

**MEMORANDUM OF UNDERSTANDING
BETWEEN**



सत्यमेव जयते

**MINISTRY OF EARTH SCIENCES
GOVT.OF INDIA, NEW DELHI**

**WITH ITS
EXECUTING ORGANISATION**



**NATIONAL INSTITUTE OF OCEAN TECHNOLOGY
CHENNAI-600 100**

AND



**UNION TERRITORY OF LAKSHADWEEP
KAVARATTI – 682 555**

MAY 2018

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is signed on 21.05.2018 between the Ministry of Earth Sciences, Government of India, New Delhi, hereinafter referred as "MoES" represented by its Advisor under which the executing organization, National Institute of Ocean Technology (NIOT), an Autonomous Research Organization, represented by its Director having its campus at Velachery – Tambaram Main Road, Pallikaranai, Chennai 600 100, hereinafter referred as "NIOT"

AND

The Union Territory (UT) of Lakshadweep Administration, Kavaratti 682 555 represented by its Secretary (Works) hereinafter referred as "UT of Lakshadweep"

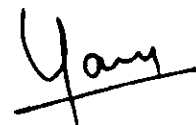
2. NIOT is pioneering India's efforts in developing thermal desalination and various ocean energy technologies. NIOT has already set up three low temperature thermal desalination plants in Kavaratti, Minicoy and Agatti islands of the Union Territory of Lakshadweep. It is now proposed to set up another desalination plant at Kavaratti powered by Ocean Thermal Energy Conversion (OTEC).
3. According to this Memorandum of Understanding between MoES with its executing organization NIOT and UT of Lakshadweep, the establishment of 100 m³ / day capacity desalination plant powered by ocean thermal energy conversion technology at Kavaratti in U.T. of Lakshadweep is proposed with funding from Ministry of Earth Sciences (MoES). Both parties agree to comply to the following scope and conditions.

Roles and responsibilities of parties

4. In performance of the services under this agreement, NIOT upon getting approval from Ministry of Earth Sciences will
 - i. Establish a low temperature thermal desalination (LTTD) plant with drinking quality water generation capacity of 100 m³/day at Kavaratti and power the LTTD plant with the electricity generated by OTEC plant.
 - ii. Execute the project in full which will include designing, procurement, commissioning of plant and handover the plant to the UT Administration after 12 months of running and maintenance period.


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5. Tax Liability, if any, including GST shall be borne by NIOT.
6. Necessary clearance including clearance from the Lakshadweep Coastal Management Authority shall be obtained by NIOT
7. The time period for the completion of project shall be three years and any time beyond this limit shall be extended with mutual consent of UT of Lakshadweep and NIOT on reasonable grounds.
8. The above would be subject to the year wise allocation of requisite funds by the Department of Expenditure, Ministry of Finance.
9. In performance of the services under this agreement and in response to NIOT's initiative to execute this desalination plant for the benefit of islanders, UT of Lakshadweep Administration will extend all possible support to NIOT in this venture. This support from UT of Lakshadweep will include:
 - i. Allotment of land for the plant and building as per NIOT's requirement based on bathymetry and wave condition,
 - ii. Issue permit to NIOT personnel throughout the duration of the project to visit UT of Lakshadweep.
 - iii. Issue permit to personnel from the authorized contractors to be engaged by NIOT to visit UT of Lakshadweep.
 - iv. Permission to enter the territorial waters of UT of Lakshadweep for ship/boat owned by NIOT or engaged by NIOT through contract,
 - v. Permission for loading/ unloading materials /equipment required for the establishment of plant at Passenger Jetty/ Fisheries Jetty/ Eastern Jetty.
 - vi. On need basis, nominating appropriate personnel on various committees for local procurements and other such requirements.
 - vii. Providing electric power supply from the local grid during the construction, installation and commissioning of the plant and for startup of plant during operation, on payment basis.
 - viii. UT of Lakshadweep will provide assistance in identifying a building to act as the NIOT's site office and a temporary guest house for NIOT's personnel.
 - ix. Identifying a nodal officer and other key personnel from various departments of Administration with whom NIOT can coordinate its activities.



Arbitration

10. All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning, operation and handover or effect of any clause in this MOU or the breach thereof which cannot be mutually resolved shall be referred to a Sole Arbitrator appointed jointly by MoES, NIOT and UT Lakshadweep whose decision shall be final and binding on both the parties. Place of Arbitration shall be Kavaratti, Lakshadweep or any place mutually agreeable to MoES / NIOT / U.T.Administration.

Force Majeure

11. Uncertainties such as weather conditions, availability of marine infrastructure can alter the project schedule and the overall project cost.
12. Neither party shall be held responsible for non-fulfillment of their respective obligations under this Memorandum due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes, Lockouts, Epidemics, Civil Commotion etc. provided on the occurrence and cessation of any such event the party effected thereby shall give a notice in writing to other party within 30 days of such occurrence or cessation. If the force majeure conditions continue beyond six months, the Parties shall jointly and amicably decide about the future course of action to be taken.
13. Signed on the date above mentioned at New Delhi, India in two copies where all copies have equal value.



Advisor
Ministry of Earth Sciences

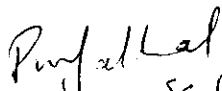


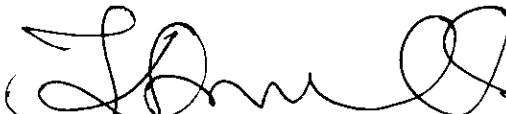
Director
National Institute of Ocean Technology



Secretary (Works)
UT of Lakshadweep

In witness of

(1)  SC B, Head EFW, NIOT

(2)  (K. SOMASUNDAR, Sci-G)
21/5/18