

**Memorandum of Understanding between the
Government of the Republic of India and the
Government of the People's Republic of Bangladesh
in the field of Blue Economy and Maritime
Co-operation in the Bay of Bengal and
the Indian Ocean Region**

The Government of the Republic of India and the Government of the People's Republic of Bangladesh (hereinafter referred to as "the Parties");

Taking into consideration the civilization and close neighbourly relations between the two countries;

Recognizing that both countries border the Bay of Bengal and are Littoral States of the Indian Ocean;

Recalling the importance of their mutually beneficial cooperation in various fields in order to meet increasing maritime challenges;

Determined to further strengthen and expand their cooperation;

Convinced that cooperation in the field of Blue Economy and Maritime Co-operation will be to their mutual advantage;

Believing in the need to ensure the systematic and balanced development of the national capacity in the field of maritime sector;

Have reached the following understanding:

ARTICLE I

The Parties shall cooperate in the field of Blue Economy on the basis of equality, reciprocity, mutual benefit and in strict respect for the principles of sovereignty and territorial integrity of both Parties.

ARTICLE II

The Parties shall mutually extend their co-operation, *inter alia*, in the following priority areas:

- a. Developing inclusive and people centric ocean based blue economy and maritime cooperation;
 - b. R&D in marine biotechnology and the creation of centres of excellence;
 - c. Capacity building and skill development in the field of marine science and blue economy;
 - d. Sharing knowledge and expertise on marine aquaculture and deep sea fishing and safeguarding economic interests including fishing fleets in the areas beyond national jurisdiction;
 - e. strengthening maritime pollution response cooperation;
 - f. green tourism; Supporting exchange programmes for human resource and skill development in the field of green tourism and hospitality sectors;
 - g. exchange of Tsunami and cyclone warnings between agreed points of contact;
 - h. maritime domain awareness, including exchange of information and best practices, capacity building and strengthening of support centres and institutions for education, research and training in this area;
 - i. Cooperating in the electronic interchange of data relating to certificates and other documents on seafarers of merchant marines;
 - j. Addressing the issue of inadvertent crossing of the International maritime boundary by fishermen and facilitating their early release;
 - k. Any activity ancillary to the above areas.
2. The Parties shall carry out cooperative activities in the above-mentioned areas.
 3. The Parties shall undertake all activities in accordance with their national laws and their obligations under international treaties including the United Nations Convention on the Law of the Sea, 1982 in the relevant fields.
 4. The Parties may enter into such programmes, and working plans, with a view to implementing any activity under this MoU.

ARTICLE III

Cooperation between the Parties under this MoU may be conducted in the form of:

- a) exchange of information and documentation;
- b) exchange of visits by experts, scholars and delegations;
- c) joint organization of seminars, workshops, and meetings involving experts, scientists, private companies and other relevant agencies that the Parties deem appropriate for developing human resource and skill;
- d) collaborative and joint projects;
- e) other forms of cooperation as may be mutually agreed upon.

2. The Parties may arrive at understandings with a view to implementing various activities under this MoU, as they may mutually deem appropriate.

3. The Parties shall respond promptly to each other's request for use of the knowledge acquired for economic benefit of the party making the request.

ARTICLE IV

1. Subject to national legislation and international agreements and MoUs in force in both countries, the Parties shall adopt appropriate measures to protect the intellectual property rights arising from the implementation of this MoU.

2. The conditions for the acquisition, maintenance and commercial exploitation of intellectual property rights over any possible data, material, product or process which might be obtained under this MoU shall be defined in mutual understanding and through specific programme or working plans. These programmes and working plans shall set out the conditions regarding the confidentiality of information whose publication or disclosure may jeopardize the acquisition, maintenance and commercial exploitation of intellectual property rights obtained under this MoU.

ARTICLE V

1. No Party shall communicate or disclose any data or process obtained as a result of this MoU to a third Party without prior written consent of the other Party.

2. Any scientific and technical information, not protected by the intellectual property rights, which may be obtained as a result of this MoU, excluding information which may not be disclosed in view of national security or commercial or industrial considerations, may be appropriately used by both Parties in accordance with the procedures agreed upon by the Parties. In exchanging and disseminating such information, both Parties shall take into account existing legal provisions, the rights of third parties and international obligations.

ARTICLE VI

The Parties shall promote and cooperation between relevant public and private institutions and organisations of both countries.

ARTICLE VII

1. For the purpose of coordinating and implementing this MoU, the Parties may set up India-Bangladesh Joint Working Group on Blue Economy and Maritime Cooperation (hereinafter referred to as 'the Working Group').

2. The Working Group shall, inter alia, meet at intervals agreed upon by the Parties, alternately in the Republic of India and the People's Republic of Bangladesh.

3. The Parties shall agree on the procedure, composition, place of meetings and procedure to be followed in the Working Group.

5. The Ministry of External Affairs of the Republic of India and the Ministry of Foreign Affairs of the People's Republic of Bangladesh shall be the nodal agencies responsible for the coordination and organization of cooperation under the present MoU. Where deemed appropriate by the Joint Working Group, sub-groups focusing on specific areas of cooperation under this MoU may be constituted.

ARTICLE VIII

This MoU may not be interpreted so as to prejudice the rights and obligations of the Parties which may result from other agreements and MoUs in force and concluded by either Party under international law.

ARTICLE IX

Any dispute arising out of the application or interpretation of this MoU, shall be resolved amicably by the Parties through negotiation and consultation.

ARTICLE X

1. The present MoU shall come into force from the date of its signature and shall remain in force for a period of five years.
2. The MoU shall be terminated by either Party by giving written notice to the other Party of its intention to terminate it. In such a case, the MoU shall terminate six (6) months from the date of such notification.
3. Any contract entered into pursuant to this MoU shall not be terminated by virtue of the termination of this MoU unless the Parties agree otherwise.

Signed on the **Sixth day of June 2015** at **Dhaka** in two originals in English language.

FOR THE GOVERNMENT
OF THE REPUBLIC OF
INDIA

FOR THE GOVERNMENT
OF THE PEOPLE'S
REPUBLIC OF
BANGLADESH

24.06.2015



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Secretary
Maritime Affairs
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Dhaka