

MEMORANDUM OF UNDERSTANDING
BETWEEN
MINISTRY OF MINES, GOVERNMENT OF THE REPUBLIC of INDIA
AND
THE INTERNATIONAL ENERGY AGENCY
ON
COOPERATION IN THE AREA OF CRITICAL MINERALS

The Ministry of Mines, Government of The Republic of India (the **MOM**) and the International Energy Agency, Paris (the **IEA**), an international organisation within the framework of the Organisation for Economic Co-operation and Development (**OECD**) (hereinafter jointly referred to as "the **Parties**", and individually referred to as a "**Party**")

Desirous to promote, develop, and reinforce their cooperation in the field of critical minerals, and

Intending to establish a framework for cooperation in the field of critical minerals,

Have reached the following understanding in this Memorandum of Understanding
(**MOU**):

ARTICLE - 1

OBJECTIVE

The Parties will endeavour to promote co-operation in the field of critical minerals on the basis of equality and mutual advantages and will define, by mutual consent, any areas in addition to those set out in Article 2 below, in which such cooperation is

desirable taking into the account the expertise and experience the Parties have gained and the resources available.

ARTICLE –2

AREAS OF CO-OPERATION

- I. The Parties intend to cooperate under this MOU in the field of critical minerals in the following areas:
 - a. exchange and development of data and statistics, best practice, policy tracking tools as well as collaboration on improving data collection;
 - b. modelling and analysis; and
 - c. any other areas, as agreed to in writing by both Parties.
- II. Additional details about the potential scope of proposed cooperation between the Parties is set out in the Annex to this MOU.

ARTICLE –3

FORMS OF CO-OPERATION

The forms of co-operation between the Parties in the field of critical minerals may include the following:

- I. exchange of staff, experts, delegations and training of personnel;
- II. joint organization of workshops, seminars and symposia;

- III. exchange of published scientific and technical information;
- IV. participation in workshops and meetings organised by the other Party related to critical minerals and any other areas of mutual interest;
- V. organisation and delivery of capacity building events;
- VI. regular meetings between staff of both Parties to exchange expertise;
- VII. strategic advice on policies; and
- VIII. any other form of co-operation agreed to in writing by both the Parties.

ARTICLE - 4

FUNDING

- I. The implementation of activities under this MOU will be subject to the availability of funds, personnel and other resources by the Parties. Nothing in this MOU obligates either Party to expend or commit funds and/or resources or enter into any contract or other financial obligations in relation to activities under this MOU.
- II. Each Party will bear its own costs and expenses related to the implementation of activities under this MOU.

ARTICLE -5

INTELLECTUAL PROPERTY

In the event that joint co-operation activities under this MOU result in a product subject to intellectual property rights, the Parties will agree upon appropriate intellectual property terms, based on the nature of the activity and the intellectual contribution made by each Party. If necessary, these terms will be set out in a separate written agreement.

Each Party will retain ownership of the intellectual property rights in all existing materials and in all materials separately developed and produced by its experts, staff or consultants and which are shared with the other Party in connection with activities under this MOU.

ARTICLE -6

PROTECTION OF CONFIDENTIAL INFORMATION

All information and documents to be exchanged pursuant to the MOU which are not already in the public domain will be kept secret by the Parties and will not be used for any purpose other than the purpose for which they were disclosed, except as otherwise agreed in writing. 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.

ARTICLE - 7

SETTLEMENT OF DISPUTES

Any dispute between the Parties arising out of the interpretation or implementation of this MOU will be settled amicably through consultation or negotiation between the Parties.

ARTICLE - 8

NON-BINDING

This MOU is not intended to create legally binding rights or obligations for either Party. Nothing in this MOU will interfere with the independent decision-making or autonomy of the Parties with respect to their own governance structures and operations.

ARTICLE - 9

PRIVILEGES AND IMMUNITIES

Nothing in this MOU will be construed as a waiver, express or implied, of any of the privileges and immunities that the IEA enjoys as an international organization.

ARTICLE - 10

NON-EXCLUSIVITY

This MOU does not create an exclusive relationship between the Parties for the purpose of undertaking any activities described in this MOU, nor does it give either Party the authority to act on behalf of the other Party.

ARTICLE - 11
USE OF NAMES, LOGOS OR EMBLEMS

Neither Party may use the other Party's logos, names, trademarks and/or emblems without their prior written consent.

ARTICLE - 12
ANNUAL REVIEW

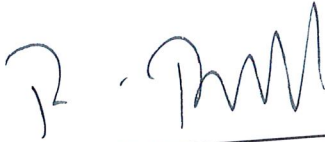
The Parties will establish an informal joint working group that includes relevant personnel and experts from each Party that will meet annually to review the progress of activities undertaken under this MOU and discuss priorities and proposals for further activities.

ARTICLE - 13
ENTRY INTO FORCE, RENEWAL, AMENDMENT AND TERMINATION

- I. This MOU will enter into force on the date of its signature by both Parties and will remain valid for a period of five (5) years. It may be extended for one additional three (3) year term by the mutual agreement of the Parties in writing at least one (1) month before the expiry date.
- II. Either Party may terminate this MOU by giving ninety (90) days' written notice to the other Party. Where notice of termination is given, the Parties will take

immediate steps to bring all activities under this MOU to a close in a prompt and orderly manner.

Signed in NEW DELHI on the 13th day of NOVEMBER, 2024,
in two original copies each of the Hindi and English languages, both copies being
equally valid. In case of divergence in interpretation, the English text shall prevail.

	
MINISTRY OF MINES, of the Republic of India V.L. KANTHA RAO, SECRETARY	The International Energy Agency DR. FATIH BIROL, EXECUTIVE DIRECTOR

Annex: Scope of Proposed Cooperation

INTERNATIONAL ENERGY AGENCY	INDIA MINISTRY OF MINES
<i>Data and Statistics</i>	
Provide access to IEA global data/databases on critical minerals, and supply and demand projections.	Provide India data/information on critical minerals
Provide access to IEA global data/databases on topics relevant to critical minerals - e.g. policies, investments, end use technologies (EVs etc.)	

Modelling and Analysis

Critical Minerals Market Review/Outlook and other reports related to market monitoring may include analysis and information on India	Peer review text related to India's critical minerals for accuracy
IEA flagship publications – e.g., Medium Term Energy Market Forecasts and Long-Term Projections e.g. Renewable Market Report (5-year), Global EV Outlook, World Energy Outlook, Energy Technology Guide, Energy Technology Perspectives - may include analysis and information on India	May request that specific analysis and insights be included in flagship publications, which would be agreed with the IEA on case-by-case basis
<i>Advice and Implementation</i>	
Review and provide advice on draft strategies and other policy documents related to critical minerals	Provide information on relevant critical minerals policies for inclusion in the IEA's Critical Minerals Policy Tracker
Regular access to IEA critical minerals experts	Regular access to India critical minerals experts

Where appropriate, invite Ministry to IEA high level meetings e.g. IEA Critical Minerals and Clean Energy Summit	Invite IEA to relevant meetings and events convened in India on critical minerals
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