

MEMORANDUM OF UNDERSTANDING (MOU)

This **Memorandum of Understanding** (hereinafter called the “MOU”) is entered into in Lahore on the 3rd day of September, 2020

BETWEEN

PUNJAB ENERGY EFFICIENCY AND CONSERVATION AGENCY, (hereinafter referred to as “**PEECA**”), Energy Department Government of the Punjab, having its office at **48-A Block C-II Gulberg III Ghalib Road, Lahore** through its Managing Director, (which expression shall include the successors, legal representatives and permitted assigns) of the First Part.

AND

KHWAJA FAREED UNIVERSITY OF ENGINEERING & INFORMATION TECHNOLOGY, RAHIM YAR KHAN, (hereinafter referred to as “**KFUEIT**”) in Punjab, having its address at **Khwaja Fareed University of Engineering and Information Technology, Abu Dhabi Road, Rahim Yar Khan**, through its Vice Chancellor (which expression shall include its successors, legal representatives and permitted assigns) of the Second Part.

“**KFUEIT**” and “**PEECA**” hereinafter, are individually referred to as a “**Party**” and collectively as the “**Parties**.”

I RECITALS

- 1.1 Whereas the **KFUEIT** and **PEECA** have entered into this Memorandum of Understanding (MOU) for provision and installation of solar panel system in government institutes in Punjab on an **Energy Service Company Model** (hereinafter referred to as the “**ESCO**” model) whereby government buildings possessing at least 1 MW capacity have been identified for solarization;
- 1.2 Whereas the **ESCO** is in the business of (i) developing, designing, building and funding projects that save energy, reduces energy costs and decreases operations and

maintenance costs at their customers' facilities; (ii) acting as a project developer for a comprehensive range of energy conservation measures and (iii) assuming the technical and performance risks associated with the project whereby its compensation shall be directly linked to the actual energy cost savings. The ESCO is the lawful owner of the solar panel system;

- 1.3 Whereas the ESCO shall design, install, finance, maintain and operate the solar panel system on the KFUEIT's premises in order to generate energy savings on an energy saving performance contracting basis (hereinafter referred to as "ESPC");
- 1.4 Whereas the KFUEIT shall select the ESCO in accordance with the Punjab Procurement Regulatory Authority Rules, 2014 (hereinafter referred to as "PPRA Rules")
- 1.5 Whereas PEECA is the facilitating and performance evaluating body under the Punjab Energy Efficiency and Conservation Program (PEECP) which has been established by the Government of Punjab (GoPb) through its Energy Department to bridge the gap between the demand and supply of energy.

2. RELATIONSHIP OF THE PARTIES

It is the intention of the Parties that this MOU shall not be treated as a joint venture, partnership or any other similar relationship between the Parties.

3. COMMENCEMENT, DURATION AND TERMINATION OF THE MOU

This MOU will come into force on the date of signing hereof (the "Commencement Date") and shall continue till the complete installation of solar panel system or till the expiry of the warranty period or any other period as may subsequently be agreed by the Parties in writing unless it is prematurely terminated by either of the Parties in accordance with the provisions of this MOU or extended based on terms and conditions agreed by both the Parties.

4. ROLES AND RESPONSIBILITIES OF STAKEHOLDERS

RESPONSIBILITIES OF KFUEIT

- (i) KFUEIT as the procuring agency shall be responsible for the procurement process of selecting the ESCO in accordance with the PPRA rules;
- (ii) KFUEIT shall provide the rooftop for the installation of the solar panel system and shall be required to enter into a separate Energy Savings Performance Contract (ESPC) /Power Purchase Agreement (PPA) with the relevant ESCO;
- (iii) KFUEIT shall be required to make payments to ESCO in accordance with its performance as evaluated by PEECA;
- (iv) KFUEIT shall be required to use the power generated by the ESCO through the solar panel system;
- (v) KFUEIT shall facilitate in making arrangements for net metering with the host distribution company;
- (vi) KFUEIT shall facilitate the ESCO, any consultant (s) and personnel provided by PEECA for the project for solarization;
- (vii) KFUEIT shall issue a Goods Receipt Note (GRN) on receipt of the solar panel system;
- (viii) KFUEIT shall assume ownership of the solar panel system pursuant to the expiration of the ESPC/PPA following which it will be responsible for its operation, maintenance and all related costs.

RESPONSIBILITIES OF PEECA

- (i) PEECA shall facilitate the KFUEIT in its preparation of procurement documents for its selection of ESCO;
- (ii) PEECA shall provide overall facilitation of the project for solarization.

5. NOTICES

All notices under this MOU shall be issued at the respective registered offices of the Parties. All other communications required or permitted by this MOU shall be given in writing by registered mail, acknowledgment due, or by fax or telex or telegram or email confirmed simultaneously with registered mail, acknowledgment due and shall be addressed in the following manner:

If to KFUEIT:

Authorized Official: Engr. Dr. Shahid Atiq, Associate Professor Electrical Engineering Department

Address: Khwaja Fareed University of Engineering and Information Technology, Abu Dhabi Road, Rahim Yar Khan

Telephone(s): +92-68-5882418 & +92-345-8134806

E-Mail Address: shahid.atiq@kfueit.edu.pk

If to PEECA:

Authorized Official: Abdur Rahman, Program Manager

Address: 48-A Block C-II Gulberg III Ghalib Road, Lahore

Telephone(s): +92-42-99268362-63

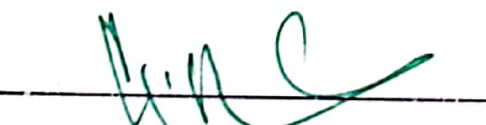
E-Mail Address: peeca.pin@energy.punjab.gov.pk

Or to such other addresses as the Parties may, from time to time, designate.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

FOR AND ON BEHALF OF KFUEIT

FOR AND ON BEHALF OF PEECA



1 VICE CHANCELLOR

Prof. Dr. Muhammad Suleman Tahir

CNIC: 33100-5900200-5



2 MANAGING DIRECTOR

Adnan Mudassar

CNIC: 352021-294375-9



KHWAJA FAREED
UEIT
RAHIM YAR KHAN



WITNESSES:

- 1 Prof. Dr. Muhammad Asghar**
Hashmi
Registrar
CNIC: 31202-0303634-5

- 2 Marium Khalid**
Manager Legal
CNIC: 35201-6903452-0