

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC**  
**OF SRI LANKA**  
**AND**  
**THE GOVERNMENT OF THE REPUBLIC OF INDIA**  
**ON**  
**DEFENCE CORPORATION**

The Government of the Democratic Socialist Republic of Sri Lanka and the Government of the Republic of India, hereinafter referred to individually as “Party” and jointly as “Parties”

Considering the historical linkages and the continued goodwill between the two countries;

Acknowledging the high level of cooperation that exists between the Defence Forces of the two countries;

Recognizing that such cooperation will be in accordance with their respective national policies and international best practices and will not conflict with the domestic laws of their respective states nor impair the commitments undertaken by their countries in the international field;

Wishing to enhance the scope of bilateral Defence cooperation engagements between the Parties;

Accepting that this Memorandum of Understanding hereinafter referred to as ‘MoU’, will meet the desires and interests of the Parties in creating a framework for Defence cooperation;

Have reached the following understanding;

**ARTICLE 1**

**SCOPE OF COOPERATION**

1.1 In keeping with the abiding ties and close friendship between India and Sri Lanka, the Parties will actively promote cooperation in the field of defence.

1.2 When carrying out cooperation activities under this Memorandum of Understanding, the Parties commit themselves to respect the national and military laws

and regulations of the Parties and the relevant principles and purposes of the Charter of the United Nations, which includes sovereign equality of States, territorial integrity and inviolability, and non-intervention in the internal affairs of the Parties.

1.3 Neither Party shall allow the use of its territory for activities harmful to the national security of the other

## **ARTICLE 2**

### **DEFENCE COOPERATION**

#### **2.1 Exchange of Personnel**

2.1.1 The Parties will, subject to mutual agreement make all necessary efforts to promote visits by personnel of different levels and segments which are mutually beneficial to this end;

2.1.2 The Parties will indicate the segments in which the exchanges of defence personnel will be beneficial such as professionals, exchange of information, trainings, seminars, and study visits in areas of mutual interest. Personnel participating in such visits must be nominated by each party and may include civilian staff employed/ associated with defence services.

#### **2.2 Training of Defence Personnel**

The training and defence personnel by each Party will be conducted as per mutually agreed terms and conditions on the following areas, and all training will be regulated in strict compliance with the existing military safety and clearance procedures and the rules of the Parties;

2.2.1 Exchange military training, expertise and information;

2.2.2 Exchange military instructors or observers;

2.2.3 Depute military personnel for purposes of attending military and educational courses or programmes;

2.2.4 Joint training exercises between the respective services to promote mutual understanding and learn and share best practices;

2.2.5 Humanitarian Assistance and Disaster Relief (HADR) related trainings, seminars, workshops and capacity building programmes;

2.2.6 Peacekeeping operations training – exchange views, mutual capability building, availing of course vacancies in UN Peacekeeping Centres, seminars and workshops;

2.2.7 Exchange of expertise on maintenance, good engineering practices, Standard Operation Procedures (SOPs), methodology for resolving legacy issues/defects, on mutually agreeable topics/fields;

2.2.8 Mutual Cooperation on the field of Ship Design, Ship construction, Hydrography and Oceanography and Unmanned Aerial Vehicle (UAV) development and technology sharing;

2.2.9 Any other field of defence on mutual consent.

### **2.3 Exchanges other than Training**

2.3.1 Think tank interaction, conduct of workshop, subject matter expert exchanges and seminars;

2.3.2 Military Medical cooperation between the Parties, to include Tele Medicine, treatment of patients, exchange of medical professionals, conduct of medical courses and any other agreed activities for military personnel;

2.3.3 Subject Matter Expert Exchange (SMEE) on Humanitarian Assistance and Disaster Relief (HADR) assistance and Maritime Search and Rescue.

2.3.4 Mutual Cooperation in defence infrastructure development;

2.3.5 Mutual Cooperation to further contact among Armed Forces including cultural visits and engagements of military personnel;

2.3.6 Mutual Cooperation in the field of Military Logistics and Facility and Supply Chain Management;

2.3.7 Any other program mutually agreed to by the Parties.

### **2.4 Staff Talks**

The Parties agree to jointly discuss the bilateral defence cooperation activities annually in the Staff Talks as per following:-

2.4.1 Services specific staff talks to include Army to Army staff talks, Navy to Navy staff talks and Air Force tier four staff talks;

2.4.2 Tri-Service issues and other bilateral defence cooperation issues not covered under the Services specific Staff Talks may be discussed in Tri-Services Staff Talks between Headquarters Integrated Defence Staff; Ministry of Defence, Government of the Republic of India and Ministry of Defence, Government of Democratic Socialist Republic of Sri Lanka biennially;

2.4.3 The Staff Talks to be held annually, alternatively in India and Sri Lanka as per mutually accepted programme.

2.5 Apart from the cooperation issues mentioned in paragraphs above, the Parties will also pursue cooperation in the following fields:-

2.5.1 Exchange of visits by ships and aircrafts as mutually agreed between the Parties;

2.5.2 Exchange of information in Maritime and other domains on mutual consent;

2.5.3 Defence Cyber related cooperation and engagements in critical and emerging technologies on mutual consent;

2.5.4 Supply or loan, on mutually agreed terms, equipment, platforms and defence materiel;

2.5.5 Support in case of contingencies such as HADR (Humanitarian Assistance and Disaster Relief), SAR (Search & Rescue), pollution response etc. on mutual consent.

### **ARTICLE 3**

#### **COOPERATION IN DEFENCE INDUSTRY.**

3.1 The parties will, subject to their national laws, with specific attention to procurement guidelines and regulations, encourage and facilitate direct interaction and cooperation in defence industry which may include the following:-

3.1.1 Joint Ventures;

3.1.2 Acquisition and sale of defence product and technology;

3.1.3 Repair, maintenance and overhaul support;

3.1.4 Cooperation in Defence Industry;

(a) Convening of seminars and meetings on defence industry

(b) The participation of the Parties in trade fairs related to defence will be encouraged

3.1.5 Technical Support;

3.1.6 Experience Sharing;

3.1.7 Technical Training;

3.1.8 Development, maintenance and up-gradation of Infrastructure

3.1.9 Any other mutually accepted activity promoting cooperation in the field of defence industry.

### **ARTICLE 4**

## **COOPERATION IN DEFENSE TECHNOLOGY**

### **AND RESEARCH**

4.1 The Parties agree to cooperate in the areas of science and technology and defence technology, research and development.

4.2 The cooperation will be conducted through the following means:

4.2.1 Training include technical training;

4.2.2 Exchanges of visits by scientists and engineers;

4.2.3 Exchange of information on science and technology;

4.2.4 Collaborative research and transfer of technology.

4.3 The Parties will establish appropriate mechanisms to protect intellectual property rights arising from joint research and development activities.

## **ARTICLE 5**

### **FINANCIAL ARRANGEMENTS**

5.1 Regarding implementation of this MoU or any other activity arising thereof, the Parties may arrive at mutually acceptable terms and conditions on financial arrangements.

5.2 The financial obligations of the Parties will be subject to their respective national laws.

## **ARTICLE 6**

### **MANAGEMENT OF COOPERATION,**

In order to monitor, manage and implement this MoU the Parties agree to continue the mechanism of dialogue, which may be held annually or more frequently, as mutually decided, at the level, level of Defence Secretaries. The dialogue may be held alternatively in India and Sri Lanka.

## **ARTICLE 7**

### **PROTECTION OF CLASSIFIED INFORMATION**

7.1 “Classified Information” means information or material, regardless of its form, that in accordance with the laws, regulation and policies of a Party requires protection

in the interest of national security, and has been designated with a security classification.

7.2 Any classified information or material exchanged or generated in connection with this Memorandum of Understanding will be used, transmitted, stored, handled and safeguarded in accordance with the applicable laws and regulations of the Parties. There will be no disclosure of such information to any third party without the prior written consent of the originating Party.

7.3 The corresponding obligations of the Parties relating to the protection of information will remain in force irrespective of the terminating of this MoU.

7.4 Any unauthorized disclosure, access by unauthorized personnel of any information exchanged by the other Party, or any such violation of any provision on the protection of classified information as described in the MoU, shall be immediately notified to the party providing the information.

## **ARTICLE 8**

### **INTELLECTUAL PROPERTY RIGHTS**

8.1 The protection of Intellectual Property Rights (IPR) will be carried out in conformity with the international obligations and the current laws of the Parties.

8.2 The Parties will protect the intellectual property rights of each other or any third party in accordance with their respective national laws, regulations and international obligations.

8.3 The issues of protection and distribution of intellectual property rights, including protection of a third Party's legitimate rights, taking into full consideration the equitable portion of ownership based on the contribution of the respective participants, will be regulated by specific arrangement to be concluded by the Parties on specific areas of cooperation.

## **ARTICLE 9**

### **AMENDMENT AND SUPPLEMENT**

The amendment and/or supplement of a part or entire MoU will be mutually agreed in writing. Such amendment and/or supplement will take effect from the date mutually agreed by the Parties. Any amendment and/or supplement will not affect the rights and obligations as defined in the MoU before or on the date of effect of the amendment and/or supplement.

## **ARTICLE 10**

### **SETTLEMENT OF DISPUTES**

Any dispute/difference between the Parties arising out of the interpretation or implementation of this MoU will be settled amicably through consultation and negotiations between the representatives of the Parties and/or through Diplomatic Channels and will not be referred to any national/international court, tribunal, or other similar body, or to any third party for settlement.

## **ARTICLE 11**

### **DISCIPLINE AND JURISDICTION**

The visiting Party will respect the laws, regulations, customs and traditions of the host country at all times and will be subject to the jurisdiction of the in the Host country.

## **ARTICLE 12**

### **VALIDITY, DURATION AND TERMINATION**

12.1 This MoU will come into effect from the date of its signing and will remain in effect for a period of five (05) years. Parties will have the right to terminate the MoU at any time, within three (03) months advance written notice to the Other Party.

12.2 The MoU will be renewed after a review of progress for further periods of three (03) years at a time unless terminated by either of the Parties by giving three (03) months written notice in advance to the Other Party its intention to terminate the MoU through diplomatic channels.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Governments have signed this MoU.

Signed at Colombo on this 5<sup>th</sup> day of April 2025 in two originals in the English language.

**For and on behalf of government  
of the Democratic Socialist  
Republic of Sri Lanka**

**For and on behalf of the  
Government of the Republic of  
India**

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Air Vice Marshal Sampath Thuyacontha (Retd)

Santosh Jha

Secretary of Ministry of Defence

High Commissioner of India to

Sri Lanka

(Colombo/May 14/2025)