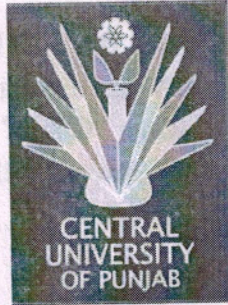


MEMORANDUM OF UNDERSTANDING

BETWEEN



CENTRAL UNIVERSITY OF PUNJAB, BATHINDA

AND

TALWANDI SABO POWER LIMITED

AND

KEPCO PLANT SERVICE & ENGINEERING CO. LTD



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Central University of Punjab, Bathinda-151001

This Memorandum of Understanding ("MoU") is entered into on the 13th day of JUNE, 2022.

BY AND BETWEEN

CENTRAL UNIVERSITY OF PUNJAB, BATHINDA, established in 2009 by an Act of Parliament (No. 25 of 2009) having its campus at Badal Road, Ghudda, Bathinda-151401, (hereinafter referred to as "**CUP**" / "**Party 1**", which expression shall, unless repugnant or contrary to the context or the meaning thereof, be deemed to include its successors and permitted assigns)

AND

TALWANDI SABO POWER LIMITED, a company incorporated under the Indian Companies Act, 1956 and having its registered office at Village Banawala, Distt. Mansa, Punjab, India (the "Owner" or "TSPL"), owning a 1980MW (3x660 MW) power station at Village Banawala, Mansa-Talwandi Sabo Road, Distt. Mansa, Punjab, India (hereinafter referred to as "**TSPL**" / "**Party 2**", which expression shall, unless repugnant or contrary to the context or the meaning thereof, be deemed to include its successors and permitted assigns),

AND

KEPCO PLANT SERVICE & ENGINEERING CO., LTD, a company registered and existing under the laws of the Republic of Korea, having its registered office at 211, Munhwa-ro Naju-si, Jeollanam-do, 58326, Korea and also having its branch office at G9, Ground Floor, Park Centra Building, Sector -30, Gurgaon, 122001, Haryana, India (hereinafter referred to as "**KEPCO**" / "**Party 3**", which expression shall, unless repugnant or contrary to the context or the meaning thereof, be deemed to include its successors and permitted assigns).

(hereinafter individually referred to as "Institution/Party" and collectively referred to as "Institutions/Parties")



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PREAMBLE

CUP is a premier organization that offers a wide range of instructional and research facilities across integrated and cross-disciplinary studies to uplift and upgrade the standards of teaching, learning and research to global levels of excellence.

TSPL is a wholly owned subsidiary of Vedanta Limited and has set up a thermal power plant of 1980 MW in Mansa, Punjab.

KEPCO has been appointed as an O&M Operator for operation and maintenance of the thermal power plant of 1980 MW in Mansa, Punjab as set up by TSPL.

Pursuant to its guiding principle of giving back to the Community, TSPL in agreement with KEPCO have agreed to provide Understanding to students of CUP to facilitate them to take on hand experience at thermal power plant of 1980 MW set up in Mansa, Punjab.

NOW, THEREFORE, TSPL, KEPCO and CUP agree as follows:

1. EFFECTIVE DATE

The MoU shall remain in force for a period of **3 years initially**, commencing from the date of signing and may be reviewed by mutual consent by serving 3 months written notice to the other institution. Upon renewal, institutions shall select either to proceed with the existing or new terms of understanding.

2. SCOPE OF MoU

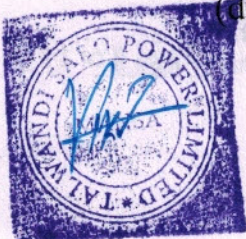
2.1 Collaboration in research & development in various areas of interest on mutually agreed basis.

2.2 Collaboration in consultancy activities as agreed between the parties on case to case basis.

2.3 Exchange of research material & publications.

2.4 Publication of Intellectual Properties (IPs) developed jointly through Project / Research Collaboration. Such IPs would acknowledge joint inventor ship of Personnel belonging to both the Parties, as applicable.

a) Project Intellectual Property (hereinafter referred to as, "PIP) means any patent, new invention, design, copyright, trademark and any other intellectual property right which the Parties may invent, create and develop in pursuance of this MoU in accordance with Applicable Law (defined below').



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- b) 'Applicable Law' shall mean the Patents Act, 1970, Design Act, 2000, Trademarks Act, 1999 and Copyright Act, 1957, rules framed under said Acts and any and all amendments to the said Act from time to time.
- c) Any PIP invented, created and developed solely by TSPL AND KEPCO personnel shall be owned by TSPL AND KEPCO (hereinafter, 'TSPL AND KEPCO PIP') in accordance with Applicable Law.
- d) Any PIP invented, created and developed solely by CUP personnel shall be owned by CUP (hereinafter, 'CUP PIP') in accordance with Applicable Law.
- e) Any PIP that meets one or both of the following criteria will be jointly owned by TSPL AND KEPCO and CUP in accordance with the Applicable law:
- f) PIP invented, created and developed jointly by TSPL AND KEPCO personnel and CUP personnel in accordance with Applicable law.
- g) PIP invented, created and developed solely by one party's personnel but through use of other Party's resources including but not limited to funds, technical and legal advice, equipment and other infrastructure under the control of or administered by the other Party.
- h) Use of any jointly owned PIP shall only be done on such terms and conditions as the Parties may mutually agree upon in writing.
- i) Parties hereby warrant that Intellectual Property Rights they bring to any project under this MoU is owned and licensed by the Party, and will not infringe the Intellectual Property Rights of any third Party.
- j) Either Party acknowledges that Intellectual Property Rights owned/used by the other Party prior to execution of this MoU; whether registered under the Applicable Law or not, are the exclusive property of the other Party. This MoU shall not in any way give or shall not be deemed to give, to either Party any right, interest or ownership upon any of the Intellectual Property Rights.

2.5 Writing Books/Booklets jointly in the areas listed above or in any other area of mutual interest.

2.6 Training/Project work of students



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- a) TSPL and KEPCO in consultation and collaboration with CUP may permit the students of CUP to take on hand experience at thermal power plant of 1980 MW set up in Mansa, Punjab on free of cost basis.
- b) KEPCO shall ensure proper training of students during their tenure of experience at TSPL power plant including but not limited to assigning requisite tasks/projects for the assigned tenure.
- c) KEPCO shall always ensure the safety of the students at the premises of TSPL power plant including but not limited to use of Personal Protective Equipments (PPEs) and shall indemnify TSPL for any loss caused to TSPL.
- d) KEPCO shall provide the necessary transportation arrangements for the interested students from CUP Bathinda to TSPL power plant on free of cost basis.
- e) KEPCO shall ensure that food arrangements shall be made available to the students and CUP shall ensure that the requisite payments for the same are made by the students/CUP in the manner prescribed by TSPL/KEPCO.
- f) CUP shall ensure appointment of a coordinator with students for bulk group of students visiting TSPL power plant. Point of Contact/Nodal person details shall be provided by CUP.
- g) CUP shall ensure that students comply with all the rules and regulations applicable to TSPL power plant and the directions of the officials of TSPL/KEPCO during their tenure at TSPL power plant.
- h) CUP shall ensure that students perform the said tasks diligently and submit a detailed report for the tasks assigned to them at the conclusion of their tenure at TSPL power plant.
- i) CUP shall ensure that any data pertaining to TSPL/KEPCO shall be kept confidential at all times by the students/CUP and shall not be disclosed to anyone without prior consent of TSPL/KEPCO.
- j) CUP shall be responsible for the conduct of students during their tenure at TSPL power plant and shall indemnify TSPL and KEPCO of any loss caused to TSPL and/or KEPCO due to any misconduct.



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- k) TSPL and KEPCO are not responsible for any conduct of students or any other events happening outside of TSPL premises.
- l) No other costs whatsoever shall be borne by either TSPL or KEPCO for the duration of this MoU except as mentioned above.

3. REPRESENTATION AND WARRANTIES

3.1 The Institutions represents and warrants that:

- a) It is a duly organized company/business entity/entity validly existing under the laws where it is incorporated/established, and has experience, expertise, ability and skills as required to perform the obligations as detailed in this MoU and as may be necessary to perform its obligations hereunder in a professional manner.
- b) It has all the requisite power, authority and approvals required to enter into this MoU and will have all the requisite power, authority to perform fully each and every obligation under this MoU.
- c) This MoU has been duly executed and delivered by its duly authorized representatives and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.
- d) The execution, delivery and performance of this MoU and all instruments or addenda required hereunder by it does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which it is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.
- e) No legal proceedings are pending or threatened against it before any court, tribunal or authority which do or may restrain or enjoin its performance or observance of the terms and conditions of this MoU or which do or may in any other manner question the validity, binding effect or enforceability of this MoU.
- f) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against it.
- g) It shall maintain high professional standards to ensure performance of this MoU as per best business practices and in full compliance with statutory obligations.



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- h) It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business;
- i) It has full right, title and interest in and to all trade names, trademarks, service marks, logos symbols and other proprietary marks (IPR) (including limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Institution, for use related to the MoU, and that any IPR provided by the Institution shall not infringe the IPR of any third party.

4. FUNDING

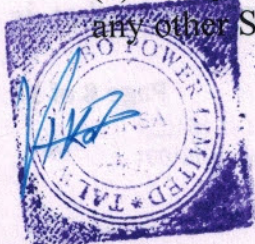
- a) Before commencement of any research project or any activity, Parties shall mutually agree upon in writing its costing and funding.
- b) Financial and in kind contributions should be clearly set out in this clause by User Function.
- c) Otherwise, there should not be any financial liability on any part other than specifically agreed between.

5. CONFIDENTIALITY

By virtue of this MoU, Parties may have access to information that is confidential. The Parties agree to hold the other Party's confidential information in confidence during the term of this MoU and for a period of one year after expiration or termination of this MoU. The Parties agree not to make the other Party's confidential information available to any third party or to use the other Party's confidential information for any purposes other than for the purposes of this MoU.

These restrictions shall not apply to information which:

- (a) is already in the public domain which is available by other than breach of this MoU;
- (b) was in the possession of the receiving Party before disclosure and was not acquired directly or indirectly from disclosing Party;
- (c) is lawfully obtained from a third party which is free to disclose it; or
- (d) either Party is obliged by law or authorized government authorities to disclose.
- (e) is required to be disclosed under the orders received from Court of Law or any other Statutory Bodies.



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The standard of care for protecting proprietary information imposed on the Party receiving such information, will be that degree of care the receiving Party uses to prevent disclosure, publication or dissemination of its own proprietary information.

The confidentiality obligations under this Clause shall survive for 1 (one) year after the expiration or earlier termination of this MoU.

6. INDEMNITY

- 6.1 CUP and KEPCO shall defend, indemnify and hold TSPL, its directors, officials & employees etc., harmless from and against any and all against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against TSPL arising out of or in connection with the performance by CUP and KEPCO of its obligations under this MoU.
- 6.2 CUP and/or KEPCO shall be liable for and shall defend, indemnify and hold TSPL, its directors, officials & employees etc., harmless from and against and all claims in connection with any breach, infringement (whether actual or alleged) of confidentiality, accident, bodily injury, fraud arising out of or in connection with the performance of this MoU by either CUP or KEPCO.
- 6.3 This indemnity shall be without prejudice to any other rights or remedies, including injunctive or other equitable relief, which TSPL may be entitled to.
- 6.4 TSPL shall have the right to retain/ withhold out of any payment, to be made to the CUP or KEPCO, an amount sufficient to indemnify it completely against any such third-party claims and all associated costs.
- 6.5 It is the express intention of the Parties hereto that the provisions of this MoU shall exclusively govern the allocation of risks and liabilities of the Parties, it being acknowledged that the MoU reflected herein has been based upon such express understanding. It is acknowledged that the compensation payable to TSPL as specified in this MoU has been based upon the express understanding that risks and liabilities shall be determined in accordance with the provisions of this MoU.

7. FORCE MAJEURE

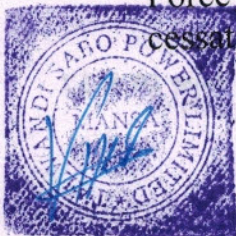
- 7.1 For the purposes of this MoU, "Force Majeure" means the occurrence of any event or circumstance or combination of events or circumstances that is



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beyond the reasonable control of a Party, has a material and adverse effect on the performance by that Party of its obligations under or pursuant to this MoU, and that demonstrably could not have been foreseen by the Parties; provided, however, that such material and adverse effect could not have been prevented, overcome or remedied by the affected Party through the exercise of diligence and reasonable care; but provided, further, that the exercise of diligence and reasonable care will not include the obtaining or maintaining of insurance beyond the requirements of this MoU.

- 7.2 Subject to Clause 5.1 hereinabove, Force Majeure includes without limitation, the following events and circumstances, but only to the extent that each satisfies the above requirements as provided under Clause 5.1; (a) Act of God, (b) fire, flood, earthquake, epidemic, pandemic, natural disaster or extreme natural event (c) war, riot, insurrection, civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause 5 any direction, judgement, decree or any other order passed by any judicial/quasi-judicial/administrative authority and/or any direction passed by the government authority/(ies) restraining the performance of obligations, whether in part or in full, of the affected party provided that such orders or directions must not emanate out of actions directly attributable to the affected party or (e) any event owing to any restrictions, directives/directions imposed or passed by the government, judicial, quasi-judicial authorities if they impede or delay the performance of the MoU (Force Majeure Events).
- 7.3 In the event of a Force Majeure occurrence, the party that is or may be delayed in performing the MoU shall notify in writing to the other party without delay but not later than fifteen (15) business days on the initiation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimize effects of such Force Majeure Event. Provided, however, that the occurrence of such an event would entitle the parties to renegotiate the time frame for performance of the respective obligations, taking into consideration the nature of such event. In such a situation, the party, which is not able to perform its obligations under this MoU on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this MoU for the period of failure or delay. If the said notice is not received by the other party within fifteen (15) business days, after the party who fails to perform knew or ought to have known of the impediment, it is liable for damages resulting from such non-receipt.
- 7.4 Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. Upon the cessation of the event of Force Majeure, the party declaring Force Majeure



shall immediately but not later than three (3) business days give notice thereof to the other party.

7.5 Neither Party shall be liable in any manner whatsoever to the other party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof. The costs associated with taking all steps required to mitigate the effects of the Force Majeure Event and restore its ability to perform its obligations under this MoU as soon as reasonably practicable shall be borne by the respective parties.

8. DISPUTE RESOLUTION

8.1 This MoU shall be governed by, construed and enforced in accordance with the laws of Mansa, Punjab, India. Subject to Clause 12.2 below, the parties submit to the exclusive jurisdiction of the courts of Mansa, Punjab, India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this MoU.

8.2 Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, meaning, scope, operation or effect of this MoU or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation by meeting(s) between senior management representatives of each Party. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:

- (i) Three arbitrators shall be appointed with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators.
- (ii) The language of the mediation and arbitration proceedings shall be English. The seat and venue of arbitration shall be Mansa, Punjab, India.
- (iii) The award made in pursuance thereof shall be final and binding on the parties. The right to arbitrate Disputes under this MoU shall survive the expiry or termination of the MoU.



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It is clarified that the obligations under the MoU shall be continued by CUP and/or KEPCO during the arbitration proceedings unless otherwise directed in writing by TSPL.

9. SUSPENSION

9.1 Suspension with/without Cause

9.1.1 Notwithstanding anything contained herein to the contrary, TSPL shall have the right, without cause, at any time to require CUP and/or KEPCO to suspend this MoU by giving a prior written notice to CUP and/or KEPCO.

9.1.2 TSPL shall not be liable to make any payments of whatsoever nature during the Suspension Period pursuant to Clause 8.1.1.

10. BUSINESS ETHICS

- 10.1 CUP and KEPCO shall declare any conflicts of interest with TSPL including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of TSPL.
- 10.2 CUP and KEPCO shall not use the services of any of the employees of TSPL, directly or indirectly or enter into any sort of monetary transaction with the employees of TSPL. CUP and KEPCO undertakes that they have not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of TSPL or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this MoU or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by CUP and/or KEPCO, or his partners, agent or servant or any one authorized by him or acting on his behalf.
- 10.3 CUP and KEPCO agrees to comply with the provisions of the TSPL's Code of Conduct which includes Antibribery and Corruption requirements (a copy of which is also available at <https://www.tsplindia.co/about-us/code-of-conduct/>), the TSPL's Human Rights Policy (a copy of which is available at <https://www.tsplindia.co/wp-content/uploads/2019/04/06-TSPL-Human-Rights-Policy-27-Jan-20.pdf>) including the Modern Slavery Act 2015 as may be amended from time to time and in case of breach thereof, the same shall be treated as a breach of this MoU.



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- 10.4 CUP and KEPCO shall maintain records and provide to TSPL upon request such records and evidences, as TSPL may reasonably require, confirming the CUP and KEPCO's compliance with the obligations under this clause.
- 10.5 Notwithstanding anything in this MoU, TSPL shall have right to terminate the MoU forthwith and recover from CUP and/or KEPCO, the amount of any loss arising from such termination in case, it is found that CUP and/or KEPCO has failed to comply with requirements under this clause including any corrupt practices. A decision of TSPL or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on CUP and/or KEPCO.
- 10.6 If at any time during execution or performance of this MoU, CUP and/or KEPCO becomes aware of any unethical practices or is faced with any undue demand, request for gratification or favor from any employee of TSPL or a person connection with such employee, CUP and/or KEPCO must report the same immediately to the Group Head-Management Assurance at the following address:

Group Head – Management Assurance,

Vedanta, 75 Nehru Road

Vile Parle (E), Mumbai 400 099

'Complaints' can also be sent to the designated e-mail id:

tspl.whistleblower@vedanta.co.in

11. TERMINATION

11.1 Notwithstanding anything contained herein to the contrary, TSPL may immediately terminate all or part of this MoU as under:

- (i) by a written notice to CUP and/or KEPCO in case of any breach of the terms of this MoU by CUP and/or KEPCO and has failed to remedy such breach within 30 days from receiving notice from TSPL.
- (ii) if CUP and/or KEPCO (a) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (b) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate re-organization or to an affiliate), administration, liquidation or similar proceedings, (c) makes, or plans to make, a



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general assignment for the benefit of its creditors, or (d) creditor attaches or takes possession of all or a substantial part of said Party's assets;

- (iii) The foregoing shall not apply to any action or proceeding which is (a) in the reasonable opinion of TSPL, frivolous or vexatious; or (b) discharged, stayed or dismissed within ninety (90) days of commencement;
- (iv) if CUP and/or KEPCO is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than thirty (30) days, then TSPL may by giving notice in writing, terminate this MoU with immediate effect. Any such termination shall be without prejudice to any of the right of the CUP and/or KEPCO accrued prior to the date of such termination.

11.2 Notwithstanding anything contained herein to the contrary, TSPL may terminate all or part of this MoU by three (3) months' written notice without assigning any reason whatsoever or if CUP and/or KEPCO fails to obtain any approval required under the terms of this MoU.

11.3 Upon termination of this MoU, Parties shall be relieved of their respective rights and obligations under this MoU save such obligations and / or liabilities of the Parties set forth herein which (i) that the Parties have expressly agreed will survive any expiration or termination, or (b) by their nature would be intended to be applicable following any such expiration or termination, or (c) the Parties have accrued before expiration or termination, as the case may be.

12. NOTICES

Any and all notices hereunder shall be served by any Party to the other (i) by Registered Mail/Speed Post to the addresses herein stated below or (ii) by fax to the numbers here-in-stated below, or (iii) by email.



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<u>For CUP</u>	<u>For TSPL</u>	<u>For KEPCO</u>
Registrar, Central University of Punjab, Badal Road, Ghudda, Bathinda	Talwandi Sabo Power Limited Village Banawala, Mansa-Talwandi Sabo Road, Distt. Mansa, Punjab – 151302	KEPCO Plant Service & Engineering Co. Ltd. (Premises of Talwandi Sabo Power Limited) Village Banawala, Mansa- Talwandi Sabo Road, Distt. Mansa, Punjab – 151302
Email: registrar@cup.edu.in	Email: vikas.s@vedanta.co.in	Email: bypark@kepcokps.in

13. AMENDMENTS TO THE MOU

No amendment or modification of this MOU shall be valid unless the same is made in writing by both the Parties by their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to.

14. OBLIGATION

14.1 There shall be no financial liability on TSPL AND KEPCO and CUPB during the period of MoU. In the event of expiry of this MoU on its expiry or earlier with mutual agreement, by giving three months' notice of termination by either Party to the other Party, both the Parties shall be relieved of their obligations under this MoU except those provisions hereof that by their nature are intended to survive such termination.

14.2 Both Parties agrees and acknowledges that TSPL AND KEPCO shall have no obligation to provide any employment of any nature to any person post any training or research project undertaking in pursuance of this MOU.

14.3 Both Parties agrees and acknowledges that TSPL AND KEPCO shall not share any Confidential Information, data which is covered or is a subject matter of any Confidential Agreement, Non-Disclosure Agreement executed by/on behalf of TSPL AND KEPCO.



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15. EFFECTIVE DATE

The MoU shall remain in force for a period of **03 (three) years initially**, commencing from the effective date.

Both TSPL AND KEPCO and CUPB reserve the right to terminate this MoU by either Party giving 3 (three) months written notice to the other the other Party.

16. EXECUTION OF MoU

TSPL, KEPCO and CUPB welcome establishment of this MoU for cooperation and jointly agree to the provisions as set out above. There are three copies of this MoU, equally valid and one for each Party, effective from the date of its signing.

17. MISCELLANEOUS

17.1 Any part of the MoU if declared or held invalid by competent court of law, or operation of law, the remainder of the MoU shall survive and shall be binding on the Parties. Any indulgence shown or relaxation granted by any party related to the implementation of this MoU will not constitute as waiver of rights of the said party.


17.2 Both Parties shall engage in ethical business practices. No Party shall give any undue favour or benefit to individual employees or representatives of the other Party.

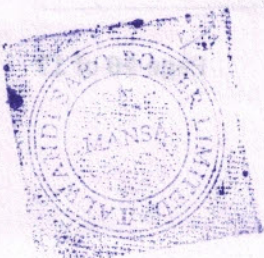
17.3 Neither Party shall be liable in an action initiated by one against the other for special, indirect, punitive or consequential damages resulting from or arising out of this MoU, including, without limitation, loss of profit or business interruptions, however it be caused.

17.4 Nothing in this MoU shall be deemed to constitute, create or give effect to or otherwise recognize a joint venture, partnership or formal business entity of any kind, and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing herein contained shall be construed as authorizing either Party to act as an agent or representative of the other Party.

18. REPRESENTATION

Both the Parties confirm that


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18.1 They are not prohibited by any statutory law to enter into this MoU. They have obtained all required approvals for executing this MoU.

18.2 They have not signed any MoU with any other party which will come in the way of executing this MoU or adversely affect this MoU.

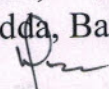
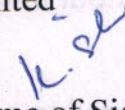
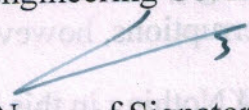
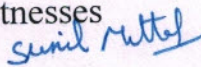
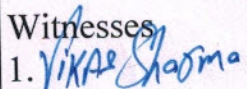
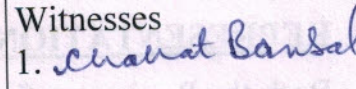
18.3 Execution and delivery of this MoU will not result in breach of any terms and conditions of any other MoU obligation.

In witness whereof the Parties hereto have signed this MoU the day, month and year mentioned hereinbefore.

19. LIMITATION OF LIABILITY

Except as may be otherwise provided in this MoU, in no event shall either party be liable to the other, whether arising under contract, tort (including negligence), strict liability or otherwise, for any indirect, consequential, special, punitive, exemplary or incidental loss or damages of any nature arising at any time from any cause whatsoever.

The limitations of liability and exclusion of warranties as set out in the MoU shall be to the maximum extent permitted by applicable law. Nothing in this MoU purports to exclude or limit liability for fraud, misrepresentation, death or personal injury.

<u>For and on behalf of CUP</u>	<u>For and on behalf of TSPL</u>	<u>For and on behalf of KEPCO</u>
Central University of Punjab, Badal Road, Ghudda, Bathinda  (Name of Signatory)	Talwandi Sabo Power Limited  (Name of Signatory)	KEPCO Plant Service & Engineering Co. Ltd.  (Name of Signatory)
Witnesses 1.  2.	Witnesses 1.  2.	Witnesses 1.  2.

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