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**Canada
and
India**

Agreement for scientific and technological cooperation between the Government of Canada and the Government of the Republic of India (with annex). Toronto, 18 November 2005

Entry into force: *11 November 2008 by notification, in accordance with article 16*

Authentic texts: *English, French and Hindi*

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**Canada
et
Inde**

Accord de coopération scientifique et technologique entre le Gouvernement du Canada et le Gouvernement de la République de l'Inde (avec annexe). Toronto, 18 novembre 2005

Entrée en vigueur : *11 novembre 2008 par notification, conformément à l'article 16*

Textes authentiques : *anglais, français et hindi*

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[ENGLISH TEXT – TEXTE ANGLAIS]

**AGREEMENT
FOR SCIENTIFIC AND TECHNOLOGICAL COOPERATION
BETWEEN
THE GOVERNMENT OF CANADA
AND
THE GOVERNMENT OF THE REPUBLIC OF INDIA**

THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE REPUBLIC OF INDIA, hereinafter referred to together as the "Parties".

CONSIDERING the importance of science and technology for their economic and social development;

CONSIDERING the ongoing scientific and technological cooperation between India and Canada

RECALLING the Parties' rights and obligations pursuant to international treaties and conventions relating to Intellectual Property to which both Canada and India are party, in particular the *Berne Convention for the Protection of Literary and Artistic Works* (Paris Act, 1971), the *Paris Convention for the Protection of Industrial Property* (Stockholm Act, 1967), the *Agreement on Trade Related Aspects of Intellectual Property Rights* (TRIPS);

DESIRING to establish a framework for cooperation in scientific and technological research, which will extend and strengthen the conduct of cooperative activities in areas of common interest and encourage the application of the results of such cooperation to their economic and social benefit;

HAVE AGREED as follows:

**ARTICLE 1
Purpose**

The Parties, shall encourage, develop and facilitate Cooperative Activities in science and technology for peaceful purposes in fields of common interest and on the basis of equality and mutual benefit.

**ARTICLE 2
Definitions**

1. For the purpose of this Agreement:

- a) "Cooperative Activity" means any activity carried out pursuant to this Agreement;
- b) "Implementing Arrangement" means an arrangement in written form between the Parties or between two or more Participants, for the conduct of a Cooperative Activity, but excluding an arrangement between two Participants from the same Party;

c) "Information" means scientific or technical data, including design procedures and techniques, product formulas, manufacturing methods, processes and treatments, the chemical composition of materials, computer programs, data compilations and employee know-how such as specialized skills and experience; business information, including strategic and marketing plans, financial information and credit or pricing policies; and any other data as may be jointly decided in writing by the Parties;

d) "Intellectual Property" shall have the meaning set out in Article 2 of the Convention establishing the World Intellectual Property Organization, done at Stockholm on 14 July 1967;

e) "Joint Research Activity" means a Cooperative Activity in research, technological development or demonstration that involves collaboration by Participants from both Parties and is designated as a Joint Research Activity in writing by the Participants;

f) "Participant" means any individual or legal entity established pursuant to the legislation of either Party and includes, but is not limited to, academies of science, governmental and non-governmental organizations, universities and colleges, institutes of technology, science and research centres and institutes, private sector enterprises and firms;

g) "Technology Management Plan" means a contract in written form between two or more Participants concerning the ownership and use of Intellectual Property rights that may be developed or created in the course of a specific Joint Research Activity, but excluding a contract between two Participants from the same Party.

2. For the purpose of this Agreement, the term "peaceful" shall be understood as including "non-military".

ARTICLE 3

Principles

Cooperative Activities shall be conducted on the basis of the following principles:

- (a) mutual benefit based on an overall balance of advantages;
- (b) reciprocal access to the activities of research and technological development undertaken by each Party or its Participants, where practicable;
- (c) timely exchange of Information, which may affect Cooperative Activities;
- (d) effective protection of Intellectual Property rights;
- (e) peaceful uses; and
- (f) respect for the applicable legislation of the Parties.

ARTICLE 4

Cooperative Activities

Cooperative Activities shall be jointly decided in writing from time to time by the Parties.

ARTICLE 5
Forms of Cooperative Activities

1. Subject to their applicable legislation, the Parties shall foster, to the fullest extent possible, Co-operative Activities under this Agreement. The Parties shall conduct such Cooperative Activities through the conclusion of Implementing Arrangements or contracts, as appropriate, and shall ensure that their Participants conduct Cooperative Activities in the same manner.
2. Cooperative Activities may take the following forms:
 - (a) joint research and development activities;
 - (b) facilitation of commercially viable research and development;
 - (c) pooling of research and development projects, already underway in each Party, into Joint Research Activities
 - (d) visits and exchanges of scientists, technical experts and academics;
 - (e) exchanges and loans of equipment and materials;
 - (f) exchanges of information on practices, laws, regulations and programs relevant to the Cooperative Activities undertaken pursuant to this Agreement;
 - (g) organization of scientific seminars, symposia, conferences and workshops as well as participation of experts in those activities;
 - (h) demonstrations of technologies and application development;
 - (i) any other mode of cooperation jointly decided in writing by the Parties including as recommended by the Joint Science and Technology Cooperation Committee established pursuant to Article 6 of this Agreement.
3. In case of any inconsistency between this Agreement and an Implementing Arrangement entered into pursuant to this Article, the Agreement shall prevail.

ARTICLE 6
Coordination and Facilitation of Cooperative Activities

1. The coordination and facilitation of Cooperative Activities under this Agreement shall be effected, on behalf of the Republic of India by the Department of Science and Technology and, on behalf of Canada, by the Department of Foreign Affairs and International Trade, acting as Executive Agencies.
2. Each Party may designate another Executive Agency should its Executive Agency identified in Paragraph 1 of this Article cease to be responsible for the subject-matter of this Agreement. The Party designating another Executive Agency shall notify the other Party in writing of the name of its new Executive Agency.

ARTICLE 7
Joint Science and Technology Cooperation Committee

1. The Parties shall establish a Joint Science and Technology Cooperation Committee (hereinafter referred to as the "Joint Committee"). The Parties shall each designate an equal number of representatives to sit on the Joint Committee. The Joint Committee shall be co-chaired by a representative of each Party. The Joint Committee shall operate on the basis of consensus. It shall establish its own rules of procedures

2. The functions of the Joint Committee shall be to:

- (a) promote and oversee the different areas of Cooperative Activities as decided by the Parties pursuant to Article 4 of this Agreement;
- (b) identify among the forms of Cooperative Activities, listed in Article 5 of this Agreement, priority forms of Cooperative Activities for each calendar year;
- (c) propose, pursuant to Article 5 of this Agreement, the pooling of certain research and development projects which would be of mutual benefit and complementary;
- (d) advise the Parties on ways to enhance and improve cooperation consistent with the principles set out in this Agreement;
- (e) review the functioning and implementation of this Agreement;
- (f) provide an annual report to the Parties on the status, the level reached and the effectiveness of Cooperative Activities undertaken pursuant to this Agreement.

3. The Joint Committee shall meet annually according to a jointly determined schedule. The meetings shall be held alternately in India and in Canada. Extraordinary meetings may be organized at the request of either Party.

4. The costs incurred by members of the Joint Committee in the exercise of their functions shall be borne by the Party who has designated them. The costs, other than those for travel and accommodation, which are directly associated with the meetings of the Joint Committee shall be borne by the host Party.

ARTICLE 8

Availability of Resources

Cooperative Activities shall be subject to the availability of appropriated funds, personnel and other resources.

ARTICLE 9

Entry and Exit of Persons, Material, Information and Equipment

Each Party, subject to its legislation, shall take all reasonable steps and use its best efforts, to facilitate entry to, sojourn and exit from its territory of persons, material, Information and equipment involved in or used in Cooperative Activities undertaken pursuant to this Agreement.

ARTICLE 10

Peaceful Uses

Each Party shall ensure that all funds, material, Information, equipment, services, technology and expertise provided to it or its Participants, by the other Party or the other Party's Participants, in connection with the implementation of this Agreement, shall be used solely for peaceful purposes and in a manner consistent with this Agreement.