

उत्तर प्रदेश UTTAR PRADESH

GR 967523

FRAMEWORK AGREEMENT

2-4/8/23
28/8/23
As per
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This Memorandum of Undertaking (MoU) has been entered into on **14 July 2023** ("Effective Date") by Central Electricity Regulatory Commission (as entrusted by the Electricity Act, 2003) represented by Assistant Secretary and having its office at Central Electricity Regulatory Commission (CERC), 3rd Floor, Chanderlok Building, 36, Janpath, New Delhi-110001 (hereinafter referred to as 'CERC' which expression shall, unless repugnant to the context, be deemed to mean and include its successors and permitted assigns), of the First Part, AND

Indian Institute of Technology, Kanpur, an Institute, established under the Institutes of Technology Act, 1961 represented through its Director or his representatives and having its campus at Indian Institute of Technology Kanpur, Kanpur-208016 (hereinafter referred to as 'IITK' which expression shall, unless repugnant to the context, be deemed to mean and include its successors and permitted assigns), of the Second Part.

The aforesaid institutions are hereinafter referred to individually as the Party and collectively as the Parties.

WHEREAS:-

The functions of Central Electricity Regulatory Commission (CERC) include, among others, to regulate the tariff of generating companies owned or controlled by the Central Government; to regulate the



क्र. सं. 0325 दिनांक 04.07.2023

रजाम काम के लिए प्रमाणपत्र

रजाम क्रेता का नाम

विकास आर्ज आर्ज ए

पुत्र/पुत्री/पत्नी

पूरा पता

रजाम की धनराशि

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अमर

विलोद कुमार वर्मा (स्टाम्प विक्रेता)

सं०-141/12/13 लखनऊ अंचल

बेनगोल कोर्ट कम्पाउण्ड कामपुर नगर

inter-State transmission of electricity; to issue licenses to persons to function as transmission licensee and electricity trader with respect to their inter-State operations, to specify Grid Code having regard to Grid Standards.

IITK is one of the premier institutes established under a special Act of Parliament to provide meaningful education, to conduct original research of the highest standard and to provide leadership in technological innovation for the industrial growth of the country.

Centre for Energy Regulation (CER) is an initiative led by the Department of Industrial and Management (IME) at IIT Kanpur to address the institutional gaps in the power sector, which limit the effectiveness of regulatory and policy framework. CER has been playing an instrumental role by providing research-based inputs to the regulatory and policymaking processes in the sector.

CERC wishes to engage IITK to undertake research and analysis identified by CERC from time-to-time, organize Capacity Building Programs (CBP) for the nominated participants, Regulatory Certification Programs (RCP), Training and Research Exchange Programs. Any other programs/ activities identified later would be detailed out in due course as agreed mutually by CERC and IITK.

Prof. Anoop Singh (Principal Investigator), Department of Industrial Management and Engineering, IITK will be the coordinator of the programs/research activities to be undertaken under this MoU and would be responsible for all the required communications with CERC with respect to this MoU.

AND THEREFORE, the parties agree to the following terms and conditions: -

A. REGULATORY RESEARCH

1. CERC would identify research topics on key regulatory/ policy issues from time to time. CERC and IITK would jointly finalise the objectives, deliverables, and the associated timelines for the respective research study. IITK would submit a proposal outlining the objectives, methodological approach, data requirement, deliverables, and timelines for respective research study. CERC would provide the necessary data/ information as required from time to time to assist timely completion of research studies.
2. IITK may use the shared data/ information for research purposes with permission of CERC. IIT Kanpur may use processed results, outcome, conclusions, charts, tables, data ranges and other analytics etc. for thesis, project reports, academic papers, presentation, newsletters, websites, blog etc. The copyright of the submitted reports shall rest with



CERC. The copyright of papers/notes/articles, presentations/ blog, etc. shall rest with the respective authors or as detailed in such publications.

B. CAPACITY BUILDING PROGRAM (CBP)

3. IITK may organize and conduct the identified programs/ activities on CBP. The duration, schedule and frequency of the identified programs/ activities would be mutually decided by the two parties.
4. The main aim of the identified programs/ activities will be to improve the understanding of power sector regulations, enhance interaction amongst staff and Chairpersons/ Members of the Electricity Regulatory Commissions (ERCs), and discuss the current and imminent regulatory and policy issues for the sector. The output produced, if any, as an outcome of the identified activities, may be published as Discussion Notes, Working Papers, journal papers or any other means as feasible and as identified by IITK.
5. To enhance diversity of participants and also in order to lower the costs in various programs/activities, IITK may *also* enrol additional participants including those representing power sector utilities, regulatory commissions, generation companies, power exchanges, traders, investors, lenders, development institutions, academicians, students, consultants, etc.
6. For CBP Programs, appropriate certificates would be provided to the eligible participants as per the criteria set by the respective program.

C. EXCHANGE PROGRAM

7. CERC and IITK may engage closely to work on a variety of topics of mutual interest. IITK would also be willing to host officers nominated by CERC for short durations, generally for up to 2 weeks, for discussions on identified topics of mutual interest. The Principal Investigator, IITK would arrange local logistics and suitable accommodation for such visiting officers. However, all costs associated with the travel and stay of the visiting officers/ members shall be borne by CERC.
8. IITK may also nominate faculty, research scholars, students, and research staff to visit CERC for up to 2 weeks and engage in discussion with the officials of CERC on topics of research interest. CERC would arrange the official access including the seating arrangement within their office space. All costs associated with the travel and stay of the nominated faculty, research scholars, students and research staff shall be borne by IITK or by the individuals themselves.
9. IITK may also organize exchange visit/programme for the Commission members and officers which may involve visit to



outside countries, for exchange of experiences on issues of mutual interest between India and the identified country of visit.

OTHER MODALITIES


10. IITK would submit a financial proposal towards organising each program/ activity for the specified number of participants from CERC. An advance payment of 90% for exchange programs and 80% for research activities would be made by CERC on acceptance of the proposal and balance payment would be made after completion of the exchange program/ research activities.
11. The program/ activities may be hosted either at IITK or at any other venue to be mutually decided by the parties. The responsibility for bearing the costs associated with the travel to/from the locations in India including incidental expenses, DA, etc. for the CERC nominated participants shall be as decided by CERC in consultation with IITK for each program/activity and would be spelt out in the respective proposal for the said program/ activity. Apart from this, the programs may also be offered in online mode.
12. CERC and IITK would jointly decide the schedule and agenda for the program/ activity designed and implemented exclusively for CERC (as submitted by IITK) keeping in view the convenience and availability of accommodation, resource persons, required facilities and infrastructure on IITK campus or any other location as decided.
13. CERC shall convey necessary administrative approvals for conduct of the activities well in advance.
14. Relevant information about CERC and IITK and their respective logos may be used on brochures, advertisements, banners, websites/web pages, apps, newsletters, discussion notes, working papers, program material (hard and/ or soft copies), online content, certificates, and any other media for information dissemination about the programs. As a value enhancement, IITK may choose to include the name(s)/logo(s) of additional affiliations/ activities being undertaken by IITK.
15. For the CBP programs, IITK and CERC would have rights on the design, content, presentations, and outputs of the programs/ activities in all formats and forms of creation, storage, recording, display, delivery, sharing, publication, distribution, archival and retrieval. This excludes audio and video recordings, on which IITK would retain all the above-mentioned rights on an exclusive basis. Further, the copyright of the reports/papers shall rest with the respective authors or as detailed in such publications.
16. Prevalent taxes, duties, levies, etc. as well as the applicable institutional overheads would be applicable on the amounts paid to IITK from time to time. The same will be reflected in the financial proposals submitted by IITK to CERC.



17. The CBP and other similar programs to be conducted under this MoU would be managed through CCE, IITK. Other activities would be managed through a project registered with the Dean (R&D) office at IITK under the 'conferences/workshops/symposia' category.
18. In case of cancellation of a program/activity by CERC and the third party associated with the program, IITK would not be liable for any costs or liabilities associated with the same. Costs arising out of cancellation of reservations, and other committed expenses would be borne by CERC. Similarly, in case of cancellation of a program/activity by IITK, costs arising out of such cancellation of reservations, incidentals, etc. would be borne by IITK.
19. The award of joint certificates by IIT Kanpur and CERC, for CBP, exclusively designed and implemented for CERC, with logos of both the Parties would in no-way mean to establish that the training programs are part of a regular academic program at IIT Kanpur. Neither party shall use the name of the other party and associated programs/ activities, nor its associated logos for any future programs/activities not covered under this MoU.
20. The MoU will be for a period of five years from the Effective Date upon signing by both the Parties and, thereafter, the same can be extended in writing for a further period as agreed upon by the Parties. The MoU may be terminated by either Party by giving a written notice of 60 days to the other Party, mentioning sufficient cause for such termination.
21. This document constitutes the entire understanding and agreement of the Parties. No amendment, change, or modification of this agreement shall be valid unless put in writing and signed by the Parties hereto.



Both the Parties here to have signed this MoU onthe date written above.



14/7/2023
Signed and Delivered For and on behalf of (CERC)
RAVI KUMAR
Assistant Secretary (P & A)
Central Electricity Regulatory Commission
Ground Floor, Chandernagore Building,
36, Janpath, New Delhi- 110 001

Witness 1
Name, Designation & Address

✓

DC(RA)

Witness 2
Name, Designation & Address


Signed and Delivered For and on behalf of (IIT Kanpur)
ANOOP SINGH, CENTRE FOR ENERGY REGULATION
DEPT. OF IME, IIT KANPUR

Witness 1
Name, Designation & Address


Witness 2
Name, Designation & Address

JITENDER KUMAR, Dept. of
IME, IIT Kanpur

अधिष्ठाता
DEAN
अनुसंधान एवं विकास
Research & Development
आई० आई० टी० कानपुर
I. I. T. KANPUR