in exploring, discovering and understanding various aspects of core sectors in chosen domains. The University aspires to conduct R&D in diverse areas aiming to cover the full spectrum, from fundamental and theoretical studies, through research of relevance to business and industry with practice based studies in Energy & Allied areas.

UPES is involved in teaching and training in all the disciplines of Energy, Renewable Energy, Engineering, Law and Management studies and allied fields at its Campus, Dehradun.

**AND WHEREAS** the parties have agreed to collaborate with the objective of promoting interaction in mutually beneficial areas and provide a formal basis for initiating interaction.

**AND WHEREAS** it has been considered expedient to agree in writing to participate jointly in undertaking consultancies, research activities, research projects, and training programs as per the expertise and logistics available with the parties.

*Handwritten signature*

*Handwritten signature*

### **Article 1: Exchange of Information**

- 1.1 The term "information" includes scientific or technical data, results and methods of investigation, and other information intended to be provided, exchanged, or arising under ongoing and new project descriptions entered into pursuant to this MoU. The parties shall take all measures to protect the secrecy of and avoid disclosure and unauthorized use of the information which is confidential and outside the public domain.

### **Article 2: Exchange of Research samples & records**

- 2.1 Samples & records collected by and exchanged between the parties for research purpose shall not be transferred to any third party for research and commercial purposes without mutual consent and that the unutilized portions of such samples and records must be sent back to the Coordinators identified under Article 8.1.

### **Article 3: Confidentiality**

- 3.1 Each party shall hold in confidence and shall not divulge, disclose or communicate to any third party any confidential information of a written or oral nature, which is received by it from the other party.
- 3.2 Each party shall not use any of the confidential information, which it is required to hold in confidence for any purpose other than performance of its obligations under this agreement.
- 3.3 The term of confidentiality under this agreement shall be effective from the date of execution hereof and shall be valid for a period of the 10 (ten) years from signing of this MoU. These covenants shall survive termination of this agreement and suspension of any obligation under this agreement as per terms set out herein.

### **Article 4: Validity**

- 4.1 This MoU shall come into force on the date of notification after it is signed by the authorized signatories and ratified by competent bodies of the respective parties.
- 4.2 The term of this MOU shall be for five [05] years, unless extended by mutual written agreement at the end of its stated tenure. It may be amended by mutual written agreement of the parties. Either Party may terminate this MOU by giving one (01) months written notice to other Party.
- 4.3 Either party shall be entitled to terminate the agreement in case of breach by either party in not adhering to stipulation provided herein after giving notice of thirty [30] days to cure such breach and the party having failed and neglected to rectify the breach thereof after the notice.

**Article 5: Amendments**

- 5.1 This MoU represents the entire understanding between the parties and superseded any and all understandings either oral or written hitherto with respect to the subject matter of this understanding.
- 5.2 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties and specifically stating the same to be an amendment of the MoU. The modifications/changes shall become part of this understanding and shall be effective from the date on which they are made / executed, unless otherwise agreed to.

**Article 6: Assignment**

- 6.1 This MoU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this agreement or rights or obligations arising hereunder, either wholly or in part, to any third party.

**Article 7: Non-exclusivity**

- 7.1 The relationship of the parties under this understanding shall be non-exclusive and both parties are free to enter with any other entity on similar arrangements.

**Article 8: Relationship**

- 8.1 Nothing in this understanding shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

**Article 9: General Provisions**

- 9.1 Research publications and commercially exploitable innovations arising out of the joint research projects and other research activities will be jointly published or patented as appropriate. Cost incurred for patenting purposes as well as royalties arising out of these shall be equally shared between the parties. A separate MoU would be signed based on the research project between UPES and MEIL.
- 9.2 Scientists, academic staff, research scholars and students of both the parties shall have full access to the instrumentation, laboratories, library and other infrastructure facilities at each others institutions, charges would be applicable as case to case basis and/or mutual understanding and/or as per institutional policy.
- 9.3 There shall be an exchange of scientists, academic staff, research scholars and staff of the parties for academic and research purposes.
- 9.4 Each party shall bear the respective costs of carrying out the obligations under this MoU. Neither party shall make a claim against the other party

*Upees*

*A*

for any expenditure unless such expenditure has been agreed upon in writing between the parties.

- 9.5 Field related expenses borne by the beneficiary party unless it is part of third party funding.
- 9.6 Any notice or report required or permitted to be given under this agreement shall be in writing and shall be sent by expedited delivery or tele-copied and confirmed by mailing, as follows and shall be effective three (3) days after such delivery:

**If to M-Power: CEO**

**If to UPES: Registrar**

#### **Article 10: Arbitration**

10.1 In the event of any dispute, arising between the parties, in respect of the outstanding, any transaction or differences of this MoU, or other rights, duties, and liabilities of the parties, or any matter or event connected with or arising out of this MoU shall be resolved by mutual understanding of both the parties. (ii) Any unresolved disputes, arising out of or relating to this MoU, may be referred to or resolved by the arbitrator in accordance with the provisions of the Arbitration & Conciliation Act' 1996 (or any statutory amendment or re-enactment thereof). The arbitration bench shall be comprised of three Arbitrators, one to be appointed by each party and third to be appointed by the two arbitrators so appointed. The Arbitration proceedings shall take place in accordance with the procedure as mentioned in the Arbitration and Conciliation Act, 1996. The venue of Arbitration shall be at Delhi and the proceedings shall be in English language. This MoU shall be subject to and construed with and interpreted in accordance with Indian laws and shall be subject to the jurisdiction of the courts of Ahmedabad.

#### **11. GOVERNING LAW**

This MOU shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.

12. This MoU has been executed in two originals, one of which has been retained by M-Power and the other by UPES, each copy being an official version of the agreement and having equal legal validity.

In witness whereof, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

for and on behalf of  
M-Power Energy India (P) Ltd.



Title: CEO  
Dr. Parag Diwan

Dated: 1<sup>st</sup> October, 2013

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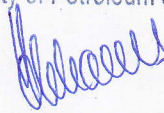


In the Presence  
Name: NISHANTS IDANA  
Title: MANAGER.



for and on behalf of  
University of Petroleum & Energy  
Studies

University of Petroleum & Energy Studies



Registrar

Title: Registrar  
Mr. Abhay Sharma

Dated: 1<sup>st</sup> October, 2013

Seal:

In the Presence

Name: ANU SHARMA  
Title: Manager - Legal

