

Memorandum of Understanding

Between

Ministry of Public Utilities  
Government of the Republic of Mauritius

And

Ministry of Non Conventional Energy  
Sources  
Government of the Republic of India

On

**Cooperation in the Field of  
Non-Conventional Energy Sources**

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The Ministry of Public Utilities of the Government of the Republic of Mauritius and the Ministry of Non Conventional Energy Sources of the Government of the Republic of India (hereinafter called the "parties").

**RECALLING** the close fraternal relations existing between Mauritius and India; and

**DESIROUS** to develop and promote the economic and scientific-technical cooperation in the field of non-conventional energy sources;

**ACKNOWLEDGING** that this cooperation will represent a further impetus and contribution to the strengthening of the already existing friendly relations, based on the principles of equality and mutual benefit.

**HAVE reached the following understanding:**

#### ARTICLE 1

The parties have agreed, in accordance with their national legislation, to promote and develop scientific, technical and economic relations in the field of non-conventional energy.

The parties, while acknowledging their responsibilities, open possibilities for the establishment of mutual cooperation between the enterprises and economic entities of the two countries in the field of non-conventional energy.

#### ARTICLE 2

Wishing to intensify scientific research work, accelerate development of projects, introduce new technologies and facilitate joint ventures, the parties will encourage cooperation between relevant agencies, enterprises and other entities of the two countries which shall, inter-alia, include activities in the following areas:

- (i) exchange of information in non-conventional energy with regard to renewable energy policy, legislation, scientific research and in other relevant fields;
- (ii) exchange of experts in scientific-research, renewable energy policy, electricity regulation;
- (iii) capacity building;
- (iv) training programs, seminars and scientific visits;
- (v) promotion of latest and new technologies;

- (vi) promotion of joint ventures for the manufacturing of renewable energy products;
- (vii) promotion of Public Private Partnership for development of energy related projects; and
- (viii) implementation of pilot schemes/projects.

Other activities which may be found to be mutually beneficial could be included by consent of the parties.

### ARTICLE 3

In keeping with Article 2, the parties shall

- (i) prepare a Master Plan for renewable energy development in Mauritius;
- (ii) Carry out a resource assessment in the areas of wind, hydro biomass including bagasse and any alternate back-up;
- (iii) promote development, testing and standardization activities between joint ventures in the two countries relating to:
  - a) solar thermal flat plate collectors;
  - b) energy efficient buildings; and
  - c) energy conservation through evaluation techniques and methodologies, test protocols, and standardization packages for performance monitoring.
- (iv) jointly demonstrate projects for:
  - a) biomass gasification project using coconut shells to supply electricity in Agalega islands;
  - b) community level solar thermal steam system; and
  - c) pollution-free electric vehicles.
- (v) Explore technical and investment possibilities for the establishment of pilot plants relating to:
  - a) solar photovoltaic module assembly;
  - b) ethanol production from sugarcane molasses;
  - c) use of ethanol product as admixture with gasoline;
  - d) Ocean Thermal Energy Conversion (OTEC) Unit.

- (vi) Explore and promote possibilities of joint venture in the area of solar water heating systems;
- (vii) Promote commercial power generation projects from Independent Power Producers (IPP's) in the areas of wind power, small hydro power, and bagasse co-generation ; and
- (viii) organise training programs, seminars and scientific visits in areas of renewable energy policy, electricity regulation, climate change, and product development and testing.

#### ARTICLE 4

The scope and implementation mechanism for technical cooperation shall be agreed upon by the relevant energy agencies of the two countries.

#### ARTICLE 5

The parties have agreed to set up a Working Group for co-ordination and follow-up actions on the terms of this MOU.

The Working Group will meet periodically in Mauritius and India respectively, as per terms established by diplomatic channels.

#### ARTICLE 6

Aiming to facilitate the implementation of this MOU, the Working Group will be assigned with making concrete proposals of cooperation in the fields defined in Articles 2 and 3, as well as stipulating the guidelines and priorities of future cooperation in the field of non-conventional energy sources.

#### ARTICLE 7

The expenditure incurred on exchange of experts and consulting visits will be, if not otherwise agreed, borne by the party sending the experts and consultants. Expenditure of round travel cost, per diem and salary of long-term experts shall be defined through agreement by mutual consultation.

The inviting country will be informed of the visit of experts and consultants one month prior to the term of the visit.

The sharing of the expenditure incurred on the joint demonstration projects shall be determined on case to case basis through agreement by mutual consultation.

**ARTICLE 8**

This MOU will not affect the rights and obligations of the parties deriving from Bilateral Agreements signed with other countries, or from Multilateral Agreements being put into force in the two countries.

**ARTICLE 9**

Any difference of opinion regarding the interpretation or application of the provisions of this MOU shall be settled through mutual consultation between the parties.

In case, the Departments/Ministries do not agree on a solution, the matter shall be settled through diplomatic channels.

**ARTICLE 10**

At any time, either of the parties may suggest to the other party any amendment to this agreement. Direct consultation between the two parties regarding amendments shall commence not later than 60 days from the date of transmission of the written notification to that effect by one of the parties to the other. The Agreement shall be amended by mutual consent of the parties.

**ARTICLE 11**

This MOU shall come into effect from the date of its signature and can be terminated by either Party by giving a written notice to the other party. This MOU shall be valid for a period of five years, and will be extended automatically for another period of 5 years.

The termination of this MOU shall become effective three months after the date of the receipt of the notification of termination.

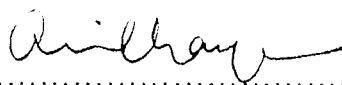
In case of termination, any obligation undertaken by parties, prior to the termination, shall not be affected and shall be discharged as if the MOU had not been terminated.

This MOU is done on 21<sup>st</sup> November, 2003 at New Delhi, in two copies originals in Hindi and English languages, both texts being equally authentic. In case of any divergence in interpretation the English text shall prevail.



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YASHWANT SINHA  
HON. MINISTER OF  
EXTERNAL AFFAIRS

FOR THE GOVERNMENT OF  
THE REPUBLIC OF INDIA



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ANIL KUMARSINGH GAYAN  
HON. MINISTER OF FOREIGN  
AFFAIRS AND REGIONAL  
COOPERATION

FOR THE GOVERNMENT OF  
THE REPUBLIC OF MAURITIUS