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Purchased by: POWER SYSTEM OPERATION CORPORATION LTD
Description of Document: Article 5 General Agreement
Property Description: Not Applicable
Consideration Price (Rs.): 0 (Zero)
First Party: POWER SYSTEM OPERATION CORPORATION LTD
Second Party: NATIONAL POWER TRAINING INSTITUTE
Stamp Duty Paid By: POWER SYSTEM OPERATION CORPORATION LTD
Stamp Duty Amount (Rs.): 100 (One Hundred only)

As annexed.

राजेंद्र कुमार पाठेय
MEMORANDUM OF UNDERSTANDING

between

National Power Training Institute
and
Power System Operation Corporation Ltd.

This Memorandum of Understanding is made and entered into on this 6th day of
March, 2020 between National Power Training Institute having its registered
office at NPTI Complex, Sector-33, Faridabad, (hereinafter called as
“CERTIFICATION AUTHORITY” which expression shall unless repugnant to the
context herein include its successors and permitted assigns) and Power System
Operation Corporation Ltd. having its registered office at B-9, Qutab Institutional
Area, Katwaria Sarai, New Delhi-110016 (hereinafter called as “NODAL AGENCY “
which expression shall unless repugnant to the context herein include its successors
and permitted assigns).

NPTI, an ISO 9001, ISO 14001 organisation under the Ministry of Power, Government
of India is a National Apex body for training and Human Resource Development In
power Sector with its Corporate Office at Faridabad.

Power System Operation Corporation Limited (POSOCO) is a wholly owned
Government Company under Ministry of Power. POSOCO is operating National Load
Despatch Centre (NLDC), located at New Delhi, and five Regional Load Despatch
Centers (RLDCs) located at Kolkata, Shillong, New Delhi, Mumbai and Bengaluru. As
per the mandate of the Electricity Act 2003, RLDCs and NLDC are the apex bodies for
real time integrated operation of National Grid.

POSOCO facilitates transfer of electric power within and across the regions and trans-
national exchange of power and also performs various other functions assigned by the
Govt. of India, from time to time. Further, POSOCO observes compliance of the Rules,
Guidelines and Standards to be followed by various power sector agencies.

OBJECTIVE OF THE MOU

The objective of this Memorandum of Understanding (MOU) is to facilitate the
mechanism for payment of certification retainer-ship amount to the eligible system
operators across all LDCs pan-India in compliance of Regulation 33 of CERC (Fees
and Charges of Regional Load Despatch Centre and other related matters) Regulations, 2019 notified on 05th April, 2019.


dated

[Signature]

[Signature]
SCOPE OF WORK

Subject to terms and conditions of MOU, scope of work between POSOCO and NPTI is hereunder:

All such work which is required for implementation of the Certification Retainer-ship Mechanism as defined in the "Detailed Procedure on Methodology of Payment of Certificate Retainer-ship" to be approved by CERC, by duly fulfilling the responsibilities defined therein and any other task/role/function not mentioned in the procedure but is required for the successful implementation of this scheme of payment of Certificate Retainer-ship Amount to the System Operators from Load Despatch Centres (LDCs) i.e. National Load Despatch Centre (NLDC), Regional Load Despatch Centre(s) (RLDCs), State Load Despatch Centre(s) (SLDCs) (including Area Load Despatch Centre) (ALDCs) / Sub-Load Despatch Centres (Sub-LDCs).

1. OBLIGATIONS OF THE CERTIFICATION AUTHORITY:

1.1 Prepare and Issue the Manual for Basic/Specialist/Management level examination, amended from time to time in consultation with Nodal Agency, specifying, inter-alia, Course Content, Syllabus, Pattern of Examination, Eligibility Criteria, Registration Fees/Application Fees, Timelines for Registration/Application and Examination, Examination Centre Regulations, Withdrawal from Examination, Criteria for Awarding of Certificate, Maintaining 'Active' Status of Certificate, Confirmation of Credentials to Third Parties, Dispute Resolution Process, Disciplinary Action and any other relevant item.

1.2 Constitute a "Governing Board" for ensuring proper administration of the system operator training and certification mechanism and the Certification examination system. It shall also implement an online service portal for all information pertaining to training and certification of system operator.

1.3 Issue the Basic/Specialist/Management level Certificate to qualified candidates indicating, inter-alia, Name of Candidate, Name of Respective LDC, Distinct Certificate Number and Validity Period.

1.4 Prepare list of valid Basic/Specialist/Management level Certificate holders across NLDC, RLDCs and SLDCs as on last working day of the quarter for which certificate retainer-ship is being disbursed.

1.5 Conduct refresher training programs on Basic / Specialist / Management level from time to time

[Signature]

[Signature]
1.6 Raise the invoices for the registration/application fees to the Nodal Agency. The invoices shall be accompanied with list of registered candidates duly verified by the head of the respective LDCs.

1.7 Raise the invoices for participation of system operators in the refresher training programs for Basic / Specialist / Management level system operator certification to the Nodal Agency. The invoices shall be accompanied with list of registered candidates for the refresher course duly verified by the head of the respective LDC.

1.8 Open a separate Account for collection and disbursement of Certification Retainer-ship amount in a Nationalized Bank. Coordinate with NLDC, RLDCs and SLDCs for bank account/PAN details of all eligible candidates to facilitate payment of Retainer-ship amount on quarterly basis.

1.9 Based on the status of valid certificates, Certification Authority shall intimate to Nodal agency regarding the total amount required to be disbursed for the quarter.

1.10 Raise the invoices for the disbursement of Certificate Retainer-ship account to the Nodal Agency. It shall be ensured that all appropriate taxation laws, as applicable, are complied with.

1.11 Transfer of amount of retainer-ship on quarterly basis to the appropriate individual bank account of the eligible system operator. It shall be ensured that appropriate taxation laws, as applicable, are complied with and Tax Deducted at Source (TDS) certificate are issued to each eligible candidate.

2. OBLIGATIONS OF THE NODAL AGENCY:

2.1 As per the provisions of Clause 33, Sub-clause 3 of CERC (Fees and Charges of Regional Load Despatch Centre and other related matters) Regulations, 2019, disburse funds from the LDC Development Fund to the Certification agency as per the requirement raised by them for payment of Certificate Retainer-ship amount.

2.2 Remittance of amounts towards registration/application/examination fees, expenses for training programs and certification retainer-ship amount to NPTI.

2.3 Payment of the processing fees/service charge/one time charges/ annual maintenance fee chargeable by Certification Authority for disbursement of certification retainer-ship amount.

[Signatures]
2.4 Monitor and communicate the compliance of CERC (Fees and Charges of Regional Load Despatch Centre and other related matters) Regulations, 2019 to CERC on quarterly basis.

3. CONFIDENTIALITY

3.1 During and for a period till 2023-24 from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.

3.2. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
   • is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party,
   • is already known or become known to the receiving party,
   • is received from a third party having no obligations of confidentiality to the disclosing party,
   • is independently developed by the receiving party; or
   • is required to be disclosed by law or court order.

4. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into an agreement of related nature, the participants may agree to limit each party's right to collaborate with others on that subject.

5. TERM

This MOU, unless extended by mutual agreement of the parties in writing, shall be valid for a period upto 2023-24 from the date of execution of the MOU. The MOU may be amended by mutual agreement of the parties in writing, at any time.

6. TERMINATION

This MOU may be terminated by mutual agreement between the parties.

However, either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Agreement, Confidentiality clause as referenced in clause
3 above or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

7. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose. This MOU shall not create a legally binding agreement between the Parties.

8. ASSIGNMENT

It is understood by the parties herein that this MOU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

9. AGREEMENT

Nodal Agency shall enter into an Agreement with the Certification Authority for execution of the roles and responsibilities defined in this procedure. Payment of the processing fees/service charge/annual maintenance fee chargeable by Certification Authority for disbursement of certification retainer-ship amount to borne out of LDC Development Fund shall be as mutually decided with POSOCO and form part of the arrangement made between the two agencies.

10. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Understanding.

IN WITNESS THEREOF, the parties, hereto acting through their duly authorized representative, have caused this Memorandum of Understanding to be executed, effective as of the day and year above written.

On behalf of the Certification Authority

By: 
Name: 
Title: 
Date: 
Witness:
1. 
2.

On behalf of the Nodal Agency

By: 
Name: 
Designation: 
Date: 
Witness:
1. 
2.