

हरियाणा HARYANA

Y 114424

MEMORANDUM OF UNDERSTANDINGBETWEENNATIONAL POWER TRAINING INSTITUTE (NPTI)ANDCENTRAL ELECTRICITY REGULATORY COMMISSION (CERC)

**National Power Training Institute (NPTI)**, a National Apex body for Training and Human Resources Development in Power Sector, an autonomous organization of the Ministry of Power (MoP), Govt. of India having its Corporate Office at NPTI Complex, Sector-33, Faridabad - 121003, Haryana.

AND

**Central Electricity Regulatory Commission (CERC)**, a statutory body functioning under Section 76 of the Electricity Act 2003 having its Office at 3rd & 4th Floor, Chandralok Building, 36, Janpath, New Delhi -110001.

Hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**",

have agreed to establish this Memorandum of Understanding (hereinafter referred to as the "MoU"), which seeks to further the goal of developing activities which facilitate the sharing of experiences in areas of mutual interest to the Participants. The purpose of this MoU is to outline the areas of mutual interest and the nature of the activities through which the Participants will engage on them.

Receipt No : 70973/2024/RA - CERC

15603  
26/5/2023

100  
NPTI - CERC  
MOU

MUNESH KUMAR  
~~STATIONER~~  
Sector-12, Faridkot  
Licence No. 92/F/97

### 1. Parties Involved:

**NPTI** is among the World's leading integrated power training institutes, one of its kind covering a wide gamut of academic and training programs in the Power Sector. NPTI with its existence of over 50 years operates through its Corporate Office at Faridabad and institutes at New Delhi, Nangal, Bengaluru, Neyveli, Durgapur, Guwahati, Nagpur, Alappuzha and Shivpuri thus having its presence in the entire country.

**CERC** is the key regulator of power sector in India and is a statutory body functioning with quasi-judicial status under sec - 76 of the Electricity Act 2003 and is mandated to promote competition, efficiency and economy in bulk power markets, promote investments and advise government on the removal of institutional barriers to bridge the demand supply gap and thus foster the interests of consumers.

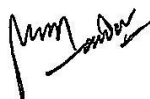
### 2. Broad Areas of Cooperation

The areas of co-operation between the Parties under this MoU may include the following :-

- a. Invite experts to participate in various capacity building programs, organized jointly or severally. The duration, schedule and frequency of the identified programs/ activities would be mutually decided by the two parties.
- b. Jointly work towards aligning the capacity building, skill development and training programs (*including internship programs, etc.*) by forming national and international alliances and institutional partnerships to seize the opportunities that are expected from other countries.
- c. The above areas of co-operation are indicative only and may be expanded or curtailed through mutual consultation. A separate agreement will be signed on case to case basis.

### 3. General Provisions

- a. **Legal Obligations:** This MoU is not intended to, and does not, impose any legal obligation on the Parties. The co-operation between the Parties as outlined in this MoU shall not be construed as a partnership or any other type of legal arrangement. This MoU does not create an exclusive relationship between the Parties for the purpose of undertaking any activities described in this MoU, nor does it give either Party the authority to act on behalf of the other Party.
- b. **Independent Decision-making Autonomy:** No provisions in this MoU are intended to interfere in any way with the independent decision-making autonomy of either Party with regard to their own respective affairs and operations. The activities of the Parties under this MoU are subject to decisions of their respective governing bodies and their respective applicable regulations, rules, policies and procedures.




- c. Financial Obligations:** Nothing in this MoU obliges either Party to expend funds or to enter into any contract, agreement, or other financial obligation. Any activity under this MoU involving the commitment of funds and/or resources shall be handled in accordance with each Party's internal policies, regulations and procedures and may be reflected in a separate written agreement between the Parties.
- d. Name and Logo:** Neither Party shall use the name, acronym, logo or trademarks of the other Party without the prior express written approval of the other Party.
- e. Intellectual Property:** The Parties acknowledge that the activities under this MoU may result in a work product subject to intellectual property rights. In this regard :-
- i.** the Parties agree to negotiate and agree upon appropriate intellectual property provisions in each case, based on the nature of the activity and the financial and/or intellectual contribution made by each Party, and to set out the intellectual property provisions in a separate written agreement; and
  - ii.** notwithstanding this, each Party shall retain ownership of the intellectual property rights in any of their respective existing materials or work product that is shared with the other Party in connection with activities under this MoU and any such material used in activities under this MoU shall be appropriately sourced.
- f. Consultancy assignments:** CERC may offer Consultancy assignments to NPTI. CERC Officers may support NPTI for expert lectures as per their availability.
- g. International Training Programs:** NPTI may conduct International training programs in emerging regulatory issues and challenges in collaboration with reputed foreign universities for officials of Regulatory Commissions towards capacity building.
- h. Confidentiality:** A Party will treat all documents, data and other information received from the other Party in connection with this MoU as confidential unless (i) it is already in the public domain or (ii) the disclosing Party agrees in writing that it may be disclosed or published. A Party will not use such confidential information for any purpose other than the purpose for which it was disclosed without prior written authorisation from the other Party.
- i. Effective Date, Extension and Termination:** The MoU will be for a period of five (5) 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 ninety (90) days to the other Party, mentioning sufficient cause for such termination.




- j. Amendments:** This MoU may be amended by mutual written agreement of the Parties.
- k. Settlement of Disputes:** Any dispute between the Parties relating to the interpretation or implementation of this MoU will be resolved amicably through consultation and negotiation between the Parties.
- l. Governing Law:** Laws of India shall govern this MoU.
- m.** 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.


IN WITNESS THEREOF, the undersigned duly authorized thereto have signed this Memorandum of Understanding.


This Memorandum of Understanding (hereinafter called as "MOU") is entered into on 22<sup>nd</sup> November'2023.


  
 (Shri N. R. Halder)  
 Director (Training)  
 National Power Training Institute  
 (NPTI) N.R. HALDER  
 Director (Training)  
 National Power Training Institute  
 Ministry of Power, Govt. of India  
 Sector-33, Faridabad-121003 (HR)

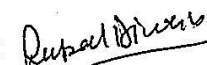
  
 (Shri Harpreet Singh Pruthi)  
 Secretary  
 Central Electricity Regulatory Commission  
 (CERC)

Date: 22.11.2023

  
 1. Signature:  
 Name: AMIT MISHRA  
 Address: NPTI

  
 1. Signature:  
 Name: ANKIT KUMAR  
 Address: CERC

  
 2. Signature:  
 Name: ANURAG RAI  
 Address: NPTI

  
 2. Signature:  
 Name: RUPAL DIWAN  
 Address: CERC