



MEMORANDUM OF UNDERSTANDING

BETWEEN

MPCON LIMITED

and

REMC LTD

For

Validation, Registration, Verification, issuance
and sale of carbon credits from projects of
Indian Railways / REMC LTD

5/10/21
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REMC Limited
(JV of Ministry of Railways & RITES)
8th Floor, PNB Building,
7, Bhikaji Cama Place,
New Delhi-110068





MoU

This Memorandum of Understanding ("MoU") is made and executed on this Date 25th July 2022 ("Effective Date") at New Delhi by and between.

REMC Ltd (A joint Venture of Ministry of Railways and RITES), a company under Ministry of Railway, Govt. of India incorporated on 16th Aug 2013 under Companies Act 1956 having its Registered Office at 12th Floor, Scope Minar, Laxmi Nagar, New Delhi -110092 and currently operating from 7, PNB Building, 8th Floor Bhikaji Cama Place, New Delhi – 110022, India (hereinafter referred to as "Service Recipient" which expression shall unless repugnant or contrary to the context to be deemed to include its successor (s) and permitted Assign (s) of the ONE PART;

And

"MPCON Limited" (MPCON), a Union Govt. company under the Dept. of Financial Services, Ministry of Finance, Govt. of India, having majority holding of IFCI Limited, a company duly incorporated under the companies act, 1956 and having its registered office at Rajiv Gandhi Bhawan no.2, Ground Floor, 35, Shyamla Hills, Bhopal (M.P.), represented herein by its authorized representative Sh. Manoj Mishra (Head Operations), hereinafter referred to as the "Service Provider" (which expression shall, unless repugnant to the context or meaning thereof so requires or admits, includes its heirs, successors, administrators, executors, attorneys and assigns) of the OTHER PART;

Whereas REMC LTD and MPCON, hereafter individually referred as "Party" and collectively referred to as the "Parties",

All capitalized terms used but not defined herein shall have the respective meanings ascribed to them under the present MOU.

Whereas the REMC LTD and MPCON have agreed to engage in performing the Registration, Verification, Issuance & Purchase of generated Carbon Credits activity of REMC LTD projects as mentioned in Annexure I under CDM (Clean Development Mechanism) / VCS (Voluntary Carbon Standard) / GS (Gold Standard) /GCC Global Carbon Council (GCC) Mechanism, involving the Delivery of Contracted service from "Service Provider" to "Service Recipient" and the subsequent payment by Service Provider to Service Recipient in consideration for such Scope of work. Whereas, this "MoU" reduces the terms of the Transaction between the "Service Provider" and the "Service Recipient".

PREAMBLE:

WHEREAS

A. **MPCON (brief about company)** MPCON Ltd., is a subsidiary of IFCI Limited, a PSU under the Department of Financial Services, Ministry of Finance, Govt. of India. It is the oldest Technical Consultancy Organization, in the Central region which has been working in the field of Entrepreneurship and Skill Development since 1979. The other Shareholders of MPCON are PSU Banks and M.P. State Govt. Corporations.

The core expertise of the company lies in executing project consultancy assignments and training & capacity building in the field of livelihoods promotion. MPCON promotes entrepreneurship in the state of M.P & Chhattisgarh and provides Consultancy services in various industrial sectors including

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Agriculture, Food Processing, IT/ITES, Environment & Energy Projects, CSR implementation, Rehabilitation Studies for Sick Units etc.

B. REMC Ltd is one of the primary agency for implementing Indian Railways vision of achieving Net zero Carbon Emission target by 2030 by exploring the business opportunities for Green Energy, in the field of wind and solar for Indian Railways while synergizing the technical resource base of both organisation i.e. Ministry of Railways and RITES Limited.

NOW THEREFORE, in consideration of the forgoing and all other related factors and mutual covenants contained in this MOU, the parties do hereby agree as follows:

1. REFERENCE: Current/ Upcoming/ Future Renewable Energy (Hydro, Solar, Wind Projects etc.) projects of different capacities and at different location to be installed / commissioned by **Service Recipient (REMC LTD)** as mentioned in **Annexure I**.

2. SCOPE OF WORK

- CPA (Common Practice Analysis) of projects (in Case of GCC),
- Validation of Projects, Registration (In case of new registration in GCC or suitable program),
- First verification, issuance & purchase of carbon credits from projects of **REMC LTD** under (CDM) / (VCS) / (GS) / (GCC) Mechanism.

The brief details about the Projects & responsibilities of MPCON & REMC LTD are described at **Annexure I & II**. The **time line for registration/ verification/ Issuance and purchase of the ERs, financial details, ER calculation, crediting period, Tax implication.** Required List of Documents for Validation & Registration in suitable program, & Verification of carbon credits (ERs), interpretation and definitions etc. will be more specifically described in details in corresponding individual "Agreement" and it would be forming integral part of present "MoU".

3. Implication to register large scale (>15MW) projects in GCC program: To register the large-scale project under GCC program, the bundle projects need to pass from **Common Practice Analysis (CPA)**. If projects fail to clear the CPA then project will not be eligible to register under GCC program. In addition to the latest update from GCC the last date to submit the registration request for A2 type project is 5 July 2022 failing to which the project will not be eligible to register under GCC program, Also MPCON shall not be liable for non-performance if the requisite documents are not submitted within timeline as mentioned in the MOU to perform the registration process.

4. Authorized Representatives: On behalf of MPCON, Managing Director of MPCON or its duly nominated/authorized representative and on behalf of the **REMC Ltd**, its CEO / REMC Ltd or its duly nominated/authorized representative have been duly empowered to act as the executing authorities, for execution/performance of the MOU on behalf of their respective organizations. All formal communications will be exchanged only through these nominated representatives.

5. Effective Date and Duration: This MOU shall come into force for the purpose and intents stated above with effect from the date of signing and shall be valid for a period of three (3) years unless otherwise extended with mutual agreement for a further period in writing, or till the date definitive Agreement/s is entered between the parties as regards the project.

6. Termination: Any party may terminate this MOU by giving Ninety (90) days' notice to other party. Notwithstanding the expiration / termination of this MOU all assignments / jobs already undertaken by the Parties under this MOU by virtue of Project specific agreements shall continue to be performed in



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good faith and due diligence. In case, if agreement terminates by the Service recipient, then it has to compensate with equivalent credits of the same technology.

7. Confidentiality: The Parties to the extent of their respective rights to do so, shall exchange such technical information and data as is reasonably required of by each Party to perform its responsibilities under this MOU. All these information, including without limitation all oral and written information about know-how, industrial secrets, methods, technical data and information, as well as commercial, financial and operational data and information related to this MOU shall be kept in strict confidence and treated as non-public, confidential and proprietary information ("**Information**"). Information which is - when disclosed in tangible form or via electronic communication, including internet-based provision of Information – shall be marked "Confidential" by the Disclosing Party or which is - when disclosed orally or visually – shall be identified as such prior to disclosure and summarized in writing by the disclosing Party and said summary is given to the receiving Party marked "Confidential" within thirty (30) days after such disclosure.

8. The Parties agree to use the Information only for the purpose of this MOU and shall protect such Information from disclosure to others using the same degree of care used to protect their own confidential Information. The Information shall not be reproduced in any form, sold, traded, published or otherwise disclosed to anyone in any manner, whatsoever except as required by one Party to the other Party.

Notwithstanding the foregoing, the Parties may disclose the Information without the other Party's prior written consent only to the extent such Information:

- (i) is already known to the Party as of the date of disclosure;
- (ii) is already in possession of the public or becomes available to the public other than through the act or omission of the Party receiving the information;
- (iii) is independently developed by one of the Parties without reliance on the Information of the Party; or
- (iv) is required to be disclosed under applicable law or by a governmental order, decree, regulation or rule (provided that the requested Party shall give written notice to the other Party prior to such disclosure).

9. Confidentiality obligations concerned herein shall be applicable for a period of three (3) years from the expiry/termination of MOU. Either Party shall return on the request of other Parties any Information / data received by it upon expiration / termination of this MOU.

10. Notices and Communication: All notices and communications concerning this MOU shall be sent to the respective addresses of the parties as below:

"Service Provider"	"Service Recipient"
MPCON Limited Rajiv Gandhi Bhawan no.2, Ground Floor, 35, Shyamal Hills, Bhopal (M.P.)	REMC LTD PNB Building, 8 th Floor Bhikaji Cama Place, New Delhi-110066

11. Indemnity: It shall be responsibility of MPCON to keep **REMC LTD** harmless and indemnified during the entire period of present MOU towards all the transactions undertaken by MPCON with the future prospective buyer(s).

12. Amendments: Any amendments to this MOU shall be in writing and signed by both parties.

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13. Costs: All cost pertaining to operation of this MOU shall be borne by the respective Parties. Any cost towards the third Party / Party (ies), if any shall be mutually discussed and agreed.

14. Settlement of Disputes and Arbitration:

(1) Dispute Resolution

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the Memorandum of Understanding), arise inter-se the parties, in that case parties shall try and resolve the dispute through amicable discussion and resolution at appropriate levels including top management of the Parties.

(2) Arbitration

In the event of any dispute or difference relating to the interpretation and application of the provisions of this MOU between the parties, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and subsequent amendments thereof.

15. Jurisdiction of Courts - The Court at New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of this MOU.

16. Extension of MOU: The present MOU may be extended on the terms & conditions as mutually agreed between the parties for further verification, issuance & purchase of carbon credits (ERs) of future monitoring period.

17. Representations and Warranties:

The parties undertake and warranty that:

- The parties are competent under the applicable laws to enter into the present MOU.
- The parties are undertaking to get all the permissions, licenses, waivers, consents, registrations, approvals and other authorizations of competent authorities required for the execution of the present MOU.
- The Service Provider undertakes that it has all the necessary and requisite rights and permissions to sell the credits.
- The Service Recipient undertakes that it has all the necessary and requisite rights and permission to sell the credits to the Service Provider further.
- The parties represent that there is no bankruptcy and insolvency proceeding pending before them.

18. Non-Solicitation: During the term of this MOU or termination, neither party shall, without the prior written consent of the other party, canvass or solicit for direct or indirect employment of any employee of each other or proceed with any application by or on behalf of that employee for direct or indirect employment. Neither party shall procure any third party to do any of the aforesaid acts.

19. Both the parties shall provide the information as and when required, to each other viz. PAN details, Bank account details, GST details, ESI/PF details, etc.

20. Both the parties to this MOU agree to associate or work together on a case-to-case basis, location basis and non-exclusive basis.



IN WITNESS WHEREOF THE PARTIES HEREIN HAVE HEREUNTO SET THEIR RESPECTIVE HANDS AND SEAL, THE DAY, MONTH AND YEAR FIRST HEREINABOVE MENTIONED.

Authorized Signatory Sign	Authorized Signatory Sign
<p style="text-align: center;"><i>blsingh</i></p> <p style="text-align: center;">(For & On behalf of REMC Ltd)</p> <hr/> <p style="text-align: center;">Shri. Sanjay Singh (General Manager) Date: 25th July 2022</p>	<p style="text-align: center;"><i>MK</i></p> <p style="text-align: center;">(For & On behalf of MPCON Limited)</p> <hr/> <p style="text-align: center;">Shri. Manoj Kr. Mishra (Head Operations) Date: 25th July 2022</p>
<p style="text-align: center;">REMC Limited Location: New Delhi (Ministry of Railways & RITES) Seal & Date: 8th Floor, PNB Building, 7, Bhikaji Cama Place, New Delhi-110066</p>	<p style="text-align: center;">Location: New Delhi Seal & Date:</p>
<p>Witness:</p> <p>1. <i>Parul Mishra</i> (Manager/REMC Ltd) <i>25/7/2022</i></p> <p>2. <i>Manish Tiwari</i> (AGM/REMC Ltd) <i>25/7/2022</i></p>	<p>Witness:</p> <p>1. <i>Ashish Kumar (V.P.)</i> (25/7/22)</p> <p>2. <i>Chiranjeev Singh (Asst. Manager)</i> (25-7-2022)</p>

Enclosed –

- Annexure I - Project details
- Annexure II - Responsibilities of MPCON & REMC Ltd



Annexure I

Eligible REMC /Railways Project Details and Responsibilities of MPCON

A. Projects already registered for carbon credits under GHG Mechanism (CDM/VCS)

- a. Project 3766: Improving Energy Efficiency in Railways' Residential Quarters – Northern Region.
- b. Project 3796: Improving Energy Efficiency in Railways' Residential Quarters – Southern and North East Region
- c. Project 3811: Improving Energy Efficiency in Railways' Residential Quarters – Western Region
- d. Project 3795: Improving Energy Efficiency in Railways' Residential Quarters – Eastern Region
- e. CDM 4119/VCS 1110: 10.5 MW Wind Mill Project of ICF in the state of Tamil Nadu.

B. Projects commissioned/ under implementation stage but not yet registered under any GHG Mechanism

- a. 50.4 MW Wind Power Project on behalf of Central Railway.
- b. 6 MW for non-traction in Maharashtra for CR under Tariff based bidding route
- c. 10.5 MW under EPC in Tamil Nadu for SR
- d. 50 MW Solar power plant on Railway Land at Bhilai

C. Upcoming futuristic projects can be considered on a case-to-case basis.

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Annexure II

Responsibilities of MPCON

<p>1. Validation & Registration (Specifically for GCC only) for other program, process will be same.</p>	<p>2. GCC/CDM Verification & Issuance</p>
<ul style="list-style-type: none"> ● MOU for Advisory Services signing ● Preparation of list of documents/information required ● Receipt of required documents/information from client ● Prepare GCC Project Submission Form (PSF) or PD in case of other program ● Completeness check completed & assigning unique reference number ● GCC Global Stakeholder consultation & make documents available on website ● Appointment of GCC Verifier (DOE/Auditor) ● Project Validation By third party GCC Verifier ● Positive Assessment Process by GCC team ● Completion of GCC Registration Process 	<ul style="list-style-type: none"> ● Preparation of list of documents/information required for verification ● Receipt of required documents/information from client ● Preparation of draft Monitoring Report (MR) and Emission Reduction (ER) sheet ● Submission of documents GCC ● GCC conducts Completeness check & completed Submission of documents in GCC carbon registry ● Appointment of verifier (DOE/Auditor) ● Site Visit Conduction (if required) ● Findings Issuance by Verifier ● Findings Resolution CAR (Corrective Actions Required) / CL (Clarification). ● Final assessment of MR & Verification report ● Completion of ACC (Approved Carbon Credits) Issuance process
<p style="text-align: center;">3. Purchase of Issued CERs</p> <ul style="list-style-type: none"> ● Profiling of the project will be done. ● We will market the project on our buyer network. ● MPCON has sole discretion of selling issued Credits to its partners/associates. ● Rate will be decided by MPCON and will be informed to REMC Ltd. ● Completion of purchase of Issued CER 	

Responsibilities of REMC Ltd

<p>Project Owner Responsibility (REMC LTD)</p> <ul style="list-style-type: none"> ● Provide signed Letter of Authorization (LOA) as per the requirement of GCC to execute the project ● Assistance in Site Visit. ● Releasing Required Documents / Information necessary for verification & issuance process after obtaining the same from Railways. ● Releasing LOA (Letter of Authorization) as per the GCC standard format (Strictly non modifiable). ● Signing of project specific agreement on case-to-case basis.

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