Definitions:

1. In this MOU, unless the context otherwise requires, the following expressions shall have the following meaning and any definition introduced elsewhere in this MOU shall also apply throughout the MOU.

   The MOU and or 'Understanding' means this MOU including any exhibit or other document attached to or referred to herein.

   'NW' means an Inland Waterway of India designated as a National Waterway

   'Party' means one of the parties to this MOU individually and 'Parties' means both the parties collectively.

Co-operation and support from the Parties

2. IWAI and (short name of firm) will work in close association in coordinated manner for promoting cargo movement and transportation of ODC through inland water transport using Inland Waterways between _________ & _________ and for safe and timely delivery of ODC at destination.

3. IWAI will support the endeavor by providing the following:

   a) Assurance of minimum LAD in various stretches of National Waterways and Indo-Bangladesh Protocol Route within India.

   b) Smooth passage through Farakka Lock Gate within six hours (if on the way)

   c) Electronic Navigational Charts for the entire river stretch (except Protocol route) being traversed.

   d) DGPS facility from Farakka to Barh on NW-1 and Bangladesh border to Pandu on NW-2

   e) Night navigation facilities right upto Varanasi on NW-1 and from Bangladesh border to Dibrugarh on NW-2 and entire stretch of NW-3.

   f) River pilotage

   g) Anchoring facility on various fixed and floating terminals of IWAI

   h) Bunkering facility at Patna /Pandu River Ports & other terminals mentioned in the Guidelines on payment basis

   i) IWAI will also provide, on actual charge basis, assistance through its vessels (tugs/workboats/survey launches/ other vessels) in case of any 'emergency' when informed by the (short name of firm).
4. (short name of firm) will undertake the endeavor through the following:

a. Study the cargo requirement of the project and devise logistics which would be sufficient for the project of (short name of firm).

b. Inform the details of ODC at least 30 days in advance, indicating name of item, size, weight, number of packages, cost, type of packing, Name of manufacturer, Name and address of Consignee, route including origin and destination on National Waterways to IWAI before signing of this MoU.

c. (short name of firm) will inform the Movement Schedule of ODC and finalize the same in consultation with concerned Director, IWAI before signing of MoU.

d. Arrange inland vessels and their operations either owned by them or arranged through other IWT/logistic operator(s)

e. Arrange custom clearance, transit permit and other statutory clearance for cargo.

f. Facilitate and provide support to IWAI to produce promotional material for promotion of cargo movements by IWT mode.

g. (short name of firm) will arrange on its own parking place for cargo trucks at desired locations.

h. Start the transportation of ODC as per Agreed Movement Schedule by (mention number) of inland vessels to be arranged from __________/overseas.

i. Inform IWAI when assistance is required by the ODC vessel in case of any 'emergency' (such as engine failure, collision with another vessel or vessel running aground) and actual charges will be paid to IWAI by the (short name of firm).

j. Pay in advance a consolidated fee @ Rs.1.50 (Rupees One and Fifty paise only) per metric tonne per kilometer of waterway distance to IWAI for providing facilities as indicated at clause no. 3(a) to 3(h) above and mentioned in the Guidelines issued by IWAI.

Penalty for Deficiency in Service

5. In case there is delay in movement of ODC on account of deficiency in service rendered [as mentioned in clause no. 3(a) to 3(h)] except Force Majeure, IWAI will pay a penalty of Rs.10,000 per day to (short name of firm) subject to the condition that, under no circumstances, penalty payable by IWAI shall exceed fifty percent of the amount that has been paid by the (short name of firm) as consolidated fee/user charges.

*Force Majeure*

6. *Force Majeure* shall herein mean Riots, Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear bomb, fission, acts of God,