

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL ARCHIVES OF INDIA
AND
THE NATIONAL DOCUMENTATION & INFORMATION CENTER
OF MOZAMBIQUE
IN THE AREA OF ARCHIVAL COOPERATION**

The National Archives of India and The National Documentation & Information Centre of Mozambique, hereinafter referred to singularly as the Party and collectively as the Parties,

Desiring to strengthen the existing cordial relations between both countries and also to further cooperate in the areas of heritage, historical documentation, conservation, within their capabilities, on the basis of equality, mutual respect and benefit, pursuant to the prevailing laws and regulations of their respective countries,

Have agreed as follows:

ARTICLE 1

OBJECTIVES

The objectives of the Memorandum of Understanding are to promote friendly cooperation and professional exchanges on archives management between the Parties.

ARTICLE 2

AREAS OF COOPERATION

The cooperation between the parties shall cover the following areas:

- a. Organizing reciprocal seminars and exhibitions on mutual interests, on a non-profit basis held in both countries;
- b. Exchanging copies of materials or publications related to mutual interests;
- c.. Exchanging visits of archives delegations;

- d. Training of archival professionals;
- e. Mutual publications of open archival sources pertaining to historical relations of both countries;
- f. Other areas of cooperation as mutually agreed by the two Parties.

ARTICLE 3

IMPLEMENTATION

1. Activities or programmes under this Memorandum of Understanding will be planned and implemented through regular consultations between the Parties. If required, the Parties can negotiate separate written Agreements for formulating the objectives, procedure and financial arrangements of any specific activity/programme.
2. The implementation of the activities or programs under this Memorandum of Understanding shall be subject to the availability of funds and personnel.
3. Whenever deemed necessary and subject to mutual consent, the Parties may request support from third parties to finance the activities and programs under this Memorandum of Understanding.
4. The implementation of the activities or programs under this Memorandum of Understanding shall be evaluated annually.

ARTICLE 4

INTELLECTUAL PROPERTY RIGHTS

1. Each Party shall protect the other Party's intellectual property in its territory.
2. If the cooperative activities under this Memorandum of Understanding generate products of commercial value and/or intellectual property rights, the Parties shall conclude separate arrangements for their use, in accordance with the applicable national laws and regulations of each Party, as well as International conventions to which the Government of the Republic of Mozambique and the Government of the Republic of India are Parties.

ARTICLE 5

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from the other Party during the implementation of this Memorandum of Understanding or any other agreements pursuant to this Memorandum of Understanding.
2. Both Parties agree that the provision of this Article shall continue to be binding on the Parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE 6

LIMITATION OF PERSONNEL'S ACTIVITIES

1. The Parties shall ensure that their personnel visiting each others' territory for implementation of activities under this Memorandum of Understanding shall engage only in activities under the framework of this Memorandum of Understanding and shall comply with national laws and regulations of the host country.
2. Any violation of the Paragraph 1 of this Article may result in the revocation of all permits of personnel concerned and other measures in accordance with the prevailing laws and regulations of the host country.

ARTICLE 7

GENERAL AND FINANCIAL TERMS

A. Exchange of Experts:

- i. The sending Party shall meet the cost of international return air fare of their experts,
- ii. The receiving Party shall meet all local expenses towards board, lodging, per diem, allowance and local travel;
- iii. The receiving Party shall ensure suitable medical care for visiting persons in case of emergency.

B. Seminar and Exhibitions:

Conditions governing seminars and exhibitions will apply on case to case basis through specific Agreements to be signed by the Institutions involved.

ARTICLE 8

SETTLEMENT OF DISPUTES

Any differences or disputes between the Parties related to implementation of this Memorandum of Understanding shall be settled amicably through consultations or negotiations based on the principles of mutual respect and understanding.

ARTICLE 9

LEGAL FRAME WORK

The activities regarding to this MoU will be implemented in conformity with the laws and regulations prevailing in either Party.

ARTICLE 10

AMENDMENT

This Memorandum of Understanding can be reviewed at any time by mutual written consent by the Parties. Such revisions or amendments shall enter into force on a date as may be determined by the Parties and shall form an integral part of this Memorandum of Understanding.

ARTICLE 11

ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Memorandum of Understanding shall enter into force on the date of its signing.
2. This Memorandum of Understanding shall remain in force for a period of 3 (three) years and shall be automatically extended for another period of 3(three) years. The MoU can be terminated by either party at any time, by giving written notification to the other party at least 6(six) months prior to the intended date of termination.

3. The termination of this Memorandum of Understanding shall not affect the validity and duration of any activities or programs made under this Memorandum of Understanding until the completion of such activities or programs.

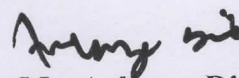
IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Memorandum of Understanding at New Delhi on 29th November 2018.

For



Mr. Shravan Kumar
Joint Secretary & Director General
The National Archives of India

For



Ms. Arlanza Dias
National Director
The National Documentation &
Information Centre of Mozambique