



MEMORANDUM OF UNDERSTANDING

BETWEEN

**CENTRAL ELECTRICITY REGULATORY
COMMISSION (INDIA)**

AND

**FEDERAL ENERGY REGULATORY COMMISSION
(USA)**

MEMORANDUM OF UNDERSTANDING
BETWEEN
CENTRAL ELECTRICITY REGULATORY COMMISSION (CERC)
AND
FEDERAL ENERGY REGULATORY COMMISSION (FERC)

1. The Central Electricity Regulatory Commission ("CERC") and the Federal Energy Regulatory Commission ("FERC") (the "Participants") hereby declare their intention to share regulatory experiences and practices based on the goals set forth in this Memorandum of Understanding (MOU).

2. This MOU seeks to further the goal of developing activities aimed at the exchange of information and experiences in areas of mutual interest to both CERC and FERC in the electricity sectors. The purpose of this MOU is to illustrate and outline the broad nature of activities in which the Participants may engage and to identify likely topics for the exchange of information and regulatory practices. The Participants intend to jointly determine any specific activities and topics in advance and such activities and topics are subject to approval of funding by the Participants.

3. The activities under this MOU may include, but are not limited to, the following:

- i) Identify energy-related issues and develop topics and possible agendas for the exchange of information and regulatory practices in areas of mutual interest;
- ii) Organize visits by Commissioners and/or staff to participate in activities at each other's facilities;
- iii) Participate in seminars, visits, and exchanges;
- iv) Develop programs of mutual interest and, where appropriate, hold these programs locally to enhance participation; and
- v) When practical and of mutual interest, provide speakers on energy issues and other personnel (management or technical).

4. The activities under this MOU may address, but are not limited to, topics related to the following areas:

- i) Development and oversight of power markets and related issues;
- ii) Regulatory initiatives for facilitating investment in the power sector;
- iii) Integrating energy from renewable sources into the electricity grid;
- iv) Pricing of transmission services;

- v) Regulatory oversight of grid reliability;
- vi) Technical training in relevant areas; and
- vii) Regulatory practices and functioning.

5. Neither Participant should represent, either directly nor through conduct, that it has the authority to represent the other in any matter.

6. This MOU is not legally binding and neither Participant is expected to take any action that would be inconsistent with applicable laws, regulations, and policy directives.

7. The Participants intend to jointly coordinate on publicity and communications in connection with this MOU. Both Participants are expected to approve, in writing, the publication of reports, papers, brochures or other materials arising out of joint work conducted by the Participants under this MOU prior to dissemination through hardcopy or electronic means. The official emblems of the Participants are expected to be represented in equal proportion and number in such reports, documents, or communications. The participants are expected to consult and seek consent of each other before using the name, logo and/or official emblem of the Parties on any publication, document and/or paper on any publication, document and/or paper, so as to avoid misuse of the official emblem and logo.

8. To the extent consistent with their respective national laws, regulations, and policies the Participants may exchange information within the framework of this MOU. To the extent consistent with their respective national laws, regulations, and policies each Participant intends to maintain as non-public all information received from the other Participant pursuant to this MOU that is designated or marked, when applicable, as sensitive. To the extent consistent with their respective national laws, regulations, and policies, each Participant intends to obtain the written consent of the other Participant prior to disclosing such information to a third party.

9. Unless otherwise decided, each Participant intends to bear its own costs incurred as a result of participation in activities under this MOU.

10. This MOU becomes operative as of the date of the last signature. It is the intention of the Participants for this MOU to remain operative for a term of five years and thereafter to be renewed for further periods by mutual written consent of the Participants. Either Participant, however, may discontinue activities under this MOU at any time, but should endeavor to provide sixty (60) days advance written notice to the other Participant of its intention to terminate this MOU.

11. It is the intention of the Participants to resolve any difference arising out of the implementation of the provisions of this MOU through direct consultations.

12. This MOU may be modified at any time by the mutual written consent of the Participants.

Neil Chatterjee
Commissioner
Federal Energy Regulatory Commission
United States of America

Pradeep Kumar Pujari
Chairperson
Central Electricity Regulatory Commission
New Delhi (India)

Date: 19th January 2021

Date: 19th January 2021

Place: Washington DC, United States of America

Place: New Delhi, India