

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF RAILWAYS OF THE REPUBLIC OF INDIA
AND
THE FEDERAL DEPARTMENT OF THE ENVIRONMENT, TRANSPORT,
ENERGY AND COMMUNICATIONS OF THE SWISS CONFEDERATION
ON
TECHNICAL COOPERATION IN RAIL SECTOR**

The Ministry of Railways of the Republic of India (MoR) and the Federal Department of the Environment, Transport, Energy and Communications (DETEC) of the Swiss Confederation (hereinafter individually referred to as "Participant" and jointly referred to as the "Participants"), desire to cooperate in the Railway Sector;

Wishing to further promote close and friendly relations between the two countries;

Being aware of the rapid developments in the railway sector, the positive contributions these have made to promoting international trade, and the necessity to develop a sustainable transport system;

Wishing to expand technical cooperation in the area of railways to their mutual benefit; and

Affirming their ambition to further strengthen their railway cooperation;

Have reached to the following understanding:

Paragraph-I: Objective

The Participants intend to develop technical cooperation activities in the railway area to promote efficiency and sustainability, to their mutual benefit, under this Memorandum of Understanding (hereinafter refers to as 'MoU').

Paragraph-II: Scope of Cooperation

Cooperation under this MoU may involve Ministries, Government agencies at national, regional & local level and Public Sector Enterprises under the Participants. Cooperation may take place in the following forms:

- a. Expert meetings and technical visits;
- b. Exchange of information;
- c. Implementation of jointly agreed cooperation projects; and
- d. Other forms of cooperation agreed between the Participants

Paragraph-III: Areas of Cooperation

Several areas and activities are of particular interest for cooperation. The ambition is to achieve concrete results with regard to bilateral trade, investment, research and

technology transfer. Cooperation may be developed within, but not limited to, the following areas:

- a. Traction Rolling stock
- b. EMU and Train sets
- c. Traction Propulsion Equipments
- d. Freight and Passenger Cars
- e. Tilting Trains
- f. Railway Electrification Equipments
- g. Train scheduling and operation improvement
- h. Railway Station modernization
- i. Multimodal transport
- j. Tunneling technology
- k. Any other area jointly identified by the Participants

Paragraph-IV: Nature of Cooperation

It is expected that Implementing Agreements or Action Plans containing more detailed provisions and procedures for specific cooperation activities / projects under this MoU be concluded in writing separately between the Participants or their representatives, according to their National laws.

Cooperation activities between the Participants that have been initiated but not completed on the date on which this MoU is signed, may be incorporated into the Implementing Agreements or Action Plans from that date.

Activities under this MoU, that require significant resource input should be carried out through a separate agreement in accordance with applicable laws and regulations of India and Switzerland.

Paragraph-V: Applicable Laws

The application of this MoU depends on access to appropriate financial means and on each country's applicable laws and regulations. The costs of cooperation activities implemented based on this MoU should be covered in a way that is approved by both Participants.

Furthermore, this MoU is not intended to create any legal or financial obligations for the Participants.

Paragraph-VI: Representation

A joint working group (JWG) should be organized with representatives from each Participant. A representative from respective country should jointly chair the JWG meetings, depending on which country hosts the meeting. The purpose of the JWG is to take action to broaden, deepen and evaluate the cooperation between the two countries within the railway sector.

Paragraph-VII: Intellectual Property Rights

If a Participant is interested in the other Participant's software or application programs, such interested Participant may, on a case by case basis, enter into non-exclusive and non-transferable user's license under market conditions and a separate agreement according to the National laws of the Participants.

Paragraph-VIII: Confidentiality

The Participants should keep in confidence information relating to and communicated under this MoU according to their applicable National laws.

Paragraph-IX: Language

The language used for the implementation of this MoU should be the English language.

Paragraph-X: Coming into operation, review and termination

This MoU comes into operation upon signing. It should remain in force for five (5) years. It may then be extended for a further five (5) years period, provided that both Participants agree to this extension in writing.

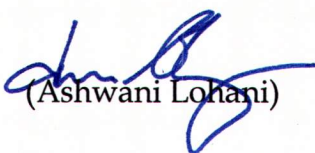
The Participants should undertake the review of implementation of this MoU periodically, at least once in every two years (2).

This Memorandum of Understanding may be terminated by either Participant preferably by six (6) months written notice to the other Participant of its intention to terminate.

In witness whereof the undersigned being duly authorised thereto have signed this Memorandum of Understanding.

Signed at New Delhi on the 31st day of August, 2017 in two originals in English, French & Hindi languages all three being equally valid. In case of divergence in interpretation the English text shall prevail.

For the Ministry of Railways



(Ashwani Lohani)

For the Federal Department of the
Environment, Transport, Energy
and Communications



(Andreas Baum)