

MEMORANDUM OF UNDERSTANDING BETWEEN
NATIONAL RENEWABLE ENERGY LABORATORY, USA
AND
SOLAR ENERGY CENTRE, INDIA

Whereas the Government of the United States of America and the Government of India share a common interest in promoting cooperation between the two countries in the field of renewable energy technologies as a means of achieving sustainable development;

Whereas high level visits and contacts between the two governments have established the desire of the two governments to facilitate and develop cooperation between institutions in the two countries engaged in renewable energy research, development and commercialization;

Now, therefore, the National Renewable Energy Laboratory of the U.S. Department of Energy located in Golden, Colorado and the Solar Energy Centre, Government of India, located at Gwal Pahari, Gurgaon District, (hereinafter known as the Participants),

Have reached the following understandings:

ARTICLE I: OBJECTIVES

The objectives of this Memorandum are to promote scientific and technological cooperation between the Participants as well as other institutions in the two countries in the field of renewable energy development and utilization for mutual benefit including strengthening capacities for energy technology innovation, promoting technologies to increase energy conservation, and promoting technologies for a cleaner energy supply.

ARTICLE II: SCOPE

The forms of cooperation under this Memorandum may include exchange of technical information and experience and technical and managerial personnel, joint testing, conferences and seminars. Activities which may require sharing of proprietary information and transfer of rights and interest in intellectual property are excluded from the purview of this Memorandum.

ARTICLE III: AREAS OF COOPERATION

The cooperative activities under this Memorandum may include:

- a) Cooperation in testing of solar photovoltaic and solar thermal products, including exchange of non-proprietary test data, calibration of instruments and devices, and development of standards for devices, modules, and systems.
- b) Exchange of non-proprietary scientific information between research groups in the two countries through direct contacts, joint seminars, visits of scientific personnel, etc.
- c) Cooperation in solar radiation data collection, analysis and dissemination.
- d) Establishment of links between renewable energy information centers, networks, and databases in the two countries.

ARTICLE IV: EXCHANGE OF PERSONNEL

The participants intend the following provisions will apply to exchange of personnel under this Memorandum:

- a) Any exchange of personnel will be mutually agreed in advance by an exchange of letters or e-mails between the Participants.
- b) Each Participant will be responsible for the salaries, insurance and allowance to be paid to its staff or its contractors.
- c) Each Participant will pay for the travel and living expenses of its staff and its contractors when staying at the establishment of the other party unless otherwise agreed upon by letter or e-mail.
- d) Each Participant will provide all necessary assistance to the staff of the Participant or its contractor as regards the administrative formalities.
- e) The staff of each Participant or its contractors will conform to the general rules of work and safety and security regulations in force at the host establishment.

ARTICLE V: EQUIPMENT LOANS

The Participants intend that the Participant borrowing any equipment or instruments will be responsible for damage or loss of the loaned items subject to reasonable wear and tear.

ARTICLE VI: JOINT WORKING COMMITTEE

The Participants intend to establish a Joint Working Committee on scientific cooperation to review and oversee the activities conducted under this Memorandum. The Joint Working Committee will consist of up to six members from each side including one Co-Chairperson from each side. The Joint Working Committee will meet alternately in India and the United States of America as and when necessary but at least annually. Each Party will choose its representatives for such meetings.

ARTICLE VII : GENERAL PROVISIONS

1. Cooperation under this Memorandum will commence upon signature and continue for a period of five years. The Memorandum may be altered in writing by the Participants.
2. If either Participant wishes to terminate its activities under this arrangement it will give six months advance notice to the other Participant.
3. The implementation of this Memorandum will be in accordance with the conditions and provisions of existing agreements between the Government of USA and Government of India, which may have a bearing on the activities envisaged under this Memorandum.
4. The Participants understand that their activities are subject to the availability of funding and personnel and are to be conducted in accordance with their respective applicable laws and regulations.
5. The Participants understand that neither Participant makes any warranty of any kind with respect to materials, information, or services that may be furnished to the other Participant in connection with the activities anticipated under this Memorandum.

6. The Participants understand that this Memorandum is not intended to create legally binding obligations between them.


Signed in duplicate this 23rd day of March 2000.

For the National Renewable
Energy Laboratory, United States
Department of Energy



(Ernest J. Moniz)
Under Secretary of Energy

For the Solar Energy Centre,
Ministry of Non-Conventional
Energy Sources



(N.N.Mookerjee)
Secretary