

Memorandum of Understanding between NGHM and TERI

This Memorandum of Understanding (MoU) (hereinafter, called the "MoU"), is made at New Delhi on this 7th day of November, 2016 (hereinafter called the "Effective Date")

BETWEEN

National Green Highways Mission (NGHM) under National Highways Authority of India (NHAI), entrusted with the responsibility of implementing Green Highways Program for the Ministry, NHIDCL & NHAI, having its office at MTNL Building, Sector-19, Dwarka, New Delhi - 110 075 (hereinafter referred to as the "**NGHM**", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators and permitted assigns) of the other part.

And

The Energy and Resources Institute, a leading think tank, established in 1974, dedicated to conduct research for sustainable development of the country and registered as not for profit organisation with its registered office at India Habitat Center, Darbari Seth Block, Lodhi Road, New Delhi (hereinafter called "**TERI**" which term shall include his successors) of the other part:

NGHM and TERI hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**" recognizing the benefits of genuine, substantive cooperation and wishing to pursue such cooperation, have entered into this Memorandum of Understanding (hereinafter referred to as the "**MOU**") in a spirit of trust and cooperation;

WHEREAS,

- NHAI has launched National Green Highways Mission (NGHM), in pursuance of objectives laid down in the **Green Highways Policy -2015** of **Ministry of Road Transport & Highways, GoI**, with

a vision to develop ecofriendly National Highways for sustainable environment and inclusive growth.

- NGHM under the aegis of Green Highways Policy intends to undertake green corridors development along upcoming as well as existing National Highways thereby afforesting 1.62 lakh ha land.
- In pursuance of the above mentioned goals, NGHM intends to mainstream sustainable development in green corridor development through, plantations, biodiversity management, carbon sequestration, and issues of climate change.
- TERI has vast experience on climate change, sustainable development at national and international level, including analysis and innovations for global climate policy negotiations from developing countries perspective on mitigation, adaptation, technology, finance, market mechanism including the CDM and emerging new market mechanisms across the globe
- The Forestry and Biodiversity area of TERI focuses its research on natural resources management, ecosystem services, climate change, forestry and biodiversity issues across the globe. The area has conducted number of studies on climate change, REDD+ and CDM in the country and recently registered ten A/R CDM projects for Uttar Pradesh Forest Department.
- NGHM and TERI have agreed to jointly work in the field of climate change, forestry, biodiversity and carbon emission reduction for sustainable development and inclusive growth of the country.

NOW THEREFORE, the parties hereto, in consideration of the premises set forth hereinabove and of the mutual covenants and undertaking set forth hereinafter, hereby mutually agree to implement the activity as per terms and conditions mentioned hereunder as follows:

A. Scope and Purpose

1. This MOU provides a framework for cooperation between NGHM and TERI for Institutional collaboration
2. This MOU is not exclusive and the Parties are free to work with other institutions as well to achieve the organization's goal.
3. Use of logo and branding for joint events

4. The following shall be the primary expected areas of collaboration under the MOU:

- Research and innovations in green corridors development
- Policy advocacy in climate change and sustainable development
- Capacity building and awareness generation programmes in forestry, climate change and carbon sequestration etc
- Joint proposal development and project implementation in carbon sequestration, climate change, forestry and biodiversity for funding
- Jointly highlight the initiatives undertaken by the country in the field of climate change and forestry and carbon offsets at various national and international forums such as UNFCCC, UNFF, CBD, UNCCD, APFC and FAO etc.
- Any other activity mutually agreed by NGHM and TERI

B. Roles and Responsibilities:

NGHM

5. Assist TERI in jointly organizing events related to climate change, sustainable development, forestry and carbon sequestration etc.
6. Share technical knowledge, research and innovations conducted in the field of green highways

TERI

7. Policy advocacy in the field of climate change and sustainable development at various national and international forums with respect to green highways
8. Conduct training and capacity building programs and exposure visits for NHAI and NGHM staff
9. Communication and global publicity on India's highways plantation initiative and leadership
10. Act as linkage between NGHM and network of experts and international agencies working in the field of environment, climate change, and sustainable development etc. for knowledge sharing

11. International and national profiling and publicity of the strategic partnership between NGHM & TERI and its specific activities, including presentations at relevant events

C. Agreement Period

12. This MOU shall enter into force upon signature by the authorized representatives of the Parties, being effective from the date of the latest signature and shall remain valid for a period of 2 years from the effective date of this MOU, unless earlier terminated by either Party. The Agreement may be extended further for a specified period on the basis of mutually signed agreement for the same.

D. Funding

13. The parties agree that each activity undertaken pursuant to this MoU shall be dependent on the availability of funds, and financial arrangements for each activity shall be negotiated prior to entering into a Program Specific Agreement related thereto. The parties agree that they shall use reasonable efforts to find adequate financial resources for the activities and exchanges/programs undertaken pursuant to this MoU.

E. Coordination, Dispute Resolution and Termination

14. Coordination meeting between NHAI and TERI officials shall be held regularly and periodically at least once in three months.
15. If any dispute controversy or claim arises between the Parties out of or relating to this Agreement or the breach, termination or validity thereof, (a "Dispute"), senior management personnel from each party shall meet and attempt to resolve the Dispute within a period of twenty (20) days following one party's written request to the other party to hold such a meeting. If the Parties' senior management personnel are unable to resolve the Dispute within the twenty (20) days period according to the preceding sentence then the such matter will be subject to the Jurisdiction of Courts at New Delhi.

In case of deficiency/non-adherence to provisions of MoU by NHAI/TERI may serve a notice of 21 days period to rectify the deficiency / non-adherence to the provisions of the MoU by

TERI. In case of continuing unsatisfactory performance or noncompliance beyond 21 days, NHAI shall have the right to terminate the MoU without any further notice.

16. The MoU shall be governed and construed in accordance with the Indian Laws and Regulations and all matters arising out of this Agreement will be settled subject to the exclusive Jurisdiction of Courts at New Delhi.

F. Notices

17. Any notice or other communication under or in connection with this Agreement shall be in writing in the English language and shall be delivered personally or sent by registered post or courier, to the party due to receive the notice or communication at its address set out in this Agreement or such other address as either party may specify by notice in writing to the other. The notice shall be deemed given when actually received by the other Party, on the address as mentioned in this MoU.

G. Amendments

18. Any amendments including extension of agreement period (if any) of this Agreement shall be in writing to be signed by both parties and shall, thereafter form and become an integral part of this Agreement.

G . Use of the Name, Emblem or Official Seal of the Parties

19. Unless authorized in writing by NGHM or TERI, both the organizations shall not use the name, emblem or official seal of each other or any abbreviation of the name of NGHM or TERI in connection with its business or otherwise

H. Force Majeure

20. Both parties shall not be liable for any delay, interruption or failure in performance of this Agreement due to the occurrence of any event of force majeure (hereinafter referred to as the "Force Majeure") including but not limited to fire, explosion, flood, earth quake, landslide, other natural disasters, epidemics, quarantine, riot, civil commotion, act of God,

labour disputes, strikes, sabotage, war, war like condition, terrorism, insurrection, mobilization, direct act or intervention of any Government or subdivision thereof.

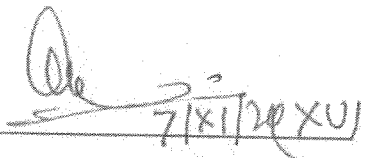

I. Waiver

21. The failure of any party at any time to invoke any of the conditions of this Agreement shall not be construed as a waiver by such party and shall not prevent such party from invoking or insisting compliance of the same at a later date.

J. Applicability

22. This agreement will be applicable with effect from the date it is signed by both parties.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of NGHM and TERI have signed this MOU in two originals in the place(s) and on the date(s) herein below indicated:

| NGHM | TERI |
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|  Dr. AK. Bhattacharya MD, NGHM Place: New Delhi Date: |  Dr. J.V. Sharma [Consultant & Senior Fellow] The Energy and Resources Institute Place: New Delhi Date: |