

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MINISTRY OF NEW AND RENEWABLE ENERGY,
GOVERNMENT OF INDIA

AND

THE MINISTRY OF ENERGY
GOVERNMENT OF THE KINGDOM OF THAILAND

ON

ENHANCED COOPERATION IN THE FIELD OF RENEWABLE ENERGY

PREAMBLE

WHEREAS, the Ministry of New and Renewable Energy of the Government of India and the Ministry of Energy of the Government of the Kingdom of Thailand (hereinafter referred as "Parties") recognize the crucial role of renewable energy sources in augmenting the energy requirements of the two countries.

And WHEREAS, the parties desire to cooperate through exchange of technical expertise, joint research and development activities in non-conventional energy resources, information networking and exchange and other related activities in furtherance and successful adoption of non-conventional energy technologies and their commercialization and resultant benefit to both countries;

NOW THEREFORE, in consideration of the foregoing premises and undertaking, the parties hereby agree as follows:-

Article 1
Objectives

1.1 To collaborate in research and development in the field of renewable energy specifically in the areas of photovoltaic, solar thermal, biogas, biomass, small hydro, wind energy and any other technological application. Demonstration, promotion and commercialization of the cited technologies will be pursued on the basis of equality and joint benefit as mutually agreed upon by the Parties: and,

1.2 To undertake collective efforts for the preparation and effective implementation of a "Programme for Cooperation" which will provide a systematic and organized outline of activities.

Article 2
Areas of Cooperation

- 2.1 To jointly undertake appropriate technology transfer activities through conduct of basic and applied research and development activities, installation of demonstration facilities, technical experts exchange programme, sponsorship and conduct of training, conferences and other similar activities in renewable energy;
- 2.2 To initiate and institutionalize information networking and exchange;
- 2.3 To solicit and/or extend financial assistance for the implementation of a Programme for Cooperation and earmark funds needed within each country to carry out the objectives of this Memorandum of Understanding; and,
- 2.4 To identify relevant national partners in the implementation of their respective country's Programme for Cooperation.

Article 3
Cooperation Method

- 3.1 The cooperation of the two parties in the above-mentioned areas should be conducted by means of:
 - i) Exchange of scientific and technological information and material in the field of renewable energy. This could include exchange of papers, technical codes and standards, technical magazines and books, information on new equipment and scientific research output, and encouraging research institutions of the two countries to commence linkage and co-operation.
 - ii) Sending of governmental, professional or enterprise level delegations for visits, lectures or project negotiations in the area of renewable energy on the basis of mutual benefit and consent.
 - iii) Organization of bilateral scientific and technical seminars and courses, joint identification of scientific and technical problems, formulation and implementation of joint research and development and demonstration projects on application of renewable energy technologies for augmenting energy availability in a cost-effective manner.
 - iv) Mutually accepting and exchanging personnel for training, practice and study in the area of renewable energy in the other country, whenever felt necessary.
 - v) Engagement of experts from the other side for joint work and for providing technical consultation.
 - vi) Setting up of technical demonstration projects in areas of renewable energy as mutually agreed upon.

Other forms of scientific, technical and industrial co-operation may be explored in renewable energy areas as may be mutually agreed upon.

Article 4 Joint Committee

4.1 The Parties shall establish a Joint Committee to execute and monitor the Programme of Cooperation. Each Party shall designate a co-chairman and two members of the Joint Committee. The Joint Committee shall adopt procedures for its operation and shall ordinarily meet every year in the Republic of India and Kingdom of Thailand, alternatively.

4.2 The Joint Committee shall plan and coordinate cooperation in scientific and commercial development in renewable energy, and monitor and facilitate such cooperation. The Joint Committee shall also consider proposals for the further development of cooperative activities in specific areas and recommend measures and programmes.

4.3 Subject to the provision of this Memorandum of Understanding, the international travel and other incidental expenses of the Joint Committee exchanged between the two countries shall be borne by the sending country, while the expenses for internal travel if necessary, shall be borne by the host country.

Article 5 Status of Property

5.1 After completion of the activities/projects under the Programme for Cooperation with the supervision of the Parties, all equipment and facilities under this Memorandum of Understanding shall be turned over in full ownership to the Party where it is located and work is executed.

5.2 All materials and equipment shall remain at the unrestricted utilization and access of the Parties for the implementation and fulfillment of their respective tasks during project execution.

5.3 The Parties shall have the option to donate, cede, assign and/or dispose off gratuitously or for value all materials and equipment obtained by virtue of this Memorandum of Understanding in favour of any qualified person or entity, whether public or private.

Article 6 Information

6.1 The Parties shall agree to supply each other in the best of their ability with all information in the English language necessary for the project implementation. They shall provide each other with relevant information regarding the progress of the project.

6.2 Transmission of Confidential information by either Party and bearing a restrictive designation shall not be made available to any third party except the respective government without prior written consent and approval by the Party having disclosed such information and subject to such terms as may be stipulated by that party. Unless otherwise provided, the third party shall be obliged on its part to treat such information as confidential.

6.3 Either Party shall be entitled to use any information received from the other party in accordance with the stipulation of 6.2 thereof.

6.4 The Parties agree to evaluate the joint project and to exchange the results at regular intervals. After completion of the project each contracting party shall submit to the other a detailed evaluation and final report.

Article 7 Project Results

Research results obtained during and within the performance and duration of the undertaking under this Memorandum of Understanding and which are mutually determined by the Parties as non-patentable can be utilized freely by the either Party. The Parties and their respective governments are entitled to publish the results of the project making reference to the cooperation under this Memorandum of Understanding

Article 8 Patents

The decision on the patents or other intellectual property rights arising out from the activities under the cooperation programme undertaken under this Memorandum of Understanding shall be made on case-by-case basis.

Article 9 Warranty and Liability

The Parties agree to transmit to each other, to the best of their knowledge and ability, their information on renewable energy technologies, and if required, to make available their materials of equipment. However, the Parties will not assume any warranty for the correctness of information exchanged or the good working condition of the materials or equipment.

Article 10 Dispute Settlement

Any disputes arising out of the interpretation or implementation of this Memorandum of Understanding shall be settled by consultation or negotiation between the Parties.

Article 11
Amendments

Amendments, modifications or alterations to this Memorandum of Understanding may be made, if necessary by exchange of letters between the Parties based on mutual consultation.

Article 12
Entry Into Force and Termination

This Memorandum will come into effect from the date of its signature and shall remain in force for a period of five (5) years. Thereafter it may be automatically renewed for a similar period of five years at a time, unless either party terminates it by giving a written notice of its intention to other at least six months before the expiry of the MoU.

IN WITNESS WHEREOF the following representatives duly authorized thereto by their respective Governments have signed this Memorandum.

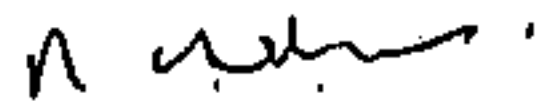
DONE at New Delhi on Twenty Sixth June 2007 in two originals each in Hindi and English languages, both texts being equally authentic. In case of any divergence in interpretation, the text in English shall prevail.

Ministry of New and Renewable Energy



Mr. Vilas Muttemwar
Minister of New & Renewable Energy

Ministry of Energy



Mr. Piyasvasti Amranand
Minister of Energy