#### MEMORANDUM OF UNDERSTANDING BETWEEN

# THE MINISTRY OF NEW AND RENEWABLE ENERGY OF THE GOVERNMENT OF THE REPUBLIC OF INDIA

#### AND

## THE MINISTRY OF ENERGY OF THE GOVERNMENT OF THE REPUBLIC OF GUINEA

ON

#### CO-OPERATION IN THE FIELD OF RENEWABLE ENERGY

#### **PREAMBLE**

The Ministry of New and Renewable Energy of the Government of the Republic of India and the Ministry of Energy of the Government of the Republic of Guinea (hereinafter collectively referred to as the "Parties" and individually as the "Party").

Having identified Renewable Energy as a common area of interest; and

Desiring to establish cooperation between the Indian and Guinean entities with the aim of promoting use of Renewable Energy and developing Renewable Energy Technologies.

HAVE REACHED THE FOLLOWING UNDERSTANDING:

## ARTICLE I OBJECTIVE

The objective of this Memorandum of Understanding (MoU) is to establish the basis for a cooperative institutional relationship to encourage and promote bilateral technical cooperation in the field of renewable energy on the basis of mutual benefit, equality and reciprocity between the Parties.

## ARTICLE II AREAS OF COOPERATION

The Parties shall, 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 and promote cooperation in the field of renewable energy. The areas of cooperation shall focus on the development of renewable energy technologies in following areas:

- a. Solar Energy
- b. Wind Energy
- c. Biomass/Bio-energy/Waste to energy
- d. Small Hydro
- e. Storage and Capacity Building

### ARTICLE III MODALITIES OF COOPERATION

Cooperation under this MoU may take the following modalities:

- a. Exchange and training of scientific and technical personnel;
- b. Exchange of scientific and technological available information and data;
- c. Organization of workshops, seminars and working groups;
- d. Development of joint research or technical projects on subjects of mutual interest; and
- e. Other modalities as may be decided upon by the Parties.

## ARTICLE IV JOINT WORKING GROUP

In order to coordinate the above mentioned activities and decide upon project proposals related to design and development of various renewable energy technologies, the Parties will establish a "Joint Working Group" (JWG) with the following functions:

- a. Identifying areas of mutual interest and cooperation for development of renewable energy technologies, systems, sub-systems, devices, components etc.;
- b. Monitoring and evaluating cooperation activities; and

c. Any other activities as may be agreed upon by the Parties in writing.

The Parties shall designate one main representative each to the Joint Working Group for the aforesaid activities. The Joint Working Group will to the extent possible conduct the work through electronic communication but meet alternately in India and Guinea whenever considered necessary.

The Joint Working Group can co-opt other members from scientific institutions, research centres, universities or any other entity, as and when considered essential.

## ARTICLE V FINANCING

Each Party shall bear its own costs in all programmes of cooperation and meetings of Joint Working Group contemplated under this MoU.

#### ARTICLE VI SETTLEMENT OF DISPUTES

Any dispute concerning the interpretation or application of this MOU shall be settled amicably through mutual consultation and / or negotiations between the Parties.

## ARTICLE VII AMENDMENTS

The MoU can be amended, revised or modified by mutual decision of the Parties through exchange of letters between the Parties.

#### ARTICLE VIII COOPERATION UNDER ISA

The Parties appreciate and support the International Solar Alliance (ISA) launched on 30 November, 2015 on the sidelines of 21st Conference of Parties to the United Nations Framework Convention on Climate Change held in Paris, France and recognize the critical role they can play in development and deployment of solar energy.

The Parties shall jointly work together to achieve ISA objectives for accelerated development and deployment of solar energy by facilitating availability of technologies, finances, research

and development and capacity building, and also put joint efforts to make ISA a strong intergovernmental organization.

# ARTICLE IX ENTRY INTO FORCE, DURATION AND TERMINATION

This MOU shall enter into force on the date of its signature and shall remain in force for a period of five (5) years. Thereafter this MoU shall automatically stand renewed till such time either of the Parties decides to terminate the same. Such decisions will be communicated in writing to the other Party at least three (3) months prior to its termination. The termination of this MoU will not affect the validity and duration of any on-going programme and projects under this MoU.

This MoU is not legally binding and does not create any rights or obligations for the Parties under International law.

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

Signed at Conakry on this day 02 August of the year 2019 in two (2) originals, each in English and French languages, all texts being equally authentic. In case of any divergence in interpretation, the English text shall prevail.

Signature:

Name: Shri T. S. Tirumurti

Designation: Secretary (ER), Ministry of External Affairs

FOR THE MINISTRY OF NEW AND RENEWABLE ENERGY OF THE GOVERNMENT OF THE REPUBLIC OF INDIA

Signature:

Name: **Dr. Cheick Taliby Sylla** Designation: Minister of Energy

FOR THE MINISTRY OF ENERGY OF THE GOVERNMENT OF THE REPUBLIC OF GUINEA