

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

**THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF
THE REPUBLIC OF CHILE** (hereinafter referred to as "the Parties")

- **RECOGNIZING** that the development of cooperation in science and technology shall be of mutual benefit to both Parties;
- **BEING DESIROUS** of strengthening cooperation between the Parties in the fields of Science and Technology;
- **CONSIDERING** that such cooperation shall promote further development of existing friendly relations between the Republic of India and the Republic of Chile;

HAVE AGREED as follows:

ARTICLE I

The Parties shall promote development of long term cooperation in Science and Technology between them on the basis of equality and their common benefit and shall, by mutual consent, identify the areas in which such cooperation is desirable taking into account the experiences of their scientists, scholars and technologists (hereinafter referred to as "Experts"), and the available opportunities.

ARTICLE II

Cooperation between the Parties in Science and Technology shall be effected through:

- a) Visits and exchanges of Experts
- b) Organization of seminars and workshops in various areas of Science and Technology
- c) Training of Science and Technology personnel

- d) Implementation of joint projects on Science and Technology
- e) Exchange of scientific and technological information and documents
- f) Other forms of scientific and technological cooperation as may be mutually agreed upon.

ARTICLE III

1. The Parties shall promote and facilitate cooperation between their respective organisations, enterprises and institutions related to Science and Technology. They may conclude, if necessary, appropriate protocols and contracts within the framework of this Agreement.

2. Protocols or contracts, which shall be the basis for developing cooperation between organizations, enterprises and institutions concerned with Science and Technology in the two countries, shall be signed in accordance with the present Agreement, their laws and regulations. Such protocols or contracts shall, if necessary, provide for:

- I) Procedure for licensing know-how or utilization of patents;
- II) Exchange of patents, joint application for patents based on joint research and development projects, and conditions for their commercialization by either Party or jointly by them in a third country;
- III) Conditions of introduction into production and realization of output; and
- IV) Financial terms and conditions.

ARTICLE IV

1. The objectives of this Agreement shall be realized through the implementation of cooperation programs to be signed between the Parties. Such programs shall specify the subjects, scope and form of cooperation, duration of visits of Experts and financial terms and conditions.

2. The responsibility of implementing this Agreement shall rest with the Department of Science and Technology (DST), Ministry of Science and Technology of the Government of the Republic of India and the National Commission for Science and Technology, (CONICYT) of the Government of the Republic of Chile.

ARTICLE V

1. The Parties shall establish a Joint Working Group on Cooperation in Science and Technology (hereinafter referred to as "the Working Group") for achieving the objectives of this Agreement. The Working Group shall meet alternately in New Delhi and in Santiago on dates to be agreed upon through diplomatic channels.

2. The Working Group shall:

- a) Consider the policy aspects relevant to the implementation of this Agreement.
- b) Identify areas of mutual interest and formulate cooperation programs for specified periods of time on the basis of the priority interest of the Parties.
- c) Follow-up the progress of the implementation of this Agreement.
- d) Propose to the Parties specific measures to enhance and strengthen the scope and quality of cooperation under this Agreement.

3. Contacts related to the functions of this Working Group during the intercessional periods shall be conducted through diplomatic channels.

ARTICLE VI

The expenses on travel, including insurance of Experts, between the two countries shall be borne by the sending country while expenses of internal travel, accomodation and local hospitality shall be borne by the host country according to terms mutually agreed upon between the Parties.

ARTICLE VII

Neither of the Party would divulge information obtained by it or its personnel under this Agreement to any third party without the specific consent of the other Party.

ARTICLE VIII

This Agreement may be modified or amended upon mutual consultation and with consent between the Parties.

ARTICLE IX

Any differences regarding the application or interpretation of this Agreement shall be settled by the Parties through mutual consultations.

ARTICLE X

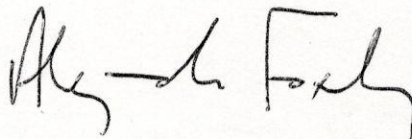
This Agreement shall come into force on the date of the last notice by either Party communicating to the other that the legal formalities prescribed for that purpose have been completed, and shall initially be effective for five (5) years. It may be extended for equal periods, subject to an evaluation of the implementation of the Agreement, which shall be conducted in the penultimate year of each period. However, even when the five year period has concluded, pending such evaluation, the Agreement shall remain in force.

In WITNESS WHEREOF, the representatives of the Parties have signed this Agreement.

DONE at Santiago on the 21 day of the month of April of the year two thousand and eight in two originals each in Hindi, Spanish and English languages, all texts being equally authentic. In case of any divergence regarding their interpretation, the English text shall prevail.



FOR THE GOVERNMENT OF
THE REPUBLIC OF INDIA



FOR THE GOVERNMENT OF
THE REPUBLIC OF CHILE

Name:

Name:

Designation:

Designation