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### MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING BETWEEN NORTH EASTERN REGIONAL LOAD DESPATCH CENTRE (NERLDC), POSOCO AND IIT GUWAHATI FOR KNOWLEDGE SHARING AND CAPACITY BUILDING IN THE CONCERN AREAS.

This Memorandum of Understanding (MOU) is made on **the 16<sup>th</sup> Sept 2021** between the INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI. Indian Institute of Technology Guwahati, the sixth member of the IIT fraternity, was established in 1994. The academic programme of IIT Guwahati commenced in 1995.

AND

**NORTH EASTERN REGIONAL LOAD DESPATCH CENTRE (NERLDC), M/S POWER SYSTEM OPERATION CORPORATION LIMITED (POSOCO)**, a company incorporated under the Companies Act, 1956, having its Registered Office at B-9 (1st Floor), Qutab Institutional Area, Katwaria Sarai, New Delhi -110016 (hereinafter referred to as "NERLDC" which expression shall unless repugnant to the context herein include its administrators, successors, executors and permitted assigns) of the Second part.

(IIT Guwahati and NERLDC are hereinafter individually referred to as the 'Party' and collectively as 'Parties')

## 1. OBJECTIVES OF THE MoU

The objective of the MOU is to

- i) Strengthen academia-industry interaction for knowledge sharing and capacity building through collaboration.
- ii) Designing various courses useful for utilities under the Continuation Education Program (CEP) related to Power System Operation in the Indian Grid, which will involve support from NERLDC, POSOCO in terms of preparing and delivering lectures as a part of industrial experience sharing.
- iii) Encourage research on issues related to the Indian power sector and identification of the industrial R & D problem related with Power System based on NERLDC Experience as B.Tech/ M.Tech/Ph.D. Project for Students of IIT Guwahati.
- iv) Data Sharing between IIT Guwahati and NERLDC based on NDA for Research work as quoted above and for evaluation of Research being done depending upon the merit as decided by NERLDC and IIT Guwahati in coordination with each other. Data sharing will be done based on the proposal as well as the signing of NDA and anonymity of the data.
- v) Joint R & D Project proposal on identified problems to MoP, MNRE, DST and MHRD etc.
- vi) Conduction of Seminar/workshop in the area of Power System in coordination with NERLDC at IIT Guwahati, NERLDC and other location.
- vii) Publication of Technical Work Jointly carried out in National /International Journal and Presentation in National /International Conference/Seminars/Workshop keeping the sanctity of the Non-Disclosure Agreement (NDA) Signed on Data as given under Point IV.

## 2. SCOPE OF WORK

Subject to terms and conditions of MOU, Scope of MoU between NERLDC and IIT Guwahati is hereunder –

### a) **OBLIGATIONS OF IIT Guwahati** – IIT Guwahati shall

- i. Provide support in Research & Developmental activities as per the MoU.
- ii. Designing various courses useful for utilities under the Continuation Education Program (CEP) related to Power System Operation in the Indian Grid
- iii. Provide consultancy/suggestion on various ongoing developments in Power Sector as per the availability of expertise at IIT Guwahati.
- iv. Inviting Expertise from POSOCO for familiarizing Students and Faculty of IIT Guwahati with ongoing development in the Indian Power System.
- v. Share the project reports and relevant details of the research carried out under this MoU.
- vi. Duly acknowledge the contribution of POSOCO, NERLDC while reporting the collaborative work in the form of technical papers/reports.

### b) **OBLIGATIONS OF NERLDC** - NERLDC shall





- i. Provide internship to UG/PG students of IIT Guwahati on mutually convenient time slots and batch size.
- ii. Nominate executives to prepare module and deliver guest lectures on relevant topics related to Power System Operation in the Indian Grid at IIT Guwahati and CEP Courses Organized by IIT Guwahati.
- iii. Suggest research problems that could be taken up by UG/PG/Ph.D. students and provide data available with NERLDC for such research subject to signing of Non-Disclosure Agreement.
- iv. Facilitate visit of students/faculty to NERLDC for practical exposure and orientation with Indian Power System.
- v. Provide suggestions for revising the UG/PG/Ph.D. curriculum to suit industry requirements as and when required by IIT Guwahati.
- vi. Collaboration on Joint R & D Project proposal on identified problems to MoP, MNRE, DST and MHRD etc. Subject to the fulfillment of various modalities decided between NERLDC, POSOCO and IIT Guwahati.
- vii. Sponsor the Seminar/Workshop organized in coordination with NERLDC at IIT Guwahati subject to fulfillment of modalities decided between NERLDC, POSOCO and IIT Guwahati on case to case basis.

### 3. DURATION

This MOU, unless extended by mutual written consensus of the parties, shall be valid for a period of five years from the date of execution of the MOU.

### 4. AMENDMENT

This MOU may be amended or modified only with the mutual written consent of the parties by their duly authorized representative at any time.

### 5. CONFIDENTIALITY

- a) During and for a period of one year from the date of disclosure, each party agree to consider as confidential all information identified as confidential by the disclosing party in written or tangible form or, if orally disclosed and confirmed in writing within thirty days of disclosure. The confidentiality obligations shall survive for a period of two years after the date of expiry or termination of the Agreement as quoted in NDA signed with this MoU.
- b) The obligation 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 obligation of confidentiality to the disclosing party.
  - is independently developed by the receiving party; or
  - is required to be disclosed by law or court order.



- c) All data not identified as confidential can be used for technical and research publication. For use of confidential data in publications written permission must be obtained.
- d) Each Party agrees to use the confidential information of the other Party only for the Purpose of this MOU.
- e) Upon expiry or termination of this MoU, the receiving Party shall forthwith return to the disclosing Party all Confidential Information of the disclosing party, together with all copies thereof, in the possession, custody or control of the receiving Party or, (at the option of the disclosing Party) destroy all such confidential information; and confirm all such destruction in writing to the disclosing Party.

## 6. TERMINATION

This MOU may be terminated by mutual consensus between the parties. However, either party shall have the right to unilaterally terminate this MOU giving 30 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligation of the participants under any agreement, Confidentiality clause as referenced in para 5 above, or any other agreement, entered into pursuant to this MOU shall survive any such termination.

## 7. REPRESENTATION

Nothing in this MOU shall be construed to make a party a partner, an agent or legal representative of other for any purpose. This MOU shall not create a legally binding agreement between the parties.

## 8. PROJECT COORDINATORS

Dr. Karuna Kalita, Professor (Mobile: +91-9678069507, Email: karuna.kalita@iitg.ac.in) and Dr. Manas Kamal Bhuyan, Professor (Mobile: +91-9435051060, Email: mkb@iitg.ac.in) will be the coordinators from IIT Guwahati and Sh. Samar Chandra De, General Manager (Ph: 9436335369, scde@posoco.in) and Sh. Subhash Kumar, Deputy Manager (Ph: 9485185844, subhash.tran@posoco.in) will be the coordinator from North Eastern Regional Load Dispatch Center (NERLDC) for implementation of this MOU.

The Coordinator may, however, change upon as and when the need for change felt by the competent authority of IIT Guwahati or Head of the Region of NERLDC.

## 9. CONDUCT OF MEETING

The representatives of NERLDC and IIT Guwahati shall meet at least once in every six months at a mutually convenient location for reviewing/discussing the progress of activities undertaken as per this MoU.

## 10. ASSIGNMENT & TRANSFER

It is understood by the Parties herein that this MOU is based on the professional competence and experience of each party and hence neither Party shall transfer or assign this MOU, or rights nor obligation arising hereunder, either wholly or in part, to any third party without the other's prior



written consent. Any attempted assignment or delegation without such consent shall be null and void.

**11. COST & EXPENSES**

POSOCO shall sponsor the activities and Research Project based on the modalities decided between NERLDC, POSOCO and IIT Guwahati in coordination and discussion with each other. This will be subject to decision by POSOCO Corporate Centre, New Delhi. The details of the activities and Research Project shall be worked out separately between NERLDC, POSOCO and IIT Guwahati based on discussion with each other. Other than the above, each party shall bear its own costs and expenses towards this non-commercial MOU.

**12. COUNTERPARTS**

This MOU (and each amendment, modification and waiver in respect of it may be executed and delivered in counterparts, each of which will be deemed an original).

**13. FURTHER ASSURANCES**

Each Party shall execute such agreements, deeds and documents and do or cause to be executed or done all such acts and things as shall be necessary to give effect to the terms and intention of this MOU.

**14. SETTLEMENT OF DISPUTE**

Any dispute or differences arising out of or in connection with this MOU, in the first place to the extent possible, be resolved amicably between the parties failing which the MOU shall stand terminated.



## 15. ADDRESS OF NOTICE

Communications under this MOU shall be in writing and communicated through post, courier, fax, e-mail or any other mutually recognized mode of communication.

Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, or sending by mail or facsimile, addressed to such party at the address set forth below in addition to Project Manager / Project Coordinator / Nodal Officer appointed by the parties:

### Address:

#### CGM (I/C)

**NORTH EASTERN REGIONAL LOAD DESPATCH CENTRE (NERLDC)**

Inside POWERGRID Complex,

Lapalang,

Shillong-793006,

Meghalaya.

Tel No. 03642536710

#### Dean (Research and Development)

**Indian Institute of Technology Guwahati**

North Guwahati

Guwahati – 781039, India

Phone: +91-361-268 2082

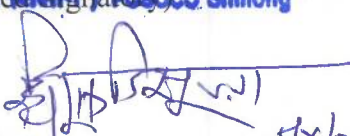
e-mail: dornd@iitg.ac.in

IN WITNESS WHEREOF, the Parties hereto have duly executed this MOU by their duly authorized representatives in duplicate on the date, month & year first above written.

  
FOR AND ON BEHALF OF  
North Eastern Region Load Dispatch Center.

POSOCO  
नेबारुण रॉय / Nabarun Roy  
मुख्य महाप्रबंधक / Chief General Manager  
उ. पू.क्ष.भा.प्रे.के / NERLDC  
(Authorized Signatory)  
पोसोक्रे शिलांग / POSOCO Shillong

Witness:


  
वी. एफ. डिसूजा / V. F. DESOUZA  
महाप्रबंधक (भा. सं) / GM (HR)  
उ. पू.क्ष.भा.प्रे.के NERLDC  
पोसोक्रे शिलांग / POSOCO Shillong

  
FOR AND ON BEHALF OF  
IIT Guwahati

संकायाध्यक्ष, अनुसंधान एवं विकास -  
Dean, Research and Development  
भारतीय प्रौद्योगिकी संस्थान गुवाहाटी  
(Authorized Signatory)  
Indian Institute of Technology Guwahati

गुवाहाटी-781039  
Guwahati-781039

Witness:

  
(KARUNA KALITA)