

**MEMORANDUM OF UNDERSTANDING FOR COOPERATION IN THE FIELD OF OIL AND NATURAL GAS BETWEEN THE MINISTRY OF PETROLEUM AND NATURAL GAS OF THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE MINISTRY OF MINES AND ENERGY OF THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL**

The Ministry of Petroleum and Natural Gas of the Government of the Republic of India and the Ministry of Mines and Energy of the Government of the Federative Republic of Brazil (hereinafter referred to as "the Parties");

**Recognizing** the opportunity for cooperation created by the long term mutual relationship and joint economic project;

**Noting** the importance of developing an energy policy for the stable development of their respective economies, for the security and well being of their peoples, to the fostering of greater bilateral cooperation, and for their mutual commitment to environmental protection;

**Acknowledging** the importance of developing an energy policy that meets the needs of today, without compromising the ability of future generations to meet their own needs, that maximizes energy efficiency to strengthen economies and that prevents pollution by reducing the adverse environmental impacts associated with oil and natural gas production, delivery and use;

**Noting** the opportunities for enhanced economic and commercial cooperation created as a result of economic and commercial cooperation created as a result of economic reforms in India and Brazil, designed to give their people opportunities for better jobs and increased trade and investment from around the world;

**Recognizing** the importance of bilateral cooperation in achieving the economic, energy and environmental goals of India and Brazil;

**Desiring** to strengthen the friendly relations existing between the two countries;

Have reached the following understanding:

**Article I  
(Objectives)**

The Parties shall, based on the principle of mutual benefit, establish the basis for a cooperative institutional relationship and encourage and promote bilateral cooperation on oil and natural gas development issues.

**Article II  
(Joint Working Group)**

With a view to coordinating the cooperation activities foreseen under this Memorandum, the Parties shall establish a Joint Working Group (hereinafter referred to as the JWG) within one

month which will be headed by Joint Secretary of the Ministry of Petroleum & Natural Gas of the Republic of India and the Secretary of Oil, Natural Gas and Renewable Fuels of the Ministry of Mines and Energy of the Federative Republic of Brazil.

The JWG shall be consisting of representatives nominated by the two Parties and may meet at least once a year alternate in each country on mutually convenient dates. The first meeting of the JWG will be held within 6 (six) months from the date of the execution of this MOU.

The JWG shall be responsible for implementing the action plans to be generated by the Group itself or the committees, with the scope as defined in articles III and IV.

### **Article III (Areas of Cooperation)**

Subject to this Memorandum, the areas of cooperation between the Parties may include, but are not limited to, the following:

1. Tie ups between Indian and Brazilian companies in undertaking Exploration and Production (E&P) initiatives in India and Brazil;
2. To encourage execution of large engineering and construction contracts including Oil and Gas pipeline projects in India, Brazil, and third countries by Indian and Brazilian companies;
3. Basic and applied research and development regarding oil and natural gas issues;
4. To encourage taking up Liquefied Natural Gas projects by Indian and Brazilian companies in India, Brazil, and third countries;
5. Research, commissioning and design, construction, operation and maintenance, engineering & management topics of oil and gas related industries;
6. Cooperation for manufacture, upgrading and supply of drilling rigs and petrochemical and processing units;
7. Oil energy and environmental issues; including energy policy such as energy efficiency, energy research, developing and expansion of the regional energy infrastructure networks;
8. Training of specialists, expertise and technical assistance;
9. Oil and gas power market development, specific tool for operation, risk management;
10. Environmental protection, including oil spill emergency response systems; and
11. Other areas that may be agreed upon by the Parties;

#### **Articles IV (Forms of cooperation)**

Cooperation may take the following forms:

1. Exchange and training of scientific and technical personnel, developing twinning activities for the personnel;
2. Exchange of scientific and technological available information and data;
3. Organization of economic missions, seminars and working groups;
4. Design, construction, operation, maintenance and management projects;
5. Transfer of equipment, know how and technology, on commercial basis;
6. Provision of relevant technological consultancy and services;
7. Joint research or projects on subjects of mutual interests;
8. Implementation of projects in third countries;
9. Other forms as may be agreed upon by the parties;

#### **Article V (Information)**

The Parties shall freely use any information exchanged in conformity with the provisions of this Memorandum, except in the cases where the Part, or authorized persons providing such information have previously made known the restrictions and reservations concerning its use and dissemination.

The Parties shall take appropriate measures in accordance with their respective national laws and regulations to preserve the restrictions and reservation and to protect intellectual property rights including commercial and industrial secrets transferred between authorized persons within the jurisdiction of the State of either Party.

#### **Article VI (Settlement of Disputes)**

The representatives of the Parties shall meet from time to time and consult with each other, at the request of either Party, to review the operation of this Memorandum of Understanding or to consider matters arising from its operation.

Any dispute concerning the interpretation or applications of this Memorandum of Understanding shall be settled amicably by negotiations or consultations between the Parties.

**Article VII**  
**(Entry into Force, Duration)**

The provision of this MoU may be amended through diplomatic channels subject to the consent of both sides. This MoU shall come into effect from the date of its signature and shall remain valid for five years. It will be automatically renewed for another term of five years.

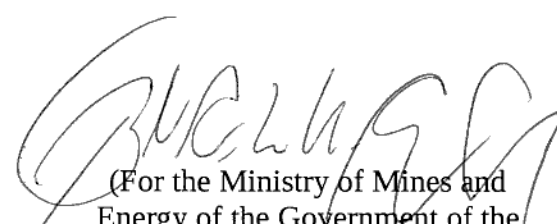
This MoU may be terminated at any time by either side by giving at least six months' prior notice to the other Party.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, for this purpose by their respective governments have signed this Memorandum of Understanding, being duly authorized thereto, for this purpose by their respective governments have signed this Memorandum of Understanding.

Done at New Delhi on this 25<sup>th</sup> January, 2020, in two originals each in English, Hindi and Portuguese languages, all texts being equally authentic. In case of any divergence in interpretation, the English text shall prevail.

  
(For the Ministry of Petroleum and  
Natural Gas of the Government of the  
Republic of India)

DHARMENDRA PRADHAN  
MINISTER FOR PETROLEUM  
AND NATURAL GAS

  
(For the Ministry of Mines and  
Energy of the Government of the  
Federative Republic of Brazil)

BENTO ALBUQUERQUE  
MINISTER OF MINES  
AND ENERGY