

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF ENTERPRISE AND INNOVATION
OF THE KINGDOM OF SWEDEN
AND
THE MINISTRY OF RAILWAYS OF REPUBLIC OF INDIA
ON
TECHNICAL COOPERATION IN RAIL SECTOR**

The Ministry of Enterprise and Innovation of the Kingdom of Sweden and the Ministry of Railways of the Republic of India (hereinafter individually referred to as "Participant" and jointly referred to as the "Participants");

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:

Article-I: Objective

The Participants intend to develop 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')

Article-II: Scope of Cooperation

Cooperation under this agreement may involve Ministries, Government agencies at national, regional & local level and enterprises. Cooperation may take place in the following forms:

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

Article-III: Areas of Cooperation

Several areas and activities are of particular interest for cooperation. The ambition is to by cooperation; 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. Benchmark railways policy development, regulations, organization and specific characteristics for each country.
- b. Exchange of knowledge, technical expertise, innovation, technology, sustainable solutions and research.
- c. Other cooperation projects agreed between the participants, such as, freight operations in cold regions, tilting coaches/trains, capacity allocation (time tabling) and optimisation of maintenance and improved freight/combination traffic solutions.
- d. Training and continuing education program in reliability and maintenance of rail transport system for railway engineers and managers.

Article-IV: Nature of Cooperation

Implementing Agreements or Action Plans containing more detailed provisions and procedures for specific cooperation activities under this MoU should be concluded in writing between the Participants or their representatives.

Cooperation activities between the Participant 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.

Article-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 shall 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.

Article-VI: Representation

A joint working group (JWG) should be organized with 3 to 5 representatives from each Participant. A representative from respective country should jointly chair the JWG meetings, depending on what country hosts the actual meeting. The purpose of the JWG is to take action to broaden, deepen and evaluate the cooperation between two countries within the railway sector.

ARTICLE-VII: Intellectual Property Rights

All documents which might be disclosed by a Party to the other, shall remain the intellectual property of the Party providing such documents.

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

The above Paragraphs of this Article shall apply to the extent permitted by National laws of the Parties.

ARTICLE-VIII: Confidentiality

To the extent permitted by applicable National laws of the Parties, the Parties agree to hold in confidence information relating to and communicated under this MoU.

ARTICLE-IX: Language

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

Article-X: Entry into force, duration and termination

This MoU shall enter into force upon signing. It shall 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 in writing.


The Participants shall undertake the review of implementation of this MoU periodically, atleast once in every two years.

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

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Parties, have signed this MoU.

Signed at Mumbai on the 15th day of February, 2016, in two originals, in both the English and Hindi languages, all texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.


Oscar Stenstrom
State Secretary
For Ministry of Enterprise and
Innovation of the Kingdom of Sweden


Girish Pillai
Adviser, Infrastructure, Railway Board
For Ministry of Railways,
Government of the Republic of India