

**MEMORANDUM OF UNDERSTANDING
(hereinafter referred to as “MoU”)**

**BETWEEN
MINISTRY OF MINES,
THE GOVERNMENT OF THE REPUBLIC OF INDIA**

AND

**THE PLURINATIONAL STATE OF BOLIVIA, REPRESENTED BY
THE MINISTRY OF MINING AND METALLURGY**

**ON
ON COÓPERATION IN THE FIELD OF GEOLOGY AND MINERAL
RESOURCES**

March 29, 2019

**MEMORANDUM OF UNDERSTANDING ON COOPERATION IN THE FIELD OF
GEOLOGY AND MINERAL RESOURCES BETWEEN THE REPUBLIC OF
INDIA, REPRESENTED BY THE MINISTRY OF MINES AND THE
PLURINATIONAL STATE OF BOLIVIA, REPRESENTED BY
THE MINISTRY OF MINING AND METALLURGY**

THE REPUBLIC OF INDIA, REPRESENTED BY THE MINISTRY OF MINES,
GOVERNMENT OF INDIA AND THE PLURINATIONAL STATE OF BOLIVIA,
REPRESENTED BY THE MINISTRY OF MINING AND METALLURGY, hereinafter
jointly referred to as "Parties" and individually as "Party".

Desiring to promote and expand bilateral relations in the field of geology and
mineral resources between the two countries on principles of equality and mutual
benefit on a long and enduring basis;

And convinced that this Memorandum of Understanding would form the basis of
favorable conditions for development of bilateral relations;

Have reached the following understanding:

**ARTICLE 1
DEFINITION**

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

- a) MoU: The present Memorandum of Understanding or MoU.
- b) IPR: Intellectual Property Rights
- c) JWG: Joint Working Group
- d) PERIOD: Five (5) year term from the commencement date of this MoU
- e) PARTIES: The Republic of India, represented by the Ministry of Mines and the
Plurinational State of Bolivia, represented by the Ministry of Mining and
Metallurgy.

**ARTICLE 2
OBJECTIVE**

Through the present, the Parties agree, within the scope of their competences, to
promote the cooperation for the development of geological and mineral resources,
promote mining investments and the transfer of technology.

ARTICLE 3

AREAS OF COOPERATION

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

- a) Geological mapping and research;
- b) Prospecting, exploration and mining development;
- c) Beneficiation of ores and minerals;
- d) Training of personnel;
- e) Organization of seminars to exchange views on development strategies;
- f) Promotion of high-level and experts' visits to explore investment opportunities;
- g) Regular exchange of information related to mineral resources, policies, mining laws/regulation and projects identified for cooperation.
- h) Promotion of joint ventures in the area of geological studies and development of mineral deposits.

ARTICLE 4

FORMS OF COOPERATION

Co-operation between the parties in the field of geology and mineral resources may be effected by means of:

- a) Exchange of scientists, experts, delegations and training of personnel;
- b) Joint organization of workshops, conferences and Business seminars;
- c) Facilitate investments in the mining sector,
- d) Transfer of technology in support of collaborative projects.
- e) Exchange of published scientific and technical information, geological publications, specimen and standard samples; and
- f) Other form of co-operation as agreed to by both the parties.

ARTICLE 5

CENTRAL AUTHORITY

The institutions responsible for implementation and execution of the present MoU are

- (a) The Ministry of Mines, the Government of the Republic of India and
- (b) The Plurinational State of Bolivia, represented by the Ministry of Mining and Metallurgy.

ARTICLE 6

IMPLEMENTATION AND JOINT WORKING GROUP

- a) Within the framework of this MoU, in order to exchange views and draw a roadmap for enhancing cooperation, both sides may constitute a Joint Working

Group (JWG) with equal number of representatives from each side. The joint working group shall meet once every year alternately in India and in Bolivia.

- b) The terms and conditions of implementation of each collaborative programme undertaken under this MoU as part of the envisaged co-operation shall be agreed to by the Parties in separate MoUs.
- c) The composition, venue, agenda and date of the meetings of the Joint Working Group shall be determined by mutual understanding by the Parties.

ARTICLE 7 FINANCIAL ARRANGEMENT

Each Party will cover their own expenses relating to collaborative activities and programmes carried out by them towards the fulfilment of the objectives of the MoU, including participation in the meetings of Joint Working Group. Activities pursuant to this Memorandum are subject to the availability of funds and personnel and to the laws and regulations of the respective countries of the Parties.

ARTICLE 8 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS (IPR)

- a) The Parties will share and jointly publish the scientific and technical results of cooperative projects conducted under this MOU in Spanish and English languages 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 the participants. It may however be ensured that the official emblem and logo is not misused.
- b) Subject to the applicable rules and regulations of the two Parties, information, including derived data, maps and reports arising from collaborative activities undertaken under this MOU may only be released to third Party on the written consent of both parties in a written MoU. Any intellectual property rights (IPR) brought to material jointly produced by both parties will respect the background IPR of the parties contributing and the foreground IPR will be the joint property of both Parties subject to mutual written MoUs regarding apportionment of jointly created IPR.
- c) 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.

- d) Both parties grant the other party a license to use their background IPR as reasonably required for the sole purpose of this MOU. Any other usage of either Party's background IPR will be subject to separate license arrangements being agreed with the other Party. No transfer of the ownership of either Party's background IPR arises from or is implied under this MOU.
- e) 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 multilateral MoUs to which both Parties are Party to.
- f) 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.

ARTICLE 9

PROTECTION OF CONFIDENTIAL INFORMATION

- a) All information and documents to be exchanged pursuant to the MOU will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The Parties 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 Party.
- b) 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 to the Recipient in respect to any intellectual property right of the other Party.
- 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 Parties.

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 Parties to the dispute.

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

ARTICLE 11 REVISION AND AMENDMENT

This MoU may be amended at any time by mutual written consent of the Parties through an Exchange of Notes between the Parties through the diplomatic channel.

ARTICLE 12 ENTRY INTO FORCE, DURATION AND TERMINATION

- a) This MoU shall enter into force on the date of its signature thereof by the "Parties."
- b) The MoU shall remain in force for a period of five (5) years.
- c) Thereafter, it will be renewed for further period of five (5) years by mutual written consent of the "Parties" unless terminated by either Party by giving six (6) months written notice in advance to the other Party of its intention to terminate this MoU through diplomatic channels.
- d) The Parties may terminate this MoU at any time, having to communicate their decision with an anticipation of six (6) months period in which the instrument will continue to have effect until the effective date of its termination. The termination of this MoU will not affect activities that are ongoing until that date, unless the Parties decide otherwise.

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

Done at Santa Cruz de la Sierra, Bolivia on 29th day of March, 2019 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.



FOR THE GOVERNMENT OF THE
REPUBLIC OF INDIA

MANDARAPU SUBBARAYUDU
Ambassador of India



FOR THE GOVERNMENT OF THE
PLURINATIONAL STATE OF
BOLIVIA

DIEGO PARY RODRÍGUEZ
Minister of Foreign Affairs