

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MINISTRY OF NEW AND RENEWABLE ENERGY OF  
THE GOVERNMENT OF THE REPUBLIC OF INDIA  
AND  
MINISTRY OF EDUCATION OF  
THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR  
ON  
CO-OPERATION 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 Education of the Government of the Republic of the Union of Myanmar (hereinafter referred to as the "Parties" and individually as the Party").

Having identified New and Renewable Energy as a common area of interest; and Desiring to establish Cooperation between the Indian and Myanmar entities with the aim of developing New and Renewable energy Technologies.

HAVE REACHED THE FOLLOWING UNDERSTANDING:

#### ARTICLE I

##### OBJECTIVE

The objective of this Memorandum of Understanding (MOU) is to establish the basis for a cooperative institutional relationship to encourage and promote bilateral technical cooperation on new and renewable energy on the basis of mutual benefit, equality and reciprocity between the Parties.

#### ARTICLE II

##### AREAS OF COOPERATION

The Parties will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavor to take necessary steps and promote cooperation in renewable energy. The areas of cooperation will focus on development on new and renewable energy technologies, viz.

- a) Solar Energy
- b) Bio-energy
- c) Wind energy



## ARTICLE III

## 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) Organization 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; and
- f) Other modalities as may be decided upon by the Parties.

## ARTICLE IV

## JOINT WORKING GROUP

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 will establish a "Joint Working Group (JWG) 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 activity as may be agreed upon by the Parties in writing.

The parties will designate one main representative each to the Joint Working Group for the aforesaid activities. The Joint Working Group will to the extent possible conduct the work through electronic communication, but meet alternately in India and Myanmar whenever considered necessary.



The Joint Working Group can co-opt other members from scientific institutions, research centers, universities or any other entity and when considered essential.

#### ARTICLE V

#### FINANCING

Each Party will bear all the costs of its own in all programmes of cooperation and in the meetings of implementing agencies of Joint Working Group contemplated under this MoU.

#### ARTICLE VI

#### SETTLEMENT OF DISPUTES

Any dispute concerning the interpretation or application of this MOU shall be settled amicably through mutual consultation and /or negotiations between the Parties.

#### ARTICLE VII

#### AMENDMENTS

The Memorandum of Understanding can be amended, revised or modified by MUTUAL DECISION OF THE Parties through exchange of letters between the Parties.

#### ARTICLE VIII

#### ENTRY INTO FORCE, DURATION AND TERMINATION

This MOU shall enter into force on the date of its signing and shall remain in force for a period of five (5) years. Thereafter this Memorandum of Understanding will be renewable by the mutual written consent of the Parties, unless either of the Parties decides to terminate the same. Such decisions will be communicated in writing to the other Party at least three (3) months prior to its termination. The



termination of this MOU will not affect the validity and duration of any on-going programme and projects under this MOU.

IN WITNESS THERE OF, the undersigned being duly authorized thereto by their respective Governments, have signed this Memorandum of Understanding.

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

Signed in duplicate at New Delhi on this twenty-nine day of August in the year 2016 in two originals in English language, both texts being equally authentic.

For the Government of  
the Republic of India

For the Government of  
the Republic of the Union of Myanmar



H.E. Shri Upendra Tripathy.

Secretary

Ministry of New and Renewable  
Energy



H.E. U Kyaw Tin

Minister of State

Ministry of Foreign Affairs