

MEMORANDUM OF UNDERSTANDING

Between

kWatt Solutions Pvt. Ltd

151, Powai Plaza

Hiranandani Gardens,

Powai - 400076

Registered under the companies Act, 1956 (No. 1 of 1956)

(Referred to as "**kSPL**" in the following)

And

Dr. Vithalrao vikhe Patil College Of Engineering

SH10, Post MIDC, Vadgaon Gupta (Vilad Ghat),

Ahmednagar, Maharashtra -414 111.

(Referred to as "**DVPCOE**" in the following)

Together referred to as "the parties"

Binding Character of this MEMORANDUM OF UNDERSTANDING

This Agreement results in binding of both the parties to setup a training center which will create Suryamitra and provide training to students on roles & responsibilities & association terms as defined on project-to-project basis.

kWatt Solutions Pvt. Ltd. (kSPL) and DVPCOE will sign an agreement to conduct "Suryamitra" solar training program of National Institute of Solar Energy (NISE), Ministry of New And Renewable Energy (MNRE), GOI. DVPCOE will provide all the basic infrastructure facilities for the training program and kWatt Solutions Pvt. Ltd. conduct the training program required for trainees during the tenure of training program.

Essential Terms of MOU:

- kSPL is responsible for conducting all the training programs of Suryamitra course
- kSPL will be responsible for providing training kits, tools, and other training related experimental equipment.
- DVVPCOE will bear the training stationary equipments such as Projector, White boards and Markers
- DVVPCOE will bear the Electricity charges, Water charges used during the training program
- kSPL will pay DVVPCOE for using the infrastructure for training, Practical sessions and accommodation on monthly basis as mentioned below:-
- kSPL will pay DVVPCOE for arranging the Food facility and other food related expenses which includes Tea, Breakfast, Lunch, Evening Tea, and Dinner as mentioned below:-

Rent Commercials

- The commercials mentioned are on monthly basis and will be recurring for the period of time the center is used by kSPL.
- Rent will be transferred to DVVPCOE on monthly basis at the end of every month.
- kSPL will be responsible for the procurement and installation of 1.2kWp ground

Sr.No.	Particular	Rupees Per Day	Number of Trainees	Per Rent(Rs.)	Month
1	Infrastructure for Training, practical and Accommodation	40	30+1	37,200	
2	Daily Food	96	30+1	89,280	
	Total				
	Round off total	136	30+1	1,26,280	

- mounted PV plant for experimental purpose with following details

- Following are the details of the 2kWp Solar system which will be installed at the campus

1. 2kWp PV Modules
2. Inverter
3. Battery
4. Dismountable structure
5. BOS

Scope of Work for 1.2kWp Standalone plant

- a) Procurement- kSPL will be responsible for procurement of all the instruments required for setting up 2 kWp plant
 - b) Infrastructure- Outdoor area for setting up a Solar PV system which includes above mentioned setups for training will be provided by DVVPCOE.
 - c) Civil work- Necessary civil work for foundation and other electrical facilities such as auxiliary power supply (single or three phase) will be provided by DVVPCOE.
 - d) Installation- kSPL is responsible for complete installation of the solar lab setup instruments
 - e) Maintenance – DVVPCOE is responsible for security and maintenance of the plant.
 - f) Any Electrical / Civil maintenance work which are not mentioned or included here but necessary for the longevity of the plant shall be carried out by the DVVPCOE
- DVVPCOE will provide basic infrastructure facilities as mentioned below for the laboratory and training purpose of approximately 1200 Sqmtr for practical training and 360 Sqmtr for Workshop which includes:-
 - a) A dedicated solar experiment lab Accommodating around 30 students to perform hands on practical sessions (sufficient enough for the students to perform the experiments)

b) A lecture/seminar room accommodating around 30 Students for theoretical sessions and conducting seminar.

c) A Computer laboratory (with approximate 30 systems) for training on simulation software

d) In exceptional cases, whenever the training is held out of the campus DVVPCOE will provide the Transport buses where the diesel cost will be borne by KSPL at actual

e) DVVPCOE will provide the Open area for Morning activity such as Yoga/PT during the time of Training program

- DVVPCOE is responsible for providing food, accommodation and other basic amenities to trainees and trainers
- DVVPCOE will provide infrastructure, necessary civil work for foundation and other electrical facilities such as auxiliary power supply (single or three phase) during the training programs
- DVVPCOE will provide all amenities for 7 days of a week during the tenure of training
- DVVPCOE will be responsible for maintaining the hygiene, maintaining the cleanliness of Bathrooms, labs and hostels

Effective Date and Term:

The MOU is effective from February 2018 for a period of 2 years

Confidentiality:

The parties will disclose information of both commercial and technical nature. The information will be disclosed orally, on tangible data or information carriers (e. g. written documents or drawings), electronically (e. g. in the form of electronic files or programs) or by submitting objects (e. g. machinery, mechanical or electronic components or assemblies). This information may contain trade secrets of significant business importance. This information is considered confidential and will be referred to as "Confidential Information" in the following.

kSPL and DVVPCOE shall not use the disclosed Confidential Information other than for carrying out the purpose of this MoU. In particular, they agree not to communicate or disclose the Confidential Information to any third party, use the Confidential Information as a subject for developments of their own, and not to use the Confidential Information to enhance their own products, use the Confidential Information as the subject of applications for intellectual property rights and use the Confidential Information to oppose applications for intellectual property rights of the disclosing party. Furthermore, the parties agree to treat the content of this MoU as confidential towards any other party.

kSPL and DVVPCOE shall make accessible Confidential Information (in particular copies of written documents containing Confidential Information and Confidential Information stored on data carriers or submitted objects) only to those employees and consultants who are involved in implementing the purpose of this MoU and need the Confidential Information for carrying out their associated tasks. On these persons the secrecy obligations of this Confidentiality Agreement shall be imposed, even beyond their employment or contractual relationship.

The obligation of confidentiality and restrictions of use no longer apply if and as soon as the Confidential Information is or becomes public knowledge without breach of this Confidentiality Agreement (including the disclosure by the disclosing party to a third party without obligation of confidentiality) or the recipient can prove to have been in possession of the Confidential Information prior to receiving the information from the disclosing party; in this case, the recipient should inform the disclosing party of such prior knowledge, or the Confidential Information has lawfully been disclosed to the recipient by a third party without obligation to treat the information as confidential, or the recipient realized or acquired the Confidential Information independently of the disclosing party, or a court or an administrative or government authority requests the recipient to disclose the Confidential Information or the recipient must disclose it pursuant to applicable laws.

Miscellaneous:

If any term of this MOU is or becomes invalid in total or in part, this shall not have any effect on the validity of the remaining terms of this MOU. In such a case, the parties shall cooperate to agree on a new provision that is as close to the invalid provision in economic terms as legally admissible.

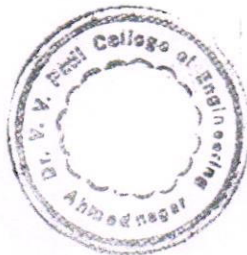
All terms agreed between kSPL and DVVPCOE relating to the subject of this MOU has been recorded in writing. There are no further oral provisions made. Any amendment to this MOU must be made in writing to be valid. Any waiver of this written form requirement must be made in writing.

All legal relationships arising from this MOU for the parties shall be governed by the law of India. Exclusive place of jurisdiction for all disputes arising from this MOU shall be Mumbai.

For DVVPCOE

Authorized Signatory:

Principal **PRINCIPAL**
Dr. Vithalrao Vikhe Patil
College of Engineering
Ahmednagar



For kWatt Solutions Pvt. Ltd.

Authorized Signatory:

Director