

**STATEMENT OF INTENT**  
**BETWEEN**  
**NATIONAL INSTITUTION FOR TRANSFORMING INDIA (NITI) AAYOG**  
**AND**  
**INTERNATIONAL ENERGY AGENCY**

The National Institution for Transforming India (NITI) Aayog, Government of India and the International Energy Agency (the "IEA"), an autonomous body within the framework of the Organisation for Economic Co-operation and Development, (each a "Party" and together the "Parties"),

DESIRING to promote co-operation relating to energy sector analysis and planning, energy sector modelling and forecasting and seeking broader dissemination of best practices of energy sector analysis, modelling and forecasting techniques and a strategy towards development of human resource in the energy sector,

CONDUCTING joint research and studies for contribution towards development of integrated energy policy, development of relevant technologies and in relation to global trends in pricing and supply of energy supplies,

BELIEVING that co-operation on a basis of equality, reciprocity and mutual benefit between NITI Aayog and IEA can help meet these goals, and,

TAKING into account the experience that NITI Aayog and the IEA have in this field,

HAVE REACHED the following understanding:

**ARTICLE-1: SCOPE OF CO-OPERATION**

Co-operation under this Statement of Intent (the "SOI") may include the following:

1. Regular exchange of information to improve mutual understanding of the functioning of energy markets in the world;
2. Joint analysis and research projects, including energy policy analysis and energy sector and market analysis;
3. Exchange of technical know-how, experience and information concerning electronic gathering, processing and dissemination of statistical data, statistical methods, analytical techniques, and econometric models used to analyse energy sector trends and prepare scenarios and make future projections;
4. Any other areas of mutual interest agreed by the Parties in writing.

## **ARTICLE-2: FORMS OF CO-OPERATION**

The forms of co-operation undertaken by the Parties in the areas specified above may include the following:

1. Regular exchange of energy sector information, including data and statistics;
2. Seminars, workshops and conferences on energy issues that are of common interest to both Parties in India, Paris and third locations;
3. Visits and exchanges of researchers and experts for studies and capacity building activities;
4. Other forms of co-operation as the Parties mutually agree in writing.

## **ARTICLE-3: GENERAL CONDITIONS**

The Parties understand that:

1. Each Party is to conduct its activities provided for under this SOI subject to its applicable laws, regulations and/or internal rules, as the case may be, and subject to the availability of personnel and funds. Prior to commencing any specific collaborative activities, the Parties may separately agree on appropriate intellectual property, publication, confidential information and other provisions, based on the nature of the activity, and execute separate agreements in such respect;
2. No classified or restricted information is to be exchanged as a result of the activities under this SOI. The Parties may exchange proprietary data and information as they deem appropriate. Each Party agrees that it is only permitted to use any data and information disclosed to it by the other Party for the purpose of the relevant cooperative activities under this SOI and will not use or disclose such data and information for any other purpose. Unless agreed otherwise in writing, use by NITI Aayog of the IEA's data shall be subject to the IEA's standard terms and conditions, excluding the dispute resolution clauses;
3. Unless otherwise agreed in writing, all costs resulting from activities under this SOI are the responsibility of the Party that incurs them;
4. This SOI is not intended to create legally binding obligations;
5. This SOI in no way restricts either of the Parties from participating in any activity with other public or private agencies, organizations or individuals;
6. The Parties will meet annually to review the progress of activities undertaken and discuss priorities and proposals for further activities.

#### ARTICLE-4: DURATION AND AMENDMENTS

1. This SOI will enter into force on the date of signing.
2. This SOI will have an initial term of three years, and will be automatically renewed thereafter on a yearly basis. Either Party may terminate this SOI on three months' written notice delivered to the other Party at any time.
3. This SOI may be amended by mutual agreement of the Parties in writing any time.
4. This SOI may be signed in counterparts, each of which shall be deemed to be an original and together shall constitute one entire document.

#### ARTICLE 6: DISPUTE SETTLEMENT

Any dispute arising between the Parties in any way connected with this SOI or in regard to the interpretation of the context hereof shall be resolved through mutual consultations and negotiations between the Parties.

Made at Paris on this 4<sup>th</sup> day of **March 2016**, in two originals in the English language.

IN WITNESS WHEREOF the authorised representatives of the Parties hereto have signed this SOI.

##### Witness (1)



**Name:** Dr. Mohan Kumar  
**Designation:** Ambassador of India to France

##### Authorised signatory, National Institution for Transforming India Aayog



**Name:** Dr. Arvind Panagariya  
**Designation:** Vice Chairman of the National Institution for Transforming India Aayog

##### Witness (2)



**Name:** Mr. Paul Simons  
**Designation:** Deputy Executive Director of the International Energy Agency

##### Authorised signatory, International Energy Agency



**Name:** Dr. Fatih Birol  
**Designation:** Executive Director of the International Energy Agency