



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING made on this 6th day of February of year 2019.

BETWEEN

National Power Training Institute (NPTI), a National Apex body for Training and Human Resources Development in Power Sector, an organization of the Ministry of Power (MoP), Govt. of India having its Corporate Office at NPTI Complex, Sector-33, Faridabad - 121003, Haryana hereinafter referred to as “NPTI” (which terms of expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and permitted assigns) of the **ONE PART**.

AND

MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR located at Jaipur, an autonomous statutory organisation functioning within the purview of National Institute of Technology Act 2007 and a proclaimed Institute of National Importance through Act of Parliament, and being administered centrally by the NIT Council, an apex body established by the Ministry of Human Resource Development (MHRD) under Govt. of India, herein after referred to as “MNITJ”, (which terms of expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and permitted assigns) on the **OTHER PART**.

WHEREAS, NPTI is one of the largest training, research and development organization in Indian power sector and possess extensive technical expertise and is pursuing Teaching, Training, Research, Consultancy & Development (TTRCD) activities in the entire power and energy industry as well as allied areas, and;

WHEREAS, MNITJ is a premier academic institute providing Graduate, Post Graduate and Ph. D. degrees in the Technical Discipline/ Sciences and having a cluster of highly qualified scientists and academicians engaged in teaching, consultancy and research activities and

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collaborations with Government, organisations, foundations and industries, both national and international and contributes to the industrial development and economic growth of the country by preparing a cadre of engineers and scientists.

WHEREAS, NPTI and MNITJ will jointly take an initiative for TEACHING, TRAINING, RESEARCH, CONSULTANCY & DEVELOPMENT (TTRCD). The initiative is primarily to promote teaching, training, research, consultancy and development in the area of power systems having emphasis on development of trained manpower and capacity enhancement for the power industry. The key domain would be to evolve areas of power systems, viz. Electricity Markets, Renewable Generation, Regulation, Smart Grids, Cyber Security, Data Analytics (including Big Data), Forecasting, Demand Management, E-mobility, Smart Cities, Long term System Planning, Policy Design, Environmental Impacts, and Grid Scale Energy Storage.

WHEREAS, this MOU is of a generic nature. For specific teaching/training programmes, research/consultancy/development projects, etc. separate detailed agreement would be worked out for each programme/assignment/project.

WHEREAS, it is considered desirable to promote co-operation between the NPTI and MNIT Jaipur for mutual benefit, both parties have reached an understanding with regard to the following: -

1.0 Objective:

- 1.1 To develop an internationally recognised joint initiative for imparting world class training and skill development facilities to power industry professionals
- 1.2 To pursue joint teaching programs at multiple levels with technical and faculty support/services from NPTI and MNITJ
- 1.3 To identify and pursue joint research/consultancy/development projects of direct interest and relevance to power industry
- 1.4 To ensure mutual exchange of scientific information and literature
- 1.5 To enable participation of MNITJ faculty members on technical review of the NPTI activities of and also to enable the experts of NPTI to participate in MNITJ's technical activity, by mutual consent
- 1.6 To hold discussions and consultations on various research & developmental issues at NPTI, MNITJ and/or at any other industry/institution, as the case may be, and as per convenience of both the parties

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1.7 To pursue all other matters of mutual interest in the area of Human Resource and Technology development for the power industry

2.0 Approach:

2.1 To accomplish the objectives outlined above, it is planned to take an initiative for TEACHING, TRAINING, RESEARCH, CONSULTANCY & DEVELOPMENT (TTRCD). (TTRCD) at MNITJ campus.

2.2 TTRCD would conduct teaching / training of student /industry professionals through short term training and certificate courses, by providing a simulating teaching and training environment.

2.3 Internship Projects of B.Tech., Diploma, M.Tech., R&D work of M.Tech/Ph.D. dissertation can be jointly conducted in association with MNITJ. NPTI will share their facilities.

2.4 TTRCD would identify the industry research/ consultancy/ development needs, and undertake the activity with support from NPTI and MNITJ.

2.5 NPTI and MNITJ would provide technical support/ services to TTRCD to pursue various teaching/training/consultancy/development programs/projects, as defined and detailed from time to time. TTRCD would utilise the facilities and expertise of the two parties, as per the requirements on mutually agreed terms and conditions, on case-to-case basis.

2.6 NPTI and MNITJ shall provide access to their respective knowledge infrastructure and libraries, along with instructional/other physical infrastructure to the students/faculty/experts of TTRCD as per the policies and norms of the respective organisations, as needed for implementation of the training/projects.

3.0 Methodology:

3.1 MNITJ / NPTI would plan and organise the activities/projects jointly, as per the specific requirement.

3.2 For any sponsored/consultancy/development project to be taken up by MNITJ/NPTI funded by a third party, the terms and conditions for such projects will be mutually agreed to by MNITJ and NPTI.

3.3 For each of such projects, a separate agreement will be made providing complete details of the projects, time line, budget, deliverables etc. The terms and conditions mutually agreeable to both NPTI and MNITJ will be documented in such agreements.

3.4 Each party agrees to provide necessary consultancy services or undertake assignments for training/research work or depute their experts for delivering limited numbers of technical lectures subject to the availability of expertise for the same and in accordance with the terms and conditions as agreeable to both the sides in each of the specified cases. The

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scope of consultancy services/ undertaking assignments/ delivering technical lectures, responsibilities of the parties, financial obligations, etc. will be worked out jointly.

- 3.5 NPTI/MNITJ may provide short term training to the faculty/engineers/scientists/students of NPTI/MNITJ on specific subjects in Power Systems. The relevant details, terms and conditions for administering these courses will be worked out jointly with MNITJ/NPTI.
- 3.6 MNITJ may offer its on-going academic programmes for qualified engineers/scientists of NPTI leading to M. Tech./Ph. D. Degrees as per MNITJ norms and policies. NPTI may offer its on-going training/academic programmes for qualified faculty/staff/students of MNITJ leading to certification as per NPTI norms and policies.
- 3.7 It is envisaged that the authorised representatives of both the organisations shall interact with each other and shall hold discussions to finalise terms for undertaking specific proposals on teaching, training, research, consultancy and development projects. All matters of mutual interest shall be formulated and documented for future references and applications. Issues related to Intellectual Property Rights shall be mentioned in the agreement while finalising the teaching/training/research/development projects.
- 3.8 Further, it is also agreed to hold such discussions and consultation typically twice in a year, once at MNITJ and once at NPTI, alternately.

4.0 Financial and Administrative Arrangement:

- 4.1 MNITJ would provide required space/building infrastructure to host the courses/programmes. NPTI would provide the necessary communication systems, and audio-video systems. The laboratory / library / office / electricity / water /internet / accommodation facilities available with the two parties side can be utilised by TTRCD on a case to case basis, subject to availability and mutually agreed terms and conditions, including charges as per institute norms.
- 4.2 NPTI and MNITJ would mutually finalise the revenue sharing arrangement, for the revenue arising out of conducting the teaching/training/research/consultancy/development programmes at TTRCD. After recovering the operating expenses of conducting any activity at TTRCD, the remaining revenue would be shared by NPTI and MNITJ in a 60:40 ratio respectively, on a yearly basis. Certain portion of the revenue can be retained for future expansion and operational needs.
- 4.3 For all those activities beyond teaching/training, NPTI and MNITJ shall finalise financial arrangements on case-to-case basis by way of separate agreements subsequent to this generic MoU, while taking up the projects.
- 4.4 The expenses towards travel, boarding and lodging for the visits envisaged for preparing and finalising the joint projects of mutual interest shall be borne by the respective

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organisations. However, it is agreed to provide local travelling facilities to the visiting faculty/experts by the host organisation wherever possible.

5.0 General:

- 5.1 Both the parties may publish the results arising out of joint research activities, in open technical publications after obtaining prior consent of the other party. Such consent or intimation of refusal should be given within thirty (30) days of the receipt of such request, with adequate reason and explanation in case of latter and shall be deemed approved if no reply is received within thirty (30) days. The names of the investigators and students involved in the research from both the sides shall be mentioned in such publications. Each side would appoint a nodal officer on their side, to process the applications.
- 5.2 Any modifications or amendments to this MOU shall be valid only if they are made in writing and duly signed by authorised representatives of both the parties of this MOU.
- 5.3 NPTI and MNITJ shall be free to offer technical, academic and/or professional services to other parties without referring to the terms and conditions of this MOU.
- 5.4 During the tenure of this MOU, either party can terminate this MOU for breach of any of the terms of this MOU or otherwise, giving three (3) months' notice in writing to the other party. In the event of termination of this MOU, the rights and obligations of the parties hereto shall be settled by mutual discussion. This MOU may also be terminated by mutual agreement amongst the Parties, if it becomes apparent that the proposed concept is not feasible.
- 5.5 This MOU shall come into effect when it has been duly signed by both parties and shall initially remain valid for a period of five(5) years. It shall be extendable for a further period by mutual consent.

6.0 Confidentiality:

- 6.1 In the course of negotiations, non-public, proprietary and confidential information will be exchanged amongst the Parties. The Parties agree to treat such information confidential and to use their best efforts to protect such information from disclosure to any non-party.
- a. During the period of the MOU, each party agrees to consider information accepted from the other party as confidential provided they are clearly marked so, in written or tangible form. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
- is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or

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- v. is required to be disclosed by law or court order.
- b. The obligations of confidentiality will be applicable for a period of two years after the termination of the MOU.

7.0 ENTIRETY :

- 7.1 This MOU contains the entire understanding between the Parties to achieve the objectives and supersedes and replaces all prior discussions, negotiations, representations or agreements relating to the subject matter covered herein.
- 7.2 This MOU is entered only to reflect understanding reached between the Parties and does not create any legal obligations on either Party at this stage.

8.0 Coordinators:

8.1	NPTI	MNITJ
	Prof. Rajendra Kumar Pandey Director General, National Power Training Institute, Faridabad – 121003 Haryana Tel. : +91 (129) 2275475 E-mail : dg@npti.gov.in	Prof. Udaykumar R. Yaragatti Director, Malaviya National Institute of Technology Jaipur– 302 017 Rajasthan Tel. :+91 (141) 2529087 E-mail : director@mnit.ac.in

In witness whereof, the parties hereto have put their hands and seal to this Memorandum of Understanding on the date, month and the year first hereinabove mentioned.

For and on behalf of

National Power Training Institute,
Faridabad

For and on behalf of

Malaviya National Institute of Technology
Jaipur

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(06.02.2019)

[Signature]
6/2/19
Director

Prof.(Dr.) Rajendra Kumar Pandey

Malaviya National Institute of Technology Jaipur
JAIPUR-302017 (Rajasthan)

Seal of respective organisation

Director General
National Power Training Institute
(Ministry of Power, Govt. of India)
Sector-33, Faridabad - 121 003 (Haryana)

Witness :

1. *[Signature]*
6.2.2019

(MANJU MAM)

(*[Signature]* 6/2/2019)

2. *[Signature]*
6/2/19

(SURENDER KUMAR)

2. *[Signature]*
06/02/2019

(N.V.KUMAR)