

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MINISTRY OF MINES OF THE REPUBLIC OF INDIA,

AND

**THE MINISTRY OF ENTERPRISES AND MADE
IN ITALY**

AND

**THE MINISTRY OF ENVIRONMENT AND
ENERGY SECURITY OF THE ITALIAN
REPUBLIC,**

ON

COOPERATION IN THE FIELD OF CRITICAL MINERALS

The Ministry of Mines of the Republic of India, on the one hand, and the Ministry of Enterprises and Made in Italy and the Ministry of Environment and Energy Security of the Italian Republic, on the other hand, hereinafter referred to jointly as "the Participants" and individually as the "Participant",

Q.K.

HAVING REGARD to the Agreement between the Government of the Republic of India and the Government of the Italian Republic on cooperation in the fields of science and technology, done at New Delhi on 28 November 2003;

CONFIRMING their mutual interest in developing and reinforcing their cooperation in the fields of critical minerals;

RECALLING the United Nations General Assembly resolution n. A/RES/70/1 *Transforming our world: the 2030 Agenda for Sustainable Development* and its 17 Sustainable Development Goals (SDGs) and the relevance of some SDGs and targets which represent the agreed priorities for the Participants (particularly, inter alia, *SDG 7, SDG 9, SDG 12*);

TAKING INTO ACCOUNT THAT both Participants are active in the UN Global Reporting Initiative to strengthen sustainability standards on ESG.

RECOGNIZING the importance of establishing a framework for cooperation in the field of critical minerals;

BELIEVING that such cooperation will further strengthen the existing friendly relations between the Participants;

HAVE REACHED the following understanding:

ARTICLE 1

OBJECTIVE

The objective of this Memorandum of Understanding (hereinafter referred to as “MoU”) is to:

- i. provide a framework for the Participants to promote and foster cooperation in the field of Critical Minerals through shared projects—for mutual economic, technological, social and environmental benefit;

- ii. establish a framework for joint efforts in sustainable and secure mineral exploration, extraction, securing, processing and recycling critical minerals with a focus on sustainability and supply chain resilience;

ARTICLE 2
AREAS OF COOPERATION

Cooperation under this MoU may include, but is not limited to, the following areas of interest:

- i. collaborating on the sharing and co-development of technologies for the exploration, extraction, processing and recycling of critical minerals, including valuable mining waste and mining tailings, as well as promoting an efficient use of critical minerals through eco-design;
- ii. promoting advanced technologies and best practices in exploration and extraction, including innovation in mineral processing, in valuable mining waste and in mining tailings, in order to enhance operational efficiency and minimize environmental impact, thus promoting sustainability along the whole value chain of critical minerals;
- iii. promoting a secure supply of responsibly produced critical minerals between India and Italy, aligned with international benchmarks & designed to enhance competitiveness;
- iv. building capacity to help diversify sources of critical minerals while promoting the resiliency and environmental & social sustainability of supply chains.
- v. promoting investments in exploration and extraction of critical minerals in India, and in other resource rich countries;
- vi. co-development of sustainable technologies, techniques, and practices for offshore exploration and extraction, according to the international, regional and domestic obligations to effectively protect and preserve the marine environment from harmful effects which may arise from such activities.
- vii. collaboration in the valorisation of abandoned mining sites, with scientific and technological purposes;
- viii. any other areas of cooperation that may be mutually identified by the Participants.



ARTICLE 3
FORMS OF COOPERATION

Cooperation between the Participants in the field of critical minerals may be implemented by:

- i. promoting investment in the critical minerals value chain in resource-rich countries, also through national organizations and initiatives such as the Italian National Fund for Made in Italy and the Indian initiatives such as Startup India and Invest India;
- ii. promoting trade and investment opportunities in the critical minerals value chain in Italy and India through governmental efforts to facilitate B2B matchmaking and Italy-India co-investments support in projects, also through national organizations and initiatives such as the Italian National Fund for Made in Italy and the Indian initiatives such as Startup India and Invest India;
- iii. facilitating opportunities for sharing resources and infrastructure to optimize efficiency and reduce costs in mineral extraction, processing, and transportation through automation and advanced technologies;
- iv. facilitating opportunities for recycling critical minerals from mine tailings, industrial by-products, and electronic waste (e-waste), aligning with principles of circular economy and sustainable development;
- v. facilitating joint initiatives for enhancing the resilience and efficiency of critical mineral supply chains;
- vi. working together to co-develop sustainable technologies, techniques and practices for offshore mining, according to the international, regional and domestic obligations to effectively protect and preserve the marine environment;
- vii. involving industry, academia and research centres, organizing training programs, workshops, seminars, symposia to enhance the skills and knowledge of personnel involved in mineral supply chain management, environmental conservation and technological innovation;
- viii. exchanging views on the participation of India and Italy in international fora dealing with critical minerals, such as, but not exclusively, the Forum on Resource



Geostrategic Engagement (FORGE).

- ix. any other forms of cooperation jointly identified by the Participants.

ARTICLE 4

IMPLEMENTATION AND JOINT WORKING GROUP

1. Within the framework of this MoU, in order to draw a roadmap for furthering and enhancing cooperation, a Joint Working Group (JWG) may be constituted. The JWG may organize meetings and reviews, preferably once a year, alternatively in India and Italy. The place, agenda, date and mode (mainly virtual and, in exceptional cases, in person) of meetings of the JWG will be mutually determined by the Participants.
2. The terms and conditions of implementation of the collaborative programme undertaken through this MoU as part of the envisaged cooperation may be jointly defined by the Participants in a separate Implementing Arrangement.

ARTICLE 5

FINANCIAL PROVISIONS

1. The expenses arising from the implementation of this MoU will be covered by the Participants according to their ordinary budget availability, without any additional cost to public finances of the Republic of India and the Italian Republic.
2. The costs related to travel expenses will be borne by the visiting Participant.

ARTICLE 6

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS (IPR)

1. The Participants will fully respect intellectual property rights (IPRs) of the Participants which are relevant to this MoU in line with the legal framework in

force in their respective countries.

2. The ownership, use and transfer of intellectual property rights relating to scientific and technological results obtained under this MoU shall be decided between the Participants in accordance with the principles of equal rights and responsibilities and sharing of results obtained, as well as in full compliance with the relevant laws and regulations in force in their respective countries.

ARTICLE 7

PROTECTION OF CONFIDENTIAL INFORMATION

1. The Participants will not share any classified information or documents. All information and documents exchanged in the implementation of this MoU will be kept confidential and jointly held by the Participants.
2. The Participants will not share such information with third parties without the prior written consent of the other Participant.
3. All Confidential Information will remain the exclusive property of the disclosing Participant.
4. The Participants understand that this MoU and the disclosure of any 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.
5. 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 decided in writing by the Participants.
6. In order to ensure the confidentiality of the personal data exchanged for the implementation of this MoU, each Participant undertakes not to transfer those data to third parties or otherwise process them in a manner that is incompatible with the agreed purposes without the prior written consent of the other Participant. The Participants further undertake and are expected to treat as confidential any information, data, documents, or other material (in any form), including information given orally, relating directly to the activities under this MoU and any



implementing arrangement supplied by the other Participant, subject to and in accordance with each Participant's applicable laws, regulations, and policies, unless otherwise mutually determined in a separate implementing arrangement.

**ARTICLE 8
AMENDMENT**

This MoU may be amended at any time by mutual written consent of the Participants.

**ARTICLE 9
DIFFERENCES**

Any difference arising out of the interpretation and/or implementation of this MoU will be settled amicably through direct consultations or negotiations between the Participants.

**ARTICLE 10
FINAL PROVISIONS**

1. This MoU takes effect on the date of signature. It will remain valid for a period of five (5) years and will be automatically renewed for another period of five (5) years unless terminated by either Participant by giving to the other Participant written notice of its intention three (3) months prior to the intended date of termination.
2. The termination of this MoU will not affect the completion of any ongoing cooperation activities, unless otherwise decided by mutual consent of the Participants.
3. This MoU will be implemented in accordance with the Indian and Italian legislations and regulations, as well as applicable international law, and, as for the Italian Participant, the obligations arising from Italy's membership of the European Union.



4. This MoU does not constitute an international agreement which may lead to rights and obligations under international law. No provision of this MoU is to be understood and performed as a legal obligation or commitment of the Participants.
5. The provisions of this MoU will be without prejudice to any other treaties or agreements to which India and Italy are parties.

Signed in ... Rome on ... 20-05-2026 in two originals in the English language.

Handwritten signature

**FOR THE MINISTRY OF
MINES
OF THE REPUBLIC OF
INDIA**

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ENTERPRISES AND MADE
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