

MEMORANDUM OF UNDERSTANDING

among

REMC Limited

(a JV of Ministry of Railways & RITES Ltd.)

&

The Energy & Resources Institute (TERI)

For

Capacity Building &

Development of Renewable Energy Projects

for Indian Railways

THIS Memorandum of Understanding (“MOU”) is made and executed on this Date **1st August 2022** (“Effective Date”) at New Delhi by and among

REMC Limited (A Joint Venture of Ministry of Railways and RITES), a company under Ministry of Railways, Govt. of India incorporated on 16th August 2013 under the Companies Act 1956 having its Registered Office at 8th Floor, 7, PNB Building, Bhikaji Cama Place, New Delhi-110066 (India) and also currently operating from 7, PNB Building, 8th Floor Bhikaji Cama Place, New Delhi-110066, India (hereinafter referred to as “REMCL” which expression shall unless repugnant or contrary to the context or be deemed to include its successor(s) and permitted Assign(s)) of the **FIRST PART**;

AND

The Energy and Resources Institute, a not for profit organization registered as “Society” operating from Darbari Seth Block, IHC Complex, Lodhi Road, New Delhi – 110003 (hereinafter referred to as ‘TERI’ which expression shall where the context so admits include its successors and permitted assigns) of the other part.

Each of **TERI and REMCL** also referred to herein as the “**Party**” and all two jointly also referred to herein as “**Parties**”

PREAMBLE

WHEREAS

A. TERI is an independent, multi-dimensional organization, with capabilities in research, policy, consultancy & implementation and are innovators & agents of change in the energy, environment, climate change and sustainability space, having pioneered conversations and action in these areas for over four decades.

AND

B. REMCL is one of the primary agencies 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 resources base of both organizations i.e. Ministry of Railways and RITES Limited.

C. The Parties now propose to work together to leverage their core strengths. The Parties have agreed to enter into this Memorandum of Understanding to set forth their understanding and

realize the intent stated above for development of Capacity Building & various Renewable Energy projects. The Parties recognize the need to jointly address issues of public importance pertaining to the capacity building, environment protection and efficient use of energy & Resources, and in particular urgent issues pertaining to use of renewable energy, climate change, sustainable development, conservation and optimal use of land water and other critical resources, energy conservation in the vision of achieving Net Zero Carbon Emission Target of Indian Railways by 2030 and capacity building of employees of the Indian Railways and associated organizations including REMCL.

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 -

Article 1.0 : SCOPE of MOU

1.1 Broad Areas of Cooperation

The REMCL and TERI have identified the following areas of mutual interest for cooperation:

- (i) Capacity building by way of Training/Seminar/field visits & other modes.
- (ii) Green Buildings
- (iii) Performance audit and benchmarking studies – Renewable Energy (RE) and Energy Efficiency (EE)
- (iv) Innovation in solar & other renewable Energy technologies - building case/feasibility study for its use in the Indian Railways (IR)
- (v) Energy efficiency projects
- (vi) Waste to energy projects
- (vii) Consultancy work for preparation of DPR/Feasibility reports.
- (viii) Research work in the areas of net-zero carbon emission target of IR
- (ix) Floating Solar Power Projects.
- (x) Any other activity/activities not listed above but required for successful completion of the project and which is helpful in achieving Net Zero Carbon Mission of Indian Railways & its associate Organizations may also be taken up with mutual consent.

1.2 Projects for Long term Collaboration

- (i) Solar Power Plants & Wind Power Plants Performance Audits
- (ii) Regular training courses for RE integration
- (iii) Innovation and new technology exploration

1.3 Deliverables

The deliverables with respect to each project listed above are as follows:

- (i) Research reports, Concept papers/ Feasibility reports/DPR.
- (ii) Training courses and capacity building workshops
- (iii) Demonstration/pilot project report Comprehensive Policy Paper on issues
- (iv) Methodology & Implementation plan for Renewable Energy Projects.

1.4

- (i) Each of the Parties hereto hereby represents and warrants to each other Party that (a) this MOU has been duly authorized, executed and delivered by such Party and constitutes its valid and binding obligation, enforceable against it in accordance with its terms; and (b) the execution and delivery of this MOU (i) does not require any consent, approval, authorization or order of, or filing with, any governmental agency or body, any court or any other Party, except such as have been obtained or made and are in full force and effect as of the date hereof, and (ii) will not violate any applicable law or regulation or the charter, bylaws or other organizational documents of the undersigned or any order of any governmental agency or body, or breach or conflict with any material agreement to which a Party or by which a Party is bound.
- (ii) The REMCL and TERI have jointly identified projects of mutual interest mentioned in scope of MOU and will continue to identify additional projects for long term collaboration, as required from time to time. The scope of work, financial implications, source of funds, terms of reference & timeline would be determined and agreed to, on a case-to-case basis.
- (iii) Both parties shall cooperate with each other for various projects on a case-to-case basis for which detailed financial and other terms and conditions will be delineated with mutual consent.
- (iv) Both parties will jointly identify financial Resources and facilitate financing of mutually identified projects.
- (v) Without prejudice to their endeavors to work together, both the Parties shall be free to work independently with other organizations as well, in the areas of scope as identified in Article 1 above.
- (vi) Neither party shall incur any liability, financial or otherwise, on behalf of the other party, without prior written consent of the other Party.
- (vii) REMCL and TERI may decide mutually all other matters and projects that have not been specially mentioned or provided in this MoU.



Article 2.0 : RELATIONSHIP BETWEEN THE PARTIES

- 2.1** No Party shall incur any liability, financial or otherwise, on behalf of the other Party, without prior written consent of the other Party. Each Party shall be responsible to co-operate in good faith to fulfill the purpose of this MOU and to perform its extents of work.
- 2.2** Nothing contained in this MoU shall be deemed or construed to create any kind of partnership, trust, association or joint venture between the Parties and nothing in this MoU should obligate the Parties to enter into any such agreement, unless the same is approved by its respective management. The MoU shall not authorize, to be deemed or construed to authorize any Party to act as an agent, representative or servant for any other Party, unless so approved by the management of all the Parties

Article 3.0 RESPONSIBILITIES

- 3.1** Each Party shall be responsible for their respective scope of work for the Project.
- 3.2** Each Party shall be responsible for obtaining and maintaining permits, licenses and other authorizations required as per their respective scope of work.
- 3.3** Each Party shall be responsible for the acts and omissions of its agents, suppliers, and subcontractors.

Article 4.0 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 the 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.

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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.)

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.

Article 5.0 INTELLECTUAL PROPERTY

Intellectual Property rights in all documents, drawings, design, technology, and other information whether in writing, graphic, electronic, or magnetic media provided by one Party or any of its employees, affiliates, agents or consultants to the other Party or any of its employees, affiliates, agents or consultants under or in connection with this MOU shall remain at all times the property of the Party providing such information and material. Nothing in this MOU shall be deemed or in any way construed to grant, convey, or otherwise transfer to the any Party any ownership interest, proprietary right license, or any other similar right with respect to any part of the Information/technology, unless otherwise expressly agreed in a written document signed by duly authorized representative(s) of the parties.



Article 6.0 LIMITATION OF LIABILITY

Any loss and/or liability arising as a result of submission of false information/documents, willful act, willful negligence or non-fulfillment of its obligations by any of the Parties shall be borne by such defaulting Party which shall indemnify and hold harmless the other Parties from and against any claims, proceedings, costs, charges and expenses in respect thereof or in relation thereto. Notwithstanding anything contained to the contrary elsewhere in this MOU, none of the Parties shall be liable for indirect or consequential damages resulting from or arising out of this MOU, including, without limitation, indirect loss of profit or business interruptions.

Article 7.0 EFFECTIVE DATE AND DURATION

This MOU shall come into force for the purposes 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.

Article 8.0 TERMINATION

Any Party may terminate this MOU by giving Thirty (30) 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 good faith and due diligence.

Article 9.0 COST SHARING

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

Article 10.0 SETTLEMENT OF DISPUTES, ARBITRATION & GOVERNING LAW

The MOU shall be governed by Laws of India. 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. In case the amicable discussion and resolution fails, the said Disputes shall be referred for adjudication through a Sole Arbitrator to be appointed under Arbitration & Conciliation Act, 1996, as amended. The venue of arbitration shall be Delhi and the Courts in Delhi shall have exclusive jurisdiction.



Article 11.0 NOTICES

Any notice to be given under this MOU shall be in writing and shall be deemed to have duly and properly served upon the Parties hereto, addressed to the Signatories or the Authorized Representatives of the Signatories at the address mentioned herein

If served to TERI:

The Energy and Resources Institute (TERI)

Darbari Seth Block,

IHC Complex, Lodhi Road,

New Delhi - 110003

Authorized Representative: Shri Remigius Fernandes, Asst.General Manager-PMU

Email: remigius@teri.res.in

If served to REMCL:

REMC Limited, 8th Floor,

7-PNB Building, Bhikaji Cama Place, New Delhi-110022

Authorized Representative: Shri Ajay Kumar Singhal, CEO

Email: aksremcl@gmail.com

Article 12.0 MISCELLANEOUS

- a. Any other matter not included in this MOU but which is necessary for smooth functioning, will be finalized by Parties on mutually agreed Terms & Conditions.
- b. This MOU may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.
- c. This MOU contains the entire understanding and supersedes any and all prior and contemporaneous understanding (oral or written), among the Parties regarding this MOU's subject matter. Except as otherwise provided herein, no addition, amendment to or modification to this MOU shall be effective unless it is in writing and signed by and on behalf of all the Parties by their respective authorized signatories.
- d. This MOU and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto. No Party shall assign or transfer any of their rights and liabilities hereunder to any other Person without the prior written permission of the other

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Parties. Any assignment or transfer without such consent of the other Party shall be deemed null and void.

- e. If any provision of this MOU is held to be invalid or unenforceable, that provision will (so far as it is invalid and unenforceable) be given no effect with effect from the date of such invalidation and will be deemed not to be included in this MOU, but without invalidating any of the remaining provisions.
- f. This Agreement has been executed in Duplicate and each Party has received one (1) copy, and all originals shall be equally valid.

In witness whereof the Parties here of has caused this MOU to be executed, by its duly Authorized Officers as of the date first written above.

For and on behalf of
TERI



Dr. Vibha Dhawan
Director-General

For and on behalf of
REMC Limited



Shri Ajay Kumar Singhal
Chief Executive Officer

Witness:

1. 


2. 

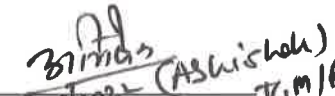
Witness:

1. 

2. 

Witness:

1. 
(RUPESH KUMAR)
GM/REMC L

2. 
01/08/2022 (ASHISH KUMAR)
GM/REMC L