



MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING BETWEEN NATIONAL INSTITUTE OF TECHNOLOGY AGARTALA (NIT AGARTALA) AND TRIPURA STATE ELECTRICITY CORPORATION LIMITED AGARTALA (TSECL AGARTALA) FOR KNOWLEDGE SHARING AND CAPACITY BUILDING IN THE CONCERNED AREAS.

This Memorandum of Understanding (MOU) is made on the _____ between NATIONAL INSTITUTE OF TECHNOLOGY AGARTALA (NIT AGARTALA), established by an Act of Parliament in 2006; hereinafter referred to as First Party.

AND

TRIPURA STATE ELECTRICITY CORPORATION LIMITED AGARTALA (TSECL AGARTALA), a company incorporated under the Companies Act, 1956, having its Registered Office at R7RM, Banamalipur, Agartala, Tripura-799001 (hereinafter referred to as "TSECL" which expression shall unless repugnant to the context herein include its administrators, successors, executors and permitted assigns) hereinafter referred to as Second Party


(NIT Agartala and TSECL are hereinafter individually referred to as the 'Party' and collectively as 'Parties')

1. OBJECTIVES OF THE MoU

The objective of the MoU is to

Strengthen academia-industry interaction for knowledge sharing and capacity building through collaboration.

- Encourage research on issues related to the Indian power sector and identification of the industrial R & D problem related with Power System based on TSECL Experience as R & D and/or Consultancy Project.
- Undertake Data Sharing between NIT Agartala and TSECL based on Non-Disclosure Agreement (NDA) for Research work as quoted above and for evaluation of Research being done depending upon the merit as decided by TSECL and NIT Agartala 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.
- Undertake Joint R & D Project proposal on identified problems to MoP, MNRE, DST and MoE etc.
- Undertake R & D/Consultancy Projects of TSECL by NIT Agartala.


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2. SCOPE OF WORK

Subject to the terms and conditions of this MoU, the Scope of MoU between NIT Agartala and TSECL is hereunder –

a) Role of NIT Agartala

- i. Provide support in Research & Developmental activities of mutual interest.
- ii. Design 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 NIT Agartala.
- iv. Invite Expertise from TSECL for familiarizing Students and Faculty of NIT Agartala with ongoing development in the Indian Power System.
- v. Share the project reports and relevant details of the research carried out under this MoU.

b) Role of TSECL

- i. Provide internship to UG/PG students of NIT Agartala on mutually convenient time slots and batch size.
- ii. Suggest research problems that could be taken up by NIT Agartala and provide data available with TSECL for such research subject to signing of Non-Disclosure Agreement.
- iii. Facilitate visit of students/faculty to TSECL for practical exposure and orientation with Indian Power System.
- iv. Provide suggestions for revising the UG/PG/Ph.D curriculum to suit industry requirements as and when required by NIT Agartala.
- v. Collaborate on Joint R & D Project proposal on identified problems to MoP, MNRE, DST and MoE etc. subject to the fulfillment of various modalities decided between NIT Agartala and TSECL.

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 both the parties by their duly authorized representative at any time.

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5. CONFIDENTIALITY

- a) During and for a period of five 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.
- 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.

6. TERMINATION

This MoU may be terminated by mutual consent of 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

Prof. Arvind Kumar Jain, Prof P.N.Das, Dr.R.N. Ray, Dr Shailendra Singh, Dr Bikram Das, Dr Abnishwar Chakraborty Dr Sadhan Gope, Department of Electrical Engineering (Mob: +91-9406576108, Email: arvindj@nita.ac.in) will be the coordinators from NIT Agartala and General Manager-Technical, (Distribution), Addl General Manager (EC-1) & DGM(Corp/HRD)-(Mob: 9436465388) will be the coordinator from TSECL for implementation of this MoU.

The Coordinator may, however, change upon as and when the need for change felt by Director, NIT Agartala or Head of the TSECL.

Handwritten signature and date: 17/2/25

9. CONDUCT OF MEETING

The coordinators of TSECL and NIT Agartala 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

TSECL shall sponsor the activities and Research/consultancy Project(s) based on the modalities decided between TSECL and NIT Agartala in coordination and discussion with each other. This will be subject to decision by TSECL Agartala. The details of the activities and Research Project shall be worked out separately between TSECL and NIT Agartala based on discussion with each other.

12. COUNTER PARTS

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 connection with this MOU, in the first place to the extent possible, be resolved amicably between the Parties failing which the same shall be settled in accordance with the provisions of Arbitration and Conciliation Act, 1996 and its amendments thereafter by a Sole Arbitrator to be agreed by both Parties.

Arbitration proceedings shall be held at Agartala and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be in English.

The Courts of Agartala shall have the jurisdiction in case of any legal dispute.

Handwritten signature and date: 17/2/25

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 Coordinator appointed by the parties:

Address:

**Managing Director
TSECL AGARTALA
Bidyut Bhavan, Corporate Office
Agartala, Tripura-799001**

**Director,
NIT Agartala, Barjala, Jirania,
Tripura(W)-799046**

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
TSECL, Agartala**

Biswajit Basu
Name: Mr Biswajit Basu 17-2-25

Designation: **Managing Director**
(*Mr. Biswajit Basu*)
Managing Director
TSECL, Agartala, Tripura.

Witness:

1. *Mita Saha* (MITA SAHA)

Name: Smt Mita Saha
Designation: AGM-Corporate Office

2. *Syamal Baidya*

Name: Shri Syamal Baidya
Designation: AGM EC II

**FOR AND ON BEHALF OF
NIT, Agartala**

Ashish Badola
Name: 17/2/25
Col. Ashish Badola

Designation: **Registrar**
Col. (Dr.) Ashish Badola
Registrar, NIT Agartala

Witness:

1. *Tarun K Misra* 17/2/25

Name: **Prof. TARUN K MISRA**
Designation: **Dean (R&C)**

2. *Arvind Kumar Jam*

Name: **Prof. Arvind Kumar Jam**
Designation: **HoD-EE**



NIT AGARTALA