

**Memorandum of Understanding
Between the Government of the Republic of India
And
The Government of the Hashemite Kingdom of Jordan
On
Proposed mining and beneficiation of Rock Phosphate, MOP in Jordan
Setting up Production Facility in Jordan for Phosphoric Acid/DAP/NPK
Fertilizers with a long term agreement for 100% off take to India**

The Government of the Republic of India and the Government of the Hashemite Kingdom of Jordan (hereinafter referred to as singularly as the participant and collectively as participants).

Recognizing the existing friendly relations between the two countries.

Desiring to strengthen and further to develop cooperation between the participants in the area of manufacturing, supply and utilization of fertilizers.

Convinced that such cooperation would serve their common interests and contribute to the enhancement of future bilateral cooperation as well as the social and economic development of both countries.

Realizing that the demand for fertilizers especially Phosphatic and Potassic continues to grow in India and that the agricultural sector plays a vital role in promoting socio-economic development and progress in India.

The participants have reached the following understanding: -

Article 1

Objective

The participants subject to the provisions of this memorandum of Understanding, and the laws, rules, regulations and the national policies in force of each country, endeavours to cooperate in the proposed mining and beneficiation of rock phosphate & MOP in Jordan and setting up production facility in Jordan for phosphoric Acid/DAP/NPK Fertilizers furthermore with a long term agreement for 100% off take to India on the basis of equality and mutual benefit.

Article 2

Areas of Cooperation

Each participant, subject to the laws, rules, regulations and the national policies in force, governing the subject matter in their respective countries endeavours to take necessary steps to encourage and promote cooperation for the purposes of the project.

Article 3

Implementation

3.1 This Memorandum of Understanding will be implemented in accordance with the laws, rules, regulations and the national policies in force and in a manner to be mutually agreed upon by the participants.

3.2 For the purposes of the implementation of the project, the participants may constitute a joint steering committee which will carry out any or all the following activities, subject to the laws, rules, regulations and the national policies in force in each country: -

(a) Review and monitor the implementation and co-coordination of the project, and assist in obtaining approvals

(b) and permits from the relevant government or other authorities in relation to the implementation of the project.

Article 4

Financial Arrangements

4.1 The financial arrangement to cover the expenses for the co-operative activities undertaken within the framework of the memorandum of understanding will be mutually decided upon by participants on a case –by – case basis subject to availability of funds and resources.

4.2 notwithstanding anything in sub article 4.1 above, expenses for organizing the meetings for joint steering committee will be borne by the participant hosting the meetings. The participant which is sending the representatives for participation in the meetings of the joint steering committee will bear their own travel and living expenses.

Article 5

Protection of Intellectual Property Rights

5.1 The protection of Intellectual Property Rights shall be enforced in conformity with the respective national laws, rules, and regulations of the participants and with the other international agreements to which both participants are parties.

5.2 The use of name, logo and/or official emblem of any of the participants on any publication, document and/or paper is prohibited without the prior written approval of either participant.

5.3 Notwithstanding anything in sub article 5.1 above, the intellectual property rights in respect with any technological development, products and services development, carried out:

(a) jointly by the participants, shall be jointly owned by the participants in accordance with terms to be mutually agreed upon; and

(b) solely and separately by the participant or the research results obtained through the sole and separate effort of the participant, shall be solely owned by the participant concerned.

Article 6

Confidentiality

6.1 Each participant shall undertake to observe the confidentiality and secrecy of documents, information and other data received or supplied to other participant during the period of the implementation of this memorandum of understanding or any other agreements made pursuant to this memorandum of understanding.

6.2 Both participants agree that the provision of this article shall survive after the expiry or termination of this memorandum of understanding.

Article 7

Revision, Modification & Amendments

7.1 Either participant may request in writing a revision, modification or amendment of all or any part of this memorandum of understanding.

7.2 Any revision, modification or amendment approved by the participants shall be done in writing and shall form parts of this memorandum of understanding.

7.3 Such revision, modification or amendment shall come into force on such date as may be determined by the participant.

7.4 Any revision, modification or amendment shall not prejudice the rights and obligations of the participants arising from or based on this memorandum of understanding before or up to the date of such revision, modification or amendment.

Article 8

Suspension

Both participants reserve the right for reasons of national security, national interest, public order or public health to suspend temporarily, or either in the whole or in part, the implementation of this memorandum of understanding which suspension shall take effect immediately after written notification has been given to the other participant.

Article 9

Settlement of Disputes

Any difference or dispute between the participants concerning the interpretation and/or application and/or implementation of any of the provisions of this memorandum of understanding shall be settled amicably through mutual consultation and/or negotiations between the participants without reference to any third party or international tribunal.

Article 10

Notices

Any communication under this memorandum of understanding will be in writing in the English language and delivered by registered mail to the address or facsimile number of the kingdom of Jordan or the government of the Republic of India as the case maybe, shown below or to such other address or facsimile number as either participant may have notified the sender and will, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or facsimile number which is duly acknowledged:

(a) To (Kingdom of Jordan)

Address:

Contact Number:

Facsimile Number:

Attention:

(b) To (Government of Republic of India)

Address:

Contact Number:

Facsimile Number:

Attention:

Article 11

Effect of Memorandum of Understanding

11.1 This Memorandum of Understanding serves only as a record of participants' intentions and does not constitute or create, and is not intended to constitute or

create obligations under domestic or international law, and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, expressed or implied.

11.2 Notwithstanding anything in sub article 1, article 5 (Protection of Intellectual Rights), Article 6 (Confidentiality), 7 (Revision, Modification & Amendments), 8 (Suspension), 9 (Settlements of Disputes), and 12 (Entry into Effect, Duration and Termination) shall be binding on the participants.

Article 12

Entry into Effect, Duration and Termination

12.1 This Memorandum of Understanding shall come into effect on the date of signing and shall remain in force for a period of two (2) years.

12.2 Thereafter, it shall be automatically extended for a further period of three (3) years unless this memorandum of understanding is terminated earlier by any of the participants.

12.3 Notwithstanding anything in this article, either participant may terminate this memorandum of understanding by notifying the other participant of its intention to terminate this memorandum of understanding by a notice in writing, at least six (6) months prior to its intention to do so.

12.4 The termination of this memorandum of understanding shall not affect the implementation of on-going activities, projects, or programs which have been agreed before the date of the termination of this memorandum of understanding.

This memorandum of understanding is signed on 1st March, 2018 at New Delhi, two original copies, each in Hindi, Arabic and English languages, all text having equal validity, in case of any divergence in interpretation hereof, the English text shall prevail.

For and on behalf of the
Government of India


(H.E. Mr. Ananth Kumar)
Minister of Chemicals & Fertilizers
Republic of India

For and on behalf of the
Government of the Hashemite
Kingdom of Jordan


(H.E. Mr. Yarub Qudah)
Minister of Industry and Trade
Hashemite Kingdom of Jordan