

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF INDIA

AND

THE GOVERNMENT OF THE UNITED KINGDOM OF

GREAT BRITAIN AND NORTHERN IRELAND

ON

CO-OPERATION IN THE ENERGY SECTOR

The Republic of India, represented by the Ministry of Power (herein after referred to as "MoP") and the Ministry of New and Renewable Energy (herein after referred to as "MNRE");

and

The United Kingdom of Great Britain and Northern Ireland ("the United Kingdom"), represented by Department of Energy and Climate Change (hereinafter referred to as "DECC".)

(Hereinafter referred to collectively as the "Participants" and individually as "Participant")

Acknowledging that efficient, affordable, reliable and balanced supply of electricity is instrumental to economic growth, energy security and sustainable development ;

Recognising the important role played by government, industry and research entities in both countries in the energy sector, and the benefits expected from their potential collaboration, in pursuit of enhancing long-term co-operation between the United Kingdom and the Republic of India in the development of the energy sector; and

Desiring to strengthen and promote bilateral cooperation in the energy sector on the basis of equality, reciprocity and mutual benefit for the Participants.

HAVE REACHED THE FOLLOWING UNDERSTANDING:

Paragraph 1

Objective

The Participants, subject to the provisions of this MOU and the laws, rules, regulations and national policies from time to time in force in each country, decide to develop strong, deep and long term cooperation between the two countries in the energy sector on the basis of equality and mutual benefit.

Paragraph 2

Scope of co-operation

The Participants will, subject to the provisions of this MOU, establish a framework for strategic co-operation covering technical, policy, research and commercial aspects of development of the energy sector, in accordance with their national priorities and socio-economic development strategies and goals.

Paragraph 3

Areas of co-operation

- 3.1 Each Participant will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote strategic and technical co-operation in the energy sector for mutual benefit at the official and institutional level in such areas as the Participants approve in writing, which may include, but are not limited to:
- i. Market reforms, regulatory structures and the role of competition in the supply and distribution of electricity, including regulations and incentives for Renewable Energy deployment ;
 - ii. The integration of renewable energy into the grid ;
 - iii. Energy efficiency policies and practice, including industrial energy efficiency and vehicular fuel efficiency ;
 - iv. Off-shore wind energy and solar energy;
 - v. Smart grids;
 - vi. Energy storage and new energy technologies ;
 - vii. Capacity building of renewable energy institutions ;
 - viii. Off-grid renewable energy services ;
 - ix. Tidal Energy
 - x. Any other area of co-operation approved in writing by the Participants.

Paragraph 4

Forms of co-operation

- 4.1 The forms of co-operation under this MOU will include but are not limited to:
- a. Exchange of publicly available scientific and technical information;
 - b. Facilitating dialogue through organisation of conferences, seminars, workshops and other meetings on agreed topics;
 - c. Exchange of policy, technical and academic experts, including those from government, industry and other non-government sectors, and the facilitation of links and collaboration between expert institutions and organisations, including on R&D;
 - d. Facilitating commercial links between industry bodies, corporations and business;
 - e. Provision of technical assistance and other support through relevant projects initiated by the United Kingdom, where these projects receive the necessary approvals. Project-specific MOUs may also be developed, as appropriate, from time-to-time;
 - f. Identification of specific areas/projects which may be explored and developed further in future;
 - g. Any other form of co-operation approved in writing by the Participants.
- 4.2 The Participants will coordinate the activities, as appropriate, under this MOU. Nothing in this MOU will be construed to prejudice existing or future arrangements for co-operation between the Participants.

Paragraph 5

Designated Authorities

The designated authorities responsible for the implementation of this MOU on behalf of the Government of India will be the Ministry of Power (MoP) and the Ministry of New & Renewable Energy (MNRE), and on behalf of the Government of

the United Kingdom will be the Department of Energy and Climate Change (DECC).

Paragraph 6

Implementation

- 6.1 Two Joint Working Groups, one on Power and the other on Renewable Energy Sector, (hereinafter referred to as the "JWGs") will be established. The JWGs will be responsible for the implementation of cooperation in the areas identified in this MoU.
- 6.2 The JWGs will be chaired by the MoP and MNRE in India jointly with the Department of Energy and Climate Change in the United Kingdom.
- 6.3 The JWGs may also nominate members from the concerned departments, agencies and other organisations representing their respective countries to participate in JWG meetings and facilitate co-operation in the areas identified in the MOU.
- 6.4 The JWGs will meet once a year alternately in India and UK or as mutually agreed.
- 6.5 Each Participant will designate a contact point for co-ordination and liaison for the JWGs.
- 6.6 Each JWG will develop a Programme of Action (PoA) and implementation plan covering the activities to be undertaken under this MOU.
- 6.7 Each JWG may establish one or more Task Forces to implement, under its supervision and direction, any aspect of the PoA.
- 6.8 Each JWG will, at its meetings, review the areas of co-operation and the progress of implementation of the PoA.
- 6.9 The two JWGs will report to a Steering Committee, jointly chaired at the Secretary level from both the sides. The Indian side will be jointly represented by Secretary (Power) and Secretary (NRE).

- 6.10 The Steering Committee will provide overall policy direction for areas of cooperation taken up pursuant to this MOU.
- 6.11 The Steering Committee will meet once a year.

Paragraph 7

Financial Arrangements

- 7.1 Each Participant is responsible for the costs of its participation in all co-operative activities carried out under this MOU unless the Participants decide otherwise in writing. Each Participant's participation in the co-operative activities under this MOU is subject to the availability of funds, resources, and personnel, and is to be conducted in accordance with the Participant's domestic laws and regulations.
- 7.2 Notwithstanding anything contained in Paragraph 7.1 above, expenses for organizing the meetings of the Working Groups will be borne by the Participant hosting the meetings.

Paragraph 8

Effect of Memorandum of Understanding

This MOU will not affect any rights or obligations provided under any bilateral Agreement concluded between the Participants.

Paragraph 9

Revision, Modification and Amendment

- 9.1 Either Participant may request in writing a revision, modification or amendment to all or any part of this MOU.
- 9.2 Any revision, modification or amendment approved by the Participants will be written into the MOU.

- 9.3 Such revision, modification or amendment will come into effect on such date as may be determined by the Participants.
- 9.4 Any revision, modification or amendment will not prejudice the benefits and commitments arising from or based on this MOU before or up to the date of such revision, modification or amendment.

Paragraph 10

Settlement of Disputes

Any difference or dispute between the Participants concerning the interpretation or application of any of the provisions of this MOU will be settled amicably through mutual consultation and / or negotiations between the Participants through diplomatic channels.

Paragraph 11

Entry into Effect, Duration and Termination

- 11.1 This MOU shall come into effect on the date of its signing and will remain in operation for a period of five (5) years. Thereafter this MOU will be renewed automatically for further periods of five years at a time unless either Participant objects.
- 11.2 Notwithstanding anything contained in paragraph 11.1 above, either Participant may terminate this MOU at any time by giving the other Participant Notice in writing of its intention to terminate this MOU. The termination will take effect six months after the date of the Notice.
- 11.3 The termination of this MOU will not affect the implementation of on-going projects and / or programmes which have been agreed before the date of the termination of this MOU.

IN WITNESS WHERE OF, the undersigned being duly authorized thereto by their respective Governments, have signed this MOU.

Signed at London on 11th November (Month) 2015 in two originals, each in Hindi and English languages, both texts being equally valid. In the event of any divergence in interpretation between the two texts, the English text will prevail.



High Commissioner of India

For the Government of the
Republic of India



For the Government of
the United Kingdom of
Great Britain and Northern Ireland