

AGREEMENT

ON

SCIENTIFIC AND TECHNOLOGICAL COOPERATION

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF INDIA

AND

THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA

AGREEMENT ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA

The Government of the Republic of India represented by Department of Science and Technology (DST), Ministry of Science and Technology and the Government of Saudi Arabia represented by King Abdulaziz City for Science and Technology (KACST), (hereinafter referred to collectively as the "Parties" and separately as a "Party");

RECALLING To the General Agreement between the two Governments for Economic and Technical Cooperation signed in New Delhi on April 14, 1981.

RECOGNIZING the importance of science and technology in the development of their national economies and in the improvement of their socio-economic standards of life;

CONSIDERING that the development of scientific and technological relations shall be of mutual benefit to both countries.

DESIROUS of strengthening cooperation between the two countries, particularly, in the fields of science & technology;

CONSIDERING further that such cooperation will promote the development of existing friendly ties between the two countries;

HAVE AGREED as follows:

ARTICLE 1 **Objectives**

The Parties, subject to the terms of this Agreement and the existing domestic law and national policies of each country, shall promote and support the development of cooperation in the fields of science and technology between the two countries on the basis of equality and mutual advantages.

ARTICLE 2 **Modalities of cooperation**

Cooperation between the Parties in the field of the science & technology may be affected by means of

- a) Exchange of scientists, research workers, technical experts and trainees;
- b) Exchange of scientific and technical information and documentation;
- c) Organization of bilateral scientific and technical seminars, conferences and workshops in areas of mutual interest;

- d) Formulation and implementation of joint research projects and development programmes, and exchange of knowledge resulting there from;
- e) Other modalities of cooperation as agreed upon by the Parties.

ARTICLE 3

Joint Committee on Scientific and Technological Cooperation

1. For the purpose of implementation of this Agreement, a Joint Committee on Science and Technology as part of Saudi-Indian Joint Commission (hereinafter referred to as Committee) composed of representative designated by the two parties, shall be established. The parties shall notify each other about their representative to the Committee.
2. The tasks of the Committee shall be to:
 - a) Plan ,coordinate and monitor cooperation in the field science and technology between the two countries
 - b) Identify priority areas of cooperation
 - c) Facilitate the implementation of joint programmes and projects
 - d) Promote the exchange of information arising from the cooperation in order to further the development of cooperation and
 - e) Review progress regarding the implementation of this Agreement and guide future cooperative activities
3. The Committee shall meet, if necessary, alternately in India and Saudi Arabia on mutually convenient dates

ARTICLE 4

Implementing Protocols

The Parties shall promote cooperation between their respective organizations, enterprises and institutions concerned with science and technology in both countries, with a view to concluding, if necessary, appropriate protocols or contracts within the framework of this Agreement. Such protocols or contracts shall be signed in accordance with the laws and regulations in force in the respective countries.

ARTICLE 5

Intellectual Property Rights

1. Scientific and technological information of a non-proprietary nature arising from the cooperative activities under this Agreement may be made available to the public by either Party through customary channels and in accordance with the normal procedures of the participating agencies.
2. The Parties shall give due consideration to acquisition, protection, sharing, transfer, and relevant financial arrangements of intellectual property rights or other rights of a proprietary nature resulting from the cooperative

activities under this Agreement and shall consult with each other for this purpose as necessary.

3. 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.

ARTICLE 6 **Equipment and Apparatus**

1. The terms and delivery of the equipment required for joint research and for pilot plant studies instituted in furtherance of this Agreement shall be agreed upon in writing either between the Parties or between the cooperating entities as may be applicable in each individual case.
2. The delivery of equipment and apparatus from one country to another produced in the course of the implementation of this Agreement shall be effected in accordance with the laws and regulations in force in the respective countries.

ARTICLE 7 **Exchange of information**

The Parties shall promote cooperation among scientific and technological information, and scientific institutions by exchange of books, periodicals and bibliographies, including the exchange of information and full-texts documents by means of electronic information and communication networks.

ARTICLE 8 **Confidentiality**

No Party shall divulge information obtained by it or its personnel under this Agreement to any third party without the specific consent of the other Party.

Article 9 **Financial Matters**

Expenses for travel and Medical Insurance of the scientists and the specialists between the two countries shall be borne by the sending country, while the expenses for accommodation, meals, internal travel shall be borne by the host country, according to the terms mutually agreed upon between the Parties.

Article 10
Assistance and Facilities

Each Party shall, subject to its laws and regulations, secure to the citizens of the other Party, who stay on its territory, all assistance and facilities in the fulfillment of the tasks they are entrusted in accordance of this Agreement.

Article 11
Amendments

This Agreement may be amended in writing by mutual consent of the Parties by way of an Exchange of Notes between the Parties through the diplomatic channel.

Article 12
Settlement of Disputes


Any dispute between the Parties arising out of the interpretation or implementation of this Agreement shall be settled amicably through consultation or negotiation.

Article 13
Entry into Force, Duration and Termination


1. The Agreement shall enter into force on the date of last notification by which the Parties have notified each other in writing through diplomatic channels that they have completed their respective legal requirements, and shall remain in force for a period of ten(10) years. It may be extended for further identical periods, unless a party wishes the termination by six(6) months written notice to the other party, through diplomatic channels.
2. This Agreement may be terminated at any time by either party upon six(6) months written notice through diplomatic channels to the other Party. Termination of this Agreement shall not affect the implementation of any cooperative activity carried out under the Agreement and not completed upon termination of this Agreement.

Done at Riyadh in two originals each in the Hindi, Arabic, and English Languages on 14 Rabea Alawal 1431H, corresponding to February 28, 2010, all texts being equally authentic but in case of doubt, the English Text shall prevail

FOR THE GOVERNMENT OF
REPUBLIC OF INDIA


Anand Sharma
Commerce & Industry Minister

FOR THE GOVERNMENT OF THE
KINGDOM OF SAUDI ARABIA


Dr. Mohammed I. Al Suwaiyel
President
King Abdulaziz City for Science