

Memorandum of Understanding
Between



Malaviya National Institute of Technology Jaipur Rajasthan

Jawahar Lal Nehru Marg, Jhalana Gram, Malaviya Nagar, Jaipur, Rajasthan 302017

and



STATE LOAD DESPATCH CENTER

Rajasthan Rajya Vidyut Prasaran Nigam Ltd

State Load Despatch Centre (SLDC) Rajasthan

SLDC Building, Heerapura, Jaipur, Rajasthan 302024

Memorandum of Understanding

This Memorandum of Understanding ("MoU") is made as of the 07th day of October ..., 2025 ("Effective Date").

BY AND BETWEEN

Malaviya National Institute of Technology Jaipur, a statutory body constituted as an Institute of National Importance through an Act of Parliament, Ministry of Education, Government of India, functioning at its premises at Jawahar Lal Nehru Marg, Jhalana Gram, Malaviya Nagar, Jaipur, Rajasthan represented by the **Director, MNIT Jaipur** (hereinafter referred to as '**MNIT Jaipur**') which expression shall where the context so admits includes its successors in interest and permitted assigns as First Party.

AND

State Load Despatch Centre (SLDC) Rajasthan, established at SLDC Building, Heerapura and operated by Rajasthan Rajya Vidyut Prasaran Nigam Limited, which is State Transmission Utility having its registered office at Vidyut Bhawan, Jyoti Nagar, Jaipur, is the apex body under the Electricity Act, 2003 for real-time operation of the intra-state power system, ensuring secure and reliable electricity supply, and represented by the **Chief Engineer (Load Despatch), RVPN, Jaipur** (hereinafter referred to as "**SLDC Rajasthan**") which expression shall where the context so admits includes its successors in interest and permitted assigns as Second Party.

"MNIT JAIPUR" and "SLDC Rajasthan" will individually be referred to as a 'Party' and collectively as 'Parties'.

RECITALS:

WHEREAS:

1. SLDC RAJASTHAN is the apex body for integrated operation of the state's power system, entrusted with real-time grid management, scheduling and dispatch of electricity, renewable integration and grid security functions for the intra state power grid in Rajasthan.
2. SLDC RAJASTHAN is interested to collaborate with MNIT JAIPUR for Knowledge Sharing, Research & Development, Skill Development and Capacity Building in the area of Research and Collaboration.
3. MNIT JAIPUR is a premier academic and research institute established by the Government of India and has the expertise and facilities to serve SLDC Rajasthan in the said area.

In consideration of the above recitals and the mutual benefits to derive hereafter, the Parties agreed to enter into this MoU as follows:



1. Scope & Objective for SLDC Rajasthan & MNIT Jaipur

Areas of Collaboration

Knowledge Sharing

- Guest lecture and technical sessions by SLDC experts.
- Faculty and Student exposure to real-time grid operation concepts.

Research & Development

- Joint project on renewable energy integration, forecasting, grid operation automation, energy storage and smart grid analytics.
- Application of AI/ML in load and generation forecasting.
- Cyber Security in SLDC operations.

Skill Development

- Internship programs for MNIT students at SLDC.
- Short-Term training and industrial visits.

Capacity Building

- Faculty-industry interaction for curriculum enrichment.
- Joint workshops, hackathons and technical competitions.

2. Expected Outcomes

- Strengthened academia-industry linkage
- Enhanced research outputs aligned with industry requirements.
- Improved technical competency of students and professionals.

3. Obligations & Responsibility of the Parties

Both institutions **MNIT Jaipur** and **SLDC Rajasthan** will support each other's endeavors as per **Scope and Objective** of this MoU.

4. Ownership of Intellectual Property

4.1. Terms used herein within initial capital letters shall have the respective meanings set forth below. The definitions of terms herein shall apply equally to this MoU and any amendment or Annexures added later on.

- a) **"Intellectual Property"** or **"IP"** shall mean all ideas, inventions (whether patentable or not), trademarks, design, trade secrets, formulas, processes, schematics and other technical reports, specifications, databases, transferable copyright, tangible embodiments thereof, including without limitation inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, show-how, techniques, algorithms, databases, computer software and code (including software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application programming interfaces, protocols, formats,



documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), mask works, formulae, techniques, composition, supplier and customer lists, trade secrets, graphics or images, text, audio or visual works, designs, design processes, any documentation of research, results, testing, schematics, diagrams, product specifications and works of authorship.

- b) **"Intellectual Property Rights"** shall mean any and all rights in and to the Intellectual Property listed.
- c) **"Background IP"** shall mean any Intellectual Property exclusively owned by each Party and which is created prior to this RCA.
- d) **"Foreground IP"** shall mean any and all Intellectual Property, either completed or developed in part, developed by either Party (alone or jointly with the SLDC RAJASTHAN) during the Project and under the terms of this MoU. For the avoidance of doubt, Foreground IP shall not include Intellectual Property that is developed by either Party outside of the Project and is not related either to the Project or this MoU.

4.2. The Parties recognize and acknowledge that the ownership of the background IP belonging to each Party prior to this MoU will exclusively belong to that respective Party.

4.3. Any IP developed solely by a Party under the project (**"Sole Foreground IP"**) shall be the sole property of that respective Party.

4.4. Any foreground IP jointly developed shall be owned by both parties.

5. Confidentiality Obligation

Each Party shall keep confidential and not use for any purpose not contemplated hereunder all proprietary information disclosed by the other Party, directly or indirectly. Any discoveries, inventions or know-how resulting from the project shall be kept confidentially for a period of three (3) years from the date of termination of this RCA, except as authorized in writing by other Party or provided herein.

6. Publication

6.1. SLDC RAJASTHAN recognizes that under its policy, the MNIT JAIPUR shall have the right, at its discretion to release information or to publish any material resulting from the research, provided that such material does not include any SLDC RAJASTHAN's Confidential Information and that such publication would not disclose or otherwise jeopardize any potential patent rights, in technology developed hereunder. Further, any information of SLDC RAJASTHAN shall not be used for commercial gains of the other party under this MoU.

6.2. MNIT JAIPUR shall furnish SLDC RAJASTHAN with a copy of any proposed publication, including any student thesis or dissertation to be made public, that includes information developed under this MoU. Within thirty (30)



days of receipt, SLDC RAJASTHAN shall notify the MNIT JAIPUR in writing if such proposed publication includes SLDC RAJASTHAN Confidential Information or is related to any potential patent rights. If no communication is received within such time, it shall be deemed as approved for publication. SLDC RAJASTHAN may request the MNIT JAIPUR to delay publishing such proposed publication for a maximum of one (1) month from its receipt of the proposed publication in order to protect the potential patentability of any invention described therein.

- 6.3. SLDC RAJASTHAN will be given full credit and acknowledgment for any support provided to the MNIT JAIPUR in any publication resulting from this MoU, unless requested otherwise by SLDC RAJASTHAN.

7. Duration of MoU and Termination

- 7.1. This MOU shall commence on the Effective Date mentioned on the first page of the MOU and shall run for the project period of **3 Years**.
- 7.2. This MOU may be terminated if both Parties agree for premature termination. However, the confidentiality obligations, provisions of IP rights, dispute resolution shall survive the term and termination of this agreement.
- 7.3. SLDC RAJASTHAN can terminate all or any part of this MOU at any time and for any reason by giving written notice to MNIT JAIPUR, such termination to be effective thirty (30) days after the date of such notice.
- 7.4. MNIT JAIPUR may terminate all or any part of this MOU at any time and for any reason by giving written notice to SLDC RAJASTHAN, such termination to be effective thirty (30) days after the date of such notice.

8. Miscellaneous Provisions:

- 8.1. **Notices:** Notices or other communications required to be given in implementing the MOU shall be in writing and may be delivered personally or sent by registered mail. The dates on which notices shall be deemed to have been effectively given shall be determined as effective date on the delivery.
- 8.2. **Force Majeure:** Any delay or failure in performance by either Party to this agreement, shall not constitute default hereunder to give rise to any claims for damages against said Party, if any, to the extent caused by matters beyond the control of said Party including but not limited to acts of God, Fire, Flood, Earth Quake, Pandemics, Epidemics, Government Restrictions, Strikes, Lock outs or other concerted acts of workmen, explosions, blockages, embargoes, riots, war (declared or undeclared), rebellion, sabotage, extraordinary severe weather, civil commotion and criminal acts of third persons. If the work is delayed by such force majeure, then upon the happening of such delay, either Party within 14 days of the happening of such event, shall give notice in writing to the other Party requesting for





extension of time indicating the period for which extension is desired and the Parties may arrive at a reasonable extension of time.

- 8.3. **Name, Logo Trademark:** The parties shall not use the name or trademark of the other party to this MoU without their prior written consent.
- 8.4. **Assignment:** This Agreement shall not be assignable by either party without the express written consent of the other party.
- 8.5. **Entire Agreement:** Each party accepts the terms and conditions set out in this MoU as above by signing below. This constitutes the entire agreement that supersedes all previous proposals, oral or written, and all other communication or understanding between the parties relating to the subject matter of this Agreement. Any modification or amendment is valid only if it is agreed in writing by both the Parties.
- 8.6. **Governing laws and Dispute Resolution:** This MOU shall be governed by laws of India. Any dispute relating to this MoU which could not be amicably settled between the Parties within 45 days (whether or not by help of head of the institution/ organization or their respective nominees), failing which parties are free to approach appropriate court of law having civil jurisdiction at Jaipur. The Parties agree to submit to the laws of India and exclusive jurisdiction of the Courts of Jaipur, India.
- 8.7. **Disclaimer:** In case of Works/ Projects taken under this MoU neither SLDC RAJASTHAN itself nor its employees shall disclose the same to any third party without the written consent of MNIT JAIPUR. MNIT JAIPUR never claims that its report is the only findings to be relied upon. Decisions taken based on the report shall always be construed as decisions of SLDC RAJASTHAN and MNIT JAIPUR shall not be held responsible or liable in any manner whatsoever.

In case of structural design or any other design vetting, scope of MNIT JAIPUR is limited to confirmation of proposed design or minor improvements. The suggestions given by the MNIT JAIPUR are based on information provided by SLDC RAJASTHAN. It is SLDC RAJASTHAN's responsibility to get correct soil test report. The execution and consequence of construction is always out of the scope of MNIT JAIPUR and MNIT JAIPUR shall not be held responsible or liable in any manner whatsoever.

In case of certification, scope of MNIT JAIPUR is limited to confirmation of submitted report and MNIT JAIPUR shall not be held responsible or liable in any manner whatsoever.

- 8.8. **Indemnity:** Neither Party shall give derogatory/defamatory statement against the other Party in public. On happening of such event, the responsible Party will indemnify the other Party against all direct, indirect and consequential losses.





8.9. **No Costs & Commercial Benefits:** Neither Party shall seek any remuneration/ cost from other Party for any work/ project taken under the ambit of this MOU. No Party shall make any commercial gains of any work/ projects taken under this MoU.

In Witness thereof the **Parties** have executed the MOU on Effective Date as mentioned in first page.

Malaviya National Institute of Technology Jaipur Signature: <u>Dilip Sharma</u> Name: PROF. DILIP SHARMA Title: Dean(I&AA)	State Load Despatch Centre (SLDC) Rajasthan Signature: <u>[Signature]</u> Name: Sudhis Jain Title: Chief Engineer (Load Despatch)
Witness 1. Signature: <u>[Signature]</u> Name: Prof. Rohit Bhargava Title: Professor 2. Signature: <u>[Signature]</u> Name: Dr. Preeti Jain Title: Associate Dean(NIA)	Witness 1. Signature: <u>[Signature]</u> Name: Kamal Patidar Title: Superintending Engineer (SO&LD) 2. Signature: <u>[Signature]</u> Name: Rajesh K. Meena Title: SE (SSDA) RVPN