

## Memorandum of Understanding (MOU)

This Memorandum of Understanding (the "MOU") is made in Dhaka on the 20<sup>th</sup> June 2019 and is entered into:

Between

**Rural Power Company Limited**, a public limited company incorporated under the laws of Bangladesh, having its registered office at "House#19, Road#1/B, Sector#09, Uttara Model Town, Dhaka-1230., Bangladesh (hereinafter referred to as RPCL) as FIRST party

AND

**Center for Renewable Energy Services Limited**, a private limited company, incorporated under the laws of Bangladesh, having its corporate office at Flat- C5, House- 59, Road- 5A, Dhanmondi, Dhaka 1209 (hereinafter referred to as CRESL) as SECOND party

### Whereas

The Parties intend to enter into this MOU to help each other in innovation activities.

The relevant details and references are as follows:

#### **1.0 Nature of the MOU**

This MOU shall be executed between RPCL and CRESL and the terms and conditions therein shall be applicable for both the parties.

#### **2.0 Purpose and definition of activities**

Government of Bangladesh every year sets an "Innovation Work Plan" for government organization for promoting innovative activities so that public services can be more accessible with less cost, visit or time. In this connection, RPCL has been working on different innovative projects which are the brainchild of its employees. Online Solar Power Monitoring System is such a very innovative concept, developed by one of the RPCL employees. It is a microcontroller based Solar Monitoring System through which Solar power generation can be monitored from anywhere using Mobile, PC. It reduces time, cost, and visit in monitoring Solar Panel System. The online solar monitoring system is currently working but it requires more enhancements to be implemented nationwide. RPCL has also been implementing Mollahat 100MW PV Power Plant and has intention to work on green energy in future.

On the other hand, CRESL has a long experience in the field of solar energy. CRESL will help RPCL by giving their expertise opinion in developing solar related innovative projects. Apart from knowledge sharing, CRESL can invite RPCL employees to see practically implemented Solar projects so that RPCL employees can find out different problem of existing solution and can innovate better approach in Solar Related projects. CRESL will also be benefited to understand how industry seeks for different innovative approach in implementing and maintaining Solar Power Plant.

#### **3.0 Term of MOU**

This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than 1 (one) Year. This MOU may be terminated, without cause, by either party upon 7 (Seven) days prior written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

#### 4.0 Responsibilities of RPCL

- 4.1 RPCL may arrange meeting at their head office to exchange knowledge with CRESL.
- 4.2 RPCL may request CRESL to provide solar technology related latest advancement.
- 4.3 RPCL will invite CRESL at the time of showcasing of its solar related projects.

#### 5.0 Responsibilities of CRESL

- 5.1 CRESL will inform RPCL ( if applicable) about latest advancement of Solar Power generation and monitoring features.
- 5.2 CRESL may invite RPCL to visit their filed activities for gathering practical knowledge.
- 5.3 CRESL will invite concerned RPCL officers if they arrange any seminar regarding Solar Technology.

#### 6.0 Financial Terms

This MOU doesn't involve any financial binding. No party can claim any money on providing any service.

#### 7.0 General Provisions

- A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of Bangladesh
- C. Entirety of Agreement.** This MOU, consisting of 2 (two), pages, represents the entire and integrated agreement between the parties.
- D. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

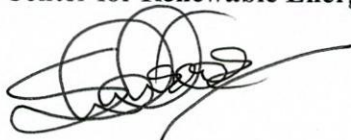
The parties have executed (as an agreement) this MOU in Dhaka on the day, month and year first above written.

#### **Rural Power Company Limited**

*M/S*  
*20/06/19*

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Name: **Md. Salim Bhuiyan**  
Designation: Executive Director (Engineering)

#### **Center for Renewable Energy Services Limited**



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Name: **Md. Shahriar Ahmed Chowdhury**  
Designation: Chairman