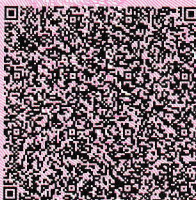
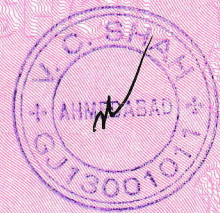




Certificate No.	IN-GJ15622261484759Y
Certificate Issued Date	23-Feb-2026 04:22 PM
Account Reference	IMPACC (AC)/ gj13001011/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference	SUBIN-GJGJ1300101130445502817451Y
Purchased by	Adani Skills and Education Foundation
Description of Document	Article 5(h) Agreement (not otherwise provided for)
Description	Agreement for Establishing Centre of Excellence for Green Energy at Kachchh University Campus
Consideration Price (Rs.)	0 (Zero)
First Party	Krantiguru Shyamji Krishna Verma Kachchh Universit
Second Party	Adani Skills and Education Foundation
Stamp Duty Paid By	Adani Skills and Education Foundation
Stamp Duty Amount(Rs.)	300 (Three Hundred only)



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MEMORANDUM OF UNDERSTANDING (MoU)

for

**ESTABLISHING CENTRE OF EXCELLENCE FOR GREEN
ENERGY AT KRANTIGURU SHYAMJI KRISHNA VERMA
KACHCHH UNIVERSITY CAMPUS**

BETWEEN



The Krantiguru Shyamji Krishna Verma Kachchh University

(As Partner University)

AND

adani

Skills and
Education

Adani Skills & Education

(As Industry Partner)

on

[FEBRUARY 26, 2026]



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on the 26th day of February 2026 ("Execution Date") at Ahmedabad:

BY AND BETWEEN

The Krantiguru Shyamji Krishna Verma Kachchh University (KSKVKU), established by the Government of Gujarat, is a leading educational institution in the Kachchh region of India, located at Bhuj, Gujarat.

AND

Adani Skills & Education, Adani Skills and Education, a company registered and incorporated under the laws of India, having its registered office at 14th Floor, Adani Corporate House, Adani Shantigram, Near Vaishnodevi Circle, SG High-Way, Ahmedabad 382421, (hereinafter referred to as "ASE" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its affiliates, successors and assigns, of the **SECOND PART**;

Krantiguru Shyamji Krishna Verma Kachchh University and **Adani** shall collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. Krantiguru Shyamji Krishna Verma Kachchh University started with 10 colleges in 2004, currently having 55 affiliated colleges throughout the Kachchh district with more than 25000 students and nearly 300 teachers working in the faculties of Arts, Commerce, Science, Education, Law, Visual Arts and Medicine. The University is providing higher education at par with any other university of the state and India through Affiliated Colleges (as defined below). Named after Shyamji Krishna Verma, a prominent figure in India's independence movement, the University began in 2004 with ten affiliated colleges. It has since grown to include 19 postgraduate departments on campus and 55 affiliated colleges. The University offers diverse disciplines including Arts, Commerce, Science, Education, Law, Medicine, Visual Arts and serves over 25,000 students from the region and beyond. Recognised under UGC 2(f), granted UGC 12(B) certification in 2018, and accredited by the NAAC with Grade 'B' in 2025, the University meets national standards and stands on par with other prestigious institutions in India. Faculty are actively involved in research and consultancy projects, with encouragement to file patents. Funding from the Gujarat and Central Governments has enhanced infrastructure, academics, administration and research capacity. To promote entrepreneurship and innovation, KSKVKU has implemented the Student Startup & Innovation Policy (SSIP), resulting in several student-led start-ups. The research community comprises over 400 Ph.D. students and research scholars, supervised by dedicated faculty, with publications in renowned national and international journals. The alumni of the university have succeeded in various sectors in India and abroad, holding positions in government, industry, business and social



organisations. The university has embraced modern technology: student life is digitised via an online admissions portal; the campus has CCTV surveillance and Wi-Fi across departments and the administrative block. Facilities include faculty blocks, hostels, a guest house, student-utility building, stationery shop, canteen, banking and post-office services, an administration building with a solar rooftop and staff quarters. Ongoing construction projects include an auditorium, examination convention centre, biogas plant, water-filtering plant and sports grounds. KSKVKU has also established a Centre for Excellence in Chemistry and a unique Geological and Archaeological Museum, the first of its kind in western India. More than 50 MoUs have been signed with research institutes and universities in India and abroad, with more collaborations in progress. Departments organise state, national and international training programmes, workshops and conferences; faculty and students actively participate and receive awards. The Department of Earth & Environmental Science received a FIST grant from the Department of Science & Technology, Government of India.

- B. Adani Skills & Education focusing on creating sustainable livelihoods through industry-aligned training, notably with its flagship "Karma Shiksha" work-study diploma program, which offers hands-on experience in sectors like ports, green energy, data centers and other Businesses.
- C. The Parties are desirous to enter this binding MoU to set out the terms and principles pursuant to which the Parties will negotiate contractual terms and conditions governing the Parties' rights, obligations and responsibilities in relation to the services that will be provided by both Parties in form of Definitive Documents (*as defined hereinafter*).

NOW THEREFORE, in consideration of mutual promises and covenants set forth herein and other valuable monetary and non-monetary consideration, the Parties hereby agree as follows:

1. DEFINITIONS

In this MoU, unless the context otherwise implies, the expressions defined under the MoU shall have the respective meanings assigned to them.

"Affiliate" with respect to a Party, means a Person which directly or indirectly Controls, is Controlled by, or is under common Control with such Person;

"Affiliated Colleges" shall mean Krantiguru Shyamji Krishna Verma Kachchh University colleges as involved in the Proposed Transaction from time to time.

"Confidential Information" means:

- (a) existence and contents of this MoU, existence and content of negotiations between the Parties, and any other agreement or arrangement contemplated by this MoU except in case of express written confirmation to disclose contents by Adani;
- (b) information or data of whatsoever nature concerning the [business, the finances, assets, liabilities, dealings, transactions, know-how, intellectual property, customers, processes or affairs] of the other Party and/or its Affiliates;
- (c) any information or data which is expressly indicated to be confidential or is impacted in circumstances importing an obligation of confidence, and which



any Party may from time to time receive, perceive or obtain (orally, visually, in writing or in electronic form) as a result of entering into, or performing its obligations pursuant to, this MoU or otherwise, including through discussions with the management and representatives of the other Party or its Affiliates and any learnings or information acquired by observation by any Party and/or its Affiliates during the performance of its obligations under this MoU;

- (d) any [reports, analysis, compilations, studies or other documents] prepared by either Party, on behalf of or for the other Party which contain, derive from or otherwise reflect any information described in (a), (b) and (c) above; and
- (e) any information disclosed prior to the Execution Date in relation to any of the items forming part of (a), (b), (c) or (d) above.

“Control” including with correlative meaning, the terms, Controlling, Controlled by and under common Control with, with respect to any Person, means, directly or indirectly, the (i) acquisition or control or ownership of more than fifty percent (50%) of the voting rights, or of the issued or the paid-up share capital of such Person; or (ii) right to appoint and/or remove all or the majority of the members of the board or other governing body of such Person; or (iii) power to direct the management or exercise significant influence on the management and policies of such Person, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, through contract or otherwise.

“Definitive Documents” means such definitive documents aimed at establishing a “Centre of Excellence for Green Energy” at Krantiguru Shyamji Krishna Verma Kachchh University and/or other definitive agreements to be entered into between Adani and A. Krantiguru Shyamji Krishna Verma Kachchh University to give effect to this MoU.

“Execution Date” means the date of execution of this MoU.

“Person” means any natural person, firm, company, body corporate, joint venture, partnership (whether limited or unlimited, registered or unregistered), sole proprietorship, limited liability corporation, association, fund, society, trust or other entity, unincorporated or unregistered associations of persons, governmental authority or other entity (whether or not having a separate legal or juristic personality).

“Term” shall have the meaning ascribed to such term in Clause 6.1.

2. OBJECTIVE OF MoU

- a) To establish and operate a Centre of Excellence (CoE) in Green Energy at Krantiguru Shyamji Krishna Verma Kachchh University.
- b) To catalyze industry-academia-government collaboration in green energy (solar, wind, green hydrogen, storage, EV infrastructure, grid integration).
- c) To deliver world-class skills, training and certifications to local and regional talent.
- d) To drive cutting-edge R&D, innovation, start-ups and incubation in green-energy technologies.



- e) To serve as a strategic hub for the region to host partnerships, attract investments and anchor a talent ecosystem.

3. GOVERNANCE STRUCTURE

- a) The CoE will be governed by a Special Purpose Vehicle (SPV) / Section 8 company under a Trust or University-backed entity.
- b) A Joint Management Committee (JMC) will be constituted, comprising representatives from both Parties, to oversee operations, approve programs, and review performance.
- c) The JMC shall meet at least once every quarter in a year.

4. ROLES AND RESPONSIBILITIES

4.1 Role of Krantiguru Shyamji Krishna Verma Kachchh University: Krantiguru Shyamji Krishna Verma Kachchh University may undertake the following roles and responsibilities, subject to discussion with Adani Skills & Education.

- a) **Infrastructure:** Allocation of **23,616 Sq. Ft.** (Build-up area) of space at Lakshya Bhavan exclusively to Adani Skills & Education for setting up and operating Center of Excellence in Green Technology for period 5 years and extendable for a period of 5 more years on a mutually agreeable basis.
- b) Allocation of around 2 acres of land near to the Lakshya Bhavan for workshops and related activities.
- c) **Accommodation:** To provide accommodation in hostel/guesthouse on need basis.
- d) **Education & Curriculum Design:** Lead curriculum design for programs, ensuring academic rigor and compliance with educational norms.
- e) **Delivery Excellence:** Deploy qualified faculty, leverage blended learning, conduct assessments, and ensure academic excellence.
- f) **Certification & Evaluation:** Co-award certifications with ASE, ensuring academic validation and recognition.
- g) **Innovation & Research:** Promote applied research in renewable energy, sustainable engineering, and climate resilience.
- h) **Student Mobilization:** Lead candidate sourcing from Gujarat and nearby regions, supported by ASE's mobilization teams.
- i) **Operations & Maintenance:** Jointly ensure infrastructure, digital assets and learning facilities are upgraded and maintained.
- j) **Research, Innovation, and Incubation Lab:** Lead applied research, supported by ASE's industry data and case studies.
- k) **Trainer Identification:** Identify trainers for Train-the-Trainer programs.
- l) **Academic Linkage:** Facilitate academic linkage for industry collaborations.

4.2 Adani Skills & Education (ASE): Adani may undertake the following roles and responsibilities subject to discussion with Krantiguru Shyamji Krishna Verma Kachchh University -



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- k) **Trainer Identification:** Identify trainers for Train-the-Trainer programs.
- l) **Academic Linkage:** Facilitate academic linkage for industry collaborations.

4.2 Adani Skills & Education (ASE): Adani may undertake the following roles and responsibilities subject to discussion with Krantiguru Shyamji Krishna Verma Kachchh University -



- a) **Infrastructure Readiness:** Invest in creation of world-class digital and physical infrastructure- smart classrooms, renewable energy labs, simulation centers and digital learning systems, leading to Center of Excellence in Green Energy.
- b) **Content Creation:** Invest in co-curating curriculum and assessments, ensuring industry relevance and alignment with skill-force requirement of the industry.
- c) **Training Delivery Support:** Conduct “Train the Trainer” programs, onboard guest faculty from industry and bring in certification partners for international accreditation.
- d) **Certification & Accreditation:** Jointly issue co-branded certificates for all programs, ensuring alignment with sector skill councils and industry bodies.
- e) **Project Evaluation & Quality Improvement:** Drive quality control through audits, feedback systems and benchmark analysis; monitor placement rate, learner satisfaction and employer feedback.
- f) **Knowledge Transfer:** Establish structured trainer certification programs for pedagogy consistency and knowledge continuity.
- g) **Industry Collaboration:** Forge partnerships and MoUs with industry, provide industrial data and case studies and support research, innovation and incubation labs.
- h) **Monitoring & Evaluation:** Conduct regular audits and track KPIs for the CoE.

4.3 Joint Responsibilities: Parties may jointly undertake the following roles and responsibilities -

- a) **Operations & Maintenance:** Both Parties are jointly responsible for the upkeep and continuous improvement of the CoE’s infrastructure and learning environment.
- b) **Certification:** All certifications will be co-branded and jointly awarded.
- c) **Monitoring & Evaluation:** Both Parties will participate in review committees and ensure continuous improvement.

4.4 Programs and Activities

- Launch modular offerings: certificate programs (4-6 weeks), advanced diplomas (3-6 months), degree/post-graduate certificates and executive education.
- Organize seminars, conferences, hackathons and industry visits.
- Undertake collaborative research and consultancy projects.
- Facilitate internships, live projects and placement opportunities.

4.5 Audit and Compliance

- The CoE shall be subject to annual audit by an independent auditor appointed by the JMC.
- The University and relevant government authorities reserve the right to inspect and audit the CoE at any time.

5. NATURE OF MoU



5.1 The Parties agree that this MoU constitutes a statement of intent with respect to the collaboration between the Parties and creates binding rights in favour of the Parties for undertaking roles and responsibilities as set out in this MoU. Parties agree that they may enter into Definitive Documents subject to further diligence and discussions.

5.2 The Parties agree that the Definitive Documents shall be executed after joint consultation and agreement by both Parties and such Definitive Documents shall determine the activities to be undertaken by Adani and Krantiguru Shyamji Krishna Verma Kachchh University as envisaged under this MoU. Notwithstanding such Definitive Documents between both Parties for the execution of specific projects, both Parties agree to foster a close and enduring collaboration in technical and vocational education and training and skills development.

6. DURATION OF MoU

6.1 This MoU shall come into effect on and from the Execution Date and shall be valid for a period of 5 years, commencing from the Execution Date; or earlier termination of this MoU by either Party in accordance with this MoU ("**Term**").

6.2 The Parties shall review the status of the collaboration under this MoU and may extend the MoU on such terms and conditions as may be mutually agreed.

7. EXCLUSIVITY

7.1.1 The both Parties agrees that until the expiry of 5 years from the Execution Date or such other period as may be mutually agreed by the Parties, neither Party or its Affiliates shall discuss, negotiate with, solicit, provide any information to, or consummate an offer/ transaction with any other party or execute with any third party a binding or non-binding agreement for any kind of business or commercial arrangement in relation to Objectives under this MoU at Krantiguru Shyamji Krishna Verma Kachchh University, its sites or its Affiliated Colleges.

8. TERMINATION

8.1 This MoU shall be valid for an initial period of 5 (five) years from the date of signing, extendable by 5 (five) years on a mutually agreed basis.

8.2 Either Party may terminate the MoU in case of breach of terms hereof provided if such breach is not remedied within 60 days' of receipt of such written notice, subject to settlement of ongoing obligations.

9. CONFIDENTIALITY



9.1 Both Parties shall maintain confidentiality of information shared under this MoU, except disclosures as required by law or with mutual consent.

9.2 This MoU shall not prohibit or limit disclosure or use of any information if and to the extent:

- a) the disclosure or use is required by or pursuant to any applicable law; or
- b) the information is in or comes into the public domain other than as a result of a breach of any undertaking or duty of confidentiality by the disclosing Party; or
- c) the other Party has given prior written approval to the disclosure; or
- d) the disclosure or use is required for the purpose of any judicial proceedings arising out of or in connection with this MoU or any governmental authority (in relevant jurisdictions); or
- e) the disclosure is made on a need-to-know basis to professional advisors of any Party who are bound by confidentiality obligations; or
- f) to the extent that any of such Confidential Information was previously known or already in the lawful possession of a Party, prior to disclosure by any other Party.

9.3 Any Party that is in breach of this Clause shall defend, indemnify and hold harmless the other Party and its Affiliates, directors and employees from any and all losses arising due to such breach.

9.4 The confidentiality obligation under this Clause shall survive the termination or expiration of this MoU.

10. RELATIONSHIP OF THE PARTIES

Nothing in this MoU (or any of the arrangements contemplated herein) shall be construed or interpreted as constituting a partnership, agency or joint venture relationship between the Parties. Neither Party has any authority to act as agent for or in any way bind the other Party in any manner whatsoever. Neither Party shall represent or hold itself out as having authority to bind the other Party in any transaction or communication.

11. GOVERNING LAW AND JURISDICTION

The provisions of this MoU shall be governed by and construed in accordance with Indian law. The Parties agree that the courts at Ahmedabad, Gujarat, India, shall have exclusive jurisdiction on all matters arising out of or relating to this MoU.

12. REPRESENTATION AND WARRANTIES

Each Party hereby represents and warrants to the other Party that:



- (a) such Party has full power and necessary authority to execute this MoU;
- (b) that it is not currently a party to any agreement or any other restriction or obligation, under applicable law or otherwise, which would conflict with, limit, or preclude its right to enter and fully perform its obligations under this MoU and no actions, notices, claims or proceedings of any kind are pending or threatened against it which may affect its ability to perform its obligations under this MoU
- (c) such Party has taken all licenses, approval, actions necessary to validate, execute and deliver this MoU and perform its obligations hereunder and no actions, suits, proceedings, investigations, litigation, arbitration or administrative proceedings of any kind, in any court or before any arbitrator or any other governmental authority, of any kind is threatened or pending against it which could prevent it from complying with its obligations under this MoU; and
- (d) It is in compliance with all applicable laws and the execution, delivery and performance of this MoU will not conflict with or result in the breach of or constitute a default of its constitutional documents or under the terms of any contract or under applicable laws and regulations.

13. MISCELLANEOUS

13.1 Costs

- a) Adani will lead investment in infrastructure setup and Krantiguru Shyamji Krishna Verma Kachchh University will provide space and utility support.
- b) All fees for courses and services shall be approved by the JMC.
- c) Adani shall maintain transparent accounts and submit periodic financial statements to the JMC. Apart from above, each Party shall bear its own costs and expenses.

13.2 Assignment

The Parties hereto shall not transfer or assign any of their rights and obligations under this MoU to any other party without other Party's prior written consent; except in favor of its Affiliates provided a written notice is provided to the other Party.

13.3 Notices

Any notice or communication to be given to any Party under this MoU shall be in writing and in the English language and shall be addressed and delivered by either courier, pre-paid post mail or e-mail to the addresses set out below or such other address as any Party may notify to the other from time to time:

If to [Adani]:

Attention: Somya Singh

E-mail: somya.singh@adani.com

If to [Krantiguru Shyamji Krishna Verma Kachchh University]:

Attention: Dr. Gaurav D. Chauhan



E-mail: gdc.dew@gmail.com

13.4 Liability

Neither Party shall be liable to the other Party under any circumstances for indirect, special, incidental, consequential or punitive damages, including damages for lost profits, revenue, anticipated savings or goodwill, or business opportunity, in connection with or arising out of this MoU or the termination thereof.

13.5 Entire Agreement

This MoU constitutes the entire understanding between the parties relating to the proposed projects and supersedes any previous understandings, commitments, correspondences, agreements, contracts whatsoever, oral or written, pertaining to the subject matter.

13.6 Amendment

No modification or amendment to this MoU of any of the terms or conditions hereof shall be valid unless mutually agreed by Parties and executed under an instrument.

[Signature page follows]



IN WITNESS WHEREOF, the Parties have caused these presents to be signed by their respective authorized signatories on the date and year first above written.

On behalf of **Adani Skills and Education**

By:

Name: Robin Bhowmik

For, Adani Skills & Education Limited

Title: Chief Executive Officer

Director / Authorised Signatory



On behalf of **Krantiguru Shyamji Krishna Verma Kachchh University**

By:

Name: Dr. Mohan Patel

Title: Vice Chancellor

