MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MINISTRY OF MINES OF THE REPUBLIC OF INDIA

AND

THE MINISTRY OF FOREIGN AFFAIRS OF THE KINGDOM OF THE NETHERLANDS

ON

COOPERATION IN THE FIELD OF CRITICAL MINERALS 2026

The Ministry of Mines of the Republic of India and the Ministry of Foreign Affairs of the Kingdom of the Netherlands (hereinafter jointly referred to as "the Participants" and separately as a "Participant");

CONFIRMING their mutual interest in developing and reinforcing their cooperation in the field of critical minerals, jointly accepted by both Participants as critical minerals, on the basis of this Memorandum of Understanding (MoU);

RECOGNIZING the need for global cooperation to build resilient critical mineral supply chains; recognizing that this MoU establishes a framework for cooperation concerning the field of critical minerals, on subjects of mutual interest;

DESIRING cooperation in the field of critical minerals, as jointly decided by the Participants, specifically in exploration, research and innovation, integration of value chains, supply chain resilience, circularity and ESG standards and related assessments, with the intent of strengthening cooperation between their countries; and

BELIEVING that such co-operation will further strengthen the friendly relations between the Participants,

Have come to the following understanding:

PARAGRAPH 1

OBJECTIVE

The Participants will endeavour to promote the development of co-operation in the field of critical minerals as jointly decided, with a view to build strategic, resilient mineral value chains between the Participants.

PARAGRAPH 2

AREAS OF COOPERATION

The areas of cooperation under this MoU may encompass the following activities:

i. **Research and Innovation;** Identification of joint research and development projects, building on the expertise of Indian and Dutch knowledge institutes. Topics could include exploration, processing and recycling.

ii. **Integration of value chains;** Collaboration on supply chain diversification, identifying projects in third countries, India, or the Netherlands, and promotion and facilitation of trade and investment linkages.

iii. **Supply chain resilience;** identification of (potential) supply chain disruptions for specific critical items relevant to both the Netherlands' and India's economies and identification of projects to reduce related risks and dependencies and enhance security of supply for both Participants.

iv. **Circularity;** identification of joint projects to promote circular economy solutions.

v. **Environmental, Social and Governance (ESG) standards and assessments;** Identification of projects or sharing of best practices in the areas of responsible mining, strengthen supply chain transparency, community engagement and environmental stewardship.

vi. Any other areas as jointly decided by the Participants.

PARAGRAPH 3

FORMS OF COOPERATION

Without excluding recourse to other means, the Participants encourage cooperation through the following actions:

i. Carry out initiatives and exchange information, knowledge, expertise, documents, and best practices in areas of mutual interest related to critical minerals and raw materials.

ii. Organise consultations among relevant stakeholders including government representatives, experts, companies, and financial institutions to promote collaboration in exploration, mining, processing, recycling, and value chain integration.

iii. Other forms of cooperation as decided by both Participants in the field of critical minerals.

PARAGRAPH 4

CENTRAL AUTHORITIES

The Participants, the Ministry of Mines of the Republic of India and the Ministry of Foreign Affairs of the Kingdom of the Netherlands are responsible for the implementation of this MoU.

PARAGRAPH 5

IMPLEMENTATION AND JOINT WORKING GROUP

i. The competent authorities will be responsible for the identification of programmes and implementing agencies, the review of progress, and the evaluation of results to consider any other aspect relevant to the promotion of bilateral cooperation;

ii. In order to implement the cooperation of this MoU, the Participants may constitute a Joint Working Group (JWG) which will conduct periodical meetings and reviews annually, in their respective countries, alternately.

iii. The venue, agenda, date and mode (mainly in virtual and physical in exceptional cases) of the meeting of the JWG will be determined by mutual decision of the Participants.

PARAGRAPH 6

FINANCIAL ARRANGEMENT

The subsistence and travel expenses of all Participants in different programmes of co-operation and in meetings of JWG contemplated in this MoU will be borne by the Participant that incurs such costs, while the other expenses will be borne according to the matters consented by the Participants.

PARAGRAPH 7

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The Participants will fully respect intellectual property rights of the Participants which are relevant to this MoU in line with the laws and regulations of each country. The Participants will make separate arrangements for intellectual property rights originating from this MoU as and when needed.

PARAGRAPH 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 to the MoU will be kept confidential and jointly held by the Participants. The Participants will not share such information with third Parties without the prior written consent of the other Participant.

ii. All confidential information will remain the exclusive property of the disclosing Participant. The Participants accept 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 Participant.

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 decided by the Participants in writing.

PARAGRAPH 9

SETTLEMENT OF DISPUTES AND GOVERNING LAWS

i. Any dispute between the Participants arising out of the interpretation or implementation of this MoU will be settled amicably through consultation or negotiation between the Participants.

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

PARAGRAPH 10

AMENDMENT

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

PARAGRAPH 11

COMMENCEMENT, DURATION AND TERMINATION

i. This MoU, which will commence on the date of its signature by the Participants, is not intended to create rights or obligations under international or domestic law.

ii. This MoU will continue to be in effect for a period of five (5) years. It will then automatically renew for successive periods of five (5) years each, unless either Participant discontinues this MoU by giving the other Participant written notice at least three (3) months' before the intended date of discontinuation.

iii. The discontinuation of this MoU will not affect the completion of any ongoing projects at the moment of its termination, unless otherwise consented to by the Participants.

Signed by the duly authorised representatives of the Participants in two copies at Delhi on 8th May, 2026.

For the Ministry of Mines of the Republic of India	**For the Ministry of Foreign Affairs, of the Kingdom of the Netherlands**
Name: Shri Piyush Goyal Designation: Secretary of the Ministry of Mines of the Republic of India	Name: Ms. Marisa Gerards Designation: Ambassador of the Kingdom of the Netherlands to India, Nepal and Bhutan