

**Memorandum of Understanding Between
The Government of the Republic of India
and
The Government of the Republic of Mozambique
on
Cooperation in the field of Oil and Gas**

PREAMBLE

This Memorandum of Understanding (hereinafter referred to as "MoU") between the Government of Republic of India represented by the Ministry of Petroleum and Natural Gas and the Government of the Republic of Mozambique represented by the Ministry of Foreign Affairs and Cooperation (hereinafter individually referred to as "Party" and jointly as "Parties") to establish a cooperation in the field of Oil and Gas.

ACKNOWLEDGING the desire on part of both countries to raise bilateral relationship to a higher level;

NOTING the opportunities for enhanced economic and commercial cooperation between both countries, particularly in the oil and gas sector;

RECOGNIZING the importance and benefits from long-term cooperative relationship and joint economic projects for the mutual benefit of their people;

DESIRING to broaden and deepen further the friendly relations and mutually beneficial links between the two countries;

PURSUANT to the prevailing laws and regulations of their respective countries;

HAVE REACHED the following understandings:

Clause 1

Objectives and Principles

The objective of this Memorandum of Understanding is to establish a cooperative institutional framework to facilitate and to enhance bilateral cooperation in the oil and gas sector, on the basis of equality and mutual benefit.

This Memorandum of Understanding is founded on the principles of mutual respect and mutual responsibility for improved development outcomes.



Clause 2

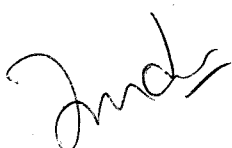
Areas of Cooperation

1. The Parties will cooperate with an objective to enhance and build enduring ties in the oil and gas sector in conformity with their domestic laws, and regulations. The areas of cooperation between the Parties may include, but not limited, to the following areas:
 - a. Cooperation in the areas of upstream and downstream activities and infrastructure;
 - b. Encourage and promote trade and investment between the parties or through their affiliated companies;
 - c. Promote dialogue and consultations among all concerned Parties with regard to sharing of information;
 - d. Enhance capacity-building cooperation including forging closer cooperation between research and training centers and intensifying mutual visits among officials;
 - e. Technology transfer, conduct of applied research and development activities and installation of demonstration facilities; and
 - f. Other areas as may be agreed upon by the Parties.
2. Implementation of the above areas shall be discussed further by the Parties.

Clause 3

Intellectual Property Rights

1. Each Party shall protect, within its territory, Intellectual Property Rights of the other Party in accordance with the domestic law in force in their respective country.
2. In case a specific arrangement, program or project may result in intellectual property, the Parties shall include separate arrangement in accordance with their respective regulations.



Clause 4

Joint Working Group

1. For the purpose of discussions and implementation of various issues pertaining to this Memorandum of Understanding, the Parties may set up a Joint Working Group.
2. The Joint Working Group, consisting of the representatives of the Parties, may meet periodically on mutually determined dates by the Parties alternately in India and Mozambique. Each Party will cover the expenses relating to its participation in the meeting of the Joint Working Group (JWG).

Clause 5

Amendment

This Memorandum of Understanding may be amended by mutual written consent of the Parties, specifying the date of entry into force of such amendment.

Clause 6

Settlement of Differences

Any differences arising in relation to the interpretation, Implementation or application of this Memorandum of Understanding shall be settled amicably by consultation or negotiation on the basis of mutual understanding and goodwill between the Parties.

Clause 7

Entry into Force, Duration, and Termination

1. This Memorandum of Understanding shall enter into force on the day of its signing and shall remain in force for 5 (five) years unless either Party gives notice, in writing, to the other Party of its intention to terminate this Memorandum of Understanding, with 90 days prior notice. The MoU may be renewed with the mutual consent of the Parties, in writing.
2. The Parties will consult together at any time upon request of either Party regarding any matter relating to the terms of this MoU and will endeavour

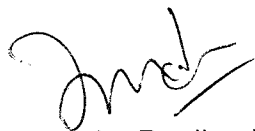


jointly in a spirit of cooperation, good faith and mutual trust to resolve expeditiously any difficulties or misunderstandings that may arise.

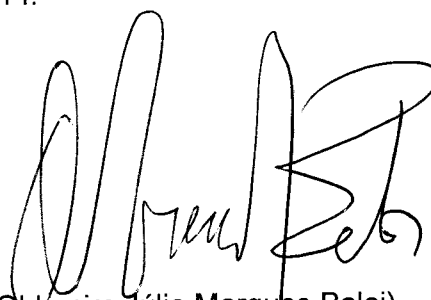
3. The termination of this Memorandum of Understanding shall not affect the completion of cooperation activities initiated, while this Memorandum of Understanding is in effect, unless otherwise mutually determined in writing by the Parties.

IN WITNESS WHEREOF, the Plenipotentiaries, duly authorized by their respective Governments have signed this MoU in two originals one each in English, Hindi and Portuguese, all text being equally authentic. In case of any divergence in interpretation, the English text shall prevail.

Signed at New Delhi on 28th November, 2014.



(Dharmendra Pradhan)
Minister of State (Independent Charge)
Ministry of Petroleum & Natural Gas
Government of India



(Odemiro Júlio Marques Baloi)
Minister
Ministry of Foreign Affairs and Cooperation
Government of Mozambique