



**Memorandum of Understanding between
Andlinger Center for Energy and the Environment,
Princeton University, Princeton, New Jersey, USA and
ReNew Power, Delhi, India**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into on this day of September 16, 2019 by and between the Trustees of Princeton University on behalf of the **Andlinger Center for Energy and the Environment** in Princeton University, New Jersey (hereinafter "ACEE-Princeton") and **ReNew Power Limited**, a company incorporated under the Companies Act, 1956 (hereinafter referred to as "**ReNew**") to provide a framework for students to participate in the Global Green Scholars Program. Each party to this collaboration is hereinafter referred to individually as the "Party" and jointly or collectively as the "Parties".

1. Description of Parties

The Parties to this MOU are:

- **Princeton University** – As a global research university, Princeton seeks to achieve the highest levels of distinction in the discovery and transmission of knowledge and understanding. The mission of the University is to advance learning through scholarship, research, and teaching of unsurpassed quality, with an emphasis on undergraduate and graduate education that is distinctive among the world's great universities, and with a pervasive commitment to serve the nation and the world, and furthermore, the University is committed to generating, diffusing and preserving knowledge, and working with others to bring this knowledge to bear on the great challenges of the world.

The Andlinger Center for Energy and the Environment is a part of the School of Engineering and Applied Science at Princeton and a strong partner with associated centers including the Princeton Environmental Institute, the School of Architecture, the Woodrow Wilson School of Public and International Affairs, the Princeton Plasma Physics Laboratory (operated by the U.S. Department of Energy), the Princeton Institute for the Science and Technology of Materials, and the Geophysical Fluid Dynamics Laboratory. The Andlinger Center supports a vibrant and expanding program of research and teaching in the areas of sustainable energy development, energy efficiency, and environmental protection. A chief goal of the center is to translate fundamental knowledge into practical solutions that enable sustainable energy production and the protection of the environment and global climate from energy-related anthropogenic change. Princeton has longstanding core strengths that provide gateways to advances in many areas of energy and the environment. For example, Princeton's historic leadership in mathematics, physics, and computer science has led to broad strengths in computational science, engineering, and modeling, which in turn drives the University's major contributions to fields from combustion science to climate modeling. Similarly, Princeton's world-class research in materials science and engineering enables advances in fields from solar energy conversion to energy storage and nuclear fusion. At Princeton, collaborations take place seamlessly across porous departmental boundaries, from science and technology to the arts, humanities, and social sciences. The Andlinger Center pulls expertise from many different departments and centers to focus on mission-oriented research. The Andlinger Center enables academic and industry collaboration that promotes technology transfer between Princeton and its industry and government partners to address global energy needs.

- **ReNew Power Limited** is India's largest renewable energy IPP (Independent Power Producer) in terms of total energy generation capacity. As of June 2019, ReNew had a total capacity of over 8 GW of wind and solar power assets across the country, including commissioned and under development projects. It develops, builds, owns and operates utility scale wind and solar energy projects as well as distributed solar energy projects that generate energy for commercial and industrial customers. ReNew has a strong track record of organic and inorganic growth having nearly doubled its operational capacity in each of the last three Fiscal Years. ReNew's broad base of equity investors include Goldman Sachs, JERA, ADIA, CPPIB, and GEF SACEF India

Global Green Scholars Program – Global Green Scholars Program (GGSP) is one of the flagship student programs at ReNew. The program was launched in 2017 with an aim to attract bright and passionate talent from top universities across the globe, who are interested in renewable energy and sustainability. Aimed at promoting diversity and exchange of ideas, the program is designed for students with stellar academic and co-curricular records.

2. Purpose

This MOU is the first step in initiating a dialogue and developing a path forward that facilitates the participation of Princeton students (undergraduate and graduate students) affiliated with the Andlinger Center, in ReNew's Global Green Scholars Program. This MOU is non-binding and represents the intent of the Parties only. The specific terms and any binding commitments by either Party shall be formalized in a separate written agreement between the Parties ("**Definitive Agreement**").

3. Anticipated Outcomes

The following outcomes, and potentially others as to be determined, are anticipated to result from this MOU:

The Parties will explore establishing an agreement that offers two Princeton students the opportunity to participate in ReNew's Global Green Scholars Program. The specific terms and any commitments by either Party shall be formalized in a separate written, binding agreement between the Parties.

4. Collaboration Operation and Activities

- a) The manner in which the Parties will select students and administer the program shall be set out in the Definitive Agreement to be executed between the Parties.
- b) Nothing in this MOU commits any Party to any commitment of funds.
- c) The Parties agree that, as at the date of signing this MOU, to the best of their knowledge, no conflict of interest exists or is likely to arise in relation to the intention of the Parties to cooperate under this MOU. If during the term of this MOU, a conflict or potential conflict of interest arises for one of the Parties, then that Party will immediately notify the other Parties in writing of that conflict or potential conflict of interest.

Each party shall designate an individual to oversee and facilitate the implementation of this MOU and any agreements arising out of it. These individuals are:

Princeton University:

Barry P. Rand
Associate Professor, Department of Electrical Engineering
Associate Director for External Partnerships, Andlinger
Center for Energy and the Environment

B414 Engineering Quadrangle
Princeton, NJ 08544, USA

ReNew Power of India

Vaishali Nigam Sinha
Chief CSR, Communications and Sustainability Officer
ReNew. Hub, Commercial Block-1, Zone 6,
Golf Course Road, DLF City Phase-V,
Gurugram, 122009, Haryana, India

5. Confidentiality

Each Party agrees to use its best efforts in preventing the disclosure of any Confidential Information concerning the business affairs or products of the other Parties which may be acquired in the course of the activities under this MOU, and shall take reasonable measures to protect such Confidential Information from any and all third Parties. The Parties recognize that they will be privy to proprietary information about each other's organizations, and agree not to divulge such information to organizations or individuals outside the MOU parameters except when explicitly agreed upon. The term "Confidential Information" includes written information received in writing and marked "Confidential." It also includes information that one Party receives from another and that the receiving Party should reasonably understand to be proprietary to the Party providing the same. Confidential information does not include: 1) information known to the other Party prior to its disclosure as a part of this MOU; 2) information that is rightfully obtained from a third party; or 3) information within the public domain.

6. Publicity

Either Party may publicize the fact that Parties have signed an MOU to jointly undertake the activities described in this MOU, provided that all press releases or media statements are provided to all the other Parties prior to release for comment and prior approval, such approval not to be unreasonably delayed or withheld. Nothing contained in this MOU shall be construed as granting any right to either Party to use in advertising, publicity, or other promotional activities or otherwise any name, trade name, trademark, or other designation of the other Party without obtaining the prior written consent of such other Party.

7. Compliance with Laws and Policies

- a) Each Party agrees to conduct all activities under this MOU in compliance with all applicable laws and regulations.
- b) Each Party hereby acknowledges its obligation to comply with anti-bribery laws and each Party represents and warrants that it has not and will not offer, promise, or authorize the payment or provision of anything of value to any government official or to any person with the knowledge or belief that he or she will give it to a government official for the purpose of improperly influencing the government official or securing any improper advantage.
- c) The Parties recognize that materials, data or software to be shared during the course of the activities may be subject to export or import regulations in the respective countries. Each party is responsible for compliance with regulations to which it is subject. The Parties agree to cooperate in seeking any required export or import permits or licenses from the relevant government authorities.
- d) Notwithstanding any provision in this MOU, Princeton shall not directly or indirectly be obligated to carry on any activity pursuant to this MOU that would adversely affect its tax-exempt status as a Section 501(c)(3) educational institution or would otherwise contravene Princeton's academic conventions and policies in effect during the term of this MOU. In the event that any changes to the provisions of this MOU are required to avoid conflicts with Princeton's tax-exempt status or its academic conventions and policies, the Parties agree to work cooperatively together to make reasonable adjustments to the terms of this MOU so as to fulfill the purposes of this MOU to the extent

reasonably possible.

8. Disputes Between the Parties: Governing Law and Jurisdiction

In case of any dispute resulting from or related to this MOU or any Appendix, the Parties agree to attempt to resolve such dispute amicably.

9. Term of the Agreement

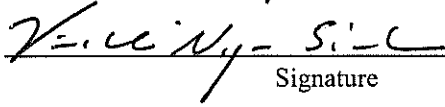
The initial term of this MOU shall be effective from the execution date, which is the date that the MOU has been signed by all Parties. This MOU shall remain in force for two years from the Effective Date, with the possibility of renewal upon the mutual agreement of the Parties, unless earlier terminated by either Party upon sixty (60) days' advance written notice or can be terminated upon the execution of the Definitive Agreement

10. Additional Provisions

- a) Relationship of the Parties: This MOU is not intended, nor should anything herein be construed, to create the relationship of partners, joint ventures, principal and agent, employer and employee, or other fiduciary relationship between the Parties hereto.
- b) Entire Agreement: This MOU constitutes the entire, integrated agreement of the Parties about the subject matter of this MOU and any previous agreements, understandings, and negotiations on that subject cease to have any effect.
- c) Non-Exclusive: Nothing herein is intended nor shall be construed as creating an exclusive arrangement between the Parties. This MOU shall not prevent the Parties from carrying out individually or in cooperation with a Third Party, research in the areas covered in this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereby execute this Memorandum of Understanding as the date first written above.

ReNew Power


Signature

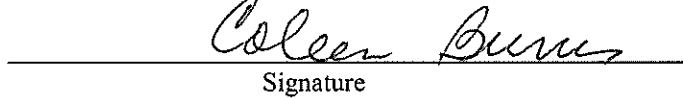
VAISHALI NIGAM SINHA

Printed Name

Chief CSR, Communications and Sustainability Officer

Title/Position

The Trustees of Princeton University


Signature

COLEEN BURRUS

Printed Name

Director, Corporate Engagement & Foundation Relations

Title/Position

The Trustees of Princeton University


Signature

ALY KASSAM-REMTULLA

Printed Name

Vice Provost for International Affairs and Operations (Acting)

Title/Position