

MEMORANDUM OF UNDERSTANDING

BETWEEN AL ETIHAD ENERGY SERVICES CO. LLC AND NATIONAL PRODUCTIVITY COUNCIL ON COOPERATION IN ENERGY EFFICIENCY SERVICES

This Memorandum Of Understanding ("MOU") is made between **Al Etihad Energy Services Co. LLC**, a limited liability company duly established under the laws of Dubai, United Arab Emirates, having its principal address at DEWA Sustainable Building, Al Quoz, PO Box 37578, Dubai, UAE, (hereinafter referred as the "Etihad ES") shall unless repugnant to the context, include its subsidiary company(ies), overseas entities, assigns, successors, executors, representatives, administrators, nominees, assigns, etc.).

AND

National Productivity Council, registered under the respective laws of India and operates as an autonomous body under the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India having its registered office at **5-6 Institutional area, Lodhi Road, New Delhi-110003 India**, being a Registered Society and hereinafter referred to as "NPC" represented through its authorized official Director General, (which expression shall be deemed to mean and include its successors and assigns).

"Etihad ES" and "NPC" are collectively referred to as the "Parties" or individually as a "Party" as the context may require.

WHEREAS, Etihad ES is committed to achieving the targets set by the Government of Dubai and pursuing a green economy for sustainable development.

WHEREAS, the NPC is professionally equipped with adequate knowledge on the energy assessment services which includes the state of industrial energy usage and assessment of the readiness of industrial companies through internationally accepted energy auditing and measurement & verification standard, to take action to reduce consumption of Water, Air, Gas, Electricity, and Steam (WAGES) for progressively achieving improvements through existing and key new investments.

MISSION

AND WHEREAS, Etihad ES and NPC intend to work together, for any part equipment and services, to develop all the services provided by the NPC for the industrial and commercial sectors of the United Arab Emirates.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the Parties have reached the following understanding of:

1. SCOPE OF SERVICES

- 1.1. As agreed upon by the Parties during the Term hereof, the NPC will provide the services described in Appendix "A" (the "Services"). Upon execution of this MOU, the Services mentioned in Appendix "A" shall be binding upon the Parties hereto and shall be deemed to constitute an integral part of this MOU as if fully set forth herein and all rights and obligations of the Parties hereunder shall be deemed to apply to such "Services" as if fully set forth therein.

2. OBLIGATIONS OF PARTIES

2.1 Obligations of Etihad ES

For all relevant projects, Etihad ES will provide on a case by case basis, the following to NPC which will include:

- Customer Support with UAE Government and Private owned organizations in the United Arab Emirates
- All Local Support for Field Auditing professionals in the UAE
- All local support for Training & Certification of Energy Auditors in UAE
- All support related to Demand Side Management of industries based in UAE

2.2 Obligations of NPC

NPC is committed to pursue the Energy Assessment Services pertaining to consumption, conservation and improving efficiency of WAGES (water, air, gas, electric, and steam) following on the Etihad ES's behalf. The obligations will include:

- Assessment to be made based on existing in-situ instruments so that the client industry can continue to implement energy assessment & auditing even after the "NPC" has left, after completing agreed activities of energy audit.
- Assessment to be also made using portable energy auditing equipment and apparatus as per need and requirement of the project.
- Energy Audit by professionals with the following certification:
 - BEE - National Certification Exam for energy auditors and energy managers
 - Measurement & Verification (CMVP)
 - PG certification in Energy Management or Fuel Efficiency

- Energy Audit professionals should be capable of conducting:
 - Plant Walk-Through Audit
 - Performance Evaluation of significant electrical and thermal utilities
 - Power Quality Audit
 - Energy Assessment
 - Load Profiling
 - Consumption Reporting
 - Demand Analysis
 - Rates and tariffs analysis
 - Shadow Billing
 - Cost Allocation
- Recommendations for energy efficiency
- Return on investment calculation for projects
- Energy Audit report based on internationally accepted standards

3. PERFORMANCE OF SERVICES

- 3.1. NPC will appoint an Authorized Representative take the work order from a client in UAE.
- 3.2. Authorized Representative will be a local business entity in UAE which will comply the rules of business in UAE.
- 3.3. Authorized Representative will provide a price quotation to Etihad ES for every specific project relating to the area of service detailed in Appendix-A. If quotation is approved by "Etihad ES", the work will be assigned to the Authorized Representative and NPC will execute the work.
- 3.4. NPC assures that Services shall be performed and completed in a skillful, impartial, timely and diligent manner in accordance with applicable professional standards and techniques by qualified professionals who are expected to be experts in providing such Services.

4. PERSONNEL

- 4.1. NPC should inform Etihad ES about all the personnel and professional details such as Professional Experience, Educational qualification, prior experience in the related works about the personnel appointed by the NPC related to each specific project, on a case by case basis, during the time of quotation processing.
- 4.2. The NPC and its personnel shall maintain a fully professional approach in all dealings with Etihad ES and its respective Clients, behave in a courteous manner and shall not

indulge in any form of unethical and immoral practice. The NPC should work in conformity with the UAE laws and ethics.

5. CONFIDENTIALITY

- 5.1. For the purpose of execution of the Services, confidential information will be disclosed to the NPC and their personnel by the Etihad ES and the Client. The NPC acknowledges that "confidential information" shall be treated and safeguarded as confidential and will be used solely for the purpose of performance of Services only.
- 5.2. Not at any time without the prior written consent of the Etihad ES, will the "confidential information" or "relevant discussions" in connection with the Project be disclosed to any person or any third party, other than the NPC's personnel who are required in the course of their duties to receive such "confidential information" for the purpose of performance of the Services, and require and ensure each of such personnel comply with the confidentiality and non-disclosure obligation, prior to disclosure.
- 5.3. In the event of termination / expiry of this MOU, completion of Services or upon written request by the Etihad ES, the NPC shall return the "confidential information" to the Etihad ES together with any copies thereof.

6. INTELLECTUAL PROPERTY

- 6.1. Neither Party shall use the intellectual property, including logos, trademarks, service marks, trade names, service names, nor brand names of the other Party, without obtaining such Party's prior written consent.
- 6.2. Should an Intellectual Property be generated by the Parties in performing this MOU, then the ownership, use and exploitation of IP developed will be owned by the Parties. The Parties shall discuss in good faith and agree on the terms of ownership, use and exploitation of the IP in a separate arrangement.

7. PROFESSIONAL FEE

- 7.1. For satisfactory performance of the Services by the NPC to the end user client all the billing and invoicing shall be done through the authorized representative or channel partner enlisted with the end user. Terms of payment shall be agreed upon mutual agreement on a case by case basis at a later stage.

8. FORCE MAJEURE

- 8.1. For the purposes of this MOU, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under this MOU impossible or so impractical as to be considered untenable under the circumstances.
- 8.2. The failure of a Party to fulfill any of its obligations under this MOU shall not be considered to be a breach of, or default under this MOU insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has informed the other Party promptly of the occurrence of such an event.
- 8.3. If as the result of Force Majeure, NPC is unable to perform its obligations under this MOU, for a period of not less than 30 (thirty) consecutive days, Etihad ES shall be entitled at the expiration of such period to terminate the MOU by giving a written notice to NPC of not less than 7 (seven) days.

9. TENURE AND TERMINATION

- 9.1. Unless terminated sooner in accordance with the provisions hereof, this MOU shall terminate on completion of 01 (one) year from the date of signing this MOU ('the Term'). The Term may be extended further for a period with the consent in writing of both the Parties.
- 9.2. Both the Parties are entitled to terminate this MOU with immediate effect, in case of failure to fulfill its obligation on the part of each of the parties under this MOU and subsequent failure to remedy such breach within 30 (thirty) days of receipt of written notice from either parties specifying the nature of the breach.
- 9.3. In the event of termination, NPC shall be entitled to payment of fee for Services performed up to the effective date of termination

10. NOTICES

- 10.1. Any notice or other writing required or permitted by this MOU shall be deemed to have been sufficiently given either when personally delivered or mailed to the individual representatives and addresses of the Parties specified herein. The individuals designated below shall, unless and until otherwise specified in writing by another authorized representative of the Party, be the only individuals eligible to receive any and all written notices under this MOU:

For Etihad ES:

For NPC:

Chief Executive Officer

Mr. Ali Mohammed Al Jassim

PO Box 37578, Dubai, UAE

T : + 971 4 322 0391

F : + 971 4 322 9035

Email: ali.aljassim@EtihadEsco.com

Deputy Director General

National Productivity Council

Ambedkar Institute of Productivity

6, SIDCO Industrial Estate

Ambattur, Chennai – 600098

T: +91-44-26255012

F: +91-44-26255012/26254904

Email: ddgvnpc@gmail.com

Alternate Email: npcaipchn@gmail.com

11. APPLICABLE LAW

11.1. This MOU shall be governed by and construed in accordance with the laws and regulations of the Emirate of Dubai and (to the extent the same are applicable therein) the laws and regulations of the United Arab Emirates. In the event of any disagreement or dispute concerning this MOU, Etihad ES and NPC shall exercise reasonable efforts to resolve the matter amicably. Failing the foregoing, either Party may refer the dispute to the Courts of Dubai for final settlement.

12. SEVERABILITY

12.1. If any provision of this MOU is found by a Court of competent Jurisdiction to be unenforceable, such provision shall not affect the other provisions which shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

13. ENTIRE MOU

13.1. This MOU constitutes the entire, complete, final understanding and MOU between the Parties concerning the Services and supersedes any previous understandings, commitments, or agreements, oral or written.

13.2. No modification or amendment to this MOU including appendices shall be binding upon the Parties unless made in writing and signed by a duly authorized representative of both Parties.

13.3. Any failure or delay by either Party in exercising any right, power or privilege hereunder shall not constitute a waiver nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege.

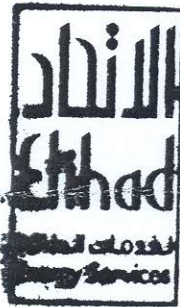
Signed in New Delhi on

2017 in two originals in English language only.

For Al Etihad Energy Services Co.LLC

For National Productivity Council of India

(Al. Aljassim)
CEO
Etihad ES



(RAMESH ABHISHEK)
SECRETARY, DEPARTMENT OF
INDUSTRIAL POLICY & PROMOTION,
GOVERNMENT OF INDIA
&
CHAIRMAN, NATIONAL PRODUCTIVITY
COUNCIL

रमेश अभिशेक / RAMESH ABHISHEK
सचिव / Secretary
भारतीय एवं उद्योग मंत्रालय / Min. of C. & I.
औद्योगिक नीति एवं संवर्धन विभाग
Deptt. of Industrial Policy & Promotion
उद्योग भवन, नई दिल्ली
Udyog Bhawan, New Delhi

Appendix A

1. SCOPE OF WORK ("SERVICES")

A. The detailed scope of services are listed below:

a) Under this MOU the following Services have been identified namely,

i. Energy Assessment Services

NPC would assist Etihad ES in the area of "Energy Assessment Services" as per the clause 2.2 (Obligations of NPC)

ii. Training & Certification of Energy Auditors

iii. Demand Side Management

b) Objectives and Scope of work

i. The objective of the MOU is to reduce the energy cost by energy audit and related cost reduction, methods.

1. Conducting energy audit in selected client's utilities and processes.

2. Identification of various energy conservation measures (ECM's)

3. Development of ECM's

ii. The following needs to be covered:

1. Preparation of comparative document based on nationally and internationally accepted standards

2. Existing practice in the industry or building Projects – to be a part along with the draft diagnostic report

3. Identifying performance characteristics

4. Overcoming the deviations

5. Time frame and cost implication to achieve implementation process

6. Propose various methods of achievement with alternatives: operational improvements, retrofits, process modification, training, workshop etc.

7. Recommend suitable energy monitoring & management system.