

भारतीय गैर न्यायिक

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Rs. 100

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ONE HUNDRED RUPEES

भारत INDIA

INDIAN NON JUDICIAL

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12 MAR 2020

BY 774916

OHM Energy management Sys Pvt.Ltd, Chennai-40

K. VIJAYAPATHY (S.V.)  
187, MUTHURANGAM ROAD,  
W.TAMBARAM, CHENNAI - 45.  
No. 16559 / C / 89 DT. 4.12.89  
Cell: 99405 80802

## Memorandum of Understanding

- 1.0 This Memorandum of Understanding (MOU) is made at Chennai on **16<sup>th</sup> day of March 2020** between OHM Energy Management Sys. Pvt. Ltd, a company incorporated under the provisions of The Companies Act, 1956, having its registered office at S.V. Towers, Plot No. 1741, 18th Main Road, Anna Nagar West, Chennai - 600 040, and factory at B27 & B28, SIPCOT Industrial Park, Irungattukottai, Sriperumpudur 602 105, Tamil Nadu (hereinafter, for the purpose of this Agreement, referred to as "OHM Energy") of the ONE PART;

And

B.S. ABDUR RAHMAN CRESCENT INSTITUTE OF SCIENCE AND TECHNOLOGY, Vandalur, Chennai - 600 048, A deemed to be university established under section 3 of UGC act 1956 having its campus at Seethakathi



*A. S. J.*  
REGISTRAR  
B.S. Abdur Rahman  
**Crescent**  
Institute of Science & Technology  
Vandalur, Chennai-600 048

Estate, Vandalur, Chennai 600 048, involved in providing quality education, research and extension service for over 35 years (Hereinafter, for the purpose of this Agreement, referred to as "BSACIS&T") of the OTHER PART.

(Both OHM Energy and BSACIS&T shall hereinafter be referred to as such and/or individually as Party and collectively Parties.)

## 2.0 PREAMBLE

OHM Energy is a state-of-art manufacturing firm based in Chennai with specialization in MV/LV switchgear panels, control & relay panels, MV/LV bus ducts, fabricated panels to suit customer needs and distribution boards for both the utilities and industrial consumers. OHM Energy is equipped with a team of specialized engineers with exceptional base of experience in electrical control & protection, switchgears, automation, capacitor bank and fabrication and with wide exposure in manufacturing, execution of turn key projects, materials management, asset management, shared services and customer management.

OHM Energy and BSACIS&T are desirous of nurturing mutual interaction in areas jointly identified by the two parties, including

- (a) Provide guidance and training for Graduate/Diploma Engineering Trainees of OHM Energy
- (b) Provide reverse training of faculty members at plant in the areas of MV/LV switchgear panels, control & relay panels and distribution boards
- (c) OHM Energy will assist BSACIS&T in building programme curriculum of Department of Electrical and Electronics Engineering
- (d) Sharing knowledge resources in terms of affiliate faculty from OHM Energy
- (e) Provide consultancy
- (f) Offer implant training / internship and industrial projects for the students of BSACIS&T
- (g) Offer training at BSACIS&T for OHM Energy employees and
- (h) Placement for Students.



Page 2 of 7



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### 3.0 SCOPE OF THE MoU

This MoU details the scope of collaboration and the terms and conditions, financial implications wherever applicable, intellectual property rights, responsibilities and obligations of OHM Energy and BSACIS&T.

### 4.0 MoU TERM

This MoU shall commence on **16th March 2020** and subject to the provisions of this MoU for its earlier termination, shall continue for a period of 5 years. The MoU shall be extended for further period, as may be mutually agreed by both parties.

### 5.0 AREAS OF COLLABORATION

#### 5.1 PROVIDING TRAINING FOR GRADUATE / DIPLOMA ENGINEERING TRAINEES OF OHM ENERGY

BSACIS&T shall offer guidance and training to the Graduate / Diploma Trainees of OHM Energy on modules specified by OHM Energy, whenever required, for a period as required by OHM Energy.

#### 5.2 PROVIDING CONSULTANCY AND TECHNICAL SUPPORT TO OHM ENERGY

Also, BSACIS&T shall offer consultancy and technical support to OHM Energy in the areas as required, using the infrastructure available at BSACIS&T.

#### 5.3 TRAINING FOR FACULTY MEMBERS OF BSACIS&T

To enable faculty members to have industrial exposure, Ohm Energy shall provide short duration training to BSACIS&T faculty. The time and duration of such training shall be decided by Ohm Energy.

#### 5.4 GUEST LECTURES / AFFILIATE FACULTY

With the objective of knowledge sharing for mutual benefit by both parties, OHM Energy will deliver guest lectures on topics related to MV/LV switchgear panels, control & relay panels, and distribution boards to the students and faculty members of BSACIS&T. Similarly, the faculty members of BSACIS&T shall deliver lectures to OHM Energy.

#### 5.5 IMPLANT TRAINING / INTERNSHIP/ PROJECTS FOR STUDENTS

OHM Energy shall offer implant training / internship / projects for undergraduate and postgraduate students of BSACIS&T during the summer/winter vacation period.

Page 3 of 7



  
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Vandalur, Chennai-600 048

## 5.6 CAMPUS RECRUITMENT

OHM Energy shall consider the UG and PG students of BSACIS&T for placement with OHM Energy depending upon their need, and suitability of students, wherever possible.

## 5.6 OTHER ACTIVITIES

OHM Energy and BSACIS&T shall identify other relevant areas of interaction which may arise out of their needs in future through mutual consultation wherever possible. Wherever OHM Energy and BSACIS&T jointly work on innovation, research projects and if it results in breakthrough innovations, both parties shall have equal right to patent the process/new findings. However, commercialization of patent rights shall vest with OHM Energy and sharing of benefits arising out of commercialization shall be mutually discussed and agreed upon, by both the parties, at an appropriate time.

## 6.0 RELATIONSHIP BETWEEN THE PARTIES

Neither BSACIS&T nor OHM Energy is or shall be an agent or legal representative or partner of the other. Neither of them is or shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other. Neither of them is or shall be an employee or franchisee of the other nor does this MOU creates a joint venture or any similar relationship between them unless specifically agreed and approved.

## 7.0 MONITORING OF IMPLEMENTATION

7.1 A coordination committee shall be formed by both parties with two members nominated from OHM Energy and two members from BSACIS&T for planning, coordination and implementation of the various aspects of this MOU. The coordination committee shall also review progress of work periodically and identify new areas which will be beneficial to both parties.

7.2 Separate monitoring committee may be constituted by the coordination committee wherever necessary for specific tasks / projects identified in the area of collaboration in pursuance of this MOU.



Page 4 of 7

A handwritten signature in blue ink is positioned above the logo of Crescent Institute of Science & Technology. The logo includes the text "REGISTRAR B.S. Abdur Rahman" above the word "Crescent" in a large, bold, purple font. Below "Crescent" is the text "Institute of Science & Technology" and "Vandalur, Chennai-600 048".

## 8.0 FINANCIAL ARRANGEMENT

The financial commitment and other terms and conditions for activities such as training and consultancy, shall be worked out by B.S. Abdur Rahman Crescent Institute of Science and Technology and communicate to OHM Energy. However, the coordination committee shall provide necessary assistance to arrive at mutually agreeable terms and conditions.

## 9.0 CONFIDENTIALITY

9.1 Neither of the Parties shall, at any time, disclose to third party, any confidential information of the other Party, which is acquired pursuant to this Agreement without the prior written consent of the other Party.

9.2 This undertaking shall not apply to any information which:

- i. Is or comes into public domain; or
- ii. Is required or requested to be disclosed by either Party by law or by regulation or by any court of competent jurisdiction; provided Party required to disclose such information shall give advance notice of such disclosure to other Party and shall also render all support to the other Party in any action, as may be required, by such Party to protect its interest affected, if any, by reason of such disclosure; or
- iii. Is known by either Party before the date of entering into this Agreement; or
- iv. Becomes available to either Party from a person other than the other Party and which person is not bound by an obligations of such confidentiality.

9.3 The Parties shall perform obligation pursuant to this Para, which shall survive for a period of 2 (two) years from the date of termination of this Agreement.

## 10.0 GENERAL

10.1 This MOU may be terminated by either party by giving three months notice.

Either party may terminate this MOU if either of the parties is not satisfied with the arrangement for reasons beyond their control for going ahead with the

Page 5 of 7



Handwritten signature in blue ink above the text:  
REGISTRAR  
B.S. Abdur Rahman  
**Crescent**  
Institute of Science & Technology  
Mandalur, Chennai-600 048

implementation of the provision of this MOU and such reasons beyond control continue for a period of six months.

There shall be no liability on the part of any party to the other arising from the termination of this MOU provided that in case of this Agreement coming to an end by earlier termination as aforesaid the ongoing research projects & Testing and programs shall be completed as per the plan agreed by OHM Energy and BSACIS&T and both Parties shall fulfill their respective obligations, as per this Agreement.

10.2 Neither party shall make any presentations pertaining to the other or its business or affairs, without the written consent and approval of other party.

10.3 Neither party shall disclose the existence, or the terms and conditions, of this MOU or any information connected with it or any information received from the other or otherwise during the implementation of this MOU, or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MOU, or its subsequent amendments, if any.

#### 11.0 DISPUTE RESOLUTION

In the event of any dispute or disagreement between the parties hereto each party shall appoint a designated officer to meet for the purpose of resolving the dispute. If no agreement is reached within a period of 60 days, it will be referred to a mutually agreed arbitrator.

The Arbitration and Conciliation Act, 1996 and the rules made there under or any statutory modification or re-enactment thereof or any rules made thereof shall be deemed to apply to the arbitration proceeding under this clause.

The Arbitration proceeding shall be in English language. The Venue of the arbitration proceeding shall be the office of the BSACIS&T or OHM Energy in Chennai or such other places as the arbitrator may decide.

#### 12.0 GOVERNING LAW AND JURISDICTION

This MOU shall be subject to and governed by the appropriate laws of India. The jurisdiction shall be competent court in Chennai only.



Page 6 of 7


A handwritten signature in blue ink is positioned above an official stamp. The stamp reads "REGISTRAR B.S. Abdur Rahman" in black text, followed by "Crescent" in a large, bold, purple font, and "Institute of Science & Technology Vandalur, Chennai-600 048" in black text below it.

REGISTRAR  
B.S. Abdur Rahman  
**Crescent**  
Institute of Science & Technology  
Vandalur, Chennai-600 048

### 13.0 COMMUNICATION

All communication between the parties shall be in writing and in English, and will be served to respective postal addresses mentioned in this MOU. This MOU is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

This MOU will take effect from the date of its signing by both the parties.

  
16/03/2020

**Mr. S. Mohan, Director,**

For OHM Energy Management Sys Pvt. Ltd.,  
(Authorized Signatory)




  
16.03.2020

**Dr. A. Azad, Registrar**

For B.S. Abdur Rahman Crescent  
Institute of Science and Technology  
(Authorized Signatory)

REGISTRAR  
B.S. Abdur Rahman  
**Crescent**  
Institute of Science & Technology  
Vandalur, Chennai-600 048


### WITNESSES

  
16/3/2020

1. **Signature** : Mr. S. K. Mohamed Aslam

**Name** : General Manager

**Address** : OHM Energy Management Sys. Pvt. Ltd.,  
S.V. Towers, Plot No. 1741, 18th Main Road,  
Anna Nagar West, Chennai - 600 040

  
16/03/2020

2. **Signature** : Dr. Y. Mohamed Shuaib

**Name** : Head of the Department

**Address** : B.S. Abdur Rahman Crescent Institute of Science and Technology,  
GST Road, Vandalur, Chennai 600 048.