

## Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into on this day, 21st of November in the year 2023 by and between the following parties:

1. **SELCO Foundation**, a charitable trust registered under the Indian Trusts Act 1882 and having its office at 690, 15th Cross 2nd Phase, JP Nagar Bangalore 560078, India, through its authorised signatory, (hereinafter referred to as 'SELCO' which expression shall unless unacceptable to the context or meaning thereof include its successors and permitted assigns and authorised representatives), as the First Party.
2. **MKSSS's Dr Bhanuben Nanavati College Of Architecture For Women**, having its office at MKSSS's Dr. Bhanuben College of Architecture for Women MKSSS Campus, Cummins College Rd, Dnydeep Colony, Hingne Budruk, Karve Nagar, Pune, Maharashtra 411052. (hereinafter referred to as "BNCA" which expression shall unless unacceptable to the context or meaning thereof include its successors and permitted assigns and authorised representatives), as the Second Party.

### ABOUT THE PARTIES

#### 1. SELCO Foundation (SELCO)

Since its inception in 2010, SELCO 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. SELCO 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 open source or 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 catalysing innovative and replicable processes for sustainable energy solutions.

#### 2. MKSSS's Dr Bhanuben Nanavati College Of Architecture For Women (BNCA)

MKSSS's Dr. Bhanuben Nanavati College of Architecture for Women, founded in 1994 under the able leadership of Mr. Avinash Wardekar and Principal Dr Anurag Kashyap, with the generous donation of Rs. 90 lakhs given by Late Mr. Mahendrabhai Nanavati has a glorious historical background of Maharshi Karve Stree Shikshan Sanstha, Pune, founded in 1896, with the main mission of uplifting the social, educational, financial and spiritual conditions of women and widows, making them confident and self reliant. The institute is conceived as a multidisciplinary centre of learning where architectural education is considered as a total personality development program.

It offers Bachelor of Architecture (B Arch), Master of Architecture (M Arch) and Doctorate programs (PhD) under Savitribai Phule Pune University. It was evolved in essence to ensure quality education and it has maintained this agenda to the present day. This institute has been established with a futuristic approach and idealism towards architectural education.



**NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**A. PURPOSE OF MEMORANDUM OF UNDERSTANDING (MOU)**

- To engage in a strategic partnership to work on mutually nurturing the architectural fraternity in the social sector and developing a medium to engage in problem statement identification, documentation, demonstration and innovation for democratising design for the poor.
- This is not a financial partnership, it is designed to mutually benefit the fraternity in learning and engaging the student community to design for the poor.

**B. OBJECTIVE**

**Goal:** To build a strategic partnership between SELCO and BNCA for creating an engagement program for students and faculty and SELCO's teams to work on problem statements identified by SELCO and coming up with innovative and sustainable solutions, processes, benchmarks and best architectural practices. The partnership will include the following objectives:

- Documenting architectural and climate focused problem statements of the poor as part of a semester course.
- Co-developing workshops for the students of BNCA and neighbouring polytechnics/ colleges offering design, architectural and civil engineering courses.
- Engaging with faculty members on consultancy projects via the innovation cell.

**SELCO and BNCA during the MOU period aim to:**

**PART 1**

- SELCO to select a minimum of 2-3 number of problem statements and jointly design engagement activities for students for the same.
- BNCA will establish student groups for one semester in year 2,3, and 4, focusing on design coursework centred around social problem statements.
- SELCO to allocate time and resource people to help guide the student groups for the same from case-to-case basis.

**PART 2**

- SELCO to co-develop with BNCA faculty and Conduct 2 workshops during 1 academic year (online or offline).

**PART 3**

- BNCA to place upto 5 students for internship programmes with SELCO Foundation (for students in the course).
- The internship stipend for individual students will be upto 15,000 Rs per month (all inclusive) and the internship will be in the SF office in Bengaluru.
- SELCO will recruit 2 recent graduates from BNCA, either from the B.Arch or M.Arch programs, to serve as fellows for a period of six months.
- The fellowship stipend for individuals will be upto 25,000 Rs per month (all inclusive) and the fellowship will be in the SF office in Bengaluru.





### C. PERIOD:

This MOU is valid for a period of two years, from 1<sup>st</sup> January 2024 to 31<sup>st</sup> December 2025 and can be renewed in writing upon the mutual consent of both parties upon agreement to the terms and conditions as are negotiated at that time.

### D. OTHER TERMS & CONDITIONS:

1. This MOU shall contain the entire agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by both parties.
2. Notwithstanding anything to the contrary in these Terms, it should be noted that SELCO provides support (limited to CLAUSE B) to its partners to enhance their chances to provide quality service to the poor.
3. SELCO's sole intent is to create a service by way of sustainable technical, financial and operational solutions.
4. SELCO and BNCA shall not and cannot be held responsible for any conflicts that may arise between other parties and their partners during this program.

### E. CONFIDENTIALITY AND INTELLECTUAL PROPERTY:

SELCO and BNCA shall ensure that all the information shared 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. Further, the Parties shall ensure that such employees are bound by a non-disclosure provision that are similar to the obligations of confidentiality at least as restrictive as the terms of this MOU.

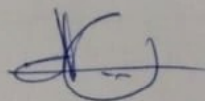
All confidential information supplied by either Party shall be and remain the sole and exclusive property of such party or the party who authorized such information be disclosed.

Nothing in this MOU shall be construed as creating an obligation on any of the Parties to disclose particular information.

Neither party acquires any intellectual property rights of the other Party under this MOU. Neither party shall make, use, register or sell any product, service, or other item using, incorporating, or derived from any intellectual property of the other Party.

The Party (ies) shall, on the request of the disclosing Party, destroy or return to such Party all documents and things containing confidential information and intellectual property. The Party (ies) shall further certify in writing that all confidential information and intellectual property shared in relation to this MOU has been destroyed or returned to the disclosing Party.

The Parties shall have the right to make public announcements and issue press releases and



respond to enquiries from the press or other media concerning or relating to this MoU and its subject matter, upon receiving the prior written approval of the other Party.

#### INDEMNITY:

Each party, hereby, agrees to indemnify, defend and hold the other party harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees, costs and expert witnesses' fee) arising out of or in connection with breach of any of the provisions of this MOU.

#### F. LIMITATION OF LIABILITY:

Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this MOU such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of project and programme implementation, which are not related to or the direct result of a party's gross negligence or breach. However, it is understood that the parties will make every attempt to prevent such circumstances and work towards resolving such conflicts to the best of their ability and in the interest of both parties.

#### G. LEGAL AND BINDING MOU:

This MOU is legally-binding between the Parties. The Parties each represent that they have the authority to enter into and perform the obligations under this MOU.

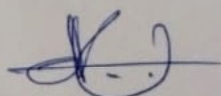
Each Party represents and warrants to the other Party (ies) that there are no restrictions, hindrances or encumbrances of any nature which in any manner restricts the performance of obligations of the Parties under this MOU.

#### H. TERMINATION:

SELCO and BNCA may terminate this MOU without cause, by giving thirty (30) days' prior notice in writing, by either email or registered AD post. However, the Parties agree that they will make every attempt to resolve differences amicably before taking such action.

SELCO and BNCA shall also have the right to terminate this MOU with immediate effect, and without notice, in event that other party commits a breach of any of the terms or conditions of this MOU and such breach or failure continues for a period of (30) thirty days after receipt of a written notice from SELCO and BNCA.

All clauses of the MOU intended to survive after the termination or expiration of the MOU shall survive such termination or expiration.





## GOVERNING LAW AND DISPUTE RESOLUTION

This MoU shall be governed and construed in accordance with the laws of India.

In the event of any dispute arising in relation to this MoU, the Parties shall try and amicably settle the dispute within sixty (60) days from the date of receiving a notice from the other Party. Following this, the dispute shall be dealt with in accordance with the Arbitration and Conciliation Amendment Act, 1996. The arbitration award will be final and binding on both Parties. The seat of arbitration will be in Bangalore, Karnataka and the language of the arbitration shall be conducted in English.

## GENERAL CLAUSES

No waiver of any provision of this MOU shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this MOU shall not constitute a waiver of such provision or any other provision(s) of this MOU.

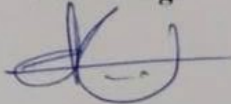
The Party (ies) shall not assign its rights and/or obligations pursuant to this MOU, either in whole or in part, directly or indirectly, without the prior written consent of the other Party (ies).

In the event any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this MOU but this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein.

The Parties shall collectively participate, co-operate and assist each other and shall execute all such documents and do all such deeds and acts as may be necessary for successfully achieving their objectives under this MOU.

### **AGREED:**

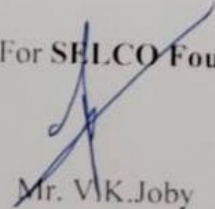
For **BNCA College**



Dr. Anurag Kashyap

Authorized Signatory

For **SELCO Foundation**



Mr. VK. Joby

Authorized Signatory



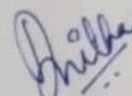
MKSSS's Dr. B. N. College of Architecture Address: BNCA Campus, Karve Nagar, Pune 411052.	Name of Industry Address: # 690, 15th Cross Rd, Jeewan Griha Colony, 2nd Phase, J. P. Nagar, Bengaluru, Karnataka 560078
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Witness 1:

Witness 2:



Ar. Prajakta Kulkarni  
Dept. of Environmental Architecture



Ar. Anitha Mahendra  
SECLO Foundation

