

AGREEMENT
ON
SCIENCE AND TECHNOLOGY COOPERATION
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF INDIA

The Government of the United States of America and the Government of the Republic of India (hereinafter referred to as the "Parties"),

Realizing that international cooperation in science and technology for peaceful purposes will strengthen the bonds of friendship and understanding between their peoples and will advance the state of science and technology of both countries, as well as mankind;

Sharing responsibilities for contributing to the world's future prosperity and well being, and desiring to make further efforts to strengthen their respective national research and development policies for peaceful uses;

Considering scientific and technological cooperation is an important condition for the development of national economies;

Intending to strengthen their economic cooperation through specific and advanced technology applications;

Wishing to establish dynamic and effective international cooperation between organizations and individual scientists in both countries; and

Recognizing that cooperative activities would facilitate exchange and diffusion of technologies between the countries;

Have agreed as follows:

Article I

1. The purposes of this Agreement are to strengthen scientific and technological capabilities, including engineering, of the Parties, to broaden and expand relations between the extensive scientific and technological communities of both countries, and to promote scientific and technological cooperation in areas of mutual benefit, all for peaceful purposes.

2. The principal objectives of this cooperation are to provide opportunities to exchange ideas, information, skills, and technologies for peaceful purposes, and to collaborate on scientific and technological endeavors of mutual interest.

Article II

1. Cooperative activities under this Agreement shall be conducted in accordance with the applicable laws, regulations, and procedures in both countries and shall be subject to the availability of appropriated and other funds and personnel.

2. Should funds be made available for the purposes of this Agreement, written procedures will be developed by the Parties to govern the administration of such funds.

Article III

1. The Parties shall encourage cooperation through exchanges of scientific and technical information; exchanges of scientists and technical experts; the convening of seminars and meetings; the training of scientists and technical experts; the conduct of cooperative research projects; educational exchanges related to science, technology and engineering; the establishment of science-based public-private partnerships; the use of facilities and specific equipment, as appropriate; and other forms of scientific and technological cooperation as may be mutually agreed upon. None of the activities undertaken under this Agreement will relate to the development or use of nuclear, chemical or biological weapons, rocket systems, unmanned air vehicle systems, or to high-resolution remote sensing capabilities.

2. Cooperation under this Agreement shall be based on shared responsibilities and equitable contributions and benefits, commensurate with the Parties' respective scientific and technological strengths and resources.

3. Priority will be given to collaborations that can advance common goals in science and engineering research and education, support partnerships between public and private research institutions and industry, and touch on such science and technology issues as: promotion of science-based decision-making, environmental and biodiversity protection, safe drinking water, watershed management, natural and social sciences, agriculture, marine sciences, energy, basic space sciences, climate, HIV/AIDS and other infectious diseases, chronic disease research, other mutual priorities in health and biomedical research, telemedicine, information and communication technologies, standards and metrology, sustainable development, and other mutually beneficial areas.

4. This Agreement does not preclude or preempt other forms of cooperation between the Parties under separate arrangements.

Article IV

1. The Parties shall encourage and facilitate, where appropriate, the development of contacts and cooperation between government agencies, universities, research centers, institutions, private sector companies, and other entities of both countries.

2. Government agencies of the Parties may conclude under this Agreement implementing agreements or arrangements, as appropriate, in specific areas of science, technology and engineering. These implementing agreements or arrangements shall cover, as appropriate, topics of cooperation, procedures for personnel exchanges or program participants, procedures for transfer and use of materials, equipment and funds, and other relevant issues.

3. The Parties may designate other entities, including universities, research centers, institutions, and private sector companies, to carry out activities under this Agreement. Such entities may, with the approval of the Parties, enter into implementing arrangements, as appropriate, in specific areas of science and technology. These

implementing arrangements shall cover, as appropriate, topics of cooperation, procedures for personnel exchanges or program participants, procedures for transfer and use of materials, equipment and funds, and other relevant issues such as intellectual property rights.

4. In case of any inconsistent or ambiguous provisions in an implementing agreement or arrangement, the provisions of this Agreement shall prevail, unless the Parties otherwise agree in writing.

Article V

Scientists, technical experts, government agencies and institutions of third countries or international organizations may, in appropriate cases, be invited by agreement of the Parties to participate at their own expense, unless otherwise agreed, in projects and programs being carried out under this Agreement.

Article VI

1. The Parties agree to consult periodically and at the request of either Party concerning the implementation of the Agreement and the development of their cooperation. The Parties shall establish a Joint Committee to coordinate, facilitate, and review cooperative activities under this Agreement, composed of representatives designated by the Parties. The Joint Committee shall be co-chaired by a designated official of the Department of State of the Government of the United States and a designated official of the Government of the Republic of India. The Joint Committee will ordinarily meet at least once a year through any appropriate means agreed to by the Parties, including in person or through electronic means. In-person meetings of the Joint Committee shall alternate between India and the United States, or as agreed to by the Parties.

2. Each Party shall also designate an Agreement Coordinator to conduct administrative affairs and, as appropriate, to provide oversight and coordination of activities under this Agreement, including administration of any funds that may be made available for the purposes of this Agreement, as described in Article II(2).

Article VII

1. Scientific and technological information of a non-proprietary nature resulting from cooperation under this Agreement, other than information that may not be disclosed for national security, legal, commercial or industrial reasons, shall be made available, unless otherwise agreed, to the world scientific community through customary channels and in accordance with normal procedures of the participating agencies and entities. No warranty of suitability of information exchanged under this Agreement is implied or given.

2. The treatment of intellectual property created or furnished in the course of cooperative activities under this Agreement is provided for in Annex I, which shall apply to all activities conducted under this Agreement unless agreed otherwise by the Parties or their designees in writing.

3. Protected information or equipment shall not be transferred under this Agreement. Annex II provides for the protection of any such information or equipment identified in the course of cooperation under this Agreement and provides for the handling in accordance with the relevant laws and regulations of each Party of unclassified export-controlled information or equipment transferred under this Agreement.

Article VIII

1. Each Party shall facilitate, as appropriate and in accordance with its laws and regulations, entry into and exit from its territory of appropriate personnel and equipment of the other Party, as well as other materials, data, and specimens used or engaged as part of projects and programs under this Agreement.

2. Each Party shall facilitate, as appropriate and in accordance with its laws and regulations, prompt and efficient access of persons of the other Party participating in cooperative activities under this Agreement to its relevant geographic areas, institutions, data, materials, and individual scientists, specialists and researchers, as needed to carry out those activities.

3. Each Party shall facilitate and encourage, as appropriate and in accordance with its laws and regulations, the exchange of material and equipment considered

necessary to carry out science and technology cooperation provided for under this Agreement.

4. Commodities acquired, including by the United States, its contractors, or grantees, or by India that were financed with United States assistance funds provided under this Agreement, shall be exempt from customs duties imposed by India. If other taxes, including value-added taxes (VAT), are imposed then the Government of India shall provide timely reimbursement to the Government of the United States or its agents. Commodities include any material, article, supplies, goods, or equipment.

Article IX

In the event that differences arise between the Parties with regard to the interpretation or application of the provisions of this Agreement, the Parties shall resolve them by means of negotiations and consultations.

Article X

1. This Agreement shall enter into force when the Parties notify each other, through written diplomatic channels, of the completion of their respective national legal requirements necessary for the entry into force of this Agreement. The date of last notification will be deemed to be the date of entry into force of this Agreement. This Agreement shall remain in force for a period of ten (10) years. It may be extended for further ten-year periods by written agreement of the Parties.

2. This Agreement may be terminated at any time by either Party upon six (6) months' written notice to the other Party. Unless otherwise agreed, termination of this Agreement shall not affect the implementation of any cooperative activity carried out under this Agreement and not completed upon termination of this Agreement. Notwithstanding the termination of this Agreement, the obligations set forth in Annexes I and II shall continue to apply without respect to time, unless otherwise agreed in writing by the Parties.

3. This Agreement may be amended at any time through the written agreement of the Parties.

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

DONE at Washington, D.C., in duplicate, this 17th day of October 2005, in the English and Hindi languages, each text being equally authentic. In case of ambiguity the English language version takes precedence.

FOR THE GOVERNMENT
OF THE UNITED STATES
OF AMERICA:

FOR THE GOVERNMENT
OF THE REPUBLIC
OF INDIA:

Handwritten signature of Condoleezza Rice in cursive script.Handwritten signature of Manmohan Singh in cursive script.

ANNEX I

INTELLECTUAL PROPERTY

Pursuant to Article VII(2) of this Agreement:

I. General Obligation

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing agreements or arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Agreement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Annex.

II. Scope

- A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.
- B. For purposes of this Agreement, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm July 14, 1967, as amended on September 28, 1979, and may include other subject matter as agreed by the Parties.
- C. Each Party shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.
- D. Except as otherwise provided in this Agreement, disputes concerning intellectual property arising under this Agreement shall be resolved through discussions between the concerned participating institutions, or, if necessary, the Parties or their designees. Upon mutual agreement of the

Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of UNCITRAL shall govern.

- E. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

III. Allocation of Rights

- A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.
- B. Rights to all forms of intellectual property, other than those rights described in paragraph IIIA above, shall be allocated as follows:
 - (1) Visiting researchers shall receive rights, awards, bonuses, and royalties in accordance with the policies of the host institution.
 - (2) (a) Any intellectual property created solely by persons employed or sponsored by one Party other than those covered by paragraph III.(B)(1) shall be owned by that Party. Intellectual property created jointly by persons employed or sponsored by both Parties shall be jointly owned by the Parties. In addition, each creator shall be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that person.

(b) Unless otherwise agreed in an implementing or other agreement or arrangement, each Party shall have within its territory all rights to exploit or license intellectual property created in the course of the cooperative activities.

(c) The rights of a Party outside its territory shall be determined by mutual agreement considering the relative contributions of the Parties and their participants to the cooperative activities, the degree of commitment in obtaining legal protection and licensing of the intellectual property and such other factors deemed appropriate.

(d) Notwithstanding paragraphs III.B(2)(b) and (c) above, if a particular project has led to the creation of intellectual property protected by the laws of one Party but not the other, the Party whose laws provide for this type of protection shall be entitled to all rights to exploit or license intellectual property worldwide although creators of intellectual property shall nonetheless be entitled to awards, bonuses and royalties as provided in paragraph III.B(2)(a).

(e) For each invention made under any cooperative activity, the Party employing or sponsoring the inventor(s) shall disclose the inventions promptly to the other Party together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. Either Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention. Unless otherwise agreed in writing, the delay shall not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

IV. Business Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, and the information is not generally known or publicly available from other sources, and the owner has not previously made

the information available without imposing in a timely manner an obligation to keep it confidential.

ANNEX II

SECURITY OBLIGATIONS

I. Protection of Sensitive Technology

Both Parties agree that no information or equipment requiring protection in the interest of national defense or foreign relations and classified in accordance with its applicable national laws and regulations shall be provided under this Agreement. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials, and the Parties shall consult to identify appropriate security measures to be agreed upon by the Parties in writing and applied to this information and equipment and shall, if appropriate, amend this Agreement to incorporate such measures.

II. Technology Transfer

The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the contracts or implementing arrangements. Export controlled information shall be marked to identify it as export controlled and identify any restrictions on further use or transfer.