

**MEMORANDUM OF COOPERATION  
BETWEEN  
THE MINISTRY OF THE ENVIRONMENT OF JAPAN  
AND  
THE MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE CHANGE  
OF THE REPUBLIC OF INDIA  
IN THE FIELD OF  
ENVIRONMENTAL COOPERATION**

The Ministry of the Environment of Japan and the Ministry of Environment, Forest and Climate Change of the Republic of India (hereinafter referred to collectively as the 'Participants' and individually as a 'Participant');

Taking into consideration our shared concerns for the environment and our shared interest in its conservation for the well-being of current and future generations;

Recognising the need for effective measures to protect and conserve the environment;

Acknowledging the importance of cooperation between the Participants to enhance sustainable development;

Desiring to promote a closer cooperation between the Participants for the protection and conservation of the environment;

Reaffirming the importance of the action towards the swift and successful implementation of multilateral environmental agreements including the Paris Agreement, and the Sustainable Development Goals (SDGs);

Have reached the following decisions:

**PARAGRAPH I**  
**OBJECTIVE**

The objective of this Memorandum of Cooperation (hereinafter referred to as “MOC”) is to promote greater cooperation between the Participants on matters relating to the environment, on a basis of equality, reciprocity and mutual benefit.

**PARAGRAPH II**  
**AREAS OF COOPERATION**

Cooperative activities may be decided in mutually confirmed areas pertaining to environmental protection and improvements as listed below:

- a) Pollution Control (Air, Soil and Water);
- b) Chemical and Waste Management including integrated Solid Waste Management (including Environmentally Sustainable Cities) and Hazardous Substance Management;
- c) Coastal and marine ecosystems;
- d) Environmental Technology;
- e) Climate change;
- f) Conservation and sustainable use of biodiversity including Natural Parks and other nature conservation areas;
- g) Wastewater management; and
- h) Other areas related to protection of environment as mutually decided upon.

The Participants will carry out activities outlined above, subject to available resources, and in line with their national law and obligations under international agreements to which both Participants are Parties.

**PARAGRAPH III**

## **FORMS OF COOPERATION**

1. Cooperation, communication, exchange of information and continued collaboration between the Participants under this MOC may be implemented through:
  - a) Regular dialogue / talk at level of senior officials;
  - b) Visits by experts, scholars and delegations;
  - c) Jointly organised seminars, workshops and meetings involving experts, scientists, government agencies and businesses;
  - d) Bilateral exchange programme on environmental management and capacity building;
  - e) Written exchanges, including email communications;
  - f) The use of online forums and other virtual tools;
  - g) Joint projects; and
  - h) Other forms of cooperation as mutually decided upon.

## **PARAGRAPH IV**

### **INTELLECTUAL PROPERTY RIGHTS**

Each Participant will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to this MOC which is consistent with their respective domestic laws, rules and regulations and international agreements to which both countries are Parties.

The Participants will endeavour to ensure an equitable apportionment of intellectual property rights arising from cooperative activities under this MOC. The use of name,

logo and/or official emblem of the Participants on any publication, document and/or paper will require prior permission of the Participants. The Participants will not assign any rights and obligations arising out of the Intellectual Property Rights generated by inventions/activities carried out under this MOC to any third party without consent of the other Participant.

All information and documents identified by the Participants as confidential which are exchanged pursuant to this MOC will be kept confidential by the Participants and will be used in line with such conditions as each Participant may specify. The Participants will not use the information for purposes other than specified without the prior written consent of the other Participant. All confidential information will remain the exclusive property of the disclosing Participant. The Participants confirm that this MOC 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 Participant. Unpublished information, which is oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the matters of this MOC will not be transmitted to a third party, unless otherwise mutually decided by the Participants.

**PARAGRAPH V**  
**FACILITATION OF COOPERATION**

The Participants will promote and facilitate direct contact and cooperation between government agencies, public institutions, businesses and other organisations in both countries, subject to available resources.

Where appropriate, the Participants will encourage contact between government agencies, academic institutions and private organisations of both countries interested in cooperation.

**PARAGRAPH VI**  
**SCIENTIFIC AND TECHNICAL INFORMATION**

The scientific and technical information obtained as a result of cooperation under the present MOC may be provided to the international scientific community and

international organisations, unless otherwise mutually decided by the Participants in writing. Information sharing with third party should be in line with the matters as mutually decided by the Participants in writing.

## **PARAGRAPH VII**

### **INDIA-JAPAN JOINT WORKING GROUP ON ENVIRONMENT**

An India-Japan Joint Working Group on Environment (hereinafter referred to as 'the Working Group') will be set up for the coordination and implementation of this MOC.

The Working Group will convene at intervals decided upon by the Participants. The preferred method for these meetings will be video or teleconference. Meetings on climate change issues will be scheduled separately. The Working Group may consider practical activities and programmes of cooperation; coordinate with the organisations responsible for the implementation of these programmes; and make recommendations to the Participants. The composition of the Working Group and the procedures it will follow will be mutually decided by the Participants. Each Participant will bear its own costs and expenses arising from the implementation of this MOC.

Regular India-Japan high level environmental policy dialogues on priority areas will be established to ensure that the Participants continue to work together to strengthen engagement on policies of priority areas and share related information and experiences. The conditions to apply to these policy dialogues will be developed through discussion and document between the Participants.

## **PARAGRAPH VIII**

### **FOCAL POINTS**

To ensure effective operation of activities under this MOC, the Participants will appoint Focal Points, which will act as representatives of each Participant in all matters concerning this MOC. For the Ministry of the Environment of Japan, the Focal Point will be the International Cooperation and Sustainable Infrastructure Office. For the Ministry of Environment, Forest and Climate Change of the Republic of India, the Focal Point will be International Cooperation and Sustainable Development Division. The

activities under this MOC will be conducted on the basis of a plan of action, formulated for a period of five years.

Prior to formulating the next plan of action, the Working Group will review the outcomes achieved under the previous plan of action.

**PARAGRAPH IX**  
**CONFIDENTIALITY**

1. Each Participant will observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Participant during the period of the operation of activities under this MOC.
2. This paragraph will not prejudice the prevailing laws and regulations of the respective countries.
3. Neither Participant will disclose confidential information received from the other side under this MOC, without the prior written consent of the other Participant.

**PARAGRAPH X**  
**SETTLEMENT OF DIFFERENCES**

Any disputes arising out of interpretation or implementation of this MOC will be settled amicably by negotiation and consultation between the Participants.

**PARAGRAPH XI**  
**MODIFICATION**

This MOC may be modified by mutual consent of the Participants in writing.

**PARAGRAPH XII**  
**COMMENCEMENT, DURATION AND TERMINATION**

The cooperation under this MOC will commence on the date of its signature by the Participants. It will continue for a period of five (5) years, and may be renewed for

similar periods, as decided in writing through mutual written consent by the Participants.

Either Participant may terminate the cooperation under this MOC by giving written notice of termination to the other Participant six (6) months prior to the intended date of termination. The termination will not affect the completion of contracts/projects formulated on the basis of this MOC, which have not been completed on the date of the termination, unless the Participants mutually decide otherwise.

IN WITNESS WHEREOF the undersigned being duly authorized there to have signed this MOC.

Signed in \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2018, in duplicate, in Hindi and English languages, all texts having equal value. In case of any divergence of interpretation, the English text will prevail.

**On behalf of  
The Ministry of the Environment  
of Japan**

**On behalf of  
The Ministry of Environment,  
Forest and Climate Change  
of the Republic of India**

NAME  
DESIGNATION

NAME  
DESIGNATION