

MEMORANDUM OF UNDERSTANDING

ENTERED INTO BETWEEN



WIND INDEPENDENT POWER PRODUCERS ASSOCIATION

(hereinafter referred to as "**WIPPA**")

AND



Bundesverband Windenergie e.V

(hereinafter referred to as "**BWE**")

(Both hereafter collectively referred to as "**the Parties**")

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU)
hereinafter referred to as "the MOU"
entered into on 16th of September 2024

by and between

The Wind Independent Power Producers Association (WIPPA)
located at E-301, FF, Sushant Arcade, B Block, Sushant Lok-1 Gurgaon,
Haryana, 122009, India

and

Bundesverband Windenergie e.V (BWE)
EUREF-Campus 16 10829, Berlin, Germany

and collectively known as the "Parties"

WHEREAS, the aforementioned Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth;

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to fulfill the commitments set forth.

1. PREAMBLE

1.1 The Wind Independent Power Producers Association (WIPPA), is a national-level body registered in India comprising of more than 40 wind developers and Independent Power Producers (IPPs). Constituted in January 2013, association members have an aggregate capacity of around 30 GW. It drives policy formulations and policy changes, presents independent views and suggestions, and analyses to government and non-government authorities associated with wind energy development. The chief aim of WIPPA is to collaborate and work collectively toward the progress of the wind sector.

- 1.2 The German Wind Energy Association (BWE) is one of the largest associations in the world in the renewable energy sector boasting 20 000 members and playing a major role in Germany's energy transition process. Since its founding in 1996, BWE has been increasingly successful in advising political decision makers and efficiently expanding wind power in Germany. BWE's goal is to promote the advantages of wind energy as a key technology on the way to an energy system based on 100 percent renewable energies. Therefore, and since climate and energy policy decisions are more and more influenced by international politics, our experts work closely together with European and international associations, such as the European Wind Energy Association (WindEurope), the Global Wind Energy Council (GWEC) and the World Wind Energy Association (WWEA).
- 1.3 The Parties, for the mutual consideration herein set forth, agree as follows:

2. MISSION

- 2.1 Information sharing and cooperation will be established with the following intended mission in mind:

Strategic goals

- Capacity Development: Association management (structure, operations, member management and engagement, member fees pricing structure etc.).
- Entering Memorandum of Understanding (MOU) that will determine areas of collaboration i.e., events, communications, information dissemination and analysis, research.

Operational assistance

- How to intervene on international industry matters to make an impact – exploring of international issues/industry topics jointly.
- Have bi-monthly meetings and engage with different departments i.e., communications for knowledge exchange/sharing.
- Dual Membership: Offering a 10% membership fee discount for members in good standing on a secondary membership with either WIPPA or BWE

Additional Support

- Technical Support - expertise and secondment
- International Events (COP, WindEnergy Hamburg, Floating Wind Europe, RE-Invest India and other multilateral or international events)

3. PURPOSE AND SCOPE

- 3.1 The Parties intend for this Memorandum of Understanding to enhance capacity building, collaboration and information sharing.

4. OBJECTIVES

- 4.1 The Parties shall endeavor to work together and potentially share resources as well as attend each other's events.

5. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

- 5.1 It is the desire and the wish of the aforementioned Parties to this MOU Agreement that this document should not and thus shall not establish nor create any form or manner of a formal agreement or binding obligations, but rather a gentleman's agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal management and administrative commitment with regards to all matters related to collaboration and energy partnership.
- 5.2 Specific Cooperation activities shall be outlined in full in Addendum A.
- 5.3 Further cooperation activities that may arise in future during the term of this MOU shall be added as an addendum to this MOU, upon full agreement and understanding of both Parties.

6. DURATION OF MOU TERM

- 6.1 The term of this Memorandum of Understanding shall be for a period of two (2) years from the date of the last Party signing and may be extended upon written agreement of both Parties.

7. AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

- 7.1 This Memorandum of Understanding may be amended or modified at any time in writing by consent of both Parties.
- 7.2 In addition, the Memorandum of Understanding may be cancelled by either party with 30 (thirty) days advance written notice, with the exception where cause for cancellation is a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

8. GENERAL PROVISIONS

- 8.1 The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with

the guiding principles that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures.

- 8.2 If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

9. LIMITATION OF LIABILITY

- 9.1 No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this MOU.
- 9.2 No Party is liable to any other Party for any costs, damages and/or losses whatsoever incurred as a result of this MOU.

10. MEDIATION DISPUTE RESOLUTION

- 10.1 The Parties to this MOU agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute. In the event that the parties are unable to resolve the issue or dispute between them, then the matter shall be mediated in an attempt to resolve any and all issues between the parties.
- 10.2 The parties agree that any dispute that arises from or through this agreement, the relationship or obligations contemplated or outlined within this agreement, if not resolved through mediation, the aggrieved party shall have, as a sole and exclusive remedy, the right to cancel the agreement by issuing notice thereof on the terms as provided for in this Agreement.

11. OFFICIAL CORRESPONDENCE

- 11.1 Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified or electronic mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

12. GOVERNING LAW

12.1 This Memorandum of Understanding shall be governed by and construed in accordance with both the laws of the Republic of India and the Federal Republic of Germany.

13. SEVERABILITY CLAUSE

13.1 In the event that any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

13.2 If a court should find that any provision of this Memorandum to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

14. ASSIGNMENT

14.1 Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

15. ENTIRE UNDERSTANDING

15.1 The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding whether written or oral.

16. USE OF NAME AND LOGO

16.1 Each Party is only entitled to use the name or Logo of the other Party, its subsidiaries, affiliates, or any abbreviation thereof, after receiving the express prior written approval of the other Party in each Specific Cooperation.

16.2 The Parties agree to recognise, acknowledge, and publicise the collaboration between the Parties under this MoU as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

17. INTELLECTUAL PROPERTY

17.1 Intellectual Property rights in material developed by each Party shall vest with the Party who developed it. The Parties shall ensure that no infringements of whatsoever nature are made on the Intellectual Property rights and privileges of each other as relied on in this Agreement.

17.2 If the Parties intend to publish or reproduce, in print form or electronically any reports of either Party or otherwise make reference to any Party in a document that contains other information, the Parties agree to provide the Party with a draft of such document and obtain the Party's approval for inclusion of their report, before the document is finalized and distributed.

18. MOU SUMMARIZATION

18.1 The Parties to this MOU have mutually acknowledged and agreed to the following:

18.1.1. The Parties to this MOU shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this collaboration and information sharing cooperation.

18.1.2. It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies, or organizations.

18.1.3. The Parties to this MOU shall mutually contribute and take part in any and all phases of the planning and development of this information sharing cooperation, to the fullest extent possible.

- 18.1.4. It is not the intent or purpose of this MOU to create any rights, benefits and/or trust responsibilities by or between the parties.
- 18.1.5. The MOU shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the information sharing cooperation.
- 18.1.6. Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the collaboration and information sharing cooperation, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties.
- 18.1.7. The Parties to this MOU have the right to terminate their participation individually or jointly in this Agreement provided that advanced written notice is delivered to the other party.
- 18.1.8. Upon the signing of this MOU by both Parties, this Agreement shall be in full force and effect.

19. AUTHORISATION AND EXECUTION

- 19.1 The signing of this Memorandum of Understanding does not constitute a legal obligation, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by WIPPA and BWE and shall be effective upon the signing of this MOU by both Parties.

On Behalf of WIPPA Designated Signatory	: Mahesh Vipradas
Designation	: Vice President
Signature	:
Place	: Gandhinagar, Gujarat, India
Date	: 16 th of September, 2024

On Behalf of BWE

Designated Signatory

: Wolfram Axthelm

Designation

: CEO

Signature

:

Place

: EUREF Campus 16, Berlin

Date

: 6th of June 2024

ADDENDUM A TO MEMORANDUM OF UNDERSTANDING (MOU)

Between

The Wind Independent Power Producers Association (WIPPA)

And

Bundesverband Windenergie e.V (BWE)

This document constitutes an Addendum to the agreement between
WIPPA and BWE

1. OBJECTIVE

The objective of this Addendum is to describe the roles and responsibilities of each party relative to the implementation of this MOU. Under this initiative, both parties broadly agree to:

- Assist in strengthening capacity development.
- Provide technical support through knowledge sharing and secondments.
- Collaborate to enhance investment attractiveness in the renewable sector.
- Explore industry issues and topics to bring solutions.
- Have bi-monthly meetings and engage with different departments.
- Enable dual membership by offering a 10% membership fee discount for members in good standing on a secondary membership with either WIPPA or BWE

2. ACTIVITIES

- Effective communication between both parties to identify areas of development and improvement.
- Bimonthly meetings to engage with different departments and share knowledge.
- Participate in research initiatives that are identified.
- Networking to build partnership with different departments.

3. ROLES AND RESPONSIBILITIES

WIPPA agrees to:

- Collaborate with BWE.
- Participate in identified research and knowledge sharing.
- Seek technical support.
- Attend and participate in meetings.

Bundesverband Windenergie e.V (BWE) agrees to:

- Collaborate with WIPPA.
- Participate in identified research and knowledge sharing.
- Grant technical support.
- Attend and participate in meetings.