

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF NEW AND RENEWABLE ENERGY
OF THE REPUBLIC OF INDIA
AND
THE MINISTRY OF ENERGY AND MINERAL RESOURCES
OF THE REPUBLIC OF INDONESIA
ON
NEW AND RENEWABLE ENERGY COOPERATION

The Ministry of New and Renewable Energy of the Republic of India and the Ministry of Energy and Mineral Resources of the Republic of Indonesia, hereinafter referred to singularly as "The Party" and collectively as "The Parties"

DESIRING to strengthen the cooperation between The Parties with the aim of developing new and renewable energy technologies;

REFERRING to the Agreement between the Government of the Republic of Indonesia and the Government of the Republic of India Concerning Technical and Scientific Cooperation, signed in Jakarta on 10 February 1982;

PURSUANT to the prevailing laws and regulations of their respective countries;

HAVE REACHED the following understanding:

Article I
OBJECTIVE

The objective of this Memorandum of Understanding is to establish the basis for a cooperative institutional relationship to encourage and promote technical bilateral cooperation on new and renewable energy issues on the basis of mutual benefit, equality and reciprocity.

Article II
AREAS OF COOPERATION

Cooperation under this Memorandum of Understanding may include the following:

1. Capacity building;
2. Exchange of scientific and technological information and data;
3. Transfer of technology on non-commercial basis;

4. Development of joint research or technical projects on subjects of mutual interest;
5. Encouragement and promotion of investment;
6. Encouragement of policy dialogue; and
7. Other areas as may be agreed upon by the Parties.

**Article III
EXECUTING INSTITUTION**

Executing Institutions for this cooperation shall be:

1. The Ministry of New and Renewable Energy of the Republic of India; and
2. For the Ministry of Energy and Mineral Resources of the Republic of Indonesia: the Directorate General of New, Renewable Energy and Energy Conservation.

**Article IV
WORKING GROUP**

1. For the purpose of discussion and implementation of various issues pertaining to this Memorandum of Understanding, the Parties may set up a Joint Working Group. The Joint Working Group will elaborate cooperation under this Memorandum of Understanding.
2. The Joint Working Group, consisting of the representatives of the Parties, may meet periodically on mutually determined dates by the Parties alternately in Indonesia and India. Each Party will cover its own expenses relating to its participation in the meetings of the Joint Working Group.

**Article V
PARTICIPATION OF THIRD PARTIES**

When it is considered essential, and by mutual agreement of the Parties, the Joint Working Group may invite the participation of third parties from scientific institution, research centers, universities or any other entity for assisting the implementation of this Memorandum of Understanding.

**Article VI
CONFIDENTIALITY**

1. Each Party shall treat all documents, information and other data exchanged, received or supplied directly or indirectly to the other Party under this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding as confidential, unless agreed otherwise in writing by the Parties.

2. If either of the Party wishes to disclose confidential activities under this Memorandum of Understanding to any third party, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made.
3. The Parties agree that the provision of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.
4. The provisions of this Article shall not prejudice to the prevailing laws and regulations of the Parties.

**Article VII
INTELLECTUAL PROPERTY RIGHTS**

1. The protection of intellectual property rights shall be enforced in accordance with laws and regulations of the Parties.
2. In case of specific arrangements, programs, or projects may result in intellectual property, the Parties may include separate arrangements.

**Article VIII
LIMITATION OF PERSONNEL ACTIVITIES**

1. All personnel engaged in activities under this Memorandum of Understanding will observe, respect and comply with the laws and regulations of the host country and shall avoid conducting any activities inconsistent with the purpose and objectives of this Memorandum of Understanding.
2. Any violation of paragraph 1 of this Article may result in revocation of all permits of the personnel concerned and other necessary measures in accordance with the prevailing laws and regulations of the host country.

**Article IX
SETTLEMENT OF DISPUTES**

Any differences arising out this Memorandum of Understanding shall be settled amicably by mutual consultation or negotiation between the Parties, through diplomatic channels.

**Article X
AMENDMENT**

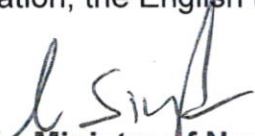
This Memorandum of Understanding may be amended at anytime by mutual written consent of the Parties. Any amendments may come into force on the date agreed by the Parties. The amendments shall form as an integral part of this Memorandum of Understanding.

Article XI
ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Memorandum of Understanding shall enter into force on the date of its signing.
2. This Memorandum of Understanding shall remain in for a period of 5 (five) years and shall be automatically renewed for consecutive periods of 5 (five) years, at a time.
3. Either Party may terminate this Memorandum of Understanding at any time by giving written notification to the other Party regarding its intention to terminate this Memorandum of Understanding at least 90 (ninety) days prior to the intended date of termination.
4. Termination shall not affect the completion of program made under this Memorandum of Understanding, unless the Parties agree otherwise.

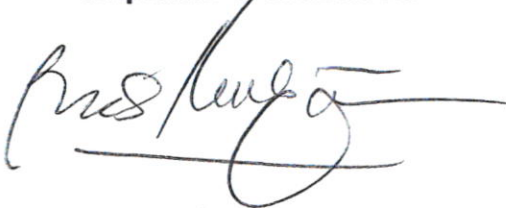
IN WITNESS WHEREOF, the undersigned duly authorized thereto, have signed this Memorandum of Understanding.

DONE at Jakarta on 02 November 2015 in two originals each in English, Indonesian and Hindi Language all texts being equally authentic. In case of any divergence in interperetation, the English text shall prevail.


For the Ministry of New and
Renewable Energy
Republic of India


GURJIT SINGH
Ambassador of India to
Indonesia

For the Ministry of Energy and
Mineral Resources
Republic of Indonesia


RIDA MULYANA
Director General of New,
Renewable Energy and Energy
Conservation