



## MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (hereinafter referred to as the “MoU”) is made and entered into on this 15th day of January, 2026.

### BETWEEN

**Uttar Pradesh Power Corporation Limited (UPPCL)**, having its registered office at Shakti Bhavan, 14, Ashok Marg, Lucknow – 226001, Uttar Pradesh, India (hereinafter referred to as “UPPCL”, which expression shall, unless repugnant to the context, mean and include its successors, affiliates and permitted assigns), which expression shall, unless repugnant to the context, mean and include its successors, affiliates and permitted assigns);

### AND

**Indian Institute of Management Lucknow (IIM Lucknow / IIML)**, having its campus at Prabandh Nagar, IIM Road, Lucknow – 226013, Uttar Pradesh, India (hereinafter referred to as “IIM Lucknow” or “IIML”, which expression shall, unless repugnant to the context, mean and include its successors, affiliates and permitted assigns).

UPPCL and IIM Lucknow are hereinafter individually referred to as a “Party” and collectively as the “Parties”.

### RECITALS

#### WHEREAS:

A. **IIM Lucknow** is a premier public management institute established under the Indian Institutes of Management Act, 2017, as amended by the Indian Institutes of Management (Amendment) Act, 2023 and the Indian Institutes of Management (Amendment) Bill, 2025. The said Act declares IIMs as Institutions of National Importance and provides autonomy in academic, administrative, and financial matters, governed by a Board of Governors.

B. **UPPCL**, headquartered at Lucknow, Uttar Pradesh, is a State Government-owned utility established on 14 January 2000 under the Uttar Pradesh Electricity Reforms Act, 1999. UPPCL is responsible for electricity distribution in Uttar Pradesh through its subsidiary Distribution Companies (DISCOMs), serving over 3.5 crore consumers across residential, agricultural, commercial, and industrial categories. UPPCL is also engaged in the promotion of electric vehicle (EV) charging infrastructure in the State through its subsidiary, **UP Renewable and EV Infrastructure Limited (UPREV)**.

**NOW, THEREFORE**, in consideration of the mutual covenants and understandings herein, the Parties agree as follows:



## 1. SCOPE AND AREAS OF COLLABORATION

The purpose of this MoU is to establish a framework for cooperation between UPPCL and IIM Lucknow. The Parties presently envisage collaboration in the following areas, which may be expanded by mutual written consent:

- a. Participation of selected UPPCL employees in a customized **two (2) year blended MBA programme** at IIM Lucknow;
- b. Doctoral programmes for selected employees of UPPCL;
- c. Research and consultancy assignments;
- d. Short-term, medium-term, and long-term **customized Management Development Programmes (MDPs)** for senior management officials of UPPCL;
- e. Any other collaborative initiatives of mutual interest aimed at fostering innovation and excellence in academic and industry practices.

## 2. UNDERSTANDING OF THE PARTIES

- 2.1 Nothing contained in this MoU shall be deemed to create any legally binding obligation on either Party, nor shall either Party has the authority to bind the other Party.
- 2.2 Implementation of this MoU shall be subject to execution of separate definitive agreements, duly approved by the competent authority of each Party, for each specific activity.
- 2.3 This MoU provides the foundation for future detailed agreements regarding identifiable projects defining scope, deliverables, timelines, and financial terms, including applicable taxes.
- 2.4 Each Party shall designate an authorized personnel for coordination and implementation of activities under this MoU and any subordinate agreements executed pursuant hereto.

## 3. INTELLECTUAL PROPERTY (IP) AND COMMERCIAL RIGHTS

- 3.1 This MoU shall not affect ownership of any **background intellectual property** already owned by either Party. Such IP shall remain the exclusive property of the contributing Party.
- 3.2 Any **foreground intellectual property** generated jointly during activities undertaken under this MoU shall be jointly owned by UPPCL and IIM Lucknow, unless otherwise agreed in writing.
- 3.3 Commercialization, licensing, or transfer of any foreground IP shall be governed by a separate agreement to be mutually negotiated and executed by the Parties.

## 4. PUBLICATIONS, PRESENTATIONS, AND CONFERENCES

Neither Party shall publish, disclose, or present any confidential or proprietary information, including research data or operational information, without prior written approval of the concerned Party.

Publications arising from research activities, including doctoral work, shall require prior written approval of IIM Lucknow and, where based on UPPCL data or operations, approval from UPPCL also. Such approvals shall be considered within **sixty (60) days** of request. Joint authorship shall be determined based on the extent of contribution.

## 5. STATUS OF THE MOU

This MoU records the mutual understanding of the Parties as of the date of execution. Neither Party is obligated to enter into any further agreement pursuant to this MoU, and each Party remains free to engage with third parties independently.

## 6. NOTICES AND ADDRESSES

All notices and communications under this MoU shall be sent to the following addresses:

### For UPPCL:

Director (Personnel Management & Administration)  
Uttar Pradesh Power Corporation Limited  
Shakti Bhavan, 14, Ashok Marg, Lucknow – 226001

### For IIM Lucknow:

Chief Administrative Officer  
Indian Institute of Management Lucknow  
Prabandh Nagar, IIM Road, Lucknow – 226013

## 7. TERM OF THE MOU

This MoU shall remain valid for a period of **five (5) years** from the date of execution, unless terminated earlier. The MoU may be renewed by mutual consent **three (3) months prior** to expiry.

## 8. DISCONTINUATION

This MoU may be discontinued:

- a. By either Party with **thirty (30) days' written notice** on reasonable grounds;
- b. Upon initiation of winding-up, insolvency, or bankruptcy proceedings against either Party;
- c. Upon material breach of this MoU, if such breach is not remedied within **seven (7) working days** of written notice.

Discontinuation shall not affect obligations accrued prior to discontinuation.

## 9. AMENDMENT

This MoU may be amended only by mutual written consent of both Parties. Such amendments shall not affect any specific agreement already in force.

## 10. CONFIDENTIALITY

Confidential information exchanged under this MoU shall be used solely for its purposes and shall not be disclosed without prior written consent. Confidentiality obligations shall survive for **two (2) years** after termination or expiry of this MoU.

Exceptions apply where information:

- a. Is already publicly available;
- b. Was lawfully in possession of the receiving Party;
- c. Is required to be disclosed by law or regulation.

## 11. GOVERNING LAW AND DISPUTE RESOLUTION

This MoU shall be governed by the laws of India. Courts at **Lucknow** shall have exclusive jurisdiction.

Disputes shall first be resolved amicably within **two (2) months**, failing which the matter shall be referred to arbitration under the **Arbitration and Conciliation Act, 1996**, by a **Sole Arbitrator** mutually appointed. The arbitration seat shall be Lucknow, and the award shall be final and binding.

## 12. SIGNATORIES

This MoU is executed in duplicate, each Party retaining one original copy. The signatories have been duly authorized for and on behalf of their respective organizations to sign this MOU.

### IIM Lucknow:

Name: Prof. (Dr.) Sanjeev Kapoor

Designation: Dean (Faculty, Research), IIM Lucknow

Signature:



Date: 15/01/2026

### Witness:

Name: Prof. (Dr.) Ashutosh Kumar Sinha

Designation: Chairperson, MoUs

Signature:



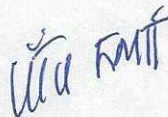
Date: 15/01/2026

### UPPCL:

Name: Dr John Mathai

Designation: Director (PM&A), UPPCL

Signature:



Date: 15/01/2026

### Witness:

Name: Shri Vinod Kumar Mishra

Designation: Additional Secretary, UPPCL

Signature:



Date: 15/01/2026