
Memorandum of Understanding (“MoU”)
Between
“Bangalore Electricity Supply Company Ltd.” and
“IEEE”

1. SIGNATORIES

This non-binding Memorandum of Understanding between “Bangalore Electricity Supply Company Ltd.” (hereinafter referred to as “BESCOM”) and The Institute of Electrical and Electronics Engineers, Inc. (hereinafter referred to as “IEEE”) operating through its subsidiary, Global IEEE Institute for Engineers (“GIEEE”) is for the purpose of promoting mutual understanding and enhancing the development of long-term, stable, and comprehensive friendly cooperation between BESCOM and IEEE. Through friendly interactions, based on a peer-to-peer relationship and mutual benefit, the Parties seek to establish a strategic relationship in the areas of power and energy.

The Bangalore Electricity Supply Company Limited (BESCOM) is responsible for Power distribution in eight districts of Karnataka (Bangalore Urban, Bangalore Rural, Chikkaballapura, Kolar, Davanagere, Tumkur, Chitradurga and Ramanagara) BESCOM covers an area of 41,092 sq. kms. with a population of over 207 lakhs. The company has 4 operating zones – Bangalore Metropolitan Area Zone (North), Bangalore Metropolitan Area Zone (South), Bangalore Rural Area Zone and Chitradurga Zone, 9 Circles, 32 Divisions, 136 Sub Divisions, 510 Section Offices. Bangalore Electricity Supply Company Limited (BESCOM) has taken over the responsibility from KPTCL for the distribution of electricity in 8 districts and commenced its operations from 1st June 2002.

The Institute of Electrical and Electronic Engineers (IEEE) is the world’s largest engineering society, with over 400,000 members in more than 160 countries, focusing on advancing the theory and practice of electrical, electronics, and power engineering, computer science, and other related technologies for the benefit of humanity.

2. INTEREST IN COOPERATION

BESCOM and IEEE have common objectives on international activities in the areas of power and energy, especially Power Generation, Transmission, Distribution and other relevant aspects. Both parties would benefit from the cooperation to achieve the goals of improving, guiding, innovating, and promoting the development of technology in the areas of power and energy.

BESCOM and IEEE recognize the importance of establishing and strengthening their relationship and fostering closer cooperation. Both parties therefore will strive to build a strategic relationship.

3. COLLABORATIVE ACTIVITIES

- 1) IEEE and BESCOM may, from time to time as they may agree, exchange without cost, non-proprietary information directly relevant to this initiative.
- 2) BESCOM and IEEE will each appoint a liaison representative. These two representatives will take charge of all interactions between the two Parties. As of the signing date of this MOU, the appointment of the two liaison representatives is as follows:
 - IEEE – Harish Mysore, Sr. Director, IEEE India Operations
 - BESCOM – Anil Kumar Dsouza, DGM, TIC
- 3) Both Parties agree that exchange visits of high-level executives from each Party will be arranged at a suitable time in INDIA, US or other locations that are mutually agreed upon. The purpose is to improve communication between both Parties, review existing cooperative activities and explore new cooperative projects.
 - The operational office of IEEE is located at
445 Hoes Lane, Piscataway, NJ 08854 US
 - The head office of BESCOM is located at
KR Circle, Bengaluru, INDIA - 560001
- 4) Both Parties will exchange a joint activity report via liaison representatives on a yearly basis.
- 5) BESCOM will financially support and encourage its employees to join IEEE and the IEEE Power & Energy Society (PES) as professional individual members.
 - a) BESCOM will pay USD \$ 2,850.00 as a corporate member of IEEE PES, which is the amount equal to 25 individual members' fees. The current fee for IEEE and IEEE PES membership (electronic) is USD \$ 114.00 per member. BESCOM will provide the name list for membership to IEEE PES and encourage others to join as well.
 - b) The Members will receive the full benefits of a higher-grade (electronic) IEEE and higher-grade IEEE PES membership including access to the IEEE PES Resource Center, IEEE Power & Energy Magazine, IEEE Electrification Magazine, and much more. As part of the closer collaboration, IEEE PES can assist and train BESCOM PES members on Technical Committee participation and processes.
- 6) OPTIONAL – Cooperative activities on standardization
 - a) BESCOM will join IEEE Standards Association as an Advanced Corporate Member (The current advanced corporate membership annual due is USD \$ 3,500.00).
 - b) IEEE will provide a subscription to IEEE-SA's member-only IEEE-SA News and other relevant newsletters for BESCOM.

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- 7) Both parties may jointly hold international conferences, workshops, seminars and Executive Luncheons on power and energy fields of interest either in the US or INDIA.
BESCOM event participation can include hosting and joint sponsorship of an event, assisting in technical program design, panel session participation, paper submission as well as paper reviews, and executive session participation. BESCOM's IEEE PES Members will enjoy conference and event registration membership discounts.
- 8) Resource sharing
- a) IEEE will assist BESCOM in obtaining the license and use of its IEEE Electronic Library (IEL)
 - b) BESCOM IEEE PES members would be encouraged to contribute articles, participate in the editorial, and review processes for IEEE PES transactions (PETS), magazines, newsletter, and other opportunities.
 - c) BESCOM IEEE PES members could use the data in IEEE PES Resource Center. The IEEE PES Resource Center contains a wealth of practical information that would help BESCOM engineers and their technologist to perform their duties. It can also display the BESCOM best practices to the world.
- 9) Education
BESCOM shall encourage employees to join IEEE as individual member. IEEE shall actively introduce the service and membership benefits to BESCOM employees.
IEEE PES offers custom training for companies, which could be one or two days in topics of interest as identified by BESCOM. BESCOM can also offer experts to provide instruction for the IEEE PES global community.
- 10) Based on mutual communication, both Parties can decide other activities of common interest for collaboration.
IEEE and IEEE PES incubate new technology directions through Initiatives. Some Initiatives that may be of interest include Smart Grid, Smart Cities, Internet of Things, Transportation Electrification, Cyber Security, Big Data, and Green ICT, as well as others.
- 11) Awards
IEEE and PES have many opportunities to recognize outstanding contributions to the industry as well as humanity in general. BESCOM Members would have the opportunity to nominate its PES Members for these globally recognized awards.
- 12) Humanitarian
IEEE's mission is to advance technology for the benefit of humanity. In that spirit, there may be opportunities for BESCOM and its members to support and participate in the IEEE humanitarian projects, such as IEEE Smart Village program.

4. INTELLECTUAL PROPERTY RIGHTS

Each Party or its licensor shall continue to own the intellectual property developed by it prior to or independently of this MOU.

By entering into this MOU, the parties undertake:

- (a) Not to use each other's intellectual property without the prior express written consent of the other,
- (b) To ensure the confidentiality of such intellectual property of the other within its respective organizations, and
- (c) Not to use each other's intellectual property other than for the purpose of this MOU.

The Parties agree that neither of them shall gain by virtue of this MOU any rights of ownership or any other interest, right, or title to copyrights, patents, trade secrets, trade marks, or any other intellectual property rights owned by the other Party. Except as otherwise explicitly agreed between the Parties, any and all works developed in the course of performing obligations pursuant to this MOU and all new inventions, innovations, or ideas developed by a party in the course of performance of its activities under this MOU will belong to that Party who develops the same. To the extent such intellectual property is created, the owning Party shall grant a non-exclusive, worldwide, royalty-free license to the other Party for the use of the intellectual property solely in connection with the activities under this MOU. If the Parties undertake any joint development in the course of providing services under this MOU, any such joint development will be governed by a separate agreement to be negotiated in good faith by the parties prior to the commencement of any joint development efforts.

5. CONFIDENTIALITY

During the term of this MOU, each Party may disclose to the other its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential, except such information as is (a) previously known to the receiving party at the time of disclosure, or (b) independently developed by the receiving party without reference to Confidential Information of the disclosing party, (c) disclosed to the receiving party by a third party without an obligation of confidentiality, or (d) already in or subsequently comes into the public domain (other than as a result of a breach of this MOU); (e) required to be disclosed by the receiving party by law, regulation, court order or other legal process.

The receiving Party shall hold such Confidential Information in strict confidence for the disclosing Party and shall not use it except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by the disclosing Party in writing. The receiving Party shall further be responsible for the compliance of the foregoing by its employees or agents.

6. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that such Party has all necessary corporate power and authority, respectively, to enter into this MOU and to perform its obligations hereunder.

Each Party warrants to the other Party that all materials, data, information and other assistance provided by it shall not, to the best of its knowledge, infringe third party intellectual property rights and agrees to hold the other Party fully indemnified and harmless and at all times keep the other party indemnified against any loss, damages, costs and expenses including attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it as result of any action on the part of the first party.

7. PUBLICITY

Any press release, publicity or other promotional activity issued or engaged in by either Party regarding this MOU shall be reviewed and approved in writing by the other Party prior to release. Such approval shall not be unreasonably withheld or delayed.

8. PERIOD OF VALIDITY

This MoU will be signed in English. This MoU shall be effective for three years, beginning February 18, 2019 and may be amended and renewed by written mutual consent of the Parties for an additional period of one year.

Notwithstanding the foregoing, this MoU may be terminated by either Party upon 90 day's written notice to the other. Upon termination or expiration of this MoU, all the rights granted pursuant to this MoU shall cease immediately and both Parties shall cease from distributing any information received pursuant to this MoU. Notwithstanding anything in this MoU or otherwise to the contrary, all such obligations and terms of this MOU that are required to survive the expiration or early termination of this MOU shall survive such event including, but not limited to, those described in sections 4, 5, and 6.

9. FORCE MAJEURE

Neither Party shall be responsible for any delay or failure in performance resulting from force majeure.

10. GENERAL

The Parties understand that nothing herein shall be construed as a binding contract between the parties until such time as duly authorized representatives of the Parties hereto execute a formal written agreement (“Definitive Agreement”) with respect to the subject matter of this MOU setting out therein the mutually agreed detailed terms and conditions applicable to the various activities to be undertaken respectively under each of the Definitive Agreement(s) including details of the engagement, any additional roles/responsibilities and specific work that needs to be performed by each of the Parties. The Parties further understand that (i) the activities intended by this MOU may not be successfully completed; and/or (ii) the results achieved may not be as anticipated. Except for breach of confidentiality obligations and intellectual property right infringement indemnification obligations, neither Party shall be liable for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with this MOU, whether for breach of this MOU or in torts, including loss of business, data, revenue, profits, or for any third party claims against the other whatsoever. Further, the Parties acknowledge and agree that this MOU is a non-exclusive engagement and except as specifically agreed in a Definitive Agreement with respect to an activity, nothing contained herein shall be construed as preventing or restricting either Party from pursuing any opportunity with other entities without involving the other Party or to enter into similar alliance arrangements with other entities.

This MOU shall not be construed to be an agency or a partnership or joint venture or an employment relationship whether for tax or for any other purpose. Neither Party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other Party to do so.

Each Party is an independent contractor, and no provision of this MOU grants either Party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other Party, or bind the other Party in any manner or thing whatsoever. Any commitment by a Party to pay fees or other amounts to the other Party must be approved in writing, by the paying Party in advance. Except as may be agreed by the Parties in an applicable Definitive Agreement(s), each party will be responsible for all expenses incurred by such Party in connection with negotiation of this MOU and any promotion, marketing or other activities under this MOU. Each Party shall be liable to pay any tax attributable to it.

Each Party warrants to the other Party that in performing their duties required under this MOU, they will comply with the applicable law and shall take no action which constitutes a violation of applicable law and which would subject the other Party to penalties under applicable law.

Neither Party shall assign or transfer this MOU without the prior written consent of the other Party.

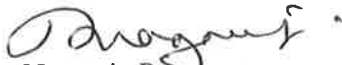
The laws of India shall govern this MOU; provided that the federal laws of the United States of America and the laws of the State of New York shall apply to any dispute arising in connection with IEEE India's direct or indirect intellectual property rights under Sections 4, 5 and 6 of this MOU. Any dispute between the parties arising in connection with the performance of this MOU shall be resolved amicably between the parties through a process of negotiation prior to the use of any judicial remedy in the appropriate court in India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Bengaluru, for any action or proceeding regarding the binding portions of this MOU other than IEEE India's direct or indirect intellectual property rights under Sections 4, 5 and 6 of this MOU which shall be submitted to the appropriate courts in New York, New York.

This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU. Any modification to this MOU shall only be made by way of a written document duly executed by representatives of both Parties hereto.


Any notice under Section 8 of this MOU will be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the registered office or as may be substituted by the notice. If any notice is sent by mail, notice will be effective on the date of receipt.

Date: 21 February 2019

*On behalf of Dr. Saifur Rahman,
President, IEEE PE Society:*



Nagaraja Ramappa
IEEE PE Society



Harish Mysore
Sr. Director, IEEE India Operations
Global IEEE Institute for Engineers

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<http://www.ieee.org>

Date: 21 February 2019



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