

हिन्दी महाविद्यालय

HINDI MAHAVIDYALAYA

DIAMOND JUBILEE CELEBRATION



Date :

अध्यक्ष एमीरिट्स सुरेन्द्र लूणिया President Emeritus Surendra Luniya मो. 93475 10005

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कमतनारायण अञ्चलाल President Kamalnarayan Agrawal मो. 93965 57060

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संयुवत मंत्री सुरेशावन्द्र लाहोटी Joint Secretary Sureshchandra Lahoti मो. 99490 78787

कोषायक्षा एस.बी. कावरा Treasurer S.B. Kabra मो. 98490 24732

प्राचार्य डॉ. अविनाश जायसवाल Principal Dr. Avinash Jaiswal मो. 98490 94419 Ref. No.

MEMORANDUM OF UNDERSTANDING

BETWEEN Energy Conservation Mission OF

THE INSTITUTION OF ENGINEERS (INDIA)

Telangana State Centre

Visvesvaraya Bhavan, Khairatabad, Hyderabad - 500 004

INDIA

AND

Hindi Mahavidyalaya College

ON

Conducting awareness programmes on Conservation of Energy in all sectors of Telangana State, conducting Skill Development activities to unemployed youth, undertaking Energy Audit and also to take up various other activities on behalf of the Energy Conservation Mission

Conservation Mission, THE INSTITUTION OF ENGINEERS (INDIA), Telangana State Centre (hereinafter referred to as "(ECM/ IEI TSC)", a statutory body formed to promote and propagate the activities of Energy Conservation in the state of Telangana, established on 16th December, 2003 as a part of IEI and is represented by its Chairman in the Telangana State Centre and Hindi Mahavidyalaya College represented by its Secretary Shri, Laxminiwas Sharma (hereinafter referred to as "HMV"), a Joint Venture company promoted by the Ministry of Power, Government of India which enables consumers, industries and governments to effectively manage their energy needs through energy efficient technologies leading to energy conservation in India located in Hyderabad 2-1-569, O.U Road, Vidyanagar, New Nallakunta, Hyderabad, Telangana – 500044.

हिन्दी महाविद्यालय

(स्वायत एवं पुन: नैक मान्यता प्राप्त) जूनियर, डिग्री, पी.जी. कॉलेज एवं एम.सी. गुप्ता कॉलेज ऑफ बिजिनेस मैनेजमेंट नल्लाकुटा, उस्मानिया यूनिवरिटी शेड, हैदराबाद-500 044. फोन: 040-2761 6330

HINDI MAHAVIDYALAYA

(AUTONOMOUS & NAAC RE-ACCREDITED)

Junior, Degree, PG College and

M.C. GUPTA COLLEGE OF BUSINESS MANAGEMENT

Nallakunta, O.U. Road, Hyderabad - 500 044.

Phone: 040-2761 6330

एम सा. गुप्ता कालेज ऑफ विजिनेस मैनेजमेंट नल्लाकुटा, उरमानिया यूनिवर्सिटी रोड, हैदराबाद-500 044.

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ECM/ IEI TSC and HMV be referred to collectively as "Principal and Service Provider as applicable.

ECM/ IEI TSC and HMV are linked by common interest of energy saving activity;

WHEREAS ECM/ IEI TSC and HMV wish to enable cooperation and exchange in conducting the Energy Awareness Programmes, Skill Development and Training Programmes in the State of Telangana;

WHEREAS ECM/ IEI TSC and HMV also wish to expand the basis for collaboration with respect to awareness and capacity building pertaining to energy conservation issues between them;

NOW THEREFORE, ECM/ IEI TSC and HMV, as Principal and Service Provider respectively to this Memorandum of Understanding, set forth the following:

ARTICLE I (Background & Objectives)

1.1 Background.

The Institution of Engineers (India) or IEI is the largest multidisciplinary professional body encompassing 15 engineering disciplines and provides engineers a global platform from which to share their professional expertise and interest. IEI has a membership strength of more than 0.8 million. Established in 1920, with its headquarters at 8 Gokhale Road, Kolkata – 700 020, IEI has served the engineering fraternity for over nine decades. In this period of time, it has been inextricably linked with the history of modern-day engineering.

In 1935, IEI was incorporated by Royal Charter and remains the only professional body in India to be accorded this honour. Today, its quest for professional excellence has given it a place of pride in almost every prestigious and relevant organization across the globe. IEI functions among professional engineers, academicians and research workers. It provides a vast array of technical, professional and supporting services to the Government, Industries, Academia and the Engineering fraternity, operating from 127 Centres located across the country. The Institution has established R&D Centres at various locations in the country and also provides grant-in-aid to its members to conduct research and development on engineering subjects.

IEI conducts Section A & B Examinations in different Engineering disciplines, the successful completion of which is recognized as equivalent to a Degree in appropriate field of Engineering of recognized Universities of India by the Ministry of Human

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Resources Development, Govt. of India. Every year as many as 90,000 candidates appear for these examinations.

The Telangana State Centre of the Institution of Engineers (India) has on its rolls more than 7,854 Corporate Members covering fifteen disciplines of Engineering besides non-corporate members of the order of 19,791. The Telangana State Centre has been one of the most active centres of the Institution of Engineers (India), which is engaged in successfully translating the objectives and ideals of IEI into practice. The present Telangana State Centre is a legacy of the erstwhile Hyderabad State Centre of Nizam's Hyderabad State. ECM is a part of the Telangana State Centre of The Institution of Engineers.

WHEREAS HMV is a Joint Venture company promoted by the Ministry of Power, Government of India which enables consumers, industries and governments to effectively manage their energy needs through energy efficient technologies leading to energy conservation in India, located in Hyderabad 2-1-569, O.U Road, Vidyanagar, New Nallakunta, Hyderabad, Telangana – 500044.

Objectives. This MOU reflects the Participants' sincere and genuine intentions to collaborate in specific activities set out herein pertaining to the promotion, training and awareness creation in the field of energy conservation. The purpose of this MOU is to advance the collaborative ideas and objectives of the Participants as they relate to new ideas and techniques in the fields *viz*. Energy conservation, Renewable Energy, Water Resource Management, Green Built Environment & Sustainable Energy Development practices, and tasks set out in Article II of this MOU.

ARTICLE II

(Scope of Collaboration)

- 2.1 General Scope. The scope of this agreement is to utilize the services of the vast engineering human resources available with ECM for the creation of awareness and promotional activities of energy conservation by suitably identifying each activity on item basis and to prepare an estimate based on which sanction will be accorded, and the HMV will be executing the activities on behalf of and in collaboration with the ECM.
- 2.2 Specific Activities. The activities are in the field of energy conservation, skill development and training and any other activity to be specified by ECM.
- 2.2.1 Capacity Building & Short Term Certificate/ Training Programs: The Participants shall cooperate in developing and delivering short term Cetificate & Training courses

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नाजवा य्रानवसिटी रोड, हैदराबाद-500 044. फोन : 040-2761 6330 to address specific areas, in particular, energy conservation and efficiency improvement among technical and non-technical functionaries.

2.2.2 Annual & Monthly Awareness programmes & competitions:

The Participants shall collaborate and work together to create more awareness with respect to energy conservation and related activities in schools, colleges, institutions. MSMEs engaged in energy related businesses, Civil Society Organizations like Resident Welfare Associations, NGOs, poor settlements, women's self help groups etc. by conducting quizzes, essay writing, elocution, painting, rangoli, songs, dance, poetry etc. to mainstream the energy conservation agenda among the general public. At least one programme a month is the desirable objective to be achieved, in addition to the National Energy Conservation Week Celebrations during December of the year.

- 2.3 Further Agreements. It is envisioned that the Participants will enter into further binding agreements involving or related to the areas of cooperation outlined in Articles 2.2 to 2.2.2 above ("Further Agreements"). Further Agreements will delineate the Participants' rights and obligations, and will address, among other things, sources of funding and intellectual property rights, and be signed by both Participants' authorized signatories before commencing any activities related to these areas.
- 2.3.1 Each Participant will abide by all regulations, policies and procedures of their respective Institutions regarding the disclosure and handling of intellectual property, developed technologies, and confidential information that may arise under this MOU.
- 2.4 Tasks for Participants. Each Participant will maintain regular and reasonable contact with the other Participant and engage in discussions to further the objectives defined under this MoU.
- 2.5 Period of Agreement: This agreement is initially for a period of 1 year from the date of entering into the same by both the parties.

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(Duration, Termination and Amendment)

- 3.1 Duration. This MOU shall remain in force for one year from the date of the last signature. Either Participant may terminate this MOU by providing three months advance written notice to the other Participant.
- 3.2 Extension and Renewal. The Participants may extend or renew this MOU by agreement with mutual consent, undertaken by each Participant's authorized signatory two months prior to the expiry of this MOU.
- 3.3 Amendment. No amendment to this MOU will be effective unless made in writing and signed by each Participant's authorized signatory, subject to legal clearance.

ARTICLE IV (General Matters)

- 4.1 Use of Names and Logo. Except in promoting the activities proposed in Article 1.2 above among its staff, neither Participant may use the name and/or logo of the other Participant in any form of advertising or publicity without the other's express written permission. The Participants will seek permission from each other by submitting the proposed use, well in advance of any deadline, to the Liaison Officers designated in Article 4.5 below.
- 4.2 Confidentiality. In the course of the activities under this MOU, it may be necessary for the Participants to disclose Confidential Information. Unless otherwise expressly permitted in this agreement, any and all information, correspondence, financial statements, records, data or information that is competitively sensitive and not generally known to the public, including formulations, analysis, inventions, improvements and activities of the disclosing Participant, disclosed by one Participant to the other Participant of this MOU, and other document transmitted or communicated by either Participant to the other Participant that is marked as confidential or proprietary for the purposes of this agreement ("Confidential Information") shall be received and treated in confidence, and shall not be used by the receiving Participant or disclosed by the receiving Participant without the prior written consent of the disclosing Participant, which consent shall not be unreasonably withheld or delayed. These

restrictions on use or disclosure of information do not extend to any item of information which (a) is publicly known at the time of the disclosure. (b) is lawfully received by the receiving Participant from a third party which does not have a confidential relationship to the disclosing Participant, (c) the receiving Participant can demonstrate that it was in its possession or known by it before its receipt from the disclosing Participant, or (d) the receiving Participant is required by law to disclose to government authorities (including courts). Unless otherwise required under a subsequent binding agreement, each receiving Participant shall, at the expiry or termination of this agreement, return to the disclosing Participant any and all documents provided by the disclosing Participant setting out as Confidential Information. This clause has no application to the information which is already in the knowledge of each Participant.

- 4.3 All disputes will be resolved with the laws and regulations of the country.
- 4.4 Notices. The Participants must give all notices under this MOU in writing. All communications must be sent to the addresses set forth below or to such other address designated by the Participants by written notice. Notices are effective upon receipt.

For ECM/ IEI (TSC)
Mr. Srinivas Charry Enugurthi
Chairman
ECM/ The Institution of Engineers
(India)
Telangana State Centre
Khiratabad, Hyderabad – 500004
Ph. No. 23314969

Shri. Laxminiwas Sharma Secretary Hindi Mahavidyalaya 2-1-569, O.U Road, Vidyanagar New Nallakunta Hyderabad-44

4.5 Indemnification

- 4.6 Dispute Resolution. The Participants agree to make efforts in good faith to resolve all disputes amicably and expeditiously between themselves. The courts at Hyderabad will have jurisdiction to resolve any dispute in case of failure to resolve dispute(s) by amicable settlement. The provisions of Indian Arbitration and Concillation Act 1996 will apply to such dispute(s).
- 4.7 Non-Binding Nature. Nothing in this MOU will be construed as creating a binding legal relationship between the Participants, with the exception of only Article IV herein which will survive the expiry or termination of this MOU. This MOU is a broad statement of

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intent setting forth the general basis upon which the Participants wish to proceed. No legal liability will arise in respect of any subject matter hereof unless a subsequent binding agreement is negotiated, approved, executed and delivered by the Participants to this MOU. This is only seen as a record of intention of the participants about their objects and objectives to be achieved under this MOU.

4.8 Authorized Signatories. Each Participant represents that the individuals signing this MOU have the authority to sign the same on its behalf in the capacity indicated.

Singed for and on behalf of:

Singed for and behalf of:

Chairman/ECM,

The Institution of Engineers (India)

Telangana State Centre,

Secretary/ HMV

Hindi Mahavidyalaya

Hyderabad - 500044

Goody 14/12/en

Er. Srinivasa Charry enugurthi

Chairman

FIE , ECM, IEI TSC

By:

Shri. Laxminiwas Sharma

Secretary

Hindi Mahavidyalaya

Witness

Date:

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एम.सा. गुप्ता काटा नल्लाकुंटा, उस्मानिया युनिवर्सिटी रोड, हैदशबाद-500 044. फोल: 040-2761 6330

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