

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MINISTRY OF PETROLEUM AND NATURAL GAS  
OF THE GOVERNMENT OF REPUBLIC OF INDIA  
AND  
THE MINISTRY OF ENERGY AND MINING OF THE GOVERNMENT  
OF REPUBLIC OF THE SUDAN  
FOR  
COOPERATION IN OIL AND GAS SECTOR**

The Ministry of Petroleum and Natural Gas of the Government of the Republic of India and the Ministry of Energy and Mining of the Government of Republic of the Sudan (hereinafter referred to as "the Parties");

**Acknowledging** the desire to intensify economic and commercial cooperation;

**Recognizing** the opportunities for cooperation created by the long-term mutual relationship, growing bilateral technical relations and joint economic projects between the two countries;

**Noting** the importance of bilateral cooperation in the field of oil and gas for the development of their respective economies as well as for the security and well-being of their peoples, to the fostering of greater bilateral cooperation through increased trade and investment and for their mutual commitment to environment protection;

**Desiring** to further develop the friendly relations and strengthen the cooperation between the two countries;

Have reached the following understanding:

**Article 1: Objective**

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

## **Article 2: Executing Agency**

Executing Agencies for this cooperation will be:

- i) For the Government of Republic of India: The Ministry of Petroleum and Natural Gas; and
- ii) For the Government of Republic of the Sudan: The Ministry of Energy and Mining of Sudan;

## **Article 3: Areas of Cooperation**

- i) The Parties will enhance participation by the National Oil and Gas Companies in exploration and/or development of oil fields both onshore and offshore areas, and related announcement. Their cooperation will include participation in projects relating to enhanced oil recovery (EOR)/ improved oil recovery (IOR) in existing oil fields.
- ii) The Parties intend to develop their scientific and technical cooperation, including information technology, and exchanging information between the two countries in the field of oil and gas sector through joint meetings, seminars and conferences on topics of mutual interest.
- iii) The Parties will seek to identify opportunities to provide oil and gas resources related training and human resources development programmes, both short and long-term.
- iv) The Parties will exchange data, researches, documents and publications in Oil and Gas sector.
- v) The Parties agree to exchange expertise in oil and gas sector.
- vi) The Parties will enhance cooperation in the field of oil and gas services, including equipment and materials, especially in the fields of drilling, production, refining, laboratories, chemicals and additives on commercial basis through participation in the tenders and announcements issued by the parties.
- vii) The Parties will explore establishment of joint ventures for oil/ gas services, particularly in areas such as Exploration and Production

(E&P) activities, EOR/IOR, refining and treatment of oil and gas, seismic survey, processing centers, well logging and drilling operations and services. These companies can work in both countries according to applicable laws.

- viii) Any other activities agreed upon by the Parties.

#### **Article 4: Modalities of Cooperation**

The cooperation will be implemented through the following activities and programmes in accordance with laws and regulation of the countries:-

- a. Exchange of information on the experiences and perspectives relating to development and analysis of the Oil and Gas sector;
- b. Exchange of information on studies and projects to facilitate planning aimed at promoting productivity, efficiency, conservation and sustainability of the Oil and Gas sector and environment protection;
- c. Joint cooperation in the design and implementation of studies, projects and programmes;
- d. Joint cooperation in the area of Well Stimulation Services (WSS) between Oil & Natural Gas Corporation, India (ONGC) and Ministry of Energy and Mining of Sudan (MEM) through training and technology transfer to MEM Personnel;
- e. Joint participation by the National Oil and Gas Companies in exploration and/or development of oil and gas fields or blocks and R&D activities in Sudan, India and/or other countries including EOR/IOR projects.
- f. Exchange of training and human resource development in the Oil and Gas sector;
- g. Organizing seminars, workshops and other meetings on topics relating to the Oil and Gas sector;
- h. Joint participation in the publication of non-confidential information derived from the activities implemented within the framework of this Memorandum;

- i. Exchange of information on general fiscal and customs measures, as well as on models of investment and contractual agreements; and
- j. Exchange of visits of professionals and technicians;

#### **Article 5: Work Methodology**

The Parties may set up a Joint Working Group, consisting of representatives of the Parties or officials designated by the Parties, for implementation of programmes and projects pertaining to this Memorandum. The Joint Working Group may meet periodically, alternately in Sudan and India, to assess and review the progress of the projects and programmes being implemented and to identify and provide thrust to new projects for cooperation between the Parties, so as to fulfill the objectives referred to in this MOU.

The Joint Working Group may set up sub-group(s), wherever it is deemed necessary for functional necessity.

#### **Article 6: Use of the information**

The Parties can freely use all information exchanged in conformity with and fulfillment of the MOU, except in those cases where the Party that supplied such information has restricted or made reservations for their use or dissemination. Under no circumstances, such information would be transferred by one of the Parties to any other Party without the consent in writing of the second Party.

#### **Article 7: Financing**

Each Party will bear its expenses relating to activities and programmes carried out by it towards the fulfillment of the objective of this MOU, including its participation in the meetings of Joint Working Group.

#### **Article 8: Disagreements**

Disputes concerning the interpretation or application of the MOU shall be settled through direct consultations/negotiations between the Parties on the basis of mutual goodwill and understanding.

#### **Article 9: Modifications**

The MOU may be amended by mutual written consent of the Parties, specifying the date of entry of such amendments.

#### **Article 10: Entry into force**

This MOU shall enter into force on the day when both parties have notified each other in writing, that they have complied with their internal legal requirements for the entry into force of this MOU.

#### **Article 11: Duration and Termination**

The MOU will remain in force for five (5) years subject to extension by agreement of both Parties in writing unless either Party expresses its desire to terminate earlier the MOU by giving written notice. The MOU shall cease to be in force after ninety (90) days of such notice.

The termination of the MOU shall not affect the completion of the on-going activities and programmes of cooperation that may have been initiated while the MOU was in operation.

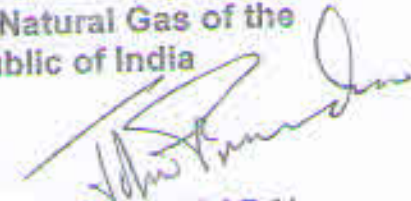
#### **Article 12: Validity**

The MOU shall enter into force on the date of signature by both the Parties.

Signed at New Delhi on the 8<sup>th</sup> day of December, 2009, in two originals, in Hindi, English and Arabic languages. In case of divergence in interpretation, the English text shall prevail.

In witness thereof, the undersigned duly authorized thereto by their respective Governments have signed this MOU.

**For the Ministry of Petroleum  
and Natural Gas of the  
Republic of India**

  
**(JITIN PRASADA)**  
Minister of State for Petroleum  
and Natural Gas

**For the Ministry of Energy and  
Mining of the Republic of the  
Sudan**

  
**(ANGELINA JANY TENY)**  
Minister of State for Energy  
and Mining