

MEMORANDUM OF UNDERSTANDING
(hereinafter referred to as "this MOU")

BETWEEN

THE REPUBLIC OF ZIMBABWE
(hereinafter referred to as "the ROZ")

AND

THE REPUBLIC OF INDIA
(hereinafter referred to as "the ROI")

**CONCERNING CO-OPERATION IN THE FIELDS OF GEOLOGY,
MINING AND MINERAL RESOURCES**





PREAMBLE

WHEREAS the ROZ and the ROI (hereinafter jointly referred to as "the Parties" and individually as "the Party") are desirous of entering into this MOU to facilitate co-operation in the fields of geology, mining and mineral trade;

CONSIDERING that bilateral co-operation in the above said fields shall be of mutual economic, social and environmental benefit to the Parties;

CONVINCED that co-operation in the mining sector shall greatly contribute to the economic development of their countries;

BELIEVING that such co-operation shall further strengthen the existing friendly relations between the Parties;

NOW THEREFORE, the Parties have agreed as follows:

ARTICLE 1 OBJECTIVE

The objective of this MOU is to create and set out an agreed framework to facilitate co-operation in the fields of geology, mining and mineral trade between the Parties.

ARTICLE 2 SCOPE OF CO-OPERATION

The Parties shall:

- a) exchange information on technology and geo-scientific data, mining and mining related projects, business opportunities, commercialisation, market potential and mineral development;
- b) develop co-operative projects in the fields of mining, geology, exploration, beneficiation and mineral economics;
- c) train and develop specialists in geo-scientific areas such as but not limited to, environment, health and safety, mining, geology, metallurgy, surveying and gemology;
- d) promote joint programmes on the study and development of mineral deposits in their respective territories and other territories of other countries of mutual interest;
- e) participate in workshops, conferences and exhibitions, aimed at attracting investments into mining development and exploration of mineral deposits in their respective territories;
- f) promote and support co-operation between companies of their respective countries; and

- g) co-operate in any other geo-scientific and trading areas as may be agreed upon by the Parties from time to time.

ARTICLE 3
SPECIFIC IMPLEMENTATION AGREEMENTS

The terms and conditions of implementation of each programme undertaken under this MOU as part of the envisaged co-operation shall be agreed to by the Parties in separate agreements.

ARTICLE 4
COMPETENT AUTHORITIES

The ROZ designates Ministry of Mines and Mining Development and the ROI designates Ministry of Mines to perform all necessary acts to give effect to the objective of this MOU and both shall:

- a) be responsible for identifying other programmes of co-operation and implementing agencies, reviewing progress, the evaluation of results, and the consideration of any other aspects relevant to the promotion of bilateral co-operation; and
- b) ordinarily meet annually alternating the venue between the Parties and extraordinarily when deemed necessary by the Parties.

ARTICLE 5
ESTABLISHMENT OF A JOINT CO-ORDINATING COMMITTEE

- a) The Parties shall establish a Joint Co-ordinating Committee (JCC), comprising of a minimum of five (5) members and a maximum of seven (7) members from each Party, to assist with the implementation of this MOU and to co-ordinate all programmes for co-operation entered into under this MOU.
- b) The JCC shall hold its first meeting within ninety (90) days from the date of entry into force of this MOU, thereafter, the JCC shall meet once in a year, alternating the venue between the Parties.
- c) A representative of the Party hosting the meeting shall chair the meeting.
- d) Extraordinary meetings shall be held whenever deemed necessary and at the request of either Party.
- e) The JCC shall report to the competent authorities, on the activities carried out under the approved plans between the Parties on a yearly basis.



**ARTICLE 6
DUTIES OF THE JCC**



The JCC shall be responsible for:

- a) developing a detailed annual working programme and time frames, especially with regard to the definition of human, technical and financial resources needed for implementing the agreed projects and programmes;
- b) submitting working programmes and project proposals for approval by the Parties before the beginning of the year in which they are going to be implemented;
- c) ensuring the fulfillment of the agreed programmes within the agreed time frames;
- d) developing at the beginning of the quarter of each year, a report on the activities carried out with proposals of adjustments and future action to be undertaken;
- e) developing and submitting a semester evaluation report within fifteen (15) days after the end of the period under review and as may be instructed by the competent authorities;
- f) establishing the necessary mechanisms for implementing the programmes of co-operation and to answer specific requests for information by either Party; and
- g) fulfilling any other actions of interest to the Parties as may be instructed by the competent authorities.

**ARTICLE 7
WORKING GROUPS**

- a) The Parties shall, where appropriate, establish Working Groups for the purpose of joint development of plans for co-operation as well as implementation and analysis of work to be performed in the areas referred to in Article 2 of this MOU.
- b) The agenda, time and place of the meetings of the Working Groups shall be agreed upon by the Parties.

**ARTICLE 8
EXPENSES**

- a) The subsistence and travel expenses of participants in all programmes of co-operation and in meetings of implementing agencies of Working Groups contemplated under this MOU shall be borne by the respective Parties.
 - b) The Parties shall agree on the financial modalities for staff capacity building including the allocation of expenses for training programmes, apprenticeship programmes, courses or seminars and technical visits in accordance with their respective approved annual budgets.
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- c) The expenses resulting from the exchange of information shall be borne by each of the Parties and eventually, by other forms of funding.
- d) The provisions of any other technical assistance shall be provided on modalities to be defined on a case by case basis, according to the annual working programmes to be established.

ARTICLE 9 CONFIDENTIALITY

All information classified as confidential by a Party shall not be divulged to third parties unless such Party gives its written consent waiving its claim to the confidential nature of such information.

ARTICLE 10 GOVERNING LAW

This MOU shall be governed and construed in accordance with laws of the Party where activities are taking place.

ARTICLE 11 INTELLECTUAL PROPERTY RIGHTS

- a) For the purposes of this MoU, Intellectual Property (IP) refers to all rights in any information including, without limitation, data, techniques, methods, processes, know-how, inventions, designs, formulae, photographs, drawings, plans, specifications, reports, studies, technical and procedural manuals and computer programs, and all patents, copyrights, trademarks and industrial designs arising there from.
- b) The Parties shall retain ownership of their existing IP that they bring in the implementation of the MoU, IP arising out of the co-operation or resulting from activities conducted under this MOU shall be the joint property of both Parties subject to mutual conversations and agreements unless otherwise consented to by both Parties.
- c) The Parties agree in principle to share the data derived from laboratory investigations under the MoU in accordance with the data policy and the best practices of each Party.
- d) Procedures to achieve and use the data shall be co-ordinated and identified by consultation between the Parties.



**ARTICLE 12
SETTLEMENT OF DISPUTES**

Any dispute or disagreement that may arise from the interpretation, application or implementation of this MOU between the Parties shall be settled amicably through dialogue and consultation through the diplomatic channels.

**ARTICLE 13
VALIDITY AND RELATIONSHIP WITH INTERNATIONAL
AGREEMENTS**

This MOU shall not affect the validity or execution of any obligations arising from the application of other international agreements, conventions, treaties or protocols concluded separately by either Party.

**ARTICLE 14
ENTRY INTO FORCE AND DURATION**

This MOU shall enter into force on the date and shall remain in force for a period of five (5) years and shall be automatically extended for a further period of five (5) years, unless either Party notifies the other in writing at least six (6) months prior to the date of the expiry of its intention to terminate the MOU.

**ARTICLE 15
AMENDMENTS**

This MOU may be amended at any time by mutual consent of the Parties in writing and signed by both Parties through an exchange of notes between the Parties through the diplomatic channels.

**ARTICLE 16
TERMINATION**

- a) This MOU may at any time be terminated by either Party by giving six (6) months written notice to the other, through the diplomatic channels, of its intention to terminate this MOU.
- b) At the termination of the MOU, the provisions of any other separate agreements entered into pursuant to the MOU shall continue to govern any unexpired obligations commenced or assumed hereunder until they are fully executed, unless otherwise agreed upon by the parties.

**ARTICLE 17
FORCE MAJEURE**

- a) Neither Party shall be held accountable or liable for failure to fulfill their obligations arising from this MOU if they are prevented from fulfilling such obligations by the occurrence of an event of *force majeure* which shall include, but not limited to the following; riots, floods, acts of God, natural disasters and

wars, provided that prompt written notice is given by such Party experiencing an event of *force majeure* to the other in the most expeditious manner, setting forth the circumstances giving rise to the failure to fulfill such obligations; and

- b) In the event that the event of *force majeure* subsists for a period of more than six (6) months, this MOU shall automatically be suspended due to supervening impossibility of performance.

ARTICLE 18 CORRESPONDENCE

All correspondence and communication between the Parties in respect of this MOU shall be effected through the diplomatic channels.

IN WITNESS WHEREOF, the undersigned being the duly nominated and authorised representatives of the Parties have signed this MOU.

SIGNED at **Harare** on this **Third** day of **November 2018** in two originals in the English and Hindi languages, all texts being equally authentic. In case of doubt, English text shall prevail.



FOR THE REPUBLIC OF INDIA



FOR THE REPUBLIC OF ZIMBABWE