

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF INDIA

AND

**THE GOVERNMENT OF THE DEMOCRATIC
SOCIALIST REPUBLIC OF
SRI LANKA**

FOR

**COOPERATION IN THE FIELD OF RENEWABLE
ENERGY**

The Government of the Republic of India (GoI) and the Government of the Democratic Socialist Republic of Sri Lanka (GoSL), hereinafter collectively referred to as "the Parties" and individually referred to as a "Party";

Taking into consideration the close and friendly relations between the two countries and their people;

Aiming to strengthen further the robust development partnership between the two countries;

Keeping in view the development priorities of GoSL;

Contributing to fulfilment of the vision of GoSL to ensure that 70 percent of Sri Lanka's national power requirements are met by renewable energy sources by 2030; and

Acknowledging the mutual desire to expand cooperation in the field of renewable energy;

Have reached the following understandings:

ARTICLE I OBJECTIVE

- (1) The Parties agree to promote and strengthen cooperation in the field of renewable energy by jointly undertaking and/or facilitating power generation projects and dedicated transmission infrastructure by private and public sector enterprises from India and Sri Lanka that would inter alia utilize solar energy, wind energy including off shore wind, and biomass at mutually agreed locations in Sri Lanka, including locations in the Northern and Eastern provinces. The power generated through such projects may be transmitted to India or used in Sri Lanka as per the requirement of the Parties, including by creating suitable infrastructure for transmission of power between the two countries for which a Detailed Project Report is separately under consideration of the concerned entities. Separate documents such as Memorandum of Understanding, contract etc. (as may be necessary), will be concluded, between the relevant entities for each renewable energy project which is mutually decided to be executed under the framework of this Memorandum of Understanding (MoU).

- (2) The areas of cooperation in this context may include:
- (i) Upgrading the level of technologies and their applications in the field of renewable energy;
 - (ii) Exchange of knowledge, experience and expertise in the field of renewable energy;
 - (iii) Assisting the development of the necessary regulatory framework;
 - (iv) Promoting investment in development of renewable energy including the creation of power transmission infrastructure that enables mutually beneficial two-way trade in power between India and Sri Lanka;
 - (v) Development and localization of value chains in the field of renewable energy;
 - (vi) Capacity building through supply of equipment, training etc.; and
 - (vii) Any other field agreed upon by the Parties within the framework of this MoU.
- (3) The Parties further agree to commence and complete work within mutually agreed timelines as may be decided by the Joint Working Group referred to in Article IV of this MoU, for all mutually agreed projects and activities undertaken within this MoU.

ARTICLE II OBLIGATION OF THE PARTIES

- (1) The Parties shall undertake or facilitate mutually agreed projects for development of renewable energy and power transmission infrastructure as mentioned in Paragraph (1) of Article I of this MoU. The Parties will set up action plans for each of the fields of cooperation mentioned in this MoU. This cooperation shall be in accordance with the national laws and other sector specific rules, regulations and guidelines of Sri Lanka for projects and activities taking place under this MoU within the territorial jurisdiction of Sri Lanka.
- (2) GoSL shall be responsible for:

- (i) Facilitating the developer to identify suitable project sites and obtaining all relevant approvals for execution of the project;
 - (ii) Facilitating the obtaining of investments.
- (3) Gol shall be responsible for:
- (i) Assisting GoSL in preparing project proposals along with preliminary cost estimates;
 - (ii) Encouraging direct cooperation between Indian and Sri Lankan public and private sector enterprises/companies;
 - (iii) Stimulating mutual investment and other forms of economic cooperation for the project; and
 - (iv) Facilitating exchange of expertise and technical know-how in areas within the ambit of this MoU.

ARTICLE III NODAL MINISTRY

The Ministry of New and Renewable Energy would be the Nodal Ministry from the Gol and the Ministry of Power and Energy would be the Nodal Ministry from the GoSL, unless otherwise designated by the Parties.

ARTICLE IV JOINT WORKING GROUP

- (1) The Parties agree to constitute a Joint Working Group (JWG) to facilitate cooperation under this MoU, Co-Chaired by a Nodal Officer, nominated by each Party.
- (2) The Parties will nominate their respective members to the JWG in equal number for coordinating and monitoring all activities to be carried out under the auspices of this MoU. The JWG will meet every 6 months, or at such intervals as deemed necessary by the Co-Chairs.

ARTICLE V DISPUTE SETTLEMENT

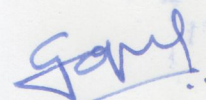
Any differences or disputes between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiation between the Parties through diplomatic channels, without reference to any third party or International Tribunal.

ARTICLE VI
ENTRY INTO FORCE, VALIDITY, RENEWAL AND TERMINATION

- (1) This MoU shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force for a period of five years from the date of its signature. Thereafter, the MoU will be automatically renewed for successive periods of five years each unless terminated by either party by giving, through diplomatic channels, six-months written notice in advance to the other Party of its intention to terminate this MoU. The termination of the MoU shall not affect execution of any project or activity initiated by the Parties prior to the termination, unless otherwise agreed upon in writing by the Parties.
- (2) This MoU may be amended/modified by mutual written consent of the Parties.

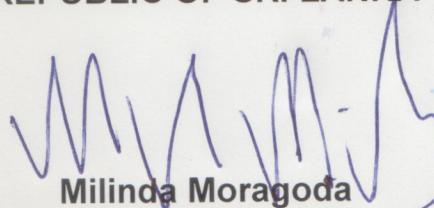
IN WITNESS WHERE OF the undersigned have signed this MoU on the Twenty First day of July Two Thousand Twenty-Three in New Delhi in two originals in English language.

**FOR AND ON BEHALF OF THE
GOVERNMENT OF THE
REPUBLIC OF INDIA**



Gopal Baglay
High Commissioner of India to
Sri Lanka

**FOR AND ON BEHALF OF THE
GOVERNMENT OF THE
DEMOCRATIC SOCIALIST
REPUBLIC OF SRI LANKA**



Milinda Moragoda
High Commissioner of the
Democratic Socialist Republic of
Sri Lanka to India