MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF MINES OF THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE MINISTRY OF MINES AND ENERGY OF THE FEDERATIVE REPUBLIC OF BRAZIL
ON
COOPERATION IN THE FIELD OF RARE EARTH ELEMENTS AND CRITICAL MINERALS

The Ministry of Mines of the Government of the Republic of India and the Ministry of Mines and Energy of the Federative Republic of Brazil (hereinafter jointly referred to as the "Parties" and individually as the "Party"),

CONFIRMING their mutual interest in developing and reinforcing their cooperation in the mining sector, on the basis of this Memorandum of Understanding (hereinafter referred to as MoU);

ESTABLISHING this MoU as the framework for cooperation in research, development and innovation in mining, with a particular focus on rare earth elements (REE) and critical minerals;

DESIRING to enhance mutual cooperation in the REE and critical minerals sector towards economic development, technological upskilling and sustainable growth; and

BELIEVING that such cooperation shall further strengthen the friendly relations between the Parties;

HAVE REACHED the following understanding:

ARTICLE 1
OBJECTIVE

The objective of this MoU is to facilitate collaboration between the Parties in the minerals sector by exploring avenues for technology transfer, exploration, research & development and mining of REE and critical minerals, responsible environmental stewardship, capacity building, monitoring and evaluation and investment initiatives.

ARTICLE 2
AREAS OF COOPERATION

The areas of focus covered by this MoU include:

i. Attraction of investment in the exploration, mining, and infrastructure development for REEs and critical minerals in both countries;

ii. Processing and recycling technologies for REEs and critical minerals;

iii. Automation and the use of advanced technologies in exploration and mining to increase operational efficiency and reduce environmental impact;

iv. Use of artificial intelligence in geoscientific data analysis to enhance exploration processes and the discovery of REE and critical mineral resources;

v. Support for exploration of REEs and critical minerals in greenfield and brownfield areas; and

vi. Best practices in mineral extraction, processing, and environmental management in the REE and critical minerals sector.

vii. Additionally, any other forms of cooperation that are mutually agreed upon in writing between the Parties will also be pursued.

ARTICLE 3
MECHANISMS OF COOPERATION

The Parties express their intention to establish the following cooperation mechanisms in the field of geology and mineral resources:

i. Facilitate investment in the mineral and mining sector for exploration, extraction, infrastructure development, and mineral processing, with a focus on REEs and critical minerals needed for sustainable technologies and energy transitions;

ii. Promotion of joint initiatives to strengthen the resilience and efficiency of REE and critical mineral supply chains;

iii. Joint work on research projects and facilitation of partnerships between industry and academia related to innovative extraction and processing technologies,

environmental impact assessments, use of artificial intelligence in data analysis, and sustainable mining practices;

iv. Cooperation in geological survey projects, focusing on areas with higher potential for the identification of critical mineral deposits such as lithium, nickel, cobalt, rare earth elements, among others, using state-of-the-art exploration technologies;

v. Promotion of the exchange of scientists, experts, delegations, personnel training, published scientific and technical information, geological publications, specimens, and standard samples of REEs and critical minerals;

vi. Organization of training programs, workshops, seminars, and symposia to enhance the skills and knowledge of personnel involved in mineral supply chain management, environmental conservation, and technological innovation;

vii. Encouragement of collaboration with startups and innovation-oriented companies in the field of exploration, processing, and recycling of REEs and critical minerals;

viii. Support for the incubation, funding, and piloting of technologies led by startups aimed at increasing efficiency, sustainability, and resilience across the critical minerals value chain; and

ix. Other forms of cooperation as may be mutually agreed upon by the Parties.

ARTICLE 4
CENTRAL AUTHORITIES

The authorities responsible for the implementation of this MoU shall be;

i. In case of the Republic of India, the Ministry of Mines; and

ii. In case of the Federative Republic of Brazil, the Ministry of Mines and Energy

ARTICLE 5
IMPLEMENTATION AND JOINT WORKING GROUP

i. The Parties may identify implementing programs and agencies, review progress, and evaluate results, taking into account any other aspects relevant to promoting bilateral cooperation;

ii. The Parties may establish a Joint Working Group (JWG), which will develop an implementation plan, hold regular meetings, and conduct annual reviews, alternately in each respective country;

iii. The venue, agenda, date, and format (in-person or virtual) of the JWG meetings shall be determined by mutual consent of the Parties;

iv. The Joint Working Group, once established and depending on its members, may utilize or establish a Mining Investment Platform as a bilateral mechanism to facilitate its functioning and cooperation in the sector, provided that it does not entail any expenditure of resources and complies with applicable laws. The Platform will connect stakeholders from both countries, to facilitate business-to-business meetings, technical workshops, and forums; promote joint ventures in the exploration, processing, and use of strategic minerals such as lithium, nickel, copper, and rare earths; map investment opportunities across the value chain; and develop a pipeline of bankable projects. and

v. The JWG meetings would be convened virtually as a general rule and physically in exceptional cases.

ARTICLE 6
FINANCIAL ARRANGEMENT

i. Each Party shall finance the expenses of the activities under its own responsibility related to the implementation of the MoU;

ii. Travel expenses & TA/DA of the Officials will be borne by the respective Parties;

iii. No financial transfers shall take place between the Parties.

ARTICLE 7
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS (IPR)

i. The Parties will share and jointly publish the scientific and technical results of cooperative projects conducted under this MOU with mutual Written consent. The use of the name, logo and/ or official emblem of the Parties on any publication, document and/or paper will require prior permission of both Parties to avoid misuse;

ii. Subject to the applicable laws, rules and regulations of the two Parties, information, including derived data, maps and reports arising from collaborative activities undertaken through this MOU may only be released to third Party on the written consent of both Parties;

iii. Any intellectual property rights (IPR) jointly produced by both parties will respect the background IPR of the parties contributing, however, the foreground IPR will be the joint property of both Parties subject to mutual written MOUs regarding apportionment of jointly created IPR;

iv. 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 Party for the purposes of this MOU is and will remain vested with the owning Party.

v. Each party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MOU, consistent with their respective laws, rules and regulations; and

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

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ARTICLE 8
PROTECTION OF CONFIDENTIAL INFORMATION

The Participants will take necessary measures to maintain the confidentiality of any proprietary or sensitive information exchanged under this MoU, subject to their respective national laws and policies. Further details include:

i. All information and documents to be exchanged pursuant of the MoU will be kept confidential and jointly held by the Parties. The Parties will not share such information with third Parties without the prior written consent of the other Party;

ii. All Confidential Information shall remain the exclusive property of the disclosing party. The Parties agree that this MOU and the disclosure of the confidential information do not grant or imply any license, interest or right in respect to any intellectual property right of the other Party; and

iii. 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 Parties in writing.

ARTICLE 9
SETTLEMENT OF DISPUTES AND GOVERNING LAWS

i. 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 Parties;

ii. Activities pursuant to this MoU shall be governed and construed in accordance with the domestic laws of the respective countries of the Parties where activities are taking place.

ARTICLE 10
GENERAL PROVISIONS

i. This MoU does not create any legally binding obligations;

ii. Amendments to this MoU may be made by mutual written agreement of the Participants;

iii. The Participants acknowledge that cooperation under this MoU is subject to their respective national laws, regulations, and international obligations; and

iv. The establishment of effective obligations necessary for implementing actions under this MoU shall be carried out through separate instruments, preceded by mutual agreements, and in accordance with applicable national regulations.

ARTICLE 11
ENTRY INTO FORCE, DURATION AND TERMINATION

i. This MoU will enter into effect upon signature of the Parties;

ii. This MoU will be in effect for a period of five (5) years from the date of its entry into effect, and thereafter it will be automatically extended for successive periods of five (5) years each, unless terminated by either Party by giving at least three (3) months prior notice to the other party in writing of its intention to terminate the MoU.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Memorandum of Understanding (MoU).

Signed at.... on 21st day of February 2026 in two originals, each in the Hindi, English and the Portuguese languages, all copies being equally authentic. In case of divergence in interpretation, the English text shall prevail.

ON BEHALF OF THE MINISTRY OF MINES OF THE GOVERNMENT OF THE REPUBLIC OF INDIA

Shri G. Kishan Reddy
Union Minister of Coal and Mines

ON BEHALF OF THE MINISTRY OF MINES AND ENERGY OF THE FEDERATIVE REPUBLIC OF BRAZIL

Mr. Alexandre Silveira
Minister of Mines and Energy