

AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF INDIA  
AND  
THE GOVERNMENT OF NORWAY  
ON COOPERATION  
IN THE FIELDS OF SCIENCE AND TECHNOLOGY

The Government of the Republic of India and the Government of Norway (henceforth referred to as "the Contracting Parties"),

CONSIDERING that the development of scientific and technical relations shall be of mutual benefit to both countries,

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

CONSIDERING further that such cooperation will promote the development of existing friendly relations between the two countries,

HAVE AGREED as follows:

ARTICLE I

The Contracting Parties agree to promote development of cooperation in the fields of science and technology between the two countries on the basis of equality and mutual advantages and, by mutual consent, define various areas in which this cooperation is desirable, taking into account the experience of scientists and specialists of the two countries and the possibilities available.

ARTICLE II

Cooperation between the Contracting Parties in the fields of science and technology may be effected, in accordance with national laws and regulations, by means of:

- (i) exchange of scientists, research workers, technologists, specialists and scholars;
- (ii) exchange of scientific and technical information and documentation,
- (iii) organisation of bilateral scientific and technical seminars, workshops and courses on problems of interest to both countries,
- (iv) facilitating the training of young scientific workers by granting fellowship on the basis of exchange,

- (v) joint identification of the potential for research cooperation stemming from scientific and technical challenges in trade and industry, including joint research projects, exchange of experiences and know-how,
- (vi) organisation of exhibitions demonstrating the achievements of both countries in the field of science and technology; and
- (vii) other forms of cooperation as may be mutually agreed upon.

### ARTICLE III

The Contracting 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 IV

The Contracting Parties shall take steps to promote cooperation among scientific libraries, centres of scientific and technical information and scientific institutions for exchange of books, periodicals and bibliographies.

### ARTICLE V

This Agreement shall contribute to promote participation of organizations and institutions from the two countries in the Contracting Parties' respective national projects and programmes. Costs for such cooperative activities under this Agreement shall be borne as may be mutually agreed.

### ARTICLE VI

1. For the Purpose of effective implementation of this Agreement, the Contracting Parties shall establish a Joint Working Group, the functions of which shall be:

- (i) Exchanging information and views on scientific and technological policy issues,
- (ii) Reviewing and discussing the cooperative activities and accomplishments under this Agreement; and

- (iii) Providing advice to the Contracting Parties with regard to the implementation of this Agreement which include identification and proposition of the cooperative activities there under and encouragement of their implementation.
2. The Joint Working Group shall meet alternately in India and Norway at mutually agreed times.
3. Contacts relating to the functions of the Joint Working Group during the inter-sessional periods shall be conducted by the Contracting Parties.

#### ARTICLE VII

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 Contracting Party through customary channels and in accordance with the normal procedures of the participating agencies.
2. The Contracting Parties shall give due consideration to the protection and distribution 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.

#### ARTICLE VIII

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Agreement, each Contracting 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 IX

Each Contracting Party may, subject to its laws and regulations, support the citizens of the other party who stay on its territory. The support shall consist of assistance and use of facilities of the Contracting Party or of its organizations in the fulfilment of the tasks the citizens are entrusted with, according to the provisions of this Agreement.

## ARTICLE X

This Agreement shall enter into force on the date of receipt of the last notification whereby the Parties notify each other through diplomatic channels that their constitutional procedures for the entering into force of the Agreement have been fulfilled.

## ARTICLE XI

Any differences arising from the application or interpretation of this Agreement shall be settled by the Contracting Parties through bilateral negotiations.

## ARTICLE XII

This Agreement shall remain in force for a period of five years with effect from the date of signing and shall be automatically extended for further periods of five years, unless one of the Contracting Parties gives notice to the other party of its intention to terminate this Agreement twelve months before the expiry of the said period. The termination of this Agreement shall not affect activities ongoing at the time of the termination of this Agreement, or on the date of the abovementioned notice.

In WITNESS WHEREOF, the following representatives duly authorized by the respective Governments have signed this Agreement.

Done at \_\_\_\_\_ in two originals written in Hindi, Norwegian and English languages on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, all texts being equally authentic, but in case of doubt the English text shall prevail.

ON BEHALF OF THE GOVERNMENT  
OF THE REPUBLIC OF INDIA

ON BEHALF OF THE GOVERNMENT  
OF NORWAY

(Name)

(Name)

Designation

Designation