

Memorandum of Understanding

Objective

The objective of this MOU is to detail the tenets of the strategic partnership between SELCO Foundation and Centurion University and the "Renewable Energy Entrepreneurship and Innovation Center – Collaboration between SELCO Foundation and Centurion University of Technology Management". The center will be located in the Centurion University, managed by SELCO Foundation. The Incubation Center will identify and handhold clean energy entrepreneurs for last mile delivery and develop a supportive ecosystem in which they can grow.

Purpose of Memorandum of Understanding

Since its inception in 2010 the SELCO Foundation has worked to create a holistic ecosystem to provide reliable energy services, for underserved communities. The Foundation works to link the benefits of sustainable energy to poverty eradication by collaborating with NGOs, local financial institutions, education institutions and social enterprises. SELCO Foundation envisions a socially sustainable society. It seeks to create avenues for asset building, enhancement in quality of life and wealth creation that will uplift deprived sections of society through sustainable development solutions.

The solution framework adopted by SELCO Foundation is to create a network of research and development Labs which are an open source for creative initiatives capable of bringing social innovations to scale. The Foundation will be an anchor body for such innovations and thus play a pivotal role in catalyzing innovative and replicable processes for sustainable energy solutions.

The "Renewable Energy Entrepreneurship and Innovation Center" will act as an innovation hub with a special focus on fostering local entrepreneurs who can provide sustainable energy to under-served households for livelihoods and quality of life improvement. The center will also undertake ecosystem building activities to promote flow of finance to the sector (end-user and enterprise), capacity building, technology and policy development. The Center will support the entrepreneurs in their daily operations and create strong linkages to financial institutions, vendors and grassroots partners to develop their business.

This MOU intends to address this need as a mutual agreement for the aim of creating the Renewable Energy Entrepreneurship and Innovation Center under these terms and conditions as stated herewith.

Therefore this Memorandum of Understanding ("MOU") is made on this date the 1st January 2018 between:

Centurion University of Technology and Management, a Private State University enacted by an Act (No. 4 of 2010) of State legislature of Odisha having its headquarters at Paralakhemundi, represented by Mr. Debipada Mishra, Center Manager, Center for Renewable Energy and Environment, Centurion University Center for Energy and Environment, hereinafter called the 'Centurion University', which term and expression shall mean and include, unless repugnant to the context, its successors, assignees and administrators.

And

SELCO Foundation, registered under the Indian Trusts Act, 1882 having its registered office at SELCO Foundation Plot No. 690, 15th Cross 2nd Phase, J P Nagar, Bangalore – 560078, Karnataka, represented by V.K. Joby, Senior Manager Finance and HR, herein after called 'SELCO', which term

and expression shall mean and include, unless repugnant to the context, its successors, assignees and administrators.

1. Period

This MOU is valid for a period of two years, from 1st of January 2018 to 31st of December 2020 and can be renewed if all the parties are agreeable to the terms and conditions as are negotiated at that time.

2. Scope

- 2a. To operate the Renewable Energy Entrepreneurship and Innovation Center that will act as a physical hub for fostering innovation, entrepreneurship and operate as an interactive center for the benefit of start-up businesses, students, researchers, etc.
- 2b. To operate as a Renewable Energy Hub for Odisha, Jharkhand and Chhattisgarh that will act as a catalyst in bringing together potential entrepreneurs, students, grassroots innovators, technocrats to create innovative business and financial models.
- 2c. To undertake outreach activities and identify potential last mile delivery energy entrepreneurs who are interested to work in rural and tribal areas and slums in urban areas.
- 2d. To develop and undertake capacity building and educational programs in the Centurion University focused on students and potential entrepreneurs for nurturing the entrepreneurial spirit and awareness of energy challenges in rural Odisha.
- 2e. To undertake research and development activities to innovate products and machinery that will be powered by renewable energy sources and can benefit the under-served and un-served.
- 2f. To undertake business support services for entrepreneurs such as operational planning, human resource management, supply-chain linkage, financial linkage for end-users and the enterprise, partnerships for marketing, etc.
- 2g. To undertake ecosystem building activities to benefit entrepreneurs such as banker sensitization programs for lending to enterprises and end-users to meet energy needs, advocacy for policy changes e.g. taxation, tendering process, institutionalizing technical training in RSETI (Rural Self Employment Training Institute), etc.

3. Types of Services & Costs

Under the terms of this MOU, SELCO Foundation will bear the costs:

- 3a. Pertaining to the human resources directly employed by SELCO Foundation and working in the Renewable Energy Entrepreneurship and Innovation Center.
- 3b. Pertaining to the activities undertaken by the Center such as the identification of entrepreneurs, provision of business operations support for start-up enterprises, training and skill building activities, ecosystem development activities, etc.
- 3c. Pertaining to the administrative and other external costs incurred by Centurion University, pre-agreed by the parties and as detailed in the Annexure 1 to the agreement.

4. SELCO Foundation's Roles and Responsibilities

- 4a. SELCO Foundation will utilize the Renewable Energy Entrepreneurship and Innovation Center as a hub for discussions through meet-ups, talks by social enterprises, hold competitions and brainstorming sessions with an aim to foster entrepreneurship and innovation to benefit students, faculty, researchers, enterprises, etc.
- 4b. SELCO Foundation will be responsible for the conduction of identification programs and evaluation activities to finalize the potential entrepreneurs.
- 4c. SELCO Foundation will be responsible for providing the business, operational, financial and technical knowledge to the entrepreneurs and aiding them in adopting best practices thereof.
- 4d. SELCO Foundation will also strategize and take up advocacy activities, conduct workshop etc. to sensitize financiers, policy makers, technocrats, etc.
- 4e. SELCO Foundation will collaborate with Centurion University to develop curriculum and training content for students on technical, financial and managerial aspects of renewable energy. The collaboration will work to innovate solutions on business models, marketing activities, logistics, inventory management, human resource development, etc.
- 4f. SELCO Foundation will ensure that the physical space provided by Centurion University is used only for the purpose of conducting official activities of the Renewable Energy Entrepreneurship and Innovation Center.

5. Centurion University's Roles and Responsibilities

- 5a. Centurion University will provide physical space for the establishment of the Renewable Energy Entrepreneurship and Innovation Center. The space will be used as an office space for the employees of the Center, to hold meetings with partners, conduct trainings and as a lab for conducting basic testing and experimentation.
- 5b. Centurion University will support in the identification of potential entrepreneurs by supporting the conduction of interviews and due-diligence of candidates.
- 5c. Centurion University will provide access to its faculty and researchers who can support the Center in development of content and the conduction of capacity building programs for the entrepreneurs, and students.
- 5d. Centurion University will provide space for conduction of training for the incubatees of the SELCO Incubation Center based on the availability. The training schedule and the space requirements will be shared with Centurion University at the least 30 days in advance.
- 5e. Centurion University will collaborate by providing access to its laboratory, researchers, and faculty and workshop facilities linked to engineering, applied sciences and management schools to develop prototypes, equipment and machinery that will be aimed at provisioning clean energy or energy efficient solutions for the rural and tribal poor. The provision of the lab and allied resources will be determined on a case-on-case basis and be time bound, as decided mutually.
- 5f. Centurion University will provide access to its students, faculty and researchers, who, if interested can undertake internships and sponsored research projects on problems derived from challenges observed in the grassroots.

6. Other Terms & Conditions

6a. This MOU contains the entire agreement of the parties. It may not be changed orally, but only by agreement in writing signed by all the parties.

6b. Notwithstanding anything to the contrary in these Terms, it should be noted that SELCO Foundation provides support to start-up enterprises in collaboration with partners with the sole aim of enabling energy access for the poor. SELCO Foundation will not and cannot be held responsible for any conflicts that may arise between Centurion University and its partners and the enterprises created during this program. However SELCO Foundation will make every attempt to resolve such conflicts to the best of its ability and in the interest of all parties.

7. Confidentiality

SELCO Foundation and Centurion University will ensure that all information shared by each other is kept confidential and not disclosed to any other party. Such information shall only be disclosed to its employees/associates as may be required to provide the amenities as understood in this MOU.


8. Termination

Either SELCO Foundation or Centurion University may terminate this MOU without cause, by thirty (30) days' prior notice in writing, by either email or registered address post. However it is understood that all the parties will make every attempt to resolve differences amicably before taking such action.

For Centurion University of Technology and Management

For SELCO Foundation

D. Prakash
Name: _____
Date: _____
Witness: Mukundjee Pandey
Name: _____
Date: _____



V. K. Jolly
Name: _____
Date: _____
Kunal Dasgupta
Name: _____
Date: _____

