



MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is made by and between:

Indian Wind Turbine Manufacturers Association (IWTMA), having its Office at No.11/6, Ground Floor, Karpagam Garden 1st Main Road, Adyar, Chennai - 600 020 (hereinafter referred to as the **First Party**), represented by its Authorised Representative, **Mr. Sarvesh Kumar, Chairman, IWTMA**, which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include their successors, executors, administrators, representatives and permitted assigns.

and

Messe Husum, having its Office at Messe Husum, Am Messeplatz 12-18, 25813 Husum (hereinafter referred to "**Second Party**"), represented by its Authorised Representative, **Mr. Peter Becker, CEO**, which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include its successors, executors, administrators, representatives and permitted assigns.

The **First Party** and the **Second Party** are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

Whereas:

- A. India and Germany share the goals for environment friendly development for the advantage of their population and for reducing the negative effects of climate change. The success of India's development will go to a large extent depend on the possibilities to close the big gap between energy and demand.
- B. The Parties feel that wind energy will play a key role in this context and, therefore, the IWTMA and the Messe Husum agree upon strengthening co-operation for supporting this development.

NOW THIS MOU WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

- A. The main objective of both the parties is:
 1. To support the strengthening of business relations between Indian and German Companies;
 2. To facilitate the transfer of state-of-the-art technologies.



3. To promote joint venture(s).
 4. To carry out systematic market research to identify products, which can be manufactured in India at internationally competitive conditions in line with the "Make in India" concept.
- B. Both the parties emphasize the need to efficiently showcase the innovations and strengths of the wind energy industry. For this purpose:
- (a) Specialized trade fairs may be organized in New Delhi in odd years and in other important business cities of India in even years.
 - (b) The trade fairs will be combined with international congresses to accelerate the dissemination of relevant new developments, research and innovations.
- C. For safeguarding the planning and co-ordination both parties agree to make use of IGEP Consult Pvt. Ltd. as secretariat and as the programme facilitator.
- D. Confidentiality and Exclusivity: Parties will hold all information in confidence (Confidential Information), and will share such information only for purposes of discharging their respective services in accordance with the terms of this MOU and will not disclose any of the Confidential Information except to their respective (i) directors, officers, employees and outside attorneys, accountants and consultants or (ii) potential investors as cleared and agreed to by Company, who need such information or (iii) as may be required by law.
- E. Confidential Information: For purposes of this MOU, "Confidential Information" means all information disclosed by either party (in writing, electronically or in any such other form) that is described as confidential or proprietary, or provided under circumstances indicating it is confidential or proprietary, including, without limitation, Project Idea, go-to-market strategy, JV partner details, business projections, business plans, marketing plans, technical data, drawings, product ideas, pricing, costs, contractor, vendor and supplier lists and identification, channel of marketing & distribution, terms and identification of proposed and actual contracts and financial information, and all information learned by the each party pertaining in any manner to the business of the other party. "Confidential Information" does not include information that is or becomes publicly known through no wrongful act of the parties.



F. Restrictive Period: The Parties acknowledge and agree that at no time during the period from the date hereunder through the expiration of two (2) years from the date hereof (the " Restrictive Period"), shall any of the Disclosing Party Confidential Information be used by the Receiving Party to directly or indirectly compete with the Disclosing Party.

This MOU is made in two originals, both of which taken together shall constitute one and the same instrument. One such original will be retained by the First Party and the other original will be retained by the Second Party.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU the day and date of the last signature below.

For Indian Wind Turbine Manufacturers Association For Messe Husum

Signature:

Signature:

Name: **Sarvesh Kumar**

Name: **Peter Becker**

Designation: **Chairman**

Designation : **CEO**

Date: October 17, 2016

Date: October 17, 2016

Place: Chennai

Place: Chennai

Witness:

Witness:

1.

1.