

## MEMORANDUM OF UNDERSTANDING

Between

**kWatt Solutions Pvt. Ltd.**

A-215, Eastern Business District

LBS, Marg, Bhandup (W) Mumbai-400078

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

(Referred to as "KSPL" in the following)

GSTIN:27AAFCK3621B1Z0

UTIN: U40300MH2013PTC250066

And

**Shri Govindram Seksaria Institute of Technology & Science**

23, Sir M. Vishveshvaraya Marg,

Vallabh Nagar, Indore, Madhya Pradesh - 452003

(Referred to as "SGSITS" 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 **SGSITS** will sign an agreement to conduct "Suryamitra" solar NISE & TATA STRIVE. SGSITS 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.

### Responsibilities of kSPL:

- kSPL is responsible for conducting all the training programs of Solar PV Installer of NISE & Tata Strive Project
- kSPL will be responsible for providing training kits, tools, and other training related experimental equipment.
- kSPL will be bear the cost of centre affiliation from Government Bodies Like NSDC, SCGJ, NIESBUD etc.
- kSPL will be responsible for students mobilization and kSPL will bear the cost related to mobilization of students.
- kSPL will be responsible for hiring the trainers and support staff.
- kSPL will be responsible for the procurement and installation of tools and tackles, equipments for experimental purpose. kSPL will be the sole owner of the equipments and tools and tackles and will take the system back once the training is completed or the MOU period is over, whichever is earlier.
- kSPL will pay SGSITS infrastructure charges as mentioned below:

Sr.No.	Particular	Rupees Per Day	Number of Days in a month(30 or 31)	Fees per month per trainee(INR)
1	Infrastructure for Training and practical	1100	30	33,000
	<b>Total</b>	<b>1100</b>	<b>30</b>	<b>33,000</b>

- Infrastructure Charges will be transferred to SGSITS on Quarterly basis at the completion of every quarter.

### Responsibilities of SGSITS:

- SGSITS will allocate dedicated classrooms for training to kSPL as per the project requirement.



- SGSITS will allocate dedicated locker room for keeping the tools and tackles required for training to kSPL
- SGSITS will allow the kSPL training students to use the campus area for yoga, play activity.
- SGSITS will bear the Electricity charges , Water charges used during the training program
- SGSITS will charge to kSPL for the food and hostel based on the number of students enrolled for the program during that course

### Terms and Conditions

- a) Procurement- kSPL will be responsible for procurement of all the instruments required for setting up DTH tools
- b) Mentioned setups for training will be provided by SGSITS
- c) Other electrical facilities such as auxiliary power supply (single or three phase) will be provided by SGSITS
- d) Installation- kSPL is responsible for complete installation of the labsetup & Tools
- e) Maintenance – kSPL is responsible for maintenance of the plant during the training period only.
- f) SGSITS will provide basic infrastructure facilities as per the requirement of project
- g) SGSITS will provide all amenities for 7 days of a week during the tenure of training
- h) SGSITS will be responsible for maintaining the hygiene, maintaining the cleanliness of Bathrooms, labs and premises used for training purpose.
- i) On completion of training kSPL will handover premises as it is condition as taken at the time of start of training.

### Effective Date and Term:

The MOU is effective from 2<sup>nd</sup> February 2021 to 31<sup>st</sup> March 2023

### 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 SGSITS 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 SGSITS 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 SGSITS 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 Indore

For **SGSITS**

  
Authorized Signatory:  
Director  
  


For **kWatt Solutions Pvt.Ltd.**

  
Authorized Signatory:  
Director  


## MEMORANDUM OF UNDERSTANDING

Between

**kWattSolutions Pvt. Ltd**

CM-08, 3rd Floor

CSRE Building, SINE Office

IIT Bombay, Powai - 400076

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

(Referred to as "kSPL" in the following)

And

**Shri Govindram Seksaria Institute Technology & Science,**

Park Road,

Indore, Madhya Pradesh - 452001.

Together referred to as "the parties"

### Preamble:

**kWatt SOLUTIONS PVT. LTD.(kSPL)** incubated with Society for Innovation & Entrepreneurship (SINE), IIT-Bombay that perform designing, engineering, installation and after-sales service of solar laboratory systems, solar energy products and other energy saving solutions, customized for specific applications (domestic to commercial) and training to the students and faculties in Solar energy field.

**Shri Govindram Seksaria Institute Technology & Science, (SGSITS)** Located in Indore M.P., has their mission to generate experts in science and technology akin to society for its accelerated socioeconomic growth in professional and challenging environment imparting human values.



### **Binding Character of this MEMORANDUM OF UNDERSTANDING**

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

kWatt Solutions Pvt. Ltd. (kSPL) and Shri Govindram Seksaria Institute Technology & Science, (SGSITS) 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. SGSITS 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 providing training kits, tools, and other training related experimental equipments
- SGSITS will bear the training stationary equipments such as Projector, White boards and Markers
- SGSITS will bear the Electricity charges , Water charges used during the training program
- kSPL will pay SGSITS against the use of infrastructure for training, Practical sessions and yoga activities on monthly basis as mentioned below:-

### **Rent Commercials**

- The commercials mentioned are on monthly basis and will be recurring for the period of time the centre is used by kSPL.
- Rent will be transferred to SGSITS on monthly basis at the end of every month.
- Accommodation arrangement will be separate & outside SGSITS campus.

Sr	Particular	Hours Per Day	Number of Trainees	Per Month Rent
1	Infrastructure for Training, practical & Yoga Activity	30	30	27,000
2	Daily Food	100	30	90,000
	<b>Total</b>	<b>130</b>	<b>30</b>	<b>1,17,000</b>

- Daily food includes morning tea, breakfast, lunch, evening tea & dinner and will be paid directly to the mess contractor.
- The above rates for daily food may be altered up to 10% more or less as per actual conditions.
- KSPL will pay extra 200 Rs per day compensation to the care taking person for working on holidays like Saturday or any other holiday of collage.
- Complete payment will be done at the end of 3 months

#### Tools & Equipments

- KSPL will be responsible for the procurement and installation of 1.2kWp ground mounted PV plant for experimental purpose with following details

Following are the details of the 1kWp Solar system<sup>®</sup> which will be installed at the SGSITS campus.

1. 1kWp 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 1kWp plant
- b) Infrastructure- Outdoor area/ Rooftop for setting up a Solar PV system which includes above mentioned setups for training will be provided by SGSITS





- 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 SGSITS
- d) Installation- KSPIL is responsible for complete installation of the solar lab setup instruments
- e) Maintenance- SGSITS 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 SGSITS

### Infrastructure

- SGSITS 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) SGSITS will provide the Open area for Morning activity such as Yoga/PT during the time of Training program
- SGSITS is responsible for providing basic amenities to trainees and trainers
- SGSITS 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
- SGSITS will provide all amenities for 7 days of a week during the tenure of training
- SGSITS will be responsible for maintaining the hygiene, maintaining the cleanliness of Bathrooms, labs and other areas.



**Effective Date and Term:**

The MOU is effective from December 2016 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.

K SPL and MIET 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.

K SPL and MIET 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 SGSITS 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 SGSITS

Authorized Signatory:  
Director

For kWatt Solutions Pvt. Ltd.

Authorized Signatory:  
Director



kWatt Solutions Pvt. Ltd.

And

Shri Govindram Seksaria Institute of Technology and Science  
**MUTUAL NON -DISCLOSURE AND SERVICE AGREEMENT**

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This document is a contract between "kWatt Solutions Pvt. Ltd" and "SGSITS" for "5 days Solar Energy Workshop". Workshop will held on 14 may to 18 may 2018 at 9 AM to 2 PM. For all the workshops conducted in the field of Solar. Copyright Reserved.

kWatt Solutions Pvt. Ltd. or kWatt Solutions hereby agrees and undertakes that it shall, through its marketing, be responsible for managing workshop registrations and conducting the workshop. kWatt Solutions will be responsible to announce workshop date and may cancel the same upon insufficient registrations. kWatt Solutions will also be responsible to bear the workshop material like tools and equipments and stationary. kWatt Solutions will have their own speakers for the conduction of the lectures.

Shri Govindram Seksaria Institute of Technology and Science (hereinafter referred to as "SGSITS") hereby is appointed as Infrastructure partner for conducting Solar workshops in Indore exclusively for any workshops except Suryamitra. SGSITS will be responsible to provide following infrastructure support

- Classroom for seating capacity of 20 people
- Projector and White board
- Area for Installation practice

**Pricing:**

- kWatt Solutions will pay 7500Rs. as overall rent for 5 days workshop conducted at SGSITS except Suryamitra

**CONFIDENTIALITY:**

Any confidential information that has been disclosed by either party to a third party shall be maintained in the strictest confidence and trust by the non-disclosing party.

**GOVERNING LAWS:**

This Agreement shall be governed by and construed in accordance with the laws of India. Courts in Indore shall have exclusive jurisdiction.

**OTHER TERMS AND CONDITIONS:**

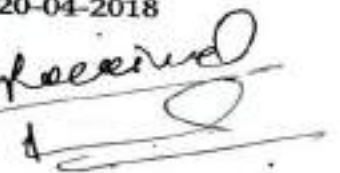
- The above quoted prices are valid for "5 Days Solar Energy Workshop.
- **Date of workshop will 14 may to 18 may 2018 at 9 AM to 2 PM.**
- In case the event is cancelled or postponed kWatt Solutions will not be liable to pay any rent to SGSITS
- kWatt Solutions will transfer the entire infrastructure amount within 3 to 4 working days after the completion of the event i.e; after deducting the commission.

Yours Sincerely,

Mr. Jitendra Rajput  
kWatt solutions  
Date: 20-04-2018

Confirmed By,

Mehul Patel  
kwatt solutions  
Date: 20-04-2018

*Online Received*  


20<sup>th</sup> January, 2021

Prof. Rakesh Saxena  
Director  
Shri G. S. Institute Of Technology & Science(SGSITS)  
23 Sir M. Visvesvaraya Marg,  
Indore, Madhya Pradesh 452003

**Subject: Permission for conducting Suryamitra Skill Development program at SGSITS**

Dear Sir,

We kWatt Solutions, graduated from Society of Innovation and Entrepreneurship (SINE) IIT Bombay, founded by Dr. Chetan Singh Solanki, had applied for an EOI in April 2020 published by National Institute of Solar Energy(NISE) for Suryamitra Skill Development Program to be conducted in FY2020-21.

As due to nation-wide Covid-19 situation the result for applied EOI has been delayed and announced in January 2021. We are pleased to inform you that NISE has considered Indore as one of the district and can allot 1 batch for this financial year provided we can start the batch latest by 15<sup>th</sup> February 2021 with all the SOP norms given by NISE.

NISE has asked for our readiness to conduct the batch of 30 students in Indore, and we would like to propose SGSITS for the batch as we are already associated with SGSITS since past 4-5 years.


kWatt Solutions would like to request Director, SGSITS for granting us the permission to conduct a Suryamitra batch at your premises as per the infrastructure availability to be started between 1<sup>st</sup> Feb 2021 to 15<sup>th</sup> Feb 2021 for 3 months.

kWatt Solutions would assure that they will follow all the Covid-19 guidelines and maintain complete safety and precautionary measures as per government guidelines.

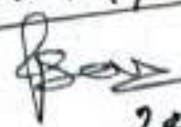
kWatt Solutions would also like to ask the support and coordination in the process of renewal of centre accreditation under the NSDC banner which is mandatory to get before starting the batch as per the NISE Skill Development guidelines.

Looking forward for a positive response.

Thanking you

  
Director  
Mrs. Rajni Solanki  
kWatt Solutions Pvt. Ltd.



HOD Electrical  
for NIA & Approval  
  
20/1/21

## MEMORANDUM OF UNDERSTANDING

Between

**kWatt Solutions Pvt. Ltd.**

A-215, Eastern Business District

LBS, Marg, Bhandup (W) Mumbai-400078

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

(Referred to as "KSPL" in the following)

And

**Shri. Gopinadram Seksaria Institute of Technology & Science**

23, Sir M. Vishveshvaraya Marg,

Vallabh Nagar, Indore, Madhya Pradesh - 452003

(Referred to as "SGSITS" 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 **SGSITS** will sign an agreement to conduct "Suryamitra" solar NISE & TATA STRIVE. **SGSITS** 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.

HOD Electrical  
RR



### Responsibilities of kSPL:

- kSPL is responsible for conducting all the training programs of Solar PV Installer of NISE & Tata Strive Project
- kSPL will be responsible for providing training kits, tools, and other training related experimental equipment.
- kSPL will be bear the cost of centre affiliation from Government Bodies Like NSDC, SCGJ, NIESBUD etc.
- kSPL will be responsible for students mobilization and kSPL will bear the cost related to mobilization of students.
- kSPL will be responsible for hiring the trainers and support staff.
- kSPL will be responsible for the procurement and installation of tools and tackles, equipments for experimental purpose. kSPL will be the sole owner of the equipments and tools and tackles and will take the system back once the training is completed or the MOU period is over, whichever is earlier.
- kSPL will pay SGSITS infrastructure charges as mentioned below:

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	<b>Total</b>	<b>900</b>	<b>30</b>	<b>27,000</b>

- Infrastructure Charges will be transferred to SGSITS on Quarterly basis at the completion of every quarter.

### Responsibilities of SGSITS:

- SGSITS will allocate dedicated classrooms for training to kSPL as per the project requirement.
- SGSITS will allocate dedicated locker room for keeping the tools and tackles required for training to kSPL





- SGSITS will allow the kSPL training students to use the campus area for yoga, play activity.
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- SGSITS will charge to kSPL for the food and hostel based on the number of students enrolled for the program during that course

#### Terms and Conditions

- a) Procurement- kSPL will be responsible for procurement of all the instruments required for setting up DTH tools
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- h) SGSITS will be responsible for maintaining the hygiene, maintaining the cleanliness of Bathrooms, labs and premises used for training purpose.
- i) On completion of training KSPPL will handover premises as it is condition as taken at the time of start of training.

#### Effective Date and Term:

The MOU is effective from 1<sup>st</sup> April 2022 to 31<sup>st</sup> March 2024

#### Confidentiality:

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For SGSITS

Authorized Signatory:  
Director

For kWatt Solutions Pvt.Ltd



Authorized Signatory:  
Director

Date - 8<sup>th</sup> May 2023

To,  
The HOD  
Electrical Department  
SGSITS College, Indore, M.P.

Sub - Permission for Administration office to kwatt Solutions.

Respected Sir,

Greetings of the day,

With All your support this is our 6<sup>th</sup> year to run "Suryamitra" skill development program at SGSITS College Indore successfully, we request you to please allow us to use of Jio Internet installed in the premises for our solar training use.

Thanks

Yours Faithfully

Yogesh Borde

Head Training

Kwatt Solutions Pvt. Ltd.



Permitted to access  
through WiFi network  
from software lab, BED,  
09/05/23