

MEMORANDUM OF UNDERSTANDING

AMONG

**NEW ENERGY AND INDUSTRIAL TECHNOLOGY
DEVELOPMENT ORGANIZATION
JAPAN**

AND

**MINISTRY OF FINANCE DEPARTMENT OF ECONOMIC AFFAIRS
GOVERNMENT OF INDIA**

AND

**MINISTRY OF COMMUNICATION AND INFORMATIONAL TECHNOLOGY
DEPARTMENT OF TELECOMMUNICATION
GOVERNMENT OF INDIA**

AND

**MINISTRY OF NEW AND RENEWABLE ENERGY
GOVERNMENT OF INDIA**

AND

GTL INFRASTRUCTURE LIMITED

AND

VIOM NETWORKS LIMITED

CONCERNING

**THE MODEL PROJECT FOR ENERGY MANAGEMENT SYSTEMS IN
TELECOMMUNICATION TOWERS IN INDIA**

This Memorandum of Understanding has been made to clarify agreements among the New Energy and Industrial Technology Development Organization of Japan (hereinafter referred to as "NEDO"), the Ministry of Finance, Department of Economic Affairs, Government of India (hereinafter referred to as "MOF/DEA"), the Ministry of Communications and Information Technology, Department of Telecommunications, Government of India (hereinafter referred as "DOT"), the Ministry of New and Renewable Energy, Government of India (hereinafter referred as "MNRE"), GTL Infrastructure Limited (hereinafter referred as "GIL") and between VIOM Networks Limited (hereinafter referred to as "VIOM"), for joint implementation of The Model Project for a Energy Management Systems in Telecommunication Towers in India (hereinafter referred to as "PROJECT").

NEDO, MOF/DEA, DOT, MNRE, NEDO selected agencies GIL and VIOM hereby agree as follows:

ARTICLE 1 PROJECT OBJECTIVES

The objectives of the PROJECT are to contribute to the efficient use of energy and the protection of the environment in India by installing PV Power Generation station and advanced energy management system including Lithium ion battery (hereinafter referred to as "EQUIPMENT") at the telecommunication towers in India and demonstrating the energy management system using diesel power generators and /or grid power (hereinafter referred to as "TECHNOLOGY"). Efforts will be made to widely disseminate the technology in India through demonstration of the EQUIPMENT.

ARTICLE 2 COOPERATION AMONG NEDO, MOF/DEA, DOT, MNRE, GIL AND VIOM

NEDO, MOF/DEA, DOT, MNRE, GIL and VIOM shall cooperate to implement the PROJECT.

ARTICLE 3 PROJECT SITE

The PROJECT shall be implemented at totally 62 telecom tower sites in India. Detailed information can be found in the "Outline of the EQUIPMENT for the PROJECT" (ANNEX II).

ARTICLE 4

OUTLINE OF THE PROJECT WORK, OVERALL PLAN AND SCHEDULE

1. NEDO, MOF/DEA, DOT, MNRE, GIL and VIOM agree that the PROJECT shall encompass the following work:
 - (a) Surveys required for engineering and design, construction and operation of the EQUIPMENT,
 - (b) Basic planning and engineering and design of the EQUIPMENT,
 - (c) Manufacture and transportation of the EQUIPMENT,
 - (d) Civil work, construction and installation,
 - (e) Commissioning of the EQUIPMENT,
 - (f) Demonstration of the EQUIPMENT, and
 - (g) Dissemination of the TECHNOLOGY in India.
2. The overall work plan and schedule for the PROJECT are set forth in the attached "Implementation Schedule for the PROJECT" (ANNEX I).

ARTICLE 5

PROJECT EQUIPMENT

1. The main items composing the EQUIPMENT for the PROJECT are as follows:
 - (a) Lithium Ion Battery with BMS and DC/DC Converter (18kWh)
 - (b) EMS Controller and EMS Remote Server
 - (c) Solar Photovoltaic Power Generator with MPPT
 - (d) Temperature Sensor and data logger
 - (e) Cable, rack and installation materials
 - (f) Photo-catalyst coat
 - (g) Measurement instrument for electricity consumption, and
 - (h) Other ancillary equipment
2. Additional information on the EQUIPMENT, including detailed descriptions and specifications, can be found in the "Outline of the EQUIPMENT for the PROJECT" (ANNEX II).

ARTICLE 6
WORK SHARING

The work sharing among NEDO, MOF/DEA, DOT, MNRE, GIL and VIOM shall be as set forth in the attached "Table of Work Sharing among NEDO, MOF/DEA, DOT, MNRE, GIL and VIOM" (ANNEX III), and each party shall be responsible for implementing its own work.

ARTICLE 7
COST SHARING

1. NEDO, MOF/DEA, DOT, MNRE, GIL and VIOM shall each be responsible for undertaking the costs of their work as set forth in the attached "Table of Work Sharing among NEDO, MOF/DEA, DOT, MNRE, GIL and VIOM" (ANNEX III).
2. Based on the preceding paragraph, NEDO, MOF/DEA, DOT, MNRE, GIL and VIOM shall each secure the funding necessary for implementing their work as set forth in the attached "Table of Work Sharing among NEDO, MOF/DEA, DOT, MNRE, GIL and VIOM" (ANNEX III).

ARTICLE 8
FACILITATION

1. DOT and MNRE shall facilitate availing of benefits on account of prevailing policy at the time of implementation of the PROJECT regarding exemption of custom duty and excise by issuing certificates in this regard. Any and all taxes, customs duties, and other public charges that may be imposed on EQUIPMENT provided by NEDO in connection with the implementation of the PROJECT shall be borne by "ENTRUSTED PARTY" under the extant Rule and Provision of the Government of India.
2. NEDO shall not be charged any taxes, customs duties, or other public charges that may be imposed on the EQUIPMENT provided by NEDO and shipped to India in connection with the implementation of the PROJECT.
3. Notwithstanding paragraph 2 of this Article 8, any income arising to NEDO from the

EQUIPMENT as is provided by it in India shall be taxed in accordance with the Income Tax Act, 1961, as amended from time to time, and the provisions of the Convention between the Government of Japan and the Government of the Republic of India for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income, as amended from time to time.

4. GIL and VIOM shall acquire, and DOT and MNRE shall facilitate NEDO selected agencies GIL's and VIOM's acquisition of, all necessary permits, licenses and other forms of approval required in India for implementation of the PROJECT. MOF/DEA shall coordinate and provide necessary advice on these matters.
5. NEDO, DOT, MNRE, GIL and VIOM shall each make every effort to ensure the safety of personnel dispatched by each party during the implementation of the PROJECT. All parties shall facilitate the dispatch and reception of personnel and assist in obtaining visas and securing transportation and hotel reservations.

ARTICLE 9 PROJECT IMPLEMENTATION

1. NEDO may entrust its work, which is stipulated in Article 6, related to the PROJECT to other organizations in Japan (hereinafter referred to as "ENTRUSTED PARTY") as necessary and shall immediately notify MOF/DEA, DOT, MNRE, GIL and VIOM in writing of such entrustment.
2. NEDO selected agencies GIL and VIOM shall carry out their work as set forth in the attached "Table of Work Sharing among NEDO, MOF/DEA, DOT, MNRE, GIL and VIOM" (ANNEX III) and DOT and MNRE shall provide necessary guidance, assistance and cooperation to selected agencies by NEDO i.e. GIL and VIOM to facilitate implementation of the PROJECT. MOF/DEA shall also coordinate and provide necessary advice on these matters.

ARTICLE 10 PROJECT ADMINISTRATION

1. NEDO, DOT and MNRE shall each appoint one (1) project implementation representative and one (1) contact person for the implementation of the PROJECT, and

each shall immediately notify the other party in writing of such appointments.

2. NEDO shall appoint one (1) project supervision representative from the ENTRUSTED PARTY and shall immediately notify MOF/DEA, DOT and MNRE in writing of such appointment.
3. NEDO shall appoint one (1) project supervision representative from GIL and VIOM and shall immediately notify DoT, MOF/DEA and MNRE in writing of such appointment.
4. If NEDO, MNRE or DOT changes its project implementation representative, contact person or project supervision representative provided for above, that party shall immediately notify the other party in writing of such change.

ARTICLE 11 LANGUAGE AND STANDARDS

1. Documents, letters and technical documents such as drawings and specifications shall be written in English.
2. In principle, Japanese standards and regulations shall be used in technical documents such as drawings and specifications. Nevertheless, in case those shall not be applied, Indian standards and/or international regulations shall be used.

ARTICLE 12 RESPONSIBILITY AND DAMAGES

1. NEDO, DOT, MNRE, GIL and VIOM shall each be separately responsible and shall each bear their own costs for any damage caused by the work they undertake for the project.
2. NEDO, DOT, MNRE, GIL and VIOM shall not make any claim for compensation against each other in the event of any material damage, injury or loss of life due to an accident, natural calamity or any reason other than willful misconduct or gross negligence.
3. MOF/DEA shall coordinate and provide necessary advice on the matters stated in clauses 1 and 2 of this article.

ARTICLE 13
CONFIDENTIALITY OF TECHNICAL INFORMATION AND TREATMENT OF PROJECT RESULTS

1. NEDO, MOF/DEA, DOT, MNRE, GIL and VIOM shall not, other than for the purposes of implementing the PROJECT, disclose any technical documents or information obtained during the implementation of the PROJECT to an outside party.
2. NEDO, MOF/DEA, DOT, MNRE, GIL and VIOM agree that if a party wishes to disclose the results of the PROJECT to an outside party for any reason other than for the implementation of the PROJECT, the disclosing party must obtain prior written consent from the other parties before any such disclosure can be made.
3. NEDO, MOF/DEA, DOT, MNRE, GIL and VIOM mutually agree to take necessary measures to protect intellectual property rights.

ARTICLE 14
DEMONSTRATION AND DISSEMINATION OF PROJECT RESULTS

1. During and after implementation of the PROJECT, GIL and VIOM shall continue to operate the EQUIPMENT for demonstration of its effectiveness, as long as it can be operated under intended normal conditions.
2. DOT and MNRE shall make efforts to demonstrate the viability and relevance to Indian conditions of the Technology and disseminate the results of the PROJECT in order to achieve the objectives stipulated in Article 1.

ARTICLE 15
EQUIPMENT OWNERSHIP AND TRANSFER

1. During the implementation of the PROJECT, ownership of the EQUIPMENT provided by NEDO in accordance with the "Table of Work Sharing between NEDO, MOF/DEA, DOT, MNRE, GIL and VIOM" (Annex III) shall belong to NEDO.

