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MEMORANDUM OF UNDERSTANDING

BETWEEN

INLAND WATERWAYS AUTHORITY OF INDIA (IWAI) (Ministry of Ports, Shipping and Waterways,
Government of India)

AND

THE STATE GOVERNMENT OF UTTAR PRADESH (Through its Department of Tourism/Transport/Urban
Development)

**FOR FACILITATING CONNECTION AND DEVELOPMENT OF SHORE ELECTRIC CHARGING
INFRASTRUCTURE FOR HYBRID/ELECTRIC INLAND VESSELS, SURVEY
BOATS, ETC.**

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and entered into on
this [Day] day of [Month], [Year]

BY AND BETWEEN:

- I. **INLAND WATERWAYS AUTHORITY OF INDIA (IWAI)**, an autonomous body under the Ministry of Ports, Shipping and Waterways, Government of India, established under the Inland Waterways Authority of India Act, 1985, having its Head Office at A-13, Sector-1, Noida-201301, Uttar Pradesh (hereinafter referred to as "IWAI", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns);

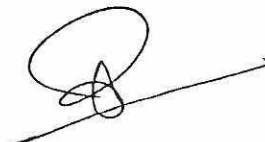
AND

- II. **THE STATE GOVERNMENT OF UTTAR PRADESH**, acting through its Department of Tourism / Transport / Urban Development (as applicable), having its principal office at [Address of relevant Department, e.g., LokBhawan, Lucknow-226001], Uttar Pradesh (hereinafter referred to as "GoUP", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns).

(IWAI and GoUP are hereinafter collectively referred to as "the Parties" and individually as "Party").

WHEREAS:

- A. IWAI is the statutory body responsible for the development, maintenance, and regulation of inland waterways for shipping and navigation in India, with a mandate to promote efficient, cost-effective, and environmentally sustainable Inland Water Transport (IWT).



- B. The Government of India is strongly committed to decarbonizing the transport sector and promoting green energy solutions, which includes fostering the adoption of hybrid and electric vessels on its National Waterways.
- C. The Ganga River (from Haldia to Prayagraj) has been declared as National Waterway-1 (NW-1), which is a strategically important waterway passing through Uttar Pradesh, seeing increasing traffic and the introduction of modern, eco-friendly vessels.
- D. The successful and widespread deployment of hybrid and electric inland vessels, including cargo vessels, passenger ferries, and IWAI's own survey boats, is critically dependent on the availability of robust, accessible, and reliable shore-side electric charging infrastructure.
- E. The GoUP recognizes the importance of promoting clean energy and sustainable transportation, contributing to environmental protection, and enhancing the state's logistics and economic competitiveness through a modernized IWT sector.
- F. The Parties desire to enter into this MoU to establish a collaborative framework wherein GoUP provides essential facilitation support for the timely connection and development of shore electric charging infrastructure, crucial for the growth and sustainability of the IWT sector in Uttar Pradesh.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PURPOSE AND OBJECTIVES The primary purpose of this MoU is to establish a strategic partnership between IWAI and GoUP to accelerate the de-carbonization and modernization of the Inland Water Transport (IWT) sector by facilitating the development of essential shore electric charging infrastructure in Uttar Pradesh. The key objectives are:

- a) To facilitate the rapid identification of suitable locations, provision of necessary land, grid connectivity, and streamlined clearances for shore electric charging stations for hybrid/electric inland vessels.
- b) To ensure operational continuity, enhance efficiency, and reduce the carbon footprint of inland vessels operating on NW-1 and other waterways within Uttar Pradesh.
- c) To incentivize the adoption of green vessel technologies by providing reliable charging solutions, thereby promoting environmentally friendly logistics and passenger transport
- d) To contribute to a sustainable and resilient IWT ecosystem in Uttar Pradesh, aligning with national and global environmental goals.

2. SCOPE OF THE MOU: This MoU outlines the commitments and responsibilities of GoUP in providing facilitation support for the connection and development of shore electric charging infrastructure for hybrid/electric inland vessels, survey boats, etc. The scope includes, but is not limited to:

- a) Facilitate in rapid identification of suitable land parcels for the establishment of charging stations at strategic locations along the waterways.
- b) Facilitation of high-voltage power grid connections and other necessary utilities up to the site boundaries of the identified charging station locations.
- c) Expediting all required statutory clearances and permits from various state and local authorities.
- d) Ensuring adequate landside access (approach roads) to these charging station sites.
- e) Support for operational coordination with local power distribution companies (DISCOMs) and other authorities.
- f) The scope specifically covers charging infrastructure located on land within the geographical boundaries of Uttar Pradesh.

3. ROLES AND RESPONSIBILITIES

3.1. Responsibilities of IWAI: The responsibilities of IWAI shall include -

- a) **Demand Assessment & Location Identification:** IWAI shall identify strategic locations for establishing shore electric charging infrastructure based on vessel traffic, operational requirements, and technical feasibility studies, and share these with GoUP.
- b) **Technical Specifications & Procurement:** IWAI shall be responsible for developing the technical specifications, designing, procuring, installing, operating, and maintaining the electric charging station equipment itself (chargers, power management systems, cabling within the station premises).
- c) IWAI shall:
 - i. Procure, install, operate and maintain of the electric charging station equipment.
 - ii. Coordinate with vessel operators and owners and ensure compatibility with the developed infrastructure.
 - iii. Endeavor to develop and promote uniform technical standards and operational guidelines for electric vessel charging Infrastructure on inland waterways.
- d) **Resource Person:** Designate a nodal officer/team to liaise with GoUP for project coordination and information exchange.

3.2. Responsibilities of State Government of Uttar Pradesh (GoUP): The responsibilities of GoUP shall include:

- a) Facilitation in land identification and allotment through its designated department/agency,
- b) **External Utilities & power connection:** GoUP shall facilitate the timely provision of necessary electricity connections up to the plot boundary of each charging station site

c) **Statutory Clearances & Permits:** GoUP shall provide all necessary facilitation and support for IWA to obtain timely approvals, clearances, and permits from various state and local authorities (e.g., environmental clearances, electrical safety approvals, land use change permits, building permits) required for the construction and operation of the charging infrastructure. GoUP shall designate a nodal officer for this purpose.

d) **Approach Road Development & Maintenance:** GoUP shall facilitate in developing, upgrading, and maintaining an all-weather approach road connecting each charging station site to the nearest main road network as far as possible.

e) **Security and Law & Order:** GoUP shall ensure adequate security arrangements, including deployment of security personnel/police in case of need, to maintain law and order and ensure the safety of infrastructure and users at the charging station premises.

f) **Policy & Incentives:** GoUP shall consider policy support and incentives (e.g., favorable power tariffs for EV charging, specific renewable energy integration policies) to promote the adoption and sustainable operation of electric vessels and charging infrastructure.

4. TERM AND REVIEW

a) This MoU shall come into effect from the date of its signing and shall remain in force for a period of ten (10) years, unless terminated earlier in accordance with the provisions herein.

b) The MoU may be extended for further periods upon mutual written agreement of both Parties, based on a review of its effectiveness and continued relevance.

c) The Parties shall review the progress and implementation of this MoU annually through the Joint Working Group.

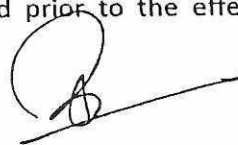
5. **AMENDMENT:** This MoU may be amended or modified at any time by mutual written agreement of both Parties. Any such amendment or modification shall form an integral part of this MoU.

6. TERMINATION:

a) This MoU may be terminated by either Party by giving six (6) months' prior written notice to the other Party, without assigning any reason.

b) This MoU may be terminated by either Party immediately if the other Party commits a material breach of any of the terms and conditions of this MoU and fails to remedy such breach within ninety (90) days of receiving written notice of such breach.

c) Notwithstanding termination, any liabilities or obligations incurred prior to the effective date of termination shall remain binding on the respective Parties.



7. DISPUTE RESOLUTION: Any dispute, difference, or question which may arise between the Parties concerning the construction, meaning, or effect of this MoU, or the rights or liabilities of the Parties hereunder, shall be resolved amicably through mutual discussions and negotiations. If no amicable resolution is reached within sixty (60) days, the dispute shall be referred to the Secretary, Ministry of Ports, Shipping and Waterways (Government of India) and the Chief Secretary (Government of Uttar Pradesh) for their joint intervention and resolution.

8. GOVERNING LAW AND JURISDICTION This MoU shall be governed by and construed in accordance with the laws of India. The Courts at Lucknow shall have exclusive jurisdiction to entertain any suit or proceeding arising out of this MoU.


9. GENERAL PROVISIONS

a) **Non-Binding Nature:** This MoU represents the mutual understanding and intent of the Parties and is not intended to create any legally binding financial obligations beyond the express provisions outlined herein, particularly those relating to responsibilities and dispute resolution. It serves as a framework for a more detailed agreement or project-specific contracts if required.

b) **Severability:** If any provision of this MoU is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

c) **Force Majeure:** Neither Party shall be held liable for non-fulfillment of their obligations under this MoU if such non-fulfillment is due to a Force Majeure event (acts of God, war, natural calamities, pandemic, etc.), provided prompt notice is given to the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the date first above written.

For & on behalf of Government of Uttar Pradesh:	For & on behalf of Inland Waterways Authority of India: 
Witness: 1. 2.	Witness: 1. 2.

