

**MEMORANDUM OF UNDERSTANDING ON COOPERATION IN
THE FIELD OF NEW AND RENEWABLE ENERGY BETWEEN
THE MINISTRY OF NEW AND RENEWABLE ENERGY OF THE
REPUBLIC OF INDIA AND THE NATIONAL ENERGY
COMMISSION OF THE REPUBLIC OF CHILE**

The Ministry of New and Renewable Energy of the Republic of India and the National Energy Commission of the Republic of Chile (hereinafter referred to as 'the Parties');

HAVING identified new and renewable energy as a common area of interest.

DESIRING to identify and establish cooperation activities in the field of new and renewable energy between Indian and Chilean entities with the aim of developing and promoting the use of new and renewable energy technologies:

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.

Cooperation activities under this Memorandum of Understanding will be in strict observance to all applicable laws, statutes and in-force regulations applicable to each of the Parties and to the principles related to the administration of resources in each country.

Any provision in this Memorandum of Understanding will not be interpreted in such a way that compels the Parties to collaborate in any activity forbidden by the law in their respective jurisdictions.

ARTICLE II MODALITIES OF COOPERATION

Cooperation under this Memorandum of Understanding 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) organisation of workshops, seminars and working groups;
- d) transfer of equipment, know-how and technology, on non-commercial basis;
- e) development of joint research or technical projects on subjects of mutual interest;
- f) other modalities as may be agreed upon by the Parties.

ARTICLE III COORDINATION AND FOLLOW UP

In order to coordinate the above-mentioned activities and decide upon project proposals related to design and development of various new and renewable energy technologies, the Parties shall establish a 'Joint Committee' with the following functions:

- a) identifying areas of mutual interest and cooperation for development of new and renewable energy technologies, systems, sub-systems, devices, components, etc.
- b) monitoring and evaluating cooperation activities; and
- c) any other activities agreed upon in writing by the Parties.

The Parties shall designate a representative each to the Joint Committee. For the aforesaid activities, the Joint Committee shall to the extent possible conduct its work through electronic communication, but meet alternately in Chile and India, and when this is deemed necessary.

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

The Joint Committee may develop Work Plans of cooperation activities as needed, which should include information related to the project, such as purpose, scope, expected results, resources required, intellectual property and other related aspects. The acceptance of the Annual Work Plan shall be appended to this instrument in writing, signed by the main representative of the Joint Committee.

ARTICLE IV CONFIDENTIALITY OF INFORMATION

The Parties shall freely use any information exchanged in conformity with the provisions of this Memorandum of Understanding except in the cases where the Party or authorized persons providing such information have previously made known the restrictions and reservations concerning its use and dissemination.

The Parties shall take all appropriate measures in accordance with their respective national laws and regulations to respect the restrictions and reservation and to protect intellectual property rights including commercial and industrial secrets transferred between authorized persons within the jurisdiction of the State of either Party.

ARTICLE V FINANCING

The Parties accept that all costs arising from the cooperation activities under this Memorandum of Understanding shall be assumed by the Party who incurs them, unless otherwise stipulated in writing.

Each Party shall conduct the activities provided for in this Memorandum of Understanding subject to applicable laws, regulations, budget allocation, availability and statutory authority of appropriated funds and personnel. The Parties shall establish, in writing, the details for the financing of each particular activity before commencing such activity.

ARTICLE VI SPECIFIC AGREEMENTS

Cooperation activities under the Memorandum of Understanding shall be established in specific agreements in writing by mutual consent of the Parties, and shall be implemented in accordance with the national legislation of the Parties.

ARTICLE VII EXCHANGE OF PERSONNEL

Each Party shall make the necessary arrangements with the competent authorities for the entry, stay and departure permits of the participants officially involved in the cooperation activities that result from this Memorandum of Understanding. These participants shall be subject to the migratory, fiscal, customs, sanitary and security provisions in force in the receiving country and shall not be able to participate in any other activity that does not pertain to their functions, without the previous authorization of the competent authorities in this subject. The participants shall leave the receiving country according to the law and provisions of such country.

ARTICLE VIII LABOUR RELATIONSHIP

The personnel assigned by each of the Parties to the execution of the cooperation activities under this Memorandum of Understanding shall continue under the direction and dependence of the institution to whom they pertain, and shall not create any labour relationship with the other Party, which in no case shall be considered as a substitute employer.

Both Parties shall assure that the personnel assigned to the execution of the activities set forth in the present Memorandum of Understanding, have medical, personal damage and life insurance, so that, if a damage results from such activities derived from the present instrument, repair or indemnification shall be covered by the corresponding insurance company.

**ARTICLE IX
OTHER AGREEMENTS**

Cooperation under this Memorandum of Understanding shall not affect the rights and obligations of the Parties arising from international agreements to which they are Party.

**ARTICLE X
SETTLEMENT OF DISPUTES**

Any dispute concerning the interpretation or application of this Memorandum of Understanding shall be settled amicably by negotiations and mutual consent between the Parties.

**ARTICLE XI
ENTRY INTO FORCE, AMMENDMENTS AND TERMINATION**

This Memorandum of Understanding shall enter into force on the date of signing and shall remain in force unless either of the Parties, decide to terminate it, through written notification to the Other, at least ninety (90) days in advance to the date of termination.

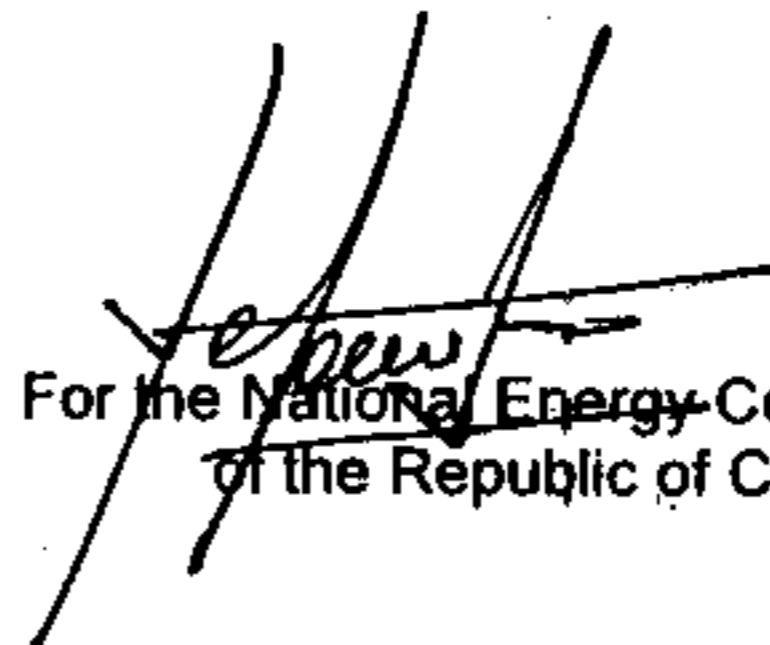
This Memorandum of Understanding may be amended by mutual written consent of the Parties, specifying the date of entry into force of such amendments.

The anticipated termination shall not affect the ongoing activities developed between the executive agencies.

Signed at New Delhi on 17th March 2009, in two originals each in Hindi, Spanish and English languages, all texts being equally authentic. In case of divergence, the English text shall prevail.



For the Ministry of New and Renewable
Energy of the Republic of India



For the National Energy Commission
of the Republic of Chile