

4. (short name of firm) will undertake the endeavor through the following:
 - a. Study the cargo requirement of the project and devise logistics which would be sufficient for the project of (short name of firm).
 - b. Inform the details of ODC atleast 30 days in advance, indicating name of item, size, weight, number of packages, cost, type of packing, Name of manufacturer, Name and address of Consignee, route including origin and destination on National Waterways to IWAI before signing of this MoU.
 - c. (short name of firm) will Inform the Movement Schedule of ODC and finalize the same in consultation with concerned Director, IWAI before signing of MoU.
 - d. Arrange inland vessels and their operations either owned by them or arranged through other IWT/ logistic operator(s)
 - e. Arrange custom clearance, transit permit and other statutory clearance for cargo.
 - f. Facilitate and provide support to IWAI to produce promotional material for promotion of cargo movements by IWT mode.
 - g. (short name of firm) will arrange on its own parking place for cargo trucks at desired locations.
 - h. Start the transportation of ODC as per Agreed Movement Schedule by (mention number) of inland vessels to be arranged from _____ / overseas.
 - i. Inform IWAI when assistance is required by the ODC vessel in case of any 'emergency' (such as engine failure, collision with another vessel or vessel running aground) and actual charges will be paid to IWAI by the (short name of firm).
 - j. Pay in advance a consolidated fee @ Rs.1.50 (Rupees One and Fifty paise only) per metric tonne per kilometer of waterway distance to IWAI for providing facilities as indicated at clause no. 3(a) to 3(h) above and mentioned in the Guidelines issued by IWAI.

Penalty for Deficiency in service

5. In case there is delay in movement of ODC on account of deficiency in service rendered [as mentioned in clause no. 3(a) to 3(h)] except *Force Majeure*, IWAI will pay a penalty of Rs.10,000 per day to (short name of firm) subject to the condition that, under no circumstances, penalty payable by IWAI shall exceed fifty percent of the amount that has been paid by the (short name of firm) as consolidated fee/user charges.

Force Majeure

6. *Force Majeure* shall herein mean Riots, Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear bomb, fission, acts of God,

such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires and other such causes over which parties have no control and are accepted as such by the Chairman, IWAI whose decision shall be final and binding. In the event of either party being rendered unable by *Force Majeure* to perform any obligation required to be performed by them under this MoU, the relative obligation of the party affected by such *Force Majeure* shall be treated as suspended for the period during which such *Force Majeure* cause lasts, provided the party allowing that it has been rendered unable as aforesaid, thereby shall notify within seven days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

Confidentiality

7. Parties will maintain full confidentiality of all aspects of this cooperation and the technical, operational and commercial information of each other that may come into hands of either Party during the term of this Understanding.
8. The conditions of confidentiality under this clause will survive the term of this understanding.

Representation & Entirety

9. Each of the Parties represents and confirms that it is fully empowered by its respective Board of Directors and by delegation of executive authority, if any, to execute this MoU and that the interest of any third party will not be adversely affected by this MoU.
10. This MoU, read together with the Guidelines issued by IWAI from time to time, constitutes the entire agreement between the Parties on the subject and substitutes any other previous written or oral agreements between them and it may be modified only by a specific written document signed by the Parties.

Further Agreements

11. (a) Both parties will work with full sincerity and in good faith to implement the intent of this MoU and towards this end further agreement and any other measures as considered necessary, from time to time will be undertaken expeditiously.
- (b) This MoU is valid only for the period of movement of ODC by National Waterways as given by the (short name of firm) in the Agreed Movement Schedule and annexed with this MoU.

Miscellaneous

12. The Parties have entered into this MOU purely on a principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Parties, nor shall the Parties constitute and Association of Persons or be agents of each other.

Difference in perception / understanding

13. Parties shall endeavor to resolve any difference in perception / issue / matter arising out of or in relation to this MOU or performance or non-performance of their respective obligations under as envisaged in this MOU through mutual discussion.