

**Memorandum of Understanding between  
Department of Science and Technology of the Republic of  
India and the Chinese Academy of Sciences of the People's  
Republic of China on Cooperation in Science and Technology**

The Department of Science and Technology of the Republic of India and the Chinese Academy of Sciences of the People's Republic of China (hereinafter referred to as "the Parties"),

IN ACCORDANCE with the Inter-Governmental Agreement in Science and Technology signed in Beijing in December 1988;

TAKING NOTE of the discussions held between Secretary to the Government of India, Department of Science and Technology and Vice President of the Chinese Academy of Sciences, during his visit to China in April 2001;

AGREEING to conduct exchanges to further promote research and development cooperation in the fields of basic and applied sciences and transfer of technology;

HAVE AGREED AS FOLLOWS:

**ARTICLE 1**

The Parties agree that cooperation may include such areas as natural disaster mitigation, high energy physics, astronomy and astrophysics, advanced materials, biotechnology, natural sciences and space sciences, development and application of technologies, IT, bio-resources and environment, geography and geology.

**ARTICLE 2**

The Parties agree that cooperation may take the following forms:

- a) Exchange of scientists, specialists, delegations, and scientific and technical information.
- b) Exchange of specimens and standard samples as may be required for joint investigations.

- c) Cooperative research on subjects of mutual interest including the development of products/processes.
- d) Joint organization of scientific conferences, symposia and lectures; and
- e) Other forms of cooperation as are mutually agreed upon from time to time.

### ARTICLE 3

The Cooperative activities carried out under this MOU will be subject to the funds and manpower available to the Parties. The specific missions, obligations and conditions with respect to the above mentioned activities, including the responsibility for the payment of costs, shall be decided upon by mutual agreement on a case to case basis.

### ARTICLE 4

In order to carry out the activities under this MOU, a Joint Working Group shall be established. Each Party shall designate three persons to be members of the Group, one of whom shall act as that Party's Chairperson. The two Co-Chairpersons shall, by correspondence, consult each other and review and plan cooperative activities and other related matters. When necessary, a meeting may be convened by agreement between the two Co-Chairpersons to consider matters related to the implementation of this MOU.

### ARTICLE 5

Scientific and technical information transmitted by one Party to the other under Article 2 of this MOU, shall be accurate and reliable to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the scientific and technical information transmitted for any specific use of application by the receiving Party or by any third Party.

## ARTICLE 6

Scientific and technical information derived from cooperative activities under this MOU may be made available unless otherwise agreed upon to the World scientific community through customary channels and in accordance with the normal procedures of the Parties.

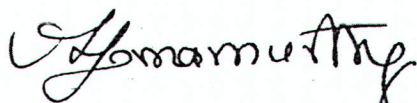
## ARTICLE 7

The Department of Science & Technology shall coordinate and facilitate the activities on the Indian side while the Chinese Academy of Sciences shall coordinate and facilitate with regard to cooperative activities from the Chinese side under this MOU.

## ARTICLE 8

This MOU shall enter into force upon signatures and shall remain in force for a period of Five (5) years. It may be amended or extended by mutual agreement of the Parties. The termination of this MOU shall not affect the validity or duration of projects under this MOU, which are initiated prior to such termination.

Signed at New Delhi on this day of 14 January, 2002, in duplicate in the Hindi, Chinese and English languages and all texts are equally authentic. In case of interpretation dispute, the English text shall prevail.



For the Department of Science &  
Technology of the Government of  
Republic of India



For the Chinese Academy  
of Sciences of the People's  
Republic of China