

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, Government of India and the **<(institute name) >** both the Institute and the **<(Govt. Bodies / Private institution / industry/ university / foreign agencies) >** enter into the formal statement of collaboration in the form of Memorandum of Understanding (MOU) for the purpose of **< (nature of interaction - academic /research / engineering / training / socio-economic activity / other) >** interaction.

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.

< A brief history of the MOU partner >

This MEMORANDUM OF UNDERSTANDING executed at Chennai on **(date)** BETWEEN **< MOU Partner Name, address and representative name & designation and MoU partner should be arrayed as recitals in the MoU>**, (hereinafter called "CLIENT"). The term "CLIENT" include 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 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 Customized Services / Market Knowledge and Wind Resource Assessment. The term "NIWE" include its representatives, executors and successors-in-interest.

WHEREAS CLIENT has made a request to NIWE for **< nature collaboration requested >**, vide their **< details of route of communication - email, official courier, other means>**.

AND WHEREAS NIWE has been pleased to accept the request of CLIENT keeping in mind that such **< detail of work collaborated for >** can be carried out during the period **<from --**

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Scope of the <work nature description-Contract/collaboration/development>

The scope of the <work nature> is to <details of end product/program/action> <belonging to/along with/from> the CLIENT (hereinafter called "<a short name for the noun relating to the action>") at <location detail of the action> to <details of the expected action for the collaboration>. 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> <i>For Government Bodies</i> <i>Private Institutions</i> <i>Foreign bodies</i>	1. The <u><collaborator></u> should consider NIWE as centre for conducting <u><activity name></u> for the <u><award / conferment></u> of <u><proper title/degree/designation></u>, acceptable to one and all. 2. The scientists / engineers of NIWE on their individual merit and in accordance with the <u><collaborator's></u> rules and regulation shall be recognized as researchers/trainers/guides for the <u><details of the work involved in the collaboration></u>. 3. The <u><university/institution></u> shall provide facilities available with it for the <u><activity></u> free of cost. 4. Scientists and engineers on service roles (permanent / contractual) may be allowed to register for Doctoral programmes for the award of Doctoral degree by the <u><university/institution></u>. 5. The <u><Chief of the programme></u> shall be from NIWE and the <u><co-chair/chief></u> shall be from the <u><collaborator></u>. 6. The <collaborator> 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 <collaborator> 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 <collaborator> 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 Govt. of India during the period of the MOU or after.

3. Obligations on the part of C-WET

<i>For tie up with Indian university/institutions for research & academic Activities.</i>	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. 3. NIWE shall bear the parts of the cost agreed
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4. Fees and terms of payment

< state the cost implications for the collaboration >. The details of the payment terms and obligations on either party are detailed in annexure.

5. Period of Collaboration

<state the period of the collaboration>

6. Work/ collaboration details.

<break up of the work flow and the designated mile stone activities with the details of the review meetings and the results expected thereof>

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.
- 7.3 NIWE shall not be liable for any claims including those under 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, equipment 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 institution.

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.

10. Force Majeure

9.1 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 MoU

13.1 In the event the CLIENT is unable to ensure the operation of the work within < specify the period > 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. Address for service of notice

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 <address>. 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.

(CLIENT)

National Institute of Wind Energy (NIWE)

WITNESS:

(1)

(2)