
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into on this 25th day of May, 2026, by and between the following parties:

GreenGrid Foundation

(hereinafter referred to as "GreenGrid")

AND

MetroWorks Infrastructure Ltd

(hereinafter referred to as "MetroWorks")

GreenGrid and MetroWorks are collectively referred to herein as the "Parties" and individually as a "Party."

1. Purpose

The purpose of this MOU is to establish a framework of cooperation between the Parties to design, deploy, and evaluate a smart bus shelter solar pilot project within the city limits of Pune. This initiative aims to integrate renewable energy solutions into urban transit infrastructure, enhancing sustainability and public utility.

2. Scope of the Pilot

The pilot project shall encompass the retrofitting and operationalization of exactly 20 existing bus shelters in Pune with integrated solar panels, battery storage, and smart energy management systems. The specific locations of these 20 shelters will be jointly identified and agreed upon by both Parties within thirty (30) days of the execution of this MOU.

3. Roles and Responsibilities

To achieve the goals of the pilot, the Parties agree to the following allocation of responsibilities:

- **GreenGrid Foundation:** Shall be responsible for the technical design of the solar integrations, procurement of solar panels and battery storage units, and providing technical oversight during the installation phase.
- **MetroWorks Infrastructure Ltd:** Shall be responsible for obtaining all necessary municipal permits, executing the physical installation and structural retrofitting of the 20 bus shelters, and managing ongoing physical maintenance of the structures.

4. Data Sharing

The Parties agree to openly share all non-personally identifiable data generated by the smart energy management systems installed in the pilot shelters. This includes energy generation metrics, battery performance data, and grid offset calculations. Data will be hosted on a shared, secure cloud repository accessible to designated representatives of both Parties.

5. Funding Contributions

The Parties shall each bear their own costs associated with the fulfillment of their respective responsibilities under this MOU, unless otherwise agreed in a subsequent definitive agreement. GreenGrid shall provision the capital expenditure for the renewable energy hardware, while MetroWorks shall cover the labor, structural materials, and permitting costs.

6. Timeline and Review Cadence

The pilot project is scheduled to commence on June 15, 2026, with all 20 shelters targeted for operational status by November 30, 2026. The Parties shall establish a Joint Steering Committee that will meet on a bi-weekly basis to review project progress, address operational bottlenecks, and evaluate key performance indicators.

7. Confidentiality

During the term of this MOU, either Party may disclose proprietary or confidential information to the other. Both Parties agree to hold such information in strict confidence, restrict its use to the purposes of this pilot project, and not disclose it to any third party without prior written consent, except as required by law.

8. Non-Binding Nature

With the exception of Clause 7 (Confidentiality), this MOU is a statement of intent and does not create any legally binding obligations between the Parties. Any binding commitments regarding funding, liability, or long-term operations shall be subject to the negotiation and execution of a separate, definitive legal agreement.

9. Term and Termination

This MOU shall become effective upon signature by the authorized representatives of both Parties and will remain in effect for a period of twelve (12) months. Either Party may terminate this MOU at any time by providing thirty (30) days written notice to the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the date first written above.

For GreenGrid Foundation

Name: _____
Title: _____
Date: _____

For MetroWorks Infrastructure Ltd

Name: _____
Title: _____
Date: _____