Statement of Intent
Between

NITI Aayog
Government of India

and

Rockefeller Foundation

for
Advancing improvements in the scale and quality of electricity access in India to promote economic development

July 2018
This **Statement of Intent (SoI)** is entered into on the 9th day of July in the year 2018, between

**NITI Aayog.** The Government of India, Parliament Street, New Delhi - 110001 (which expression shall where the context so admits include its successors and permitted assigns) of one part

and

**The Rockefeller Foundation,** a private charitable foundation having headquarters at 420 Fifth Avenue, New York City, The United States of America hereinafter referred to as “RF” (which expression shall where the context so admits include its successors and permitted assigns of the other part)

**PREAMBLE**

**NITI Aayog** is the premier policy “Think Tank” of the Government of India, providing both directional and policy inputs. NITI Aayog is also developing itself as a State of the Art Resource Centre, with the necessary resources, knowledge and skills, that will enable it to act with speed, promote research and innovation, provide strategic policy vision for the government, and deal with contingent issues. The Energy, Climate Change & Overseas Engagement vertical of NITI Aayog handles all aspects of the value chain of the energy sector.

**RF** is a charitable foundation set up in 1913 with the mission to promote the well-being of humanity throughout the world. Together with partners and grantees, RF strives to catalyse and scale transformative innovations, create unlikely partnerships that span sectors, and take risks others cannot. The Foundation works to secure the fundamentals of human well-being - health, food, energy, jobs - so these are within reach for everyone, everywhere in the world. RF uses an approach that is grounded in what the foundation has seen working over more than a century: It is inspired by science, rigorous about data, brings together and empowers others, and is focused on real results that improve people’s lives. In India, RF established the *Smart Power for Rural Development India Foundation* (hereinafter referred to as “SPI”), its subsidiary company, incorporated under Section 8 of the Companies Act, 2013, to act as the key agency local partner to implementing the Smart Power for Rural Development program, an initiative of RF.
To advance the common goal of promoting research and innovation to guide policy-level thinking for rural electrification, NITI Aayog and RF have therefore agreed to sign the SoI with the following terms:

**Parties involved in SoI:**

1. NITI Aayog, New Delhi
2. The Rockefeller Foundation, New York.

**Authorised Signatories:**

a. Shri R. P. Gupta, Additional Secretary (Energy), NITI Aayog, New Delhi
b. Mr Ashvin Dayal, Associate Vice President & Managing Director (Smart Power), The Rockefeller Foundation, New York

**Functionaries:**

<table>
<thead>
<tr>
<th>Address</th>
<th>Phone/Mobile/Fax/E-mail</th>
<th>Designation</th>
<th>Contact Representative</th>
<th>Org.</th>
</tr>
</thead>
<tbody>
<tr>
<td>NITI Aayog, Parliament Street, New Delhi</td>
<td>Telefax: +911123096545</td>
<td>Joint Adviser (Energy)</td>
<td>Surinder Singh Sur</td>
<td>NITI Aayog</td>
</tr>
<tr>
<td>NITI Aayog, Parliament Street, New Delhi</td>
<td>Mobile: 9810357779</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NITI Aayog, Parliament Street, New Delhi</td>
<td>Email: <a href="mailto:ssingh-pc@gov.in">ssingh-pc@gov.in</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rockefeller Foundation, 420 Fifth Avenue,</td>
<td>Tel: +1 212 852 8477</td>
<td>Associate Vice President &amp;</td>
<td>Ashvin Dayal</td>
<td>The Rockefeller Foundation</td>
</tr>
<tr>
<td>New York, NY 10018</td>
<td>Mobile: +1 917 545 3435</td>
<td>Managing Director (Smart Power)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Smart Power for Rural Development India</td>
<td>Tel: +91 124 469206</td>
<td>Director</td>
<td>Disha Banerjee</td>
<td>Smart Power for Rural</td>
</tr>
<tr>
<td>Foundation, 706, Time Tower MG, Rd, Gurgaon,</td>
<td>Mobile: 9910446655</td>
<td></td>
<td></td>
<td>Development India</td>
</tr>
<tr>
<td>Haryana 122002</td>
<td>Email: <a href="mailto:dbanerjee@smartpowerindia.org">dbanerjee@smartpowerindia.org</a></td>
<td></td>
<td></td>
<td>Foundation</td>
</tr>
</tbody>
</table>

Day to day correspondence during the course of the project shall be handled by the respective Focal Points identified as above.
ARTICLE 1: BACKGROUND AND PURPOSE

India is home to one of the largest populations of un-electrified households. 25 per cent (45 million) of rural households in the country have no electricity with several more under-electrified.

The poor financial health of the state electricity utilities (Distribution Companies or DISCOMs) and their inability to serve the rural market lies at the root of this problem. Central and state governments have taken significant steps towards improving grid infrastructure in rural areas. Government’s schemes such as Saubhagya and UDAY target to the improved village and household electrification, as well as financially turn-around the DISCOMs, with support from their State governments. These positive developments create an opportunity for innovation in last-mile electrification models that can be rapidly scaled up.

In this context, RF envisages achieving accelerated and widespread electricity access by involving private participation in the distribution of electricity in rural areas.

RF, through its Indian subsidiary, Smart Power for Rural Development India Foundation, will develop, advocate and support implementation of enhanced rural electricity distribution models in India which meet the government’s electricity access priorities as well as incentize the private player to improve i) electricity access (# of connections), ii) electricity reliability (predictability of power availability), iii) electricity quality (voltage available), and iv) customer service.

The purpose of the SoI is to provide a framework for joint cooperation to advance rapid improvements in the scale and quality of electricity access in India to promote economic development. This will be achieved through the exchange of knowledge and expertise, collaborative research, and joint convening, workshops/ training to advance enhanced rural electricity access models with the key public and private sector stakeholders. The knowledge and findings from this joint cooperation can also inform policy formulation at the central and state level.
ARTICLE 2: SCOPE OF SoI
This SoI clearly lays down the broad mandate of

- Developing ‘enhanced’ rural electricity distribution models.
- Improving economic opportunity for the rural communities by expanding electricity usage.

The specific activities to be undertaken under this SoI will be decided from time to time based on mutual consultation and agreement depending on prevalent requirements.

RF and NITI Aayog agree to cooperate towards advancing rapid improvements in the scale and quality of rural electricity access in India. The priority areas for cooperation between the two parties include but are not limited to:

1. Review the current status of rural electricity supply in terms of quantity and quality and identify the key challenges towards providing electricity 24x7 delivery.
2. Develop evidence-based business, financial and operational models for reliable and customer-centric electricity distribution.
3. Build and document knowledge and data on rural customer demand (household, productive loads, SMEs etc.) in varied contexts (e.g. geography, household features, customer attitudes other infrastructure etc.) in order to better understand and inform drivers of electricity demand, tariff policies, service standards etc.
4. Educate public and private participants about the enhanced models and advocate for the establishment of partnerships to demonstrate and scale up adoption.
5. Prepare tools, data, methodologies, and best-practices that support stakeholders to advance the enhanced models.
6. Identify and promote technology, training, and economic development partnerships that can support the rollout of scalable electrification models.

ARTICLE 3: MODE OF COOPERATION
Activities under this SoI between NITI Aayog and RF for advancing rapid improvements in the scale and quality of rural electricity access in India are as follows:

A. Work related to this SoI would be undertaken by RF through its Indian subsidiary, Smart Power for Rural Development India Foundation, in consultation with NITI Aayog.
B. NITI Aayog would coordinate SPI in collecting data from all stakeholders. Data published by respective Energy Ministries would only be used.
C. The SoI parties expect the collaboration to be conducted through in-person meetings, convening, workshops, training, discussions, technical exchanges, joint studies and specific projects.
D. Other forms of co-operation as be mutually agreed upon falling within the scope of this SoI.
E. Exchange of any confidential information shall be governed by a separate written non-disclosure agreement. Such agreement shall provide that RF be permitted to share confidential information with SPI for the purposes of effectively implementing the Smart Power initiative, and provided that SPI agrees to act in accordance with the terms and conditions of such non-disclosure.

F. Any research collectively developed shall be the common intellectual property of Niti Aayog, and RF.

G. For the avoidance of doubt and further to the Financial Terms set forth in Article 6 below, it is clarified that this SoI does not represent any commitment with regard to funding on the part of either party. Any financial commitments shall be set forth in separate agreements that may be entered into by the parties.

ARTICLE 4: ROLE AND RESPONSIBILITIES OF NITI AAYOG

i. Identify entities to participate in activities under this SoI and coordinate their participation e.g. Government of India ministries and agencies, State government ministries and agencies, private sector entities, non-government and expert organizations funded by NITI Aayog.

ii. Disseminate and release jointly created reports/knowledge products/white papers via its website and distribute it amongst relevant government stakeholders.

iii. Assign relevant NITI Aayog officer and experts to collaborate with RF’s Indian subsidiary, Smart Power for Rural Development India Foundation, in planning activities, accessing official data, and providing technical inputs.

ARTICLE 5: ROLE AND RESPONSIBILITIES OF ROCKEFELLER FOUNDATION

i. Undertake, through SPI, the following research projects to:
   a. Estimate the cost of electricity supply to remote and far-flung geographies through grid-based and other alternative/optional solutions.
   b. Undertake primary and secondary research to understand the demand profile of the rural customer and market.

ii. Lead the initiative to co-create a series of knowledge products and events, including white papers on rural electricity consumption and market, with NITI Aayog.

iii. Coordinate with Indian and International entities, through SPI, to participate in the agreed SoI activities, e.g. private sector companies, government agencies, non-government and expert organizations to carry out activities envisioned under this SoI.

iv. Cover the costs of RF’s entities participating in workshops, training, discussions, technical exchanges, technical task forces, joint studies and specific projects.
ARTICLE 6: FINANCIAL TERMS
There is no financial binding on either Party. Expenditures involved in the execution of activities, workshops, conferences, seminars etc. expected to be borne by RF are subject to availability of funds, internal funding approvals and requirements. However, expenditures incurred in connection with holding of meetings at NITI Aayog, New Delhi would be borne by NITI Aayog. This SoI is intended to be a mutual undertaking of parties hereto as at the date thereof.

ARTICLE 7: PROJECT MANAGEMENT
A. There will be a quarterly review, monitoring and coordination meeting at the Niti Aayog premises.

ARTICLE 8: INTELLECTUAL PROPERTY RIGHTS
A. Each Party shall remain the sole owner of all intellectual property rights, technical data, know-how, designs, software, visualization techniques, specifications, data analysis, and the like, generated, acquired before the signature or beyond the scope of this SoI.
B. Each Party shall remain the sole owner of all intellectual property rights, technical data, know-how, designs, software, visualization techniques, specifications, data analysis, and the like generated by that Party during the course of the performance of this SoI and shall be free to use it.
C. Prior to the creation or development of any technical data, know-how, designs, software, visualization techniques, specifications, data analysis or other intellectual property to be jointly made by the parties in the performance of this SoI, the parties shall enter into separate agreements, through good faith negotiations, where the ownership and treatment of said intellectual property shall be determined, as well as the corresponding measures of protection for both parties of the intellectual property rights.

ARTICLE 9: DURATION
The SoI will be valid initially for a period of five years from the date of execution up to June 30, 2023. However, this is expected to be further extended with the mutual written consent of both the parties and signed by duly authorized representatives of the parties, in order to ensure continuous knowledge sharing in light of changing trends and environment.

ARTICLE 10: TERMINATION
This SoI can be terminated by either of the party by serving three months written notice to the other party.

ARTICLE 11: DISPUTE SETTLEMENT
All disputes arising between the parties in any way connected with this SoI or in regard to the interpretation of the context thereof shall be resolved amicably on mutual consultation and negotiation between the apex authority of Niti Aayog and the Rockefeller Foundation, respectively.
ARTICLE 12: NON-BINDING NATURE
This SoI reflects the parties’ intention to cooperate, expressed in good faith. This SoI does not create any legal obligation or the incurrence of any liability on the parties. The cooperation between the parties as set forth in This SoI is subject to the policies and procedures of each of the parties and to such further agreements and approvals as may be required for specific proposed activities.

SIGNATURE OF THE PARTIES
IN WITNESS WHEREOF the parties hereto have signed this SoI on the day, month year mentioned above.

Witness 1:
(SURINDER SINGH SUR)
National Institution for Transforming India (NITI) Aayog
New Delhi

Authorized Signatory
(P. P. GUPTA)
Additional Secretary (Economic Affairs)
NITI Aayog

Witness 2:
(Smita Bajaj)
The Rockefeller Foundation
New York