

Memorandum of Understanding (DRAFT)

Between

Maharashtra Energy Development Agency (MEDA)

And

"Empanelled Organization Name"

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1. Definitions

In this Memorandum the following expressions shall have the following meanings:

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Expressions & Meanings

- | | |
|-----------|---------------------------------------|
| 1. BEE | Bureau of Energy Efficiency |
| 2. DSR | Detailed Schedule of Rates |
| 3. EC | Energy Conservation |
| 4. ECBC | Energy Conservation Building Code |
| 5. CBT | Capacity Building Training |
| 6. ECM | Energy Conservation Measures |
| 7. MEDA | Maharashtra Energy Development Agency |
| 8. MNRE | Ministry of New and Renewable Energy |
| 9. MoU | Memorandum of Understanding |
| 10. M & V | Monitoring and Verification |
| 11. PWD | Public Works Department |
| 12. SDA | State Designated Agency |
| 13. SoW | Scope of Work |

2. Parties to the Memorandum of Understanding

This Memorandum of Understanding 'MoU' signed on day & date, between:

Maharashtra Energy Development Agency (MEDA) :

MHADA Commercial Complex, II floor, Opp: Tridal Nagar, Yerwada Pune, Maharashtra – 411006, India represented by Shri _____, hereinafter referred to as “**MEDA**” (which expression shall unless be repugnant to the context or meaning thereof, mean and include its successors in office and assigns) of the first part;

And

Empanelled Organization

Represented by Shri _____, hereinafter referred to as 'Empanelled Organization' (which expression shall unless be repugnant to the context or meaning thereof, mean and include its successors in office and assigns

(Hereinafter referred to individually as a “Party” or together as “Parties”)

3. Background of the Parties:

3.1 MEDA

Maharashtra Energy Development Agency (MEDA) is registered as a Society on 26 July 1985 and MEDA as an organization commenced functioning from July 1986.

MEDA's objective is to undertake development of renewable energy and facilitate energy conservation in the State of Maharashtra, as a state nodal agency under the umbrella of the Ministry of New & Renewable Energy (MNRE). Apex controlling body of MEDA is the governing body with the Minister of New and Renewable Energy, Maharashtra state, as Chairman.

Empanelled Organization

Empanelled Organization Info.....

About ECBC:

The Energy Conservation Building Code was developed by the Bureau of Energy Efficiency, a statutory body of Ministry of Power. This code is applicable to all the new (to be constructed) commercial buildings (as defined under the respective municipal bylaws) having connected load of 100 kW or more or contract demand of 120 kVA or more.

The Energy Conservation Building Code (ECBC) was developed by the Govt. of India for new commercial buildings on 27th May 2007. ECBC sets minimum energy standards for new commercial buildings having a connected load of 100kW or contract demand of 120 KVA and above.

The code aims to optimize energy savings with the comfort levels for occupants, and prefers life-cycle cost effectiveness to achieve energy neutrality in commercial buildings. It is expected that adoption of ECBC will save 30-40% of energy in comparison to conventional buildings.

ECBC implementation:

Maharashtra Energy Development Agency (MEDA) with support from Bureau of Energy Efficiency and the European Union has decided to adopt Energy Conservation Building Code (ECBC) in the state.

The mandatory adoption of ECBC will help the state of Maharashtra in reducing building energy consumption and promote low-carbon growth. This code sets parameters for builders, designers and architects to integrate renewable energy sources in building design with the inclusion of passive design strategies.

MEDA has prepared the mechanism for implementation and enforcement (Rules) of ECBC along with amendments in the code. The rules prepared by MEDA has been approved by BEE.

4. Capacity Building Training Programs:

MEDA i.e. the State Nodal Agency (SDA) is leading the project for Implementation of ECBC in the Maharashtra. For the same, training programs will be organized for effective implementation of ECBC in the state. These training programs aim to build ability or capacity to build ECBC compliant buildings in commercial sector.

The main focus of the training programs is to develop training and certification program for ECBC Third Party Assessor. Organize awareness cum training program for public and private sector stakeholders.

Institutional arrangement needs to be done to ensure a good technical assistance from the State Development Agency which will help in ease of implementation of the ECBC program. MEDA has submitted a proposal for approval of State ECBC i.e Maha-ECBC and the mechanism rules required for its effective implementation.

5. Roles and Responsibilities of MEDA :

Role of MEDA :

MEDA shoulders imperative responsibility to conduct awareness, training and Capacity building for various stakeholders. Prime objective of such training programs is for ease of implementation of ECBC Compliant buildings in Maharashtra. Beyond the process of modification and enforcement of the codes in the State, the capacity building training activity plays a key role in creating awareness of Energy Conservation Building Code throughout the State.

Responsibility of MEDA:

1. To identify the type of Stakeholders for ECBC capacity Building Training Workshops.
2. Identify Potential locations for the Training Workshops.
3. Identify organizations who can organize the training programs
4. All the financial help for such programs will be given by MEDA.
5. MEDA may also give Speakers for such programs.

6. Roles and Responsibilities of "Empanelled Organization":

Role:

The institute will arrange 20 no. of Capacity building Training programs upto March 2019 for the Stakeholders.

Responsibilities:

1. To identify designated coordinator for the Capacity Building Training programs representing the Institute.
2. To designate a special Cell in the organization for the above mentioned Agenda.
3. To update and call the stakeholders for ECBC capacity building training programs through various sources like newspapers ,E-mails and other modes of communication media if required.
4. To organize all the training programs for the respective stakeholders for every event. The typology of stakeholders needs to be confirmed with the State Designated Agency.
5. The empanelled organization is expected to inform their Agenda, time table and Schedule for the training programs to be arranged to MEDA.
6. The assigned organization shall be responsible to cater the Venue and provide basic facilities for the participants and Speakers during the events.
7. The assigned organization will take the responsibility of organizing the mutually agreed number of training programs in the state of Maharashtra in given time span. (Up till March 2019)
8. The empanelled organization will coordinate with MEDA for the allotment of speakers for all the training Programs.
9. The arrangement of the speakers , their travel allowance, residential stay facility if and when required and a minimum Pay of Rs 10,000 for master trainer per day

7. Terms and Validity:

This Memorandum of Understanding commences on day & date and will remain in force of initially upto 31 st March 2019.

This MoU shall be valid from the date of its execution upto March 2019. However, agreements concluded under this MoU shall be valid till end of contracting obligations and responsibilities of the concerned parties. The validity of this MoU can be further extended with the mutual consent of the parties in writing.

8. Procedure for Amendment, Cancellation, Arbitration and Exclusivity

Renegotiation and Alteration:

The memorandum may be renegotiated or altered at any time during its term the work or environment in the BEE ,MEDA and empanelled organization is so altered that the contents of the Memorandum are no longer appropriate and viable to implement.

Any changes /alteration to this MoU are required to be recorded in writing:

If there occur any changes in the Agenda of the program or the time table or schedules is modified due to some unavoidable circumstances then the empanelled organization will have to inform MEDA in writing. Any changes are to be recorded in writing and attached to this MoU which may effect on revising the MoU.

Termination of MoU:

Any of the parties under the MoU may, at any time during the period of the MoU, rescind the same after giving a notice in writing, recording cogent reasons for doing so. The notice period cannot be less than one month.

Dispute Resolution:

In case of any disputes arising from the activities covered under the MoU or agreements entered into the thereunder, shall be referred to the BEE for settlement. The decision of the BEE will be final and binding on the parties.

Exclusive Rights:

This MoU does not grant any exclusive right to any parties in the area of cooperation that they mutually agree to under clause 6 and 7.

9. Termination

Each Party reserves the right to terminate this MoU by serving a written notice to the other Party informing them of the same and upon the completion of thirty (30) days from the time the other Party receives such notification.

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10. Cooperation:

BEE , MEDA and the empanelled organization will consult with each other , whenever , it may be necessary and appropriate , on the matters covered under this MoU and will use their best endeavors to ensure that staff of both the organizations cooperate in good faith with one another.

All parties should appraise each other regularly and inform each other on project related matters .If any issue or dispute arises between the parties they will use their best endeavors to resolve the dispute promptly as per clause.

11. Signatures:

The contents of this Memorandum of Understanding have been discussed and agreed mutually by all the concerned parties.

On behalf of MEDA , Shri..... will be the authorized representative and point of contact for BEE .

12. Declaration of Memorandum of Understanding:

For and on Behalf of:

Maharashtra Energy Development Agency (MEDA)

Name: Shri Purushottam Jadhav

Designation: Addl. Director General– MEDA

Address: 2nd Floor, MHADA Commercial Complex,

Opp. Tridal Nagar,

Yerawada ,

Pune -411006.

For and Behalf of :

"Empanelled Organization Name"

Name: Shri.,

Designation:,

Address:,

In Presence of

WITNESS:

1. Name :

Designation:

Organization:

Stamp & Signature:

2. Name :

Designation:

Organization:

Stamp & Signature: