

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF NEW AND RENEWABLE ENERGY OF THE
REPUBLIC OF INDIA
AND THE MINISTRY OF INDUSTRY, TOURISM AND TRADE
OF THE KINGDOM OF SPAIN
IN THE FIELD OF RENEWABLE ENERGY**

The Ministry of New and Renewable Energy of the Government of the Republic of India and the Ministry of Industry, Tourism and Trade of the Government of the Kingdom of Spain (hereinafter referred to as "the Signatories" and individually, as "the Signatory"):

Recognizing that harnessing and developing new and renewable energy sources are among the major strategies embodied in their respective energy policies;

Intending to establish a successful cooperation between their respective countries in matters relating to the development and utilization of new and renewable energy, cognizant of their importance in providing for the energy needs of their respective countries;

Considering that further technological enhancement and availability for the promotion of new renewable energy sources are crucial in the promotion of sustainable development; and

Taking into consideration the crucial role of regulation to ensure the long term supply of new and renewable energies,

Have reached the following understanding:

**SECTION 1
Objective**

The objective of this Memorandum of Understanding (MOU) is to confirm the commitment of the Signatories to collaborate in the field of new and renewable energy. This cooperation shall be pursued on the basis of equality and joint benefit as mutually agreed upon by the Signatories.

Cooperation under this MOU shall not preclude other bilateral or multilateral collaborative activities in the field of new and renewable energy in which either of the Signatories may take part.

SECTION 2 Scope

The scope of this MoU will be the joint development of activities geared toward the promotion of new and renewable energy with special attention to technologies and/or resources based on wind energy, solar energy, hydropower and biofuels, and their promotion and use.

SECTION 3 Areas of Cooperation

The areas of cooperation shall include *inter alia*:

- a. Implementation of new and renewable energy projects that are found to be feasible in areas mutually agreed upon by both Signatories;
- b. Exchange of expertise and the organization of seminars, workshops and other meetings on specific topics and other similar activities in the field of new and renewable energy;
- c. The exchange and networking of information;
- d. Experience sharing in matters related to Regulation, specifically in the areas of "feed-in" tariffs.
- e. Moreover the MoU would also co-opt for other concerned departments/organizations to identify and undertake joint research and development projects in various areas of new and renewable energy, as identified through mutual discussions.

All activities set forth in this section shall be in accordance with the laws and regulations of the respective Signatories. All costs incurred thereof shall be borne by the ordinary annual budget of the respective Signatories.

SECTION 4
Joint Working committee

The Signatories shall establish a Joint Working Committee composed of members nominated by each Signatory. The Joint Working Committee shall meet on a regular basis to review, monitor and discuss matters relating to the areas of cooperation under this MOU as agreed by the Signatories.

SECTION 5
Implementing Arrangement

An Implementing Arrangement shall be formulated by both Signatories to implement the provisions of Section 3.

SECTION 6
Intellectual Property rights

The Signatories shall ensure that any intellectual property right which may arise from the activities referred to in Section 3 of this MOU shall be protected in accordance with the current laws and regulations in their respective countries. The programmes or projects addressed under this MOU shall include provisions regarding any intellectual property rights which may arise out of such individual programmes or projects. Any information obtained under this MOU shall not be made available to any third party unconnected with the Memorandum of Understanding without consent of the other Signatory.

SECTION 7
Dispute Settlement

Any dispute arising from the interpretation of this MOU shall be settled amicably by consultation and negotiation between the Signatories.

SECTION 8
Amendments

This MOU may be amended, revised or modified by mutual agreement between the Signatories. In case of any amendment,

revision or modification of this agreement, this new situation will be regulated in accordance with the specific provisions prior agreed upon between the Signatories.

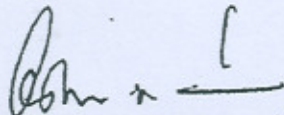
SECTION 9
Application, Duration and Termination

This MOU will commence forthwith and shall remain applicable for a period of 5 years unless either of the Contracting Signatories decides to terminate the same. Such decision shall be communicated in writing to the other Contracting Signatory at least three (3) months prior to its termination. The MoU can be renewed on expiry by mutual consent.

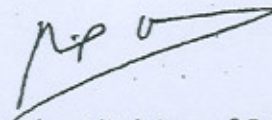
This Memorandum is not legally binding and does not create any rights or obligations for the Signatories under international law.

The termination of this MOU shall not affect the application and duration of any on-going programmes and projects under this MOU.

Signed at _____ on ____ of _____ 2009 in three originals each, in Hindi, Spanish and English language.



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



For the Ministry of Industry,
Tourism and Trade of the
Kingdom of Spain