

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AUSTRALIAN DEPARTMENT OF EDUCATION, SCIENCE AND TRAINING

AND

THE INDIAN DEPARTMENT OF SCIENCE AND TECHNOLOGY

The Australian Department of Education, Science and Training (EST) and the Indian Department of Science and Technology (DST), (hereinafter called "the Parties"),

NOTING the desire of the Government of Australia and the Government of India to foster cooperation in science and technology in accordance with the Agreement between the Government of Australia and the Government of the Republic of India on Co-operation in the Fields of Science and Technology done at Canberra on 15 October 1986 ("the Agreement"); and

IN ACCORDANCE with provisions of the Agreement which envisage the conclusion of separate arrangements between Co-operating Agencies, require both the Governments to endeavour to arrange funding of Co-operative Activities under the Agreement, and anticipate periodic meetings of scientific representatives of the two Governments to facilitate the implementation the Agreement:

HAVE come to the following understandings:

1. Funding

Each Party will put in place funding mechanisms with a degree of flexibility sufficient to permit their use for the support of joint scientific and strategic research and development projects of interest to both Parties.

Each Party will independently evaluate and support its own proposals through its own regular programs and in accordance with its own program cycle and regulations. Applicants and applications will be required to meet selection criteria for the relevant program.

To support activities eligible in the program of cooperation, Australian citizens or permanent residents may apply for funding from Australian sources; Indian citizens or permanent residents may apply for funding from Indian sources.

Projects will be carried out by Australian and Indian partners. Project results will be equally available and may subsequently be used in Australia and India. When the Parties mutually consent, they may be made available to or in a third country.

2. Coordination

The Parties will establish a Joint Science and Technology Committee, hereinafter called the JSTC. The JSTC will supervise the program of cooperation. In particular, the JSTC will discuss and review:

- a) the program of cooperation in light of relevant science and technology policy and developments in Australia and India;
- b) priority areas with high probability for the development of successful collaborative projects; and
- c) progress of ongoing projects and funding of new project proposals.

The JSTC will consist of representatives from government science and technology based organisations and may also include representatives from other relevant organisations. Each Party will select a person to jointly chair the JSTC, nominally at the Head of Division level.

The JSTC will meet alternately in Australia and India every two (2) years or as mutually determined by the Parties.

3. Protection of Intellectual Property

Intellectual property for the purposes of this Memorandum of Understanding (MOU) is defined as: patents, industrial designs, trademarks, copyright, undisclosed information, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including rights relating to plant varieties, circuit layouts and semi-conductor chips.

The parties will promote and facilitate cooperation between their respective organisations, enterprises and institutions with a view to concluding, if necessary, appropriate protocols or contracts to protect intellectual property rights (IPRs).

The allocation of IPRs should occur on the basis of a project management plan developed for each project by its proponents. Protocols or contracts to protect IPRs will be signed in accordance with laws and regulations prevailing in Australia and India and will provide for:

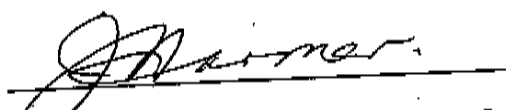
- a) adequate and effective protection and equitable distribution of any benefits from IPRs created in or resulting directly from cooperative activities (foreground IPRs),
- b) ownership of foreground IPRs to be allocated on the basis of respective contribution and equitable interests,
- c) terms and conditions for the commercialisation and other forms of dissemination of the foreground IPRs, and
- d) adequate and effective protection of IPRs provided by the organisations, enterprises and institutions prior to or in the course of such cooperative activities, for example the licensing or utilisation of such IPRs on equitable terms (background IPRs).

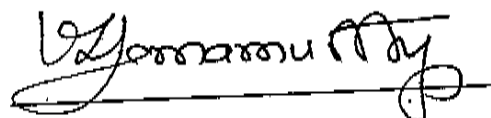
4. Others

This Memorandum of Understanding will take effect from the date of signing. It will remain in effect until terminated by either party giving six (6) months notice in writing. It may be amended at any time by mutual written consent of the Parties.

When this Memorandum of Understanding takes effect it will replace the Memorandum of Understanding between the Australian Department of Industry, Science and Tourism and the Indian Department of Science and Technology signed on 2 November 1996.

Signed at New Delhi, in duplicate, this 23rd day of October 2003, in two languages, English and Hindi, both texts being equally valid. In case of differences in interpretation, the English text will prevail.


FOR THE AUSTRALIAN DEPARTMENT
OF EDUCATION, SCIENCE AND
TRAINING


FOR THE DEPARTMENT OF SCIENCE
AND TECHNOLOGY OF INDIA