



**A**  
**Memorandum of Understanding**  
**Between**  
**SolarHub Energy India Pvt Limited, Hyderabad**  
**("SolarHub")**  
**And**  
**Veer Surendra Sai University of Technology,**  
**Burla**  
**("VSSUT")**

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") dated **08/02/2022** ("Effective Date"), by and between **SolarHub Energy India Pvt Limited**, with its principal place of business at Plot No 1211, Gokul Plots, KPHB Phase 9, Hyderabad 500050, India ("**SolarHub**") and **Veer Surendra Sai University of Technology ("VSSUT")**, Burla, Sambalpur – 768018, Odisha, India, a State University established under Section 2(f) & 12(B) of section 22 of University Grants Commission (UGC) Act, and having its principal or registered office at Siddhi Vihar, Burla – 768018, Odisha, India ("University").

WHEREAS, SolarHub is a leading global information technology consulting and business process services company. Solarhub is seeking to collaborate with different universities and colleges to share the real time industrial knowledge and carry forward collaborative research projects in Electrical Vehicle Domain.

WHEREAS, VSSUT is a State University established under Section 2(f) & 12(B) of section 22 University Grants Commission (UGC) Act 1956. The university is the first and oldest government owned engineering college as formed by Orissa Act 9 of 2009 by converting University College of Engineering (UCE), Burla to a non-affiliating Unitary University and came into force by issue of notification by the Industries Department, Government of Odisha from 1st day of July 2009(Vide memo No.IV/TTI-33/2009-8553 and 8564 dtd.10th June 2009.university.This State Government University is also recognized by University Grants Commission (UGC), New Delhi vide UGC letter No. F.9-36/2009(CPP-I) dtd.5th Jan 2010. The University is empowered to award degrees as specified by the UGC under section 22 of the UGC Act. The University is equipped with necessary infrastructure to carry out training, research, consulting, and other related services.

WHEREAS, University and SolarHub wish to engage in activities related to **Solar Power Plants, Electric Vehicle Charge Stations & Substation Automation, Cooling Systems involved in power generation plants, Design of Laminated Bus Bars, Power Plant Design, Testing (System Reliability and Cost Analysis), Multi winding transformers, Packaged Substations, Electric and Hybrid Vehicle design and development** including engaging the talented resource pool to execute new concept design, prototype sample development, model based design, execute experiments in University's lab, assist the University on curriculum definition, assist the University to establish laboratories at the cost of the University, especially two labs of the Department of Electrical and Electronics Engineering (EEE), viz., **Automation & Sensors Lab**" and **'EV and Renewable Energy Lab'** for creating Control and Automation facilities, Sensors Design and Testing, and IoT and Cyber Physical System while, the **'EV and Renewable Energy Lab'** which comes under their proposed RTDS Lab to perform electric and hybrid vehicle validation works.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS AND MUTUAL PROMISES SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SOLARHUB and University will collaborate to explore academic, research programs and business opportunities for mutual benefit.
2. SOLARHUB and University will identify potential opportunities for joint research programs, which may be executed and delivered by the parties together or independently.



3. SOLARHUB may provide personnel to facilitate work from university facilities on projects identified for collaborative business and research programs, based on the terms and conditions as maybe separately agreed upon for each of those identified projects.
4. Each party reserves and retains all right, title and interest in and to its proprietary software, products, and processes. Neither party shall take any action inconsistent with, nor that might adversely affect other party's rights hereunder. Nothing contained in this MOU will be construed as granting or conferring any rights by license or otherwise, express or implied, or otherwise for any patents, copyrights, trademarks, know-how or other proprietary rights of either party acquired prior to or after the date of this MOU.
5. Each party shall treat the business, technical, financial information, negotiations and the content of this MOU as Confidential Information. Neither party shall disclose any confidential information to any third party without the consent of the other party or use such Confidential Information except to the extent necessary to carry out obligations for which it is been provided. This obligation does not apply if (a) it is or becomes generally available to the public; or (b) is independently developed by the other party without the use of such disclosed materials; or (c) has been acquired through a third party who is not obligated under this MOU; or (d) was already in its possession prior to the date hereof or (e) if the party is required to disclose by operation of law. The obligation shall survive three (3) years after the termination of this MOU. Parties acknowledge that the confidential information is valuable and unique. In case of breach, the affected party shall be entitled to injunctive relief in addition to all other remedies available in law or equity including monetary damages.
6. Neither party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned party or without it's fault or negligence, including without limitation, strikes, riots, wars, fires, epidemics, pandemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any governmental body.
7. During the term of this MOU, and for a period of one (1) year immediately following the termination of this MOU, neither SOLARHUB nor University shall knowingly make an offer of employment to any officer, University or employee of the other who is involved with the efforts under this MOU, without prior written approval of the other party.
8. University agrees that SOLARHUB has expended considerable time and resources in the exploration and determination of viable business opportunities with the University. As such University agrees that for the term of the MOU, University shall not actively invite a competing offer, or engage in competitive discussions with, any service provider other than SOLARHUB. This period may be extended further by mutual agreement of the parties hereto. Provided, however, nothing in this clause 9 shall preclude University from entertaining a competing offer independently made by a third party without any solicitation or invitation from the University.
9. This MOU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein.



10. Nothing in this MOU shall be construed to grant either party the right to make commitments of any kind for or on behalf of the other without the other's prior written consent. At all times contemplated herein, SOLARHUB and University shall remain independent contractors, each responsible for its own employees. Each party assumes no responsibility to the other for costs, expenses, risks, and liabilities arising from the efforts of the other.
11. Unless otherwise agreed upon by the Parties, the Sections 6 & 7 shall have binding effect and survive expiry / termination of this MOU.
12. Neither party shall assign, or in any manner, transfer its interest or any part thereof in this MOU, except to wholly-owned subsidiaries.
13. The parties may by mutual consent extend the term of the MOU, failing which this MOU stands terminated. Neither party is entitled to any compensation in the event of termination of this MOU. The terms and conditions of the proposed agreement shall prevail over this MOU.
14. Notwithstanding anything to the contrary in this MOU, any Exhibit or Attachment or any other document signed between the Parties regarding the subject matter of this MOU, either prior or subsequent to this MOU, under no circumstances will either party be liable for indirect, special, consequential or incidental losses or damages (including, but not limited to loss of profits, lost or damaged data, failure to achieve cost savings, loss of equipment or systems, or the failure of or increased expense of operations) of any kind, regardless of whether any such losses or damages are characterized as arising from breach of contract, warranty, tort, strict liability or otherwise, even if such damages are foreseeable or either or both parties have been advised of the possibility of such damages. The maximum aggregate liability of parties under this agreement shall, regardless of the form of claim, be limited to USD 0000/- (ZERO US dollars only). University shall indemnify and hold harmless SOLARHUB and its affiliates, officers, directors, and employees from any third party claims arising out of SOLARHUB usage of material provided by University. Likewise, SOLARHUB shall indemnify and hold harmless University and its affiliates, officers, directors, and employees to the extent SOLARHUB has proximately caused the infringement of any intellectual property rights of a third party except where said infringement is a result of SOLARHUB's compliance with designs or specifications provided by University.
15. The parties recognize and understand that this document is an expression of intent and merely shall be considered as a starting point for further discussions and negotiations. Accordingly, except for relevant parts of Sections 5 – 18 nothing in this MOU shall be construed as to be legally binding for any of the parties and shall under no circumstances create any legal obligations or commitments. Hence and notwithstanding anything to the contrary in this agreement, any Exhibit or Attachment or any other document signed between the parties regarding the subject matter of this agreement prior to this agreement, in no event shall either party be liable to the other for the non-fulfillment or non-performance by either party of its intentions laid down herein and neither party shall be liable to the other party for any loss of profits or revenue, or loss or inaccuracy of data or for any direct, indirect, incidental, special or consequential damages incurred by the other party as a result of such non-fulfillment or non-performance.
16. This MOU shall cease to exist after the expiry of three (3) years from the Effective Date ("Term"). SOLARHUB and University agree to negotiate and draft a definitive agreement based on this MOU, as soon as practicable within the Term, and such supplemental agreements as are necessary to implement the foregoing, including license agreements, intellectual property



agreements, non-disclosure and confidentiality agreements, and business operating agreements. The supplemental agreements will include performance and quality standards acceptable to each of the parties. Notwithstanding anything contained herein, either party may terminate this MOU by providing at least five (5) days' prior written notice in the event the other party has materially breached any of its obligations under Sections 5-18 herein and fails to rectify said breach within the notice period.

17. Neither SOLARHUB nor University shall make any public announcement (including press release) regarding this MOU without consultation with and the prior written approval of the other party.
18. This MOU shall be construed in accordance with and governed by the laws of India. Any and all disputes pertaining to this MOU shall be referred to Arbitration, the proceedings of which shall be governed by Arbitration and Conciliation Act, 1996.
19. Contact Information: Each party agrees that the respective specific point of contact (SPOC) listed below have full authority to direct and provide feedback relating to the project described in this MOU. Either party may change its SPOC from time to time, upon notice to the other party

**University SPOC:**

Name: Dr. Gyan Ranjan Biswal  
Title: Associate Professor, EEE & Prof. I/C- Automation & Sensors Lab  
Phone No.: 8284008360  
Email Address: gyanbiswal@vssut.ac.in

**SOLARHUB SPOC:**

Name: Suresh Kondepati  
Title: ECO  
Phone No.: 8686363068  
Email Address: suresh@solarhubind.com

IN WITNESS WHEREOF, the parties hereto cause this MOU to be executed by their duly authorized representatives.

**University**

Sign: B. Majhi  
09/08/2022

Name: Prof. Banshidhar Majhi

Title: Vice-Chancellor

**SolarHub India Pvt LTD**

Sign: S. Kondepati

Name: CEO

Title: Suresh Kondepati