

**MEMORANDUM OF UNDERSTANDING ON COOPERATION
BETWEEN
THE NATIONAL EMERGENCY MANAGEMENT AGENCY (NEMA)
OF MONGOLIA
AND
THE NATIONAL DISASTER MANAGEMENT AUTHORITY (NDMA)
OF THE REPUBLIC OF INDIA
IN THE FIELD OF DISASTER MANAGEMENT &
DISASTER RISK REDUCTION**

The National Emergency Management Agency of Mongolia (NEMA) and the National Disaster Management Authority (NDMA) of the Republic of India (hereinafter referred as the "Parties"),

Considering the increasing risk of potential disaster incidents in Mongolia and the Republic of India,

Acknowledging the issue of enhancing bilateral cooperation in the field of disaster management and risk reduction (DM & RR) is essential for ensuring the safety of population in both countries,

Desiring to enhance and promote the cooperation in the field of emergency management between two countries, Have reached the following understanding:

Article 1

General justifications

1.1 The Parties will extend cooperation within the framework of the respective laws and regulations.

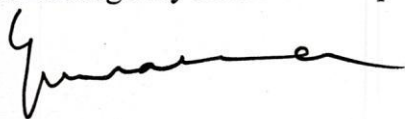
1.2 The Parties will facilitate mutually beneficial and equitable cooperation in the field of disaster management and risk reduction (DM & RR).

Article 2

Scope of the cooperation

The Parties will implement the following activities within the cooperation in the field of disaster management and risk reduction (DM & RR).

2.1. The Parties will extend mutual support on the request of one Party in the time of large scale disaster incidents occurring within its territory, in the field of emergency relief and response.



2.2. The Parties will exchange information and share experiences and best practices of disaster response, mitigation and preparedness.”

2.3 The Parties will share satellite remote sensing data and expertise of space technology based applications for effective disaster mitigation, including exchange of information on disaster on disaster prevention and risk assessment.

2.4. The Parties will extend the cooperation for introducing advanced information technology and remote sensing.

2.5. To consider Training and Capacity building programme for Sectoral mainstreaming in Disaster Risk Reduction, the Parties will provide opportunities to train senior officials and rescue personnel of Emergency Management Service in the short and long term trainings.

2.6. The Parties will exchange information about the domestic and international exhibitions as well as exercises to be held in both countries.

2.7. The Parties will exchange publications and materials as textbooks, guidelines in the field of emergency management and will conduct joint research activities in the field of disaster management.

2.8. The Parties will determine further cooperation in other activities related to disaster management.

Article 3

Obligations and rights

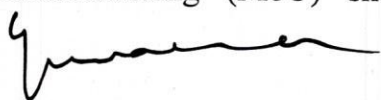
3.1. The Parties will organize senior level working visits and meetings alternately in the two countries in order to review the progress and outcomes of the cooperation implemented, as well as to determine and identify areas of cooperation, intensifying and implementing agreed activities, and to develop and adopt the annual action plan of cooperation.

3.2. The action plan of cooperation will consist of projects agreed for co-operation, time frame of implementation and obligations to be carried out by the Parties, and specific issues to be stipulated in the action plan will be discussed among the Parties.

Article – 4

Limitation of Personnel

Each Party shall take reasonable measures to make sure that its personnel engaged in the cooperative activities related to this Memorandum of Understanding (MoU) shall respect political independence, sovereignty



territorial integrity of the host country, shall have a duty not to interfere in internal affairs of the host country, and will not involve in any commercial activities or any other activities inconsistent with the purposes and objectives of this MoU;

Article-5
Confidentiality

5.1 All information and documents to be exchanged pursuant to the MoU will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The parties will not use the information for purposes other than that specified without the prior written consent of the other party.

5.2 Neither Party will publish or transfer to third party confidential information received or created within the framework of this MoU of which confidentiality is required by the other Party, without prior written consent of the other party.

5.3 All confidential information shall remain the exclusive property of the disclosing party. The Parties agree that this agreement and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.

Article-6
Amendment

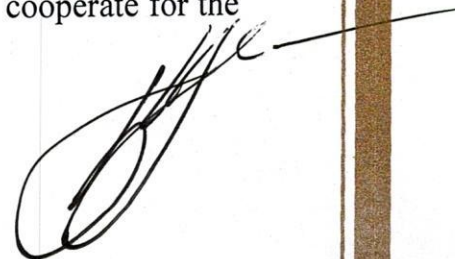
This MoU may be amended by mutual written consent of the Parties.

Article-7
Settlement of Disputes

Any dispute between the Parties arising out of the Interpretation or implementation of this MoU shall be settled amicably through consultation or negotiation between the Parties to the dispute.

Article - 8
Competent Authorities

National Disaster Management Authority (NDMA) of India and the National Emergency Management Agency (NEMA) of Mongolia shall cooperate for the implementation of this MoU.



Article – 9

Intellectual Property Rights

9.1 Each party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MoU, or background intellectual property used or furnished by one party in the implementation of this MoU consistent with their respective laws, rules and regulations and multilateral agreements to which both parties are party to.

9.2 The protection, ownership, management and commercialization of any Intellectual Property Rights (Foreground IPRS) resulting from the Implementation of this MoU will be provided in specific written arrangements to be conducted between the Parties.

9.3 Any publication document and/or paper arising out of joint work conducted by the Parties pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the Parties on any publication, document and/or paper will require permission of both the Parties. It may however be ensured that the official emblem and logo is not misused.”

Article- 10

Language

10.1 Requests shall be submitted in the English language.

10.2 Supporting documents, if not in the English language, shall be accompanied by an English translation.

Article – 11

Expenses

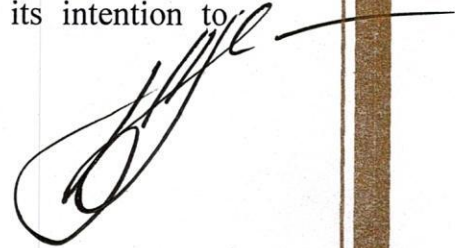
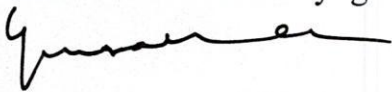
Travel expenses of the participants attending the events stipulated in this MoU are to be covered by sending Party while the other expenses (accommodation, meals and domestic travel) are to be borne by the receiving Party unless otherwise jointly decided by the Parties.

Article-12

Entry into Force, Duration and Termination

12.1 The MoU shall enter into force on the date of signing by the Parties.

12.2 The MoU shall remain in force for an indefinite term. Either Party may terminate this MoU by giving a written notice indicating its intention to



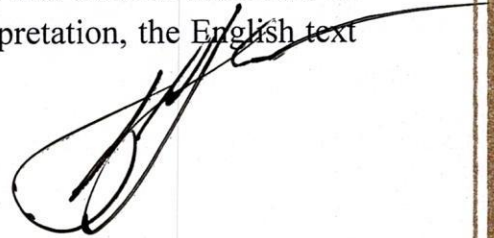
terminate the MoU. The MoU shall expire six months after the date on which the other Party received the notification to terminate it.

12.3. Unless otherwise agreed to by the Parties, termination of this MoU shall not affect the activities being conducted under the MoU that are not completed before its termination.

12.4 This MoU is signed at New Delhi on 20 September 2019 in three originals in English, Hindi and Mongolian languages and each of which are of equal authenticity. In case of any divergence in interpretation, the English text shall prevail.



G. V. V. Sarma
Member Secretary
The National Disaster Management
Authority
For the Government of the Republic of
India



Major General Badral Tuvshin
Chief of National Emergency
Management Agency of Mongolia