

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**BANGLADESH ENERGY AND POWER RESEARCH COUNCIL (EPRC)**

**-AND-**

**ENGINEERING STUDENTS' ASSOCIATION OF BANGLADESH (ESAB)**

**SEPTEMBER, 2016**

## MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is signed at Dhaka, Bangladesh on the 25<sup>th</sup> day of September, 2016 to set the framework of co-operation between the following parties:

1. **Bangladesh Energy & Power Research Council:** Bangladesh Energy and Power Research Council is administered by the Government of Bangladesh. The role of the council is to seek innovative solutions to meet the needs in energy and power as well as provide incubation through funding and research space for entrepreneurs to try out new solutions. The council having its office at the Biddut Bhaban, 1 Abdul Gani Road, Ramna, Dhaka -1000, (hereinafter referred to as 'EPRC') which expression shall unless repugnant to the context mean and include its successors and assigns of the **FIRST PARTY**.
2. **Engineering Students' Association of Bangladesh** (hereinafter referred to as "ESAB" having its office at 56/1-A, Palashnagar, Mirpur-12, Dhaka-1216; which expression shall unless repugnant to the context mean and include its successors and assigns of the **SECOND PARTY**).

The parties shall be referred to as "Parties" collectively and "Party" individually henceforth.

### 1. PURPOSE OF THE MOU:

The both parties will collaborate with each other's network and resources to promote research on energy and power as well as implement the outcomes with the help of the young energetic engineers and researchers.

### 2. THE SERVICE AND INITIATIVES:

EPRC and ESAB will jointly carry out the following activities:

- a. Connect the innovative Engineering Students.
- b. Conduct seminar, workshops, training, summit, contests, boot-camp, hackathon and other relevant program for finding and facilitating the sustainable solution of the possible energy and power crisis.
- c. Organize and communicate with the Project-Thesis Groups of different universities to facilitate and promote long-term research on energy and power as well as provide 'Youth Innovation Small Grant'.
- d. Organize National Hackathon on power and energy.
- e. Provide support to develop Power and Energy Innovation Lab
- f. Organize Green Power and Energy Summit.
- g. Scale up the capacity of human resources by creating internship, industrial visit and academia outreach opportunities.
- h. Relevant parties will work together on mutual interest and support the activities accordingly.



### 3. RESPONSIBILITIES AND OBLIGATION OF THE PARTIES

#### 3.1 EPRC

3.1.1 EPRC will assist ESAB to arrange different sorts of activities to promote research activities on energy and power.

3.1.2 EPRC will join ESAB's Engineering Innovation Summit as the sponsor and core partner.

3.1.3 EPRC will invite ESAB to be partner of relevant events of EPRC

3.1.4 EPRC will collaborate the Project-Thesis groups of different universities enlisted by ESAB to promote and facilitate the innovations and support 'Youth Innovation Small Grant'.

3.1.5 EPRC will provide technical experts in any of ESAB event to conduct outreach programs.

3.1.6 EPRC will invite ESAB to cooperate in relevant human resource development programs in energy and power.

3.1.7 EPRC will invite ESAB to co-host the national hackathon and energy summit to make these events successful.

#### 3.2. ESAB

3.2.1. ESAB will be the partner of relevant events of EPRC.

3.2.2 ESAB will run industry-academia outreach programs and other relevant events jointly with EPRC.

3.2.3. ESAB may organize engineering innovation summit in collaboration with EPRC.

3.2.4. ESAB will collaborate with EPRC to hunt innovative projects related to sustainable energy and power as well as encourage students to conduct research in the relevant field.

3.2.5. ESAB will run 'Small Youth Innovation Grant' as joint initiative.

3.2.6. ESAB will refer the potential ESAB members to do internship in EPRC for relevant projects and roles.

3.2.7. ESAB will support EPRC in developing an Innovation Lab.

3.2.8. ESAB will be the co-organizer of National Hackathon & Summit.



#### **4. CONTENT LIABILITY:**

**4.1** All parties will take active and reasonable efforts to ensure the authenticity, copyright or validity of the content supplied to one another and to its subscribers while providing the services.

**4.2** None of the parties shall be liable in full or part for the authenticity, copyright, intellectual property rights or validity of the content provided by any of other parties for the use of any software, programs or other contents in providing the services.

**4.3** All parties will indemnify and keep indemnified and hold free and harmless the other parties against all liabilities, claims, damages, loss and proceedings arising out of or in any way connected with the services.

#### **5. EFFECTIVE DATE, VALIDITY ANDRENEWAL**

This MoU will be effective from **25 September 2016 to 24 September 2018** in the initial phase. This MoU can further be extended subject to the concurrence and at the discretion of all the parties and if not extended for further period as the case may be this MoU shall automatically stand dissolved.

#### **6. AMENDMENTS**

At any time during the validity of this MoU, all the parties may mutually agree to modify or amend the existing framework or requirement of this MoU as circumstances demand. No amendment, renewal or modification to this MoU shall be effective unless it is in writing and signed by duly authorized representatives of all parties.

#### **7. TERMINATION OF AGREEMENT:**

All parties may terminate this agreement by giving the other parties 1(one) calendar month written notice.

#### **8. POST TERMINATION:**

The termination of this agreement shall be without prejudice to any pre-existing obligations of all parties including the payment of all services by the other parties up to the date of termination.

#### **9. LIMITATION OF LIABILITY:**

**9.1** The parties shall have the right to temporarily suspend the services in a whole or in part during the repair, maintenance or for any other circumstances beyond their control. Either party will need to give prior written notice to another party so that it can suspend promotion during that period and also inform the customer support accordingly.

**9.2** None of the parties shall be subject to any liability or responsibility for any of the other party or to any other party resulting from any reason or cause whatsoever under the agreement including but not limited to defamatory or unlawful news or content publication, non-transmission or non-receipt of any services or delay, failure or mistake in the transmission of any information through the service whether such failure, delay or mistake shall arise from accident, omission, default, negligence or any other act of the said party, its employees of agents.





**10. ASSIGNMENT:**

No right or liabilities under this agreement may be assigned, transferred, conveyed or otherwise disposed by any party to any other party without the prior written consent of all parties.

**11. GOVERNING LAW:**

This agreement shall be governed in accordance with the laws of Peoples Republic of Bangladesh and all parties shall submit the exclusive jurisdiction of the courts of Peoples Republic of Bangladesh in the event of any dispute.

**12. FORCE MAJEURE:**

None of the parties shall be under any liability for any loss or damage resulting from delay, failure to perform this agreement either in whole or in part where such delay or failure shall be due to a cause beyond its responsible control, including but not limited to, wars, the threat of imminent wars, riots, other act of civil disobedience insurrection, act of God, restraints imposed by government or any other supernatural or due to industrial or trade disputes, fires, explosion, storms, floods, lightings, earthquakes and other natural calamities.

**13. NOTICE:**

Any notice, demand, request or report to be given or made hereunder shall be given or made in writing by letter, fax and shall be deemed to have been delivered or given; 7 (seven) working days after posting; in the case of fax and email twenty-four (24) hours after dispatch, provided always that if the deemed delivery date shall not be a normal business day at the location of the addressee then the delivery shall be deemed to take place on the first normal business day then following. The notice, demand, request or report shall be given or made at the address of the addressee stated hereunder or at such other address as such Party shall have designated by notice in writing to the other Party hereto.

**14. NON-WAIVER:**

Failure or delay on the part of the parties hereto to exercise any right, power or remedy under this agreement shall not operate as a waiver thereof. The rights, and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies under law.



#### **15. CONFIDENTIALITY:**

Each Party shall treat this MoU and all non-public information, whether commercial, technical, financial or of whatever nature, obtained from the other Party under this MoU as confidential, and shall not use or disclose the same, or permit its use or disclosure, by any persons or entities, other than its employees and professional advisors who need to know such information to assist in performing their duties under this MoU, without the prior written consent of the other Party who discloses such information. Each Party shall use its best efforts and take all appropriate steps to ensure compliance with this clause on the part of their present and future directors, officers and employees, during and after their term of employment. No Party shall make any public announcement regarding this MoU or the transactions contemplated hereby without the prior written consent of the other Parties, which shall not be withheld unreasonably, if asked for.

#### **16. NON -EXCLUSIVITY**

This MoU does not restrict both the Parties to enter into Agreement or MoU with other organization at any time for the same or similar purposes.

#### **17. LOGOS:**

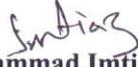
Output produced under this agreement such as any text or computer based materials, user manual, monitoring & evaluation framework, research report, websites, among others will bear the logos of EPRC, ESAB, and the Government of the People's Republic of Bangladesh during the valid tenure of this MoU which is based on the prior written consent from each other.

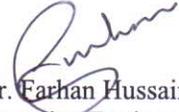
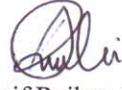
#### **18. MISCELLANEOUS**

Non-binding: This Memorandum of Understanding is non-binding. This Memorandum of Understanding expresses the parties' current intentions. All legally binding commitments require a written agreement signed by the committing party.



**IN WITNESSES WHEREOF** the parties have hereinto caused this MoU to be executed in the respective names by their duly authorized representatives on the date herein before mentioned.

<p>Signed by duly authorized on behalf of EPRC</p>  <p><b>Saif Uddin Ahammad</b> Secretary (Deputy Secretary) Bangladesh Energy &amp; Power Research Council Power Division, Ministry of Power, Energy &amp; Mineral Resources</p>	<p>Signed by duly authorized on behalf of ESAB</p>  <p><b>Mohammad Intiaz Hasan</b> President Engineering Students' Association of Bangladesh.</p>
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<p>Witness</p>  <p>Mr. Farhan Hussain Executive Engineer (In-Charge) Bangladesh Energy &amp; Power Research Council</p>	<p>Witness</p>  <p>Md. Arif Raihan Maahi Founder Engineering Students' Association of Bangladesh</p>
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