

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF
COTE D'IVOIRE
AND
THE GOVERNMENT OF THE REPUBLIC OF
INDIA
IN THE FIELDS OF GEOLOGY AND MINERAL
RESOURCES**



The Government of the Republic of Côte d'Ivoire on the one hand;

AND

The Government of the Republic of India on the other hand;

Hereinafter referred to collectively as "the Parties" and individually as "the Party",

Confirming their mutual interest in developing and strengthening their cooperation in the fields of geology and mineral resources, on the basis of this Memorandum of Understanding;

Recognizing that this Memorandum of Understanding establishes the framework for such cooperation in the fields of geology and mineral resources;

Desiring to develop cooperation in the fields of geology and mineral resources between the Republic of Côte d'Ivoire and the Republic of India;

And,

Convinced that this cooperation will further strengthen friendly and fraternal relations between the two Parties,

Have reached the following understanding:

ARTICLE 1

OBJECTIVE

The objective of this Memorandum of Understanding is to define the framework for cooperation in the fields of geology and mineral resources between the Parties.

ARTICLE 2

AREAS OF COOPERATION

The Parties agree to cooperate in the following areas, without the list being exhaustive:

- a) The training of personnel in geosciences, in particular geological and geophysical mapping, geochemistry applied to mineral resource development, seismic microzoning, satellite imagery studies applied to geological research;
- b) The sharing of experiences and exchanges between technical teams;



- c) The regular exchange of information relating to mining policies, laws and regulations and projects identified within the framework of the cooperation;
- d) The development, enhancement and transformation of mineral resources on small and large scales;
- e) The promotion of investment in the mining sector;
- f) The promoting of joint ventures in the field of geology.

ARTICLE 3

TERMS OF THE COOPERATION

The Parties agree to cooperate in the following ways:

- a) The promotion of periodic exchanges between scientists and experts and the capacity building of mining administration personnel in geosciences;
- b) The promotion of joint projects relating to the study and development of mineral deposits in their respective territories of common interest;
- c) Technology transfer in support of collaborative projects;
- d) Visits by geoscientific experts engaged in research programs of common interest or specific to a particular collaborative research program.
- e) Participation in workshops, conferences and exhibitions aimed at attracting investment in mineral exploration and development of mineral deposits in their respective territories.
- f) Exchange information on research and development in the mining sector, and,
- g) Any other form of cooperation defined by mutual agreement between the Parties.

ARTICLE 4

CENTRAL AUTHORITY

The organisations responsible for the implementation of this Memorandum of Understanding are:

- a) The Ministry of Mines of the Government of the Republic of India; and,
- b) The Ministry in charge of Mines of the Government of the Republic of Côte d'Ivoire.



ARTICLE 5

IMPLEMENTATION AND JOINT WORKING GROUP

- a) The Parties shall conclude specific agreements defining the terms and conditions for the implementation of each collaborative program initiated under this Memorandum of Understanding.
- b) Within the framework of this Memorandum of Understanding, and in order to exchange views and develop a roadmap for strengthening cooperation, the two Parties may set up a joint working group. This joint working group may organize meetings and periodic reviews, preferably twice a year, alternately in each country in order to effectively implement the Memorandum of Understanding.
- c) The place, agenda and date of meetings of the working group shall be determined by mutual agreement of the Parties.

ARTICLE 6

FINANCIAL ARRANGEMENT

Each Party shall bear the costs of the activities and programs it undertakes in furtherance of the objectives of this Memorandum of Understanding, including participation in the meetings of the joint working group. Activities undertaken under this Memorandum of Understanding are subject to the availability of funds and personnel.

ARTICLE 7

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS (IPR)

- a) The Parties shall jointly share and publish the scientific and technical results of the cooperation projects carried out within the framework of this Memorandum of Understanding in French and English or maintain their confidentiality in accordance with the specific provisions defined in the collaboration projects. The use of the name, logo and/or the official emblem of the Parties on any publication, document and/or paper requires the prior authorization of both Parties. However, each Party shall ensure that the official emblem and logo are not misused.
- b) Subject to the rules and regulations applicable to both Parties, information, including derived data, maps and reports resulting from collaborative activities



carried out under this Memorandum of Understanding may not be disclosed to third parties without the written consent of both Parties. All intellectual property rights (IPRs) related to documents produced jointly by the two Parties shall respect the original IPRs of the Parties' contribution and the new IPRs shall be the common property of both Parties, subject to mutual written agreements concerning the distribution of jointly created Intellectual Property Rights.

c) The Intellectual Property Rights of all background IPRs, including, but not limited to, information, maps, reports and all analogic or electronic data provided by either Party for the purposes of this Memorandum of Understanding, shall vest and shall remain vested with the Party which owns it.

d) Each Party shall grant the other Party, on a reciprocal basis, a non-exclusive license to use the Intellectual Property Rights as reasonably required for the sole purpose of this Memorandum of Understanding. Any other use of the Intellectual Property Rights of one Party shall be subject to the conclusion of separate licensing agreements with the other Party. No transfer of ownership of the original IPRs of either Party is implicit in this Memorandum of Understanding.

e) Each Party shall ensure appropriate protection of Intellectual Property Rights arising from cooperation under this Memorandum of Understanding, in accordance with the respective laws and regulations and multilateral agreements to which both Parties are signatories.

f) In the event of research results generated through joint activities pursuant to this Memorandum of Understanding, both Parties shall submit, as co-applicant, an application for protection of Intellectual Property Rights, subject to the exclusive right of both Parties to commercialize the technology in their respective countries. Marketing in any other country will be done jointly through another agreement.

ARTICLE 8

PROTECTION OF CONFIDENTIAL INFORMATION

a) All information and documents to be shared pursuant to this Memorandum of Understanding shall remain confidential and shall be used subject to the conditions specified by each Party. The Parties shall not share such information with third parties or use it for purposes other than those specified without the prior written consent of the other Party.



b) All confidential information remains the exclusive property of the Party disclosing it. The Parties agree that this Memorandum of Understanding and the disclosure of confidential information shall not grant or imply any license, interest or right to the Recipient with respect to the Intellectual Property Rights of the other Party.

c) Unpublished information, whether oral, written, discovered or designed by scientists or technicians and exchanged in accordance with the provisions of this Memorandum of Understanding shall not be transmitted to third parties, except with the consent of the Parties.

ARTICLE 9

DISPUTE SETTLEMENT

a) Any dispute between the Parties arising out of the interpretation or implementation of this Memorandum of Understanding shall be settled amicably through consultations or negotiations between the Parties to the dispute.

b) The activities carried out under this Memorandum of Understanding shall be governed and interpreted in accordance with the laws and regulations of the respective countries of the Parties where such activities take place.

ARTICLE 10

REVISION AND AMENDMENT

The Memorandum of Understanding may be amended at any time by mutual written consent of the Parties, through an exchange of notes between them through diplomatic channels.

ARTICLE 11

ENTRY INTO FORCE, DURATION AND TERMINATION

a) This Memorandum of Understanding enters into force on the date of its signature by the Parties.

b) The Memorandum of Understanding is valid for a period of five (05) years, renewable by mutual written consent of the Parties, for a similar period.

c) The Memorandum of Understanding may be terminated at any time by either Party within three (03) months after written notification to the other Party through diplomatic channels.

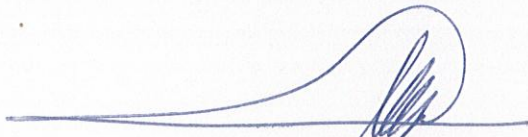


In the event of termination, the cooperative programs and any outstanding obligations shall remain valid and shall be governed by the provisions of this Memorandum of Understanding until their completion, unless the Parties agree otherwise.

IN WITNESS HEREOF, the undersigned have signed this Memorandum of Understanding.

Done at **Cape Town** on **5th day of February, 2024**, in two originals, each in French and English, all texts being equally authentic. In the event of a difference in interpretation, the English version will prevail.

**For the Government of the
Republic of Cote d'Ivoire**



**Mr. Mamadou SANGAFOWA COULIBALY
Minister of Mines, Petroleum and Energy**

**For the Government of the
Republic of India**



**For the Minister of By Order
Mr. Sanjay Lohiya
Additional Secretary,
Ministry of Mines**