

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE GOVERNMENT OF UKRAINE
ON CO-OPERATION IN THE FIELDS OF SCIENCE AND TECHNOLOGY**

The Government of the Republic of India and the Government of Ukraine hereinafter referred to as the Contracting Parties;

CONSIDERING that development of closer scientific and technological co-operation shall be to their mutual benefit;

DESIROUS of strengthening co-operation between the two countries, particularly in the fields of science and technology,

CONSIDERING further that such co-operation will promote the application of scientific achievements and new technologies, to improve the economic situation and living standards, to protect the environment and development of existing friendly relations between the two countries,

RECOGNISING the successful experience of realisation of scientific and technical co-operation in the framework of Agreement between the Governments of the Republic of India and Ukraine on Co-operation in the Fields of Science and Technology of March 27, 1992 and striving to strengthen its positive results to achieve more significant success in scientific and technological co-operation,

HAVE AGREED the following:

ARTICLE 1

The Contracting Parties shall promote the development of bilateral co-operation in the fields of science and technology in areas of their mutual interest, on the basis of equality and mutual benefit, taking into account the experience which scientists and specialists of the two countries have gained and the future possibilities.

ARTICLE 2

1. The Ministry of Science and Technology, Government of India, from the Indian Side, and the Ministry of Education and Science, Youth and Sports of Ukraine, from the Ukrainian Side will be responsible for fulfilment of this Agreement and for these aims will be called as "Authorised Agencies".

2. Co-operation between the respective Contracting Parties in the fields of science and technology will be provided by the Authorised Agencies by means of holding meetings of the Joint Ukrainian-Indian Committee on Scientific and Technical Co-operation in alternate years.

3. The results of such meetings shall be recorded in appropriate documents (particularly, minutes of meetings and programmes of scientific and technological co-operation for next periods) aiming to realise concrete kinds of scientific and technological co-operation.

ARTICLE 3

Co-operation between the Contracting Parties in the fields of science and technology in framework of this Agreement may, inter alia, with due regard to the laws and regulations of the Contracting Parties, be effected by means of:

1. exchange of scientists, research workers, specialists and scholars to carry out investigations and exchange of scientific ideas;

2. exchange of scientific and technical information, publications and other scientific documentation;

3. holding of bilateral scientific and technical seminars, symposia in the fields of science and technology and problems of interest to both the countries;

4. holding of international conferences and exhibitions in fields of science and technology;

5. joint identification of scientific and technical problems, formulation and implementation of joint research programmes which might lead to the application of the scientific results in industry, agriculture and other fields, establishment of facilities, undertaking joint investigations and exchange of experience and know-how resulting therefrom.

ARTICLE 4

1. In accordance with the above, Contracting Parties will develop existing contacts and facilitate contacts between scientific institutions and organisations of Ukraine and India with a view to concluding, if necessary, appropriate protocols or contracts within the framework of this Agreement.

2. Such protocols or contracts shall provide for financial terms and conditions as well as conditions of introduction into production and realisation of output, if necessary.

ARTICLE 5

The delivery of the equipment required for joint research and for pilot plant studies instituted in furtherance of this Agreement will be effected in the manner discussed and agreed upon by both the Authorised Agencies in each individual case.

ARTICLE 6

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

ARTICLE 7

The objectives of this Agreement shall be realised through the implementation of co-operation programmes as agreed periodically as stated in Article 2 of this Agreement. Such programmes shall specify the themes and forms of co-operation including financial terms and conditions.

ARTICLE 8

1. The protection of intellectual property rights shall be subjected to internal legal regulations of both countries and international treaties to which both Contracting Parties are engaged.

2. Scientific and technological information of non-proprietary nature deriving from the co-operation under this Agreement shall not be disclosed to any third Party without prior written consent of both Contracting Parties and co-operating organizations, unless otherwise agreed in writing by the Contracting Parties and co-operating organizations in accordance with the internal legal regulations of both countries.

ARTICLE 9

Expenses for international travel of the scientists and specialists between the two countries, pursuant to co-operation programmes under this Agreement shall be borne by the sending Contracting Party, while the expenses for furnished accommodation with reasonable amenities and other expenses, such as internal travel, emergency medical facilities etc. shall be borne by host Contracting Party, according to the terms mutually agreed upon between the Contracting Parties. The receiving Contracting Party will also pay a per diem to cover all the expenses for meals and other day-to-day expenditure.

In case of a specialist or scientist from the state of one of the Contracting Parties visiting the state of the other Contracting Party for participation in a Conference/Symposium, the registration fee will be paid by receiving Contracting Party.

ARTICLE 10

The programmes of exchanges of visits by scholars, scientists or specialists shall be finalised through diplomatic channels at least thirty days before the intended visit.

ARTICLE 11

Disputes arising out of the interpretation, applications or implementation of any provision of this Agreement will be solved by them through consultations and negotiations in framework of the Indo- Ukrainian Joint Committee on Scientific and Technical Co-operation or between the Authorised Agencies.

ARTICLE 12

Each Contracting Party through diplomatic channels shall inform the other Contracting Party on its fulfilment of internal procedures necessary to bring this Agreement into force. This Agreement shall come into force upon date of receiving of last notice in writing.

This Agreement shall remain in force initially for a period of five years and shall be deemed to have been extended for subsequent three years periods at a time, unless either Contracting Party terminates this Agreement by giving 6 months' notice in writing through diplomatic channels.

Termination of this Agreement will not affect any projects and programmes in force that have been agreed in accordance with this Agreement and have not been completed at the moment of its termination unless the Contracting Parties decide otherwise.

Changes and amendments to this Agreement may be made by mutual written consultation of the Contracting Parties and are formed in separate protocols which shall be an integral part of this Agreement.

All the documents sent by the Parties to each other during implementation of this Agreement shall be in English.

The Agreement between the Governments of the Republic of India and Ukraine on Co-operation in the Fields of Science and Technology of March 27, 1992 shall cease to be in force from the date when the present Agreement comes into force.

IN WITNESS WHEREOF, duly authorised representatives of the Government of Ukraine and the Government of the Republic of India have signed this Agreement.

Done at New Delhi on the 10th day of December 2012, in two originals each in Hindi, Ukrainian and English languages, all texts being equally authentic, but in case of any divergence in interpretation, the English text shall prevail.


FOR THE GOVERNMENT OF
THE REPUBLIC OF INDIA


FOR THE GOVERNMENT OF
UKRAINE