



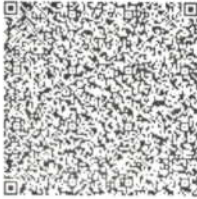
सत्यमेव जयते

# INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

## e-Stamp

Certificate No.	: IN-DL29447118997345T
Certificate Issued Date	: 27-Sep-2021 03:28 PM
Account Reference	: IMPACC (IV)/ dl1035803/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL103580354665941533275T
Purchased by	: CONSUMER UNITY AND TRUST SOCIETY CUTS
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CONSUMER UNITY AND TRUST SOCIETY CUTS
Second Party	: CONVERGENCE ENERGY SERVICES LIMITED CESL
Stamp Duty Paid By	: CONSUMER UNITY AND TRUST SOCIETY CUTS
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line



### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

# Memorandum of Understanding

Between

Convergence Energy Services Limited (CESL), India

-And-

Consumer Unity & Trust Society (CUTS)

FOR

Developing a Strategic Partnership to collaborate in the area of  
Convergence, Renewable Energy and Energy Efficiency



This Memorandum of Understanding (MOU) has been entered into on 27<sup>th</sup> September 2021, between the following parties:

**Convergence Energy Services Limited** (hereinafter referred to as CESL), having its registered office at 5<sup>th</sup> & 6<sup>th</sup> Floor, Core-IIIS, SCOPE Complex, New Delhi - 110003, India,

And

**Consumer Unity & Trust Society** (hereinafter referred to as "CUTS"), with its registered office at D-217, Bhaskar Marg, Banipark, Jaipur -302016, India.

## ABOUT THE PARTIES

1. **Convergence Energy Services Limited (CESL)**, is a public company registered as a public limited company under Section 18 of the Indian Companies Act. It is part of the Energy Efficiency Services Limited Group, a joint venture of public sector undertakings under the Ministry of Power, Government of India. CESL focuses on energy solutions that lie at the confluence of renewable energy, electric mobility and climate change. It builds upon the decentralized solar development experience in under-served rural communities in India, and when possible, using storage systems, to deliver renewable energy solutions to power agricultural pumps, street lighting, domestic lighting, cooking appliances etc. in villages. CESL will also work to enable transition of transport systems by introducing electric mobility and charging infrastructure. For further details: [www.convergence.co.in](http://www.convergence.co.in)
2. **Consumer Unity & Trust Society** (hereinafter referred to as "CUTS"), with its registered office at D-217, Bhaskar Marg, Banipark, Jaipur-302016, India. Registered under Rajasthan Societies Registration Act 1958 with its mission as Consumer sovereignty in the framework of social justice, economic equality and environmental balance, within and across borders.

## SCOPE OF THE PARTNERSHIP

The Parties are desirous of entering into a '**Strategic Partnership (non-binding)**' with one another, and as a Team to work jointly for the achievement of common goals and objectives related to convergence, renewable energy and e-mobility in India as well as International geographies. Specifically, the partners agree to focus on the following priority areas as part of this MOU:

1. To jointly explore, execute and implement various sustainable development programs related to implementation of Renewable Energy systems such as E-mobility, Agricultural solar pumps and related projects.
2. To jointly explore opportunities for policy research, Empirical research, policy advocacy and consultancy projects in focus geographies.
3. To work jointly on Capacity building trainings and knowledge transfer.

## OBLIGATIONS OF THE PARTIES

For the successful execution of the commitments of the partnership, the two parties will provide the following support.



### CESL

- Identify and designate staff from its program team to undertake and coordinate technical and programmatic activities needed to fulfil the goals of this MOU.
- Associate with the team in identifying and prioritizing activities.
- Facilitate the team with documents, data and information required to execute their commitments.

### CUTS

- Work with CESL in identifying and prioritizing specific activities and areas of support, as and when needed.
- Support in market identification, business partner identification & assessment, and other protocols to promote the brand image of CESL, helping achieve quality delivery of CESL's programs at scale.

## **BRANDING: LICENSE FOR USE OF LOGO**

CESL and CUTS agree to grant each other a non-transferable, non-exclusive license, for the term of this Agreement and on and within their website (Site) or Co-Branded website (collectively "Sites"): (i) to copy, use, publicly display and transmit their logo in connection with performance of this Agreement; and (ii) to establish a Link to other party's Sites.

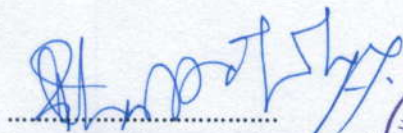
## **TERMS OF THE PARTNERSHIP**

1. This MOU commences on the date of signing of this agreement for a period of Five years (5). The MOU can be extended further by the mutual consent of both parties.
2. All data and documents exchanged during the course of this partnership will be used solely for purpose of this partnership. Any materials developed during the course of the partnership will be co-owned by the parties and used only with acknowledgement of the partners' contributions.
3. Both parties should apprise / keep each other informed on project related matters. CESL and CUTS will consult with each other, whenever it may be appropriate, on the matters covered by this MOU and will use their best endeavors to ensure that staffs of both the organizations cooperate in good faith with one another.
4. Either party may terminate this MOU, in whole or in part, by giving the other party ninety days' written notice, delivered upon the authorized representative.
5. This MOU may be renegotiated if at any time during its term the work or environment of CESL and CUTS is so altered that the contents of the MOU are no longer appropriate.
6. Pursuant to the MOU separate agreements may be negotiated between the parties that identify specific proposals for implementation should circumstances warrant.
7. Notwithstanding the use of the terms "Partners" and "Partnership", the Parties agree that they are not entering into a legal partnership, joint venture or other such business arrangement. The parties shall be free to work independently with other organizations.



8. The Parties are entering into this MOU while wishing to maintain their own separate and unique missions and mandates and their own accountabilities. Nothing in this MOU shall be construed as superseding or interfering in any way with other agreements entered into between the Parties, either prior to or subsequent to the signing of this MOU, unless specifically agreed under this document. The Parties further specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by either Party, nor does it create rights in any third party. Further, neither party shall be liable to the other for any claim, loss, cost, liability or investment opportunities arising out of directly or indirectly related to the other Party's decision to terminate this MOU, the other Party's performance under this MOU, or any other decision with respect to proceeding or not proceeding with the definitive agreement(s) or the Project(s) and each Party acknowledges and agrees that the decision to enter into definitive agreement is the sole and absolute discretion of the other Party.
9. If any issue or dispute arises between CESL and CUTS, they will use their best endeavors to resolve the dispute promptly.

#### SIGNATURES



Executed for CUTS by its duly  
authorised representative



Name: Bipul Chattopadhyay  
Designation: Executive Director  
Date:  
Place: Jaipur, India



Executed for CESL by its duly  
authorized representative

Name: Mahua Acharya  
Designation: Managing Director  
Date:  
Place: New Delhi, India

#### Witnesses:

1. Ms. Poonam Pande, Deputy Head International, CESL
2. Gyan Chand Jain, Director, CUTS International, Jaipur