MEMORANDUM OF UNDERSTANDING

ON

COOPERATION IN THE FIELD OF MINING AND PROCESSING OF CRITICAL AND STRATEGIC MINERALS

BETWEEN

MINISTRY OF MINES, THE GOVERNMENT OF THE REPUBLIC OF INDIA

AND

DEPARTMENT OF INDUSTRY, SCIENCE, ENERGY AND RESOURCES FOR AUSTRALIA, THE GOVERNMENT OF AUSTRALIA

MINISTRY OF MINES, THE GOVERNMENT OF THE REPUBLIC OF INDIA AND DEPARTMENT OF INDUSTRY, SCIENCE, ENERGY AND RESOURCES FOR AUSTRALIA, THE GOVERNMENT OF AUSTRALIA (hereinafter jointly referred to as the "Participants", and individually referred to as a "Participant")

CONFIRMING their mutual interest in developing and reinforcing their cooperation in the field of mining and processing of critical and strategic minerals, on the basis of this Memorandum of Understanding (hereinafter referred to as "MOU");

RECOGNISING that technological development and economic growth have been driving increased global demand for the critical and strategic minerals essential for the well-being of the world's economies;

RECOGNISING that Australia's *Critical Minerals Strategy 2019,* and India's *Critical Non-Fuel Mineral Resources for India's Manufacturing Sector: A Vision for 2030,* released in 2016, outline goals for industry development;

RECOGNISING that India's Make in India Initiative is aiming to make India a global manufacturing hub for twenty-five different sectors for which critical and strategic minerals are essential including electric vehicles, electrical machinery, electronic systems, and renewable energy technologies;

RECOGNISING that the Government of India has established a joint venture company, Khanij Bidesh India Ltd (KABIL) with the objective of ensuring a consistent supply of critical and strategic minerals to the Indian market through the identification, acquisition, exploration, development, mining and processing of critical and strategic minerals overseas, and to help build partnerships with countries such as Australia;

RECOGNISING Australia's ambitions in developing downstream processing capabilities and technologies to contribute to stable and secure supply;

RECOGNISING that for the purposes of this MOU, critical and strategic minerals are identified as being of significant importance to Participants and which are susceptible to disruptions in supply, including battery minerals such as lithium, cobalt and others, rare earth elements, and platinum group elements;

Have reached the following understandings:

PARAGRAPH 1
DEFINITIONS

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

a. MOU means this present Memorandum of Understanding;

b. IPR means Intellectual Property Rights;

c. JWG means Joint Working Group;

d. PARTICIPANTS means Ministry of Mines, the Government of the Republic of India and Department of Industry, Science. Energy and Resources for Australia, the Government of Australia;

e. PERIOD means Five (5) year term from the commencement date of this MOU.

PARAGRAPH 2
OBJECTIVES

The Participants will endeavour to promote the development of co-operation in the field of mining and processing of critical and strategic minerals between the Participants on the basis of equality and mutual advantages and will define, by mutual consent, various areas in which such cooperation is desirable taking into account the experience which specialists of the Participants have gained and the possibilities available. The Participants will also endeavour for the following strategic goals of:

a. Increase trade and investment in sectors relating to critical and strategic minerals exploration, mining and processing capability;

b. Support India's secure supply of required critical and strategic minerals through investment in Australia's mineral and mining sectors;

c. Secure and diversify global critical and strategic minerals supply chains;

d. Enhance research and development (R&D) and scientific cooperation in areas of mining and exploration of minerals.

PARAGRAPH 3
AREAS OF COOPERATION

The Participants will promote cooperation, inter alia, in the following areas; but not limited to the following areas of interest:-

a. Facilitate links between institutions to share data and analyse information relating to critical and strategic minerals demand and supply;

b. Promote and facilitate investment in Australia's mineral and mining sectors including downstream processing by Khanij Bidesh India Ltd (KABIL) in Australia and investment by Australian agencies in India's mineral and mining sectors and value added derivative manufacturing;

c. Collaborate on actions to support stable, secure and resilient supply chains for critical and strategic minerals, including downstream processing; and

d. Explore linking research institutions and universities, including through existing avenues for cooperation, to strengthen application oriented research and collaboration outcomes relating to critical and strategic minerals.

PARAGRAPH 4
FORMS OF COOPERATION

Co-operation between the Participants in the field of mining and processing of critical and strategic minerals may be effected by the following means:

a. The Participants will establish the India-Australia Critical and Strategic Minerals Joint Working Group (JWG), which will conduct periodical meetings and reviews annually, in the respective countries alternately.

b. Representatives from relevant institutions of the countries of the Participants, including relevant industries, state / provincial governments, research organisations, etc. where their involvement supports the work program of the JWG, can be included in the JWG.

c. Participants intend to hold meetings of the JWG annually with the host rotating between Australia and India. The venue and date of the meetings of the Joint Working Group will be determined mutually by the Participants.

d. The agenda and priorities of the JWG will be mutually determined between the Participants. The agenda for JWG meetings may include meetings of heads of delegation, opening remarks, thematic sessions, closed government-to-government sessions, working lunches, networking sessions, workshops, presentations, discussions, site visits, official dinners, etc.

e. The JWG will decide on a Plan of Action that will detail the areas of cooperation between the Participants. The Plan of Action will then be updated annually or as otherwise agreed by the Participants.

f. The host of each year's Joint Working Group may propose additional events in the margins of the Joint Working Group itself consistent with the themes for that particular meeting.

PARAGRAPH 5
CENTRAL AUTHORITY

The competent authorities will be responsible for the identification of programmes and implementing agencies, review of progress, evaluation of results to consider any other aspect relevant to the promotion of bilateral co-operation. The organisations responsible for the implementation and execution of the present MOU are:

a. The Ministry of Mines, the Government of the Republic of India; and

b. The Department of Industry, Science, Energy and Resources for Australia, the Government of Australia.

PARAGRAPH 6
FINANCIAL ARRANGEMENT

The subsistence and travel expenses of all participants in different programmes of co-operation and in meetings of the JWG contemplated in this MOU will be borne by the sending Participant, while the other expenses will be borne according to the terms decided upon between the Participants.

PARAGRAPH 7
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS (IPR)

a. The Participants will share and jointly publish the scientific and technical results of cooperative projects conducted under this MOU in English language 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 laws, rules and regulations of the two Participants, information, including derived data, maps and reports arising from collaborative activities undertaken under this MOU will only be released to a third Party on the written consent of both Participants. Any intellectual property rights (IPR) jointly produced by both Participants will respect the background IPR of the Participants contributing, however, the foreground IPR will be the joint property of both Participants 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 Participant for the purposes of this MOU is and will remain vested with the owning Participant.

d. Both Participant grants the other Participant a non-exclusive license to use their background IPR as reasonably required for the sole purpose of this MOU. Any other usage of either Participant's background IPR will be subject to separate license arrangements being decided with the other Participant. No transfer of the ownership of either Participant's background IPR arises from or is implied under this MOU.

e. Each Participant will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to this MOU, consistent with the respective laws, rules and regulations and other multilateral Agreements to which countries of both Participants are Party to.

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

PARAGRAPH 8
PROTECTION OF CONFIDENTIAL INFORMATION

a. All information and documents to be exchanged pursuant to the MOU will be kept confidential by the Participants and will be used subject to such terms as each Participant may specify. The Participants 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 Participant.

b. All Confidential Information will remain the exclusive property of the disclosing Participant. The Participants decide that this MOU and the disclosure of the confidential information does not grant or imply any license, interest or right to the Recipient in respect of any intellectual property right of the other Participant.

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 decided by the Participants.

PARAGRAPH 9
SETTLEMENT OF DISPUTES

a. Any dispute between the Participants arising out of the interpretation or implementation of this MOU shall be settled amicably through consultation or negotiation between the Participants.

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

PARAGRAPH 10
REVISION AND AMENDMENT

This MOU may be amended at any time by the mutual written consent of the Participants through an exchange of Notes between the Participants through the diplomatic channels.

PARAGRAPH 11
ENTRY INTO FORCE, DURATION AND TERMINATION

a. This MOU shall come into effect on the date of its signature thereof by the Participants.

b. The MOU shall continue to have effect for a period of five (5) years and shall be automatically renewed for a successive period of five (5) years unless terminated by either Participant giving three months written "Notice of Termination" through diplomatic channels.

c. The termination of this MOU shall not affect the completion of any unfulfilled commitment at the moment of its termination, unless otherwise decided by the Participants.

d. The implementation of this MOU shall be in accordance with the Laws and Regulations applicable in the respective Countries. This MOU does not create any legal relations between the Participants. The provisions of this MOU shall be without prejudice to any other treaties or agreements to which both Participants are parties.

e. The notices under this MOU shall be deemed effective when delivered to the following addresses:

For the Government of Australia:

Critical Minerals Facilitation Office, Department of Industry, Science, Energy and Resources, Industry House, 10 Binara Street, Canberra, ACT, 2601, Australia

For the Government of the Republic of India:

Joint Secretary (International Cooperation), Ministry of Mines, Government of India, 3rd Floor, Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi – 110 011, India

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

Done at NEW DELHI on 3rd day of JUNE, 2020 in two originals, each in the Hindi and the English languages, all texts being equally authenticate. In case of divergence in interpretation, the English text will prevail.

Ministry of Mines,
The Government of the Republic of India

Name: Sunil Kumar
Designation: Secretary.

Department of Industry, Science, Energy and Resources for Australia,
The Government of Australia

Name: David Fredericks
Designation: Secretary