

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MINISTRY OF RAILWAYS OF THE REPUBLIC OF INDIA  
AND  
THE JOINT STOCK COMPANY "RUSSIAN RAILWAYS"  
ON  
TECHNICAL COOPERATION IN RAILWAY SECTOR**

The Ministry of Railways of the Republic of India and the Joint Stock Company "Russian Railways" (JSC "RZD"), hereinafter individually referred to as the "Party" and collectively referred to as the "Parties"

Acknowledging mutual interest of both Parties in renewal and acceleration of joint efforts to promote multidisciplinary technical cooperation in the railway sector,

Bearing in mind the existing friendly relations between the two countries,

Desiring to strengthen and promote all-round technical cooperation between the Parties, and

Recognizing the benefit to be derived from such enhanced cooperation

Have reached the following understanding:

**Article 1  
Purpose of the Memorandum**

The Parties agree to seek comprehensive technical cooperation in the field of railway sector on mutually beneficial terms.

This Memorandum of Understanding (hereinafter referred to as "MoU") has for the purpose to establish main areas of technical cooperation and shall create no legal rights or obligations between the Parties except as herein provided under the Article 6. The Parties agree that any action, rights or obligations contemplated or arising out of this MoU shall come into force through separate written agreements mutually agreed to by the Parties subject to their respective applicable laws.

## **Article 2**

### **Terms and definitions**

For the purpose of this MoU the term 'technical cooperation' shall be construed as a cooperation aimed at facilitating the implementation of projects covering a wide array of areas with no exclusion of separate agreements or contracts the Parties may conclude following due procurement process in accordance with national laws of the Parties for construction, supply of equipment, rolling stock or any other products, works or services to be decided on a case-by-case basis.

## **Article 3**

### **Areas of Cooperation**

Cooperation shall include but not limited to the following areas:

- (i) High Speed Rail (HSR) in India;
- (ii) Modernization of existing lines of the Indian railways in order to raise train speeds up to 160-200 kmph;
- (iii) Modern Control & Safety related Systems based on satellite navigation and digital communication means;
- (iv) Satellite and geo-information technologies;
- (v) Transportation safety and cyber security;
- (vi) Rolling stock;
- (vii) Heavy haul transportation;
- (viii) Organization of Human Resources training for the Indian railways: secondary and higher vocational education of students and advanced training of staff members including managers;
- (ix) Station redevelopment;
- (x) Dedicated freight rail corridors;

- (xi) Modernization, reconstruction and construction of track superstructure, civil engineering works, including bridges and tunnels; and
- (xii) Slab tracks.

#### **Article 4** **Representation**

To coordinate their activities related to implementation of the provisions of this MoU, the Parties shall set up a Steering Committee.

The Steering Committee shall be composed of three senior representatives of each Party, whose identities shall be notified additionally by the Parties in writing within four weeks from the date this MoU comes into effect.

The Steering Committee shall meet alternately in Russia and in India as far as needed on a time scale to be agreed to by mutual consent of the Parties.

The Parties' representatives may be assisted on a case by case basis by one or several senior managers of each Party if specific expertise is required on the agenda of a Steering Committee meeting.

The first Steering Committee meeting shall be held within two months of the date when this MoU comes in force. At its first meeting the Steering Committee shall adopt the programme and regulations of its activities.

The Steering Committee shall:

- assess, suggest and fix specific projects for cooperation/under this MoU;
- elaborate and implement the "road map" (Action Plan) for cooperation; and
- facilitate exchange of information, provide clarifications on and approve any matters related to implementation of such actions, assign persons responsible for carrying them out.

In addition to the Steering Committee, there will be a Joint Working Group (JWG) on each cooperation area consisting of two to three representatives

from each Party who are actually dealing in the field of the cooperation area, whose identities shall be exchanged between the Parties within two weeks from the first meeting of the Steering Group. These JWG's will report to the Steering Committee.

## **Article 5 Cooperation Programme**

The main directions of cooperation between the Parties shall be study, development and implementation of rail related programmes in which both Parties may have mutual interest, performance of consultation and other services, including training services, technical assistance, and visits of Party's installations or equipment etc.

The programme would also include a number of activities such as exchange of information on their policies, laws and regulations, exchange programme for experts and trainees, jointly organizing symposiums, seminars and conferences on themes of common interest.

The implementation of the cooperation programme shall be coordinated by the Steering Committee through JWG's.

## **Article 6 Confidentiality**

1. All information and documents to be exchanged pursuant to the MoU will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The Parties will not use the information for purposes other than that specified without the prior written consent of the other Party.
2. All confidential information shall remain the exclusive property of the disclosing Party. The Parties agree that this MoU and the disclosure of the confidential information do not grant or imply any license, interest or right to the recipient in respect to any intellectual property right of the other Party.

## Article 7 Intellectual Property

- (a) Know-how and information belonging to third parties do not come within the purview of this MoU.
- (b) There is no obligation on either Party to acquire intellectual property rights under this MoU.
- (c) Neither shall any license or right to use any intellectual property be granted under this MoU by one Party to the other as a result of disclosure of certain information under this MoU or for any other reason.
- (d) Each party will ensure appropriate protection of intellectual property rights generated from cooperation pursuant to MoU, consistent with their respective laws, rules and regulations and international agreement to which both Parties are committed.
- (e) In case of research results obtained through joint activities under this MoU, the grant of intellectual property rights will be sought by both the Parties jointly and once granted these rights will be jointly owned by the Parties.
- (f) In case research results obtained through joint activities under this MoU, both Parties will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the Parties to commercialize the results obtained in their respective countries. Commercialization of such results in any other country shall be done jointly through a separate agreement.
- (g) The Parties shall not assign any rights and obligations arising out of the intellectual property rights generated to inventions / activities carried out under the MoU to any third Party without consent of the other Party.
- (h) Any publication, document and / or paper arising out of joint work conducted by the Parties pursuant to this MoU will be jointly owned. The use of the name, logo and / or official emblem of the Parties on any publication, document and / or paper will require prior permission of both the Parties. It may however be ensured that the official emblem and logo is not misused.

The Parties will retain the exclusive right to use results of their respective intellectual property and equated means of individualization and any other intellectual property rights including without limitation to all methods, procedures, know-how techniques, concepts and other documents that may be disclosed to the other Party during fulfillment of this MoU.

Provision of any document implying transfer (disposal) of intellectual property rights shall be effectuated by the Parties on commercial terms and fixed under separate written agreements.

#### **Article 8**

##### **Compliance with national Laws**

The Parties represent and warrant to each other that they will comply with all applicable national laws, regulations, directives and any other statutory provisions in connection with intended cooperation described in this MoU.

#### **Article 9**

##### **Language**

All meetings between the Parties shall be carried out both in Russian and English languages. Any document exchanged by the Parties shall be in English language.

#### **Article 10**

##### **Miscellaneous**

All notices under or in connection with this MoU shall be in writing. This MoU may be amended as required by mutual written consent of the Parties. This MoU does not establish any right or obligations in accordance with the international and/or national laws.

All costs and expenses, related to preparation and implementation of this MoU and to any agreement achieved or unachieved hereunder, including costs pertinent to persons, assigned by both Parties for these purposes, shall be covered by the Party having incurred such expenses.

## Article 11 Settlement of Disputes

Any dispute between the Parties arising out of the interpretation, implementation or application of any of the provisions of this MoU shall be resolved amicably through negotiation or consultation between the Parties.

## Article 12 Entry into force, duration and termination

This MoU will come into effect on the date of its signing by both Parties.

This MoU will be valid for a period of three (3) years from the date of its signature by the authorized representatives of the Parties. Thereafter, it will be automatically renewed for further successive periods of two (2) years at a time.

Either Party may terminate the present MoU by giving a written notice of its intention to terminate it to the other Party at least three (3) months in advance. But Article-6 remains unaffected by the termination of this MoU.

The termination of this MoU shall not affect the implementation of any ongoing programme and/or activity undertaken within the framework of this MoU.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto by their respective Parties, have signed this MoU.

Signed at Moscow on 24 this \_\_\_ day of December 2015 in two originals, each in Hindi, Russian and English languages, all texts being equally authentic. In case of any divergence in interpretation, the English text shall prevail.



P.S. Raghavan  
Ambassador of India to the Russian Federation  
For Ministry of Railways  
Government of India



Oleg Belozеров,  
President  
Joint Stock Company  
"Russian Railways"