MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY OF MINES OF THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE SECRETARIAT OF MINING OF THE MINISTRY OF ECONOMY OF THE ARGENTINE REPUBLIC ON COOPERATION IN THE FIELD OF MINERAL RESOURCES

The Ministry of Mines of the Government of the Republic of India and the Secretariat of Mining of the Ministry of Economy of the Argentine Republic, hereinafter jointly referred to as "Participants" and individually as "Participant".

With the purpose of developing and promoting the opportunities in the field of mineral resources between the Participants;

Aiming to increase minerals and related mining and geological services, technology trade and investment between the Argentine Republic and the Republic of India and support development of respective mining sectors;

Have reached the following understanding:

ARTICLE 1
DEFINITION

The following words and expressions should have the meanings set out below:

a. MoU: The present Memorandum of Understanding
b. IPR: Intellectual Property Rights
c. JWG: Joint Working Group

ARTICLE 2
OBJECTIVE

The Participants agree to promote the cooperation for the development of mineral resources, promote mining investments and the transfer of technology, within their competencies.

ARTICLE 3
AREAS OF COOPERATION

The cooperation between Participants will be developed in the following areas:

a. Encouraging minerals exploration and development;
b. Exchange of published technical and scientific information;
c. Exchange of technocrats, scientists and experts for interchange of ideas / knowledge;
d. Training and capacity building;
e. Encouraging the offer of capacities and provision of mining goods and services;
f. Promoting mining investing opportunities through road shows, video conferences, official visits and related activities;
g. Promote the publication of the mining cadastral system;
h. Promoting the requirements for environmental approvals and its compliances including mine closure;
i. Exchanging relevant information in order to comply with the good sectoral practices;
j. Collaboration with the local mining authorities;
k. Extraction, mining and beneficiation of lithium;
l. Explore possibilities of forming joint venture in the field of base metals, critical and strategic minerals for mutual benefit.
m. Other areas, as mutually agreed.

ARTICLE 4
FORMS OF COOPERATION

Co-operation between the Participants in the field of geology and mineral resources under this MoU may be effected by following means:

a. Visits by Ministers and/or senior government officers;
b. Promotion and support of opportunities for mining and related services and technology trade and investment subject to respective legislations and regulations;
c. Training and capacity building workshops;
d. Exchange of officers;
e. Discussions among officers;
f. Sharing of information;
g. Other forms as mutually decided.

ARTICLE 5
CENTRAL AUTHORITY

The Central Authorities responsible for implementation and execution of the present MoU are:

a. The Ministry of Mines of the Government of the Republic of India, and
b. The Secretariat of Mining of the Ministry of Economy of the Argentine Republic.

ARTICLE 6
IMPLEMENTATION AND JOINT WORKING GROUP

a. Activities under this MoU will be subject to the availability of funds and personnel, and will be conducted in accordance with the laws and regulations of the Participants.
b. The specific terms and conditions of implementation of each collaborative program undertaken under this MoU as part of the envisaged co-operation shall be agreed to by the Participants in separate agreements.
c. Within the framework of this MoU, in order to exchange views and draw a road map for enhancing cooperation, both Participants may constitute a JWG with equal number of representatives from each Participant. The JWG shall meet once every year alternately in India and in Argentina. The composition, venue and date of the meetings of the JWG shall be determined by mutual agreement between the Participants.

ARTICLE 7
FINANCIAL ARRANGEMENT

Each Participant will cover their own expenses relating to collaborative activities and programs carried out by them towards the fulfillment of the objectives of the MoU, including participation in the meetings of the JWG, unless otherwise agreed.

ARTICLE 8
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS (IPR)

a. Each Participant will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to this MoU, consistent with the laws, rules and regulations of their respective countries and other multilateral agreements to which both Participants are Party to.

ARTICLE 9

PROTECTION OF CONFIDENTIAL INFORMATION

a. All information and documents to be exchanged pursuant to the MoU will be kept confidential by the Participants and will be used subject to such terms as each Participant may specify. The Participants will not share such information with third parties or use the information for purposes other than that specified, without the prior written consent of the other Participant.

b. All Confidential Information shall remain the exclusive property of the disclosing Participant. The Participants agree that this MoU and the disclosure of the confidential information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Participant.

c. Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by the Participants.

ARTICLE 10

SETTLEMENT OF DISPUTES

a. Any dispute between the Parties arising out of the interpretation or implementation of this MoU shall be settled amicably through consultation or negotiation between the Participants.

b. Activities pursuant to this MoU shall be governed and construed in accordance with the laws and regulations prevailing in the country of the respective Participants where activities are taking place.

b. The Participants will share and jointly publish the scientific and technical results of cooperative projects conducted under this MoU in English language or hold in confidence in accordance with the specific provisions identified in the associated collaborative projects. The use of the name, logo and/or official emblem of the Participants on any publication, document and/or paper will require prior permission of both Participants. It may however be ensured that the official emblem and logo is not misused.

c. Subject to the applicable rules and regulations of the two Participants, information, including derived data, maps and reports arising from collaborative activities undertaken under this MoU may only be released to third parties upon the written consent of both Participants. Any intellectual property rights (IPR) brought to material jointly produced by both Participants will respect the background IPR of the Participants contributing and the foreground IPR will be the joint property of both Participants subject to mutual written consent regarding apportionment of jointly created IPR.

d. The Intellectual Property Rights of all background IPR including, but not limited to, information, maps, reports and all data in analogue or electronic forms supplied by the either Participant for the purposes of this MoU is and will remain vested with the owning Participant.

e. Both Participants grant the other Participant a non-exclusive license to use their background IPR as reasonably required for the sole purpose of this MoU. Any other usage of either Participant's background IPR will be subject to separate license arrangements being agreed with the other Participant. No transfer of the ownership of either Participant's background IPR arises from or is implied under this MoU.

f. In case of research results obtained through joint activities under this MoU both Participants will apply as co-applicant for the protection of intellectual Property Rights subject to exclusive rights of both Participants to commercialize the technology in their respective countries. Commercialization in any other country shall be done jointly through a separate MoU.

ARTICLE 11

REVISION AND AMENDMENT

This MoU may be amended at any time by mutual written consent of the Participants through an exchange of notes between the Participants through official/diplomatic channels.

ARTICLE 12

ENTRY INTO FORCE, DURATION AND TERMINATION

a. This MoU shall enter into effect on the date of its signature thereof by the Participants.
b. The MoU shall remain in force for a period of five (5) years from the date of its signature thereof by the Participants. Thereafter, it will be automatically renewed for further successive periods of five (5) years at a time unless terminated by either Participant by giving three (3) months written notice in advance to the other Participant of its intention to terminate this MoU.
c. The termination of this MoU shall not affect activities that are ongoing at the moment of its termination, unless the Participants decide otherwise.

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

Done at Buenos Aires on 26th day of August 2022 in two originals, each in the Hindi, Spanish and the English languages, all texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.

Dinesh Bhatia
Ambassador of India to the Argentine Republic

Maria Fernanda Avila
Secretary - Mining
Secretariat of Mining
Ministry of Economy of the Argentine Republic