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MEMORANDUM OF UNDERSTANDING

In accordance with the mutual desire to promote cooperation between the National Institute of Wind Energy (NIWE), an autonomous R&D Institution under the Ministry of New and Renewable Energy Resources, Government of India and the Sathyabama University, both the Centre and the Private Institution enter into the formal statement of collaboration in the form of Memorandum of Understanding (MOU) for the purpose of academic, research, engineering and training interaction.

Original Submitted to VC office

on 11/11/16

S. R.

The National Institute of Wind Energy (NIWE) is a premier Autonomous Government Research & Development institution under the Ministry of New and Renewable Energy catering to the growth of Wind energy based technology in India.

Sathyabama University was established under section (3) of the UGC Act, 1956 and is a pioneer institute imparting knowledge in the areas of engineering, science, technology and education. The institution's progress and contribution in the field of technical education for over two decades made the Ministry of Human Resources Development awarded as Category "A" University by Ministry of Human Resource Development (MHRD), Government of India.

This MEMORANDUM OF UNDERSTANDING executed at Chennai on 18.11.2016 BETWEEN Sathyabama University, having its Administrative Office at Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600 119 and represented by Dr. Mariazeena Johnson, Director, Sathyabama University (hereinafter called "CLIENT"). The term "CLIENT" includes its successors, assigns and successors-in-interest.

and

The National Institute of Wind Energy (NIWE), Survey No. 657/1A2, Velachery – Tambaram High Road, Pallikaranai, Chennai – 600 100 represented by Shri Dr. S.Gomathinayagam, Director General, NIWE (hereinafter called "NIWE"). NIWE does Research relevant activities for performance improvement of existing wind turbine, Certification of Wind Turbines, Wind Turbine Test and Measurement analysis (both for large/small wind turbine), Information, Training and Commercial Services/Market Knowledge and Wind Resource Assessment. The term "NIWE" includes its representatives, executors and successors-in-interest.

WHEREAS CLIENT has made a request to NIWE for academic, research, engineering and training inter action vide their email.



AND WHEREAS NIWE has been pleased to accept the request of CLIENT keeping in mind that such academic, research, engineering and training interaction can be carried out during the period from 08.11.2016 to 07.11.2022.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Scope of the collaboration

The scope of the collaboration is to have academic, research, engineering and training interaction alongwith the CLIENT (hereinafter called "Technical Association") at NIWE and Sathyabama University to have fruitful outcomes in academic, research, engineering and training areas. The exhaustive details of the scope of work are detailed in the annexure to this MOU and shall be binding on the parties entering the MOU.

2. Obligations on the part of CLIENT

2.1	
<i>For tie up with Indian university/ institutions for research & academic Activities</i>	1. The Sathyabama University should consider NIWE as centre for conducting academic, research, engineering and training for the award of certification, acceptable to one and all. 2. The scientists / engineers of NIWE on their individual merit and norms of UGC and in accordance with the Sathyabama University's rules and regulation shall be recognized as researchers/trainers/guides for the academic, research, engineering and training. 3. The Sathyabama University shall provide facilities available with it for the academic, research, engineering and training free of cost.





... scientists and engineers on service roles (permanent / contractual) may be allowed to register for Doctoral programmes for the award of Doctoral degree by the Sathyabama University.

5. The supervisor will be from sathyabama university and the joint supervisor and DC Members shall be from the NIWE.
6. The Sathyabama University shall allow its engineers/scientist to move on deputation, as per the relevant rules of the government in force at that period of time, on a latter day after the completion of the MOU period for undertaking any further course of action as deemed by NIWE, in public interest, in line with the MOU's scope of work.
7. The Sathyabama University shall not entice or lure NIWE's employees with the promise of better pay or benefits and shall not employ any person involved in the joint collaboration under this MOU until and after 3 years from the cessation of the present MOU's validity.
8. The Sathyabama University shall abide by all the rules and regulations of the Government of India and shall not contravene any of the rules in effect by the Government of India during the period of the MOU or after.

3. Obligations on the part of NIWE

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| | <ol style="list-style-type: none">1. NIWE shall make available all the facilities at its disposal for the functional success of the collaboration.2. NIWE shall encourage its scientist/engineers to take up active participation in the various programmes initiated during the joint collaboration. |
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The details of the payment terms and obligations on either party can be worked out later as per individual projects and the then existing actuals.

5. Period of Collaboration

From 08.11.2016 to 07.11.2022

6. Work/ collaboration details

- ❖ Guest Lectures
- ❖ Student Projects
- ❖ Internships
- ❖ Consultancy Works
- ❖ Research and Development Projects
- ❖ Field Visits
- ❖ Training Programmes

7. Indemnity

- 7.1 While executing the collaboration including assistance to NIWE for the work CLIENT shall ensure that their employees take all necessary precautions and follow safety requirements in order to avoid injury of any kind and / or damage to their materials. NIWE shall not undertake any responsibility in this regard.
- 7.2 The CLIENT shall indemnify NIWE against all losses that may be caused to NIWE on account of damage to its installation, instruments, materials, employees etc. if any losses occurred due to reasons attributable to the CLIENT.



Workmen Compensation Act and other statutory enactments made by the employees or representatives of CLIENT and the CLIENT alone shall be liable for the same.

7.4 NIWE shall not be liable for any claim made by CLIENT or his employees during the execution of their obligation under this Memorandum of Understanding while working in the relevant sites.

7.5 NIWE shall not be responsible for any damage caused to the CLIENT's facilities and the instruments, equipments or any other item/article or its parts and other allied accessories / equipment during the course of above said works because of internal deficiencies in the design, engineering, manufacturing erection, operation and maintenance.

8. Intellectual property

The parties concerned agree to respect each other's rights to intellectual property and further the intellectual property rights that rise as a result of any collaborative research or activity under this agreement will be worked out on a case-by-case basis, and will be consistent with officially laid down IPR policies of the two institutions.

9. Confidentiality

Neither party will disclose any of the contents of this MOU or of the commercial arrangements between them without the written consent of the other, except as required by this agreement. The parties in the MOU shall covenant to keep the sanctity of the information w.r.t the other party/ies that they come in possession during the course of the execution of the scope of work and shall not with or without intent place the other party in a position that compromises its integrity.

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10. Force Majeure

- 10.1 The performance of this Memorandum of Understanding will be subject to force majeure conditions.

11. Arbitration

- 11.1 In the event of any dispute or difference between CLIENT and NIWE, arising out of any of the terms of this Memorandum of Understanding or its interpretation, the same shall be referred to the sole arbitration of the Secretary, Ministry of New and Renewable Energy, Government of India, or his/her nominee. Such arbitration shall take place at Chennai.

12. Jurisdiction

- 12.1 Courts in Chennai alone shall have the jurisdiction in respect of all matters arising out of this Memorandum of Understanding.

13. Termination of Contract

- 13.1 In the event the CLIENT is unable to ensure the operation of the work within three years, NIWE shall be entitled to terminate this Memorandum of Understanding.
- 13.2 In case of violation of any of the obligations to be fulfilled by CLIENT, NIWE shall be entitled to terminate this Memorandum of Understanding. In such an event, no financial settlements from NIWE shall be made.





14.1 Any notice or demand required, authorized or permitted to be given by NIWE under this Memorandum of Understanding is deemed to be served upon the CLIENT if left at or posted to CLIENT's address at Sathyabama University, Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600 119. Such notice, if posted, shall take effect from the day following the date of posting and if affixed or left as aforesaid shall take effect from the time of such affixing or leaving as aforesaid. Any notice required to be given under this Memorandum of Understanding shall be in writing and sent by registered post.

IN WITNESS whereof, the parties hereto have executed this Memorandum of Understanding on the day, month and year herein above written.


Sathyabama University
DIRECTOR
SATHYABAMA UNIVERSITY
(Established under section 3 of the JGC Act 1956)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.


National Institute of Wind Energy (NIWE)

WITNESS:

(1) B. Shale Rai
Vice-Chancellor
Sathyabama University
Chennai - 119.

(2) Aamrithan
Additional Director
NIWE.