

Memorandum of Understanding

Between

Ministry of Petroleum and Natural Gas, the Republic of India

And

Ministry of Electricity and Energy, the Republic of the Union of Myanmar

For

Cooperation in the field of Petroleum Products

The Ministry of Petroleum and Natural Gas of the Republic of India and the Ministry of Electricity and Energy of the Republic of the Union of Myanmar (hereinafter referred to as "the **Parties**");

RECOGNIZING the opportunities for enhanced economic, technological and commercial cooperation between India and Myanmar and the importance of joint economic projects for fulfilling the energy needs of Myanmar people;

STRIVING to strengthen and expand cooperation in the petroleum products sector by jointly taking up projects for mutual advantage; and

BELIEVING that cooperation in the field of petroleum products on the basis of equality, reciprocity, flexibility and mutual benefit between the Parties can help to meet common goals

HAVE REACHED the following understanding:

Article 1

Objective

The objective of this Memorandum of Understanding ("MoU") is to establish a framework for cooperation in the petroleum products sector between the Parties with a view to develop mechanism for institutional relationship in the petroleum products sector on the basis of equality and mutual benefit.

Article 2

Scope of Cooperation

The Parties will cooperate to enhance ties in the petroleum products sector, in conformity with their domestic laws and regulations. Subject to this MoU, the areas of cooperation between the parties may include refining, stockpiling, blending and retails.

Article 3

Forms of Cooperation

The Parties agree to

- (a) Strengthen petroleum products cooperation in the areas of mutual interest, such as crude refining, feedstock production and also those relating to downstream refined petroleum products, and investments for development of the petroleum products industry.
- (b) Exchange information in accordance with laws and regulations governing the petroleum products business.
- (c) Exchange information in the areas of new technologies, scientific research and Research and Development (R&D).
- (d) Organize educational and training programs for scientific and technical personnel.
- (e) Organize seminars and meetings to promote business opportunities and attract investments; and
- (f) Any other form of cooperation as may be agreed upon by the Parties.

Article 4

Procedures for Cooperation

- (a) For discussion on the areas of cooperation and implementation of action points, the Parties may set up a Joint Working Group (JWG) consisting of representatives of the Parties.
- (b) The JWG may meet at least twice a year on mutually determined dates in India and Myanmar. Each Party will solely cover its expenses relating to its participation in the meetings of JWG.
- (c) The Parties shall encourage cooperation within the areas referred to herein and may do so through partnerships, joint ventures, investment projects or any other suitable means including by jointly cooperating with third party international / major petrochemical companies, for their mutual benefit.

Article 5

Amendments and Validity

- (a) This MoU may be amended by mutual written consent of the Parties, specifying the date of entry into force of such amendments. The amendment shall form an integral part of this MoU.
- (b) This MoU shall enter into force on the day of its signing and shall remain in force for an initial term of two (2) years from the date of signing. Before expiry of this MoU, it will be extended by mutual consent of both Parties upon six months prior written notice by either Party.
- (c) This MoU shall be terminated by either Party upon six (6) months prior written notice to the other Party at any time. The Termination of this MoU shall not affect the completion of activities initiated under the MoU, unless otherwise mutually agreed in writing by the Parties.

Article 6

Confidentiality

- (a) The Parties may use information exchanged in conformity with the provisions of this MoU, except in the case where the Party or authorized persons providing such information have previously made known any restrictions or reservations concerning its use and dissemination.
- (b) The Parties will take all appropriate measures in accordance with their respective national laws and regulations to preserve any restrictions or reservations and to protect intellectual property rights including commercial and industrial secrets transferred between authorized persons within the jurisdictions of either Party.

Article 7

Dispute Resolution

Disputes concerning the interpretation and application of provisions in this MoU will be settled amicably by negotiations on the basis of mutual understanding and goodwill between the Parties.

Article 8

Status of this MoU

- (a) This MoU is not an international treaty or any other legally binding document and in no way restricts either of the Parties from participating in any activity with either public or private agencies, organizations or individuals.

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February, 2020

(b) Cooperation under this MoU shall not affect the rights and obligations of the Parties arising from other international agreements to which they are Party.

Signed in New Delhi, India on this 27th day of February, 2020 in two original copies in English.

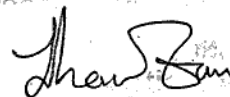
For and on behalf of
the Government of the Republic of
India



Shri Sunil Kumar
Joint Secretary

Ministry of Petroleum and Natural Gas

For and on behalf of
the Government of the Republic of
the Union of Myanmar



U Than Zaw
Director General

Oil and Gas Planning Department
Ministry of Electricity and Energy