



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF SCIENCE AND TECHNOLOGY OF THE REPUBLIC OF INDIA
AND THE NATIONAL RESEARCH COUNCIL OF CANADA
CONCERNING CO-OPERATION IN INDUSTRIAL RESEARCH,
DEVELOPMENT AND INNOVATION**

THE DEPARTMENT OF SCIENCE AND TECHNOLOGY (DST) OF THE REPUBLIC OF INDIA (INDIA) AND THE NATIONAL RESEARCH COUNCIL OF CANADA (NRC), hereinafter jointly referred to as the "Participants" and individually as the "Participant",

RECALLING the *Agreement for Scientific and Technological Cooperation between the Government of India and the Government of Canada*, done at Toronto on 18 November 2005, with the purpose of encouraging, developing, and facilitating cooperative activities in science and technology for peaceful purposes in fields of common interest and on the basis of equality and mutual benefit;

ACKNOWLEDGING the economic importance of transnational industry driven and market-oriented Research, Development and Innovation (R&D&I) cooperation;

RECOGNISING the key role played by industry driven and market oriented R&D&I international collaboration in enhancing global competitiveness and opening new avenues of access to world markets;

WISHING to reinforce their technological cooperation in areas of mutual interest and for the purpose of generating mutual economic and societal benefits;

ACKNOWLEDGING that the Canadian International Innovation Programme enables Canada to facilitate R&D&I collaboration with India and is delivered by the Department of Foreign Affairs, Trade and Development of Canada, or its successor, and the NRC Industrial Research Assistance Program (NRC-IRAP); and

CONSIDERING that the DST promotes techno-entrepreneurship and innovation through international industrial R&D programmes implemented through the Global Innovation and Technology Alliance;

HAVE REACHED the following understanding:

1. OBJECTIVE

The objective of this Memorandum of Understanding (MOU) is for the Participants to cooperate to promote and fund applied and innovation-driven research and technology development activities that will encourage partnerships and business-led R&I&D projects in areas of mutual interest.

2. JOINT ACTIVITIES AND MODALITIES OF CO-OPERATION

- (a) The Participants understand that their cooperation under this MOU may include the following joint activities:
 - (i) joint calls for technological cooperation projects that will support research, development, adoption and/or adaptation of innovative or technology driven new or improved products, services or processes in jointly determined focus areas;
 - (ii) organisation of technological cooperation missions and technical workshops;
 - (iii) assistance for the identification of opportunities and search of potential partners in India and Canada;
 - (iv) institutional support in building up consortia;
 - (v) leveraging existing international co-innovation programmes;
 - (vi) any other forms of cooperation they may jointly decide upon.
- (b) The Participants will elaborate an Action plan detailing the modalities for carrying out their joint activities, including:
 - (i) Request for Proposals;
 - (ii) eligible costs;
 - (iii) evaluation process;
 - (iv) award decision mechanism;
 - (v) project monitoring and reporting;
 - (vi) any other modalities they may jointly decide upon.
- (c) The Participants understand that the calls for R&D&I project proposals will focus on the broad sectors they will jointly identify on a per call basis.

3. FINANCIAL TERMS

- (a) The Participants will pay for the costs they respectively incur in carrying out the joint activities under this MOU. The Participants understand that there will be no exchange of funds between them.
- (b) The Participants understand that their joint activities under this MOU are subject to the availability of their respective funds and resources.

4. INTELLECTUAL PROPERTY RIGHTS

If there are intellectual property rights created under this MOU, the Participants will address them in a separate and appropriate instrument in accordance with their respective national law and multilateral agreements to which their countries are Party to.

5. STATUS

This MOU is not legally binding.

6. PROTECTION OF CONFIDENTIAL INFORMATION

- (a) The Participants will keep confidential all information and documents exchanged under this MOU and will use them in accordance with the conditions they may each specify.
- (b) The Participants will not share information and documents exchanged under this MOU with third parties or use them for purposes other than that specified, without the prior written consent of the providing Participant.

7. DIFFERENCES IN INTERPRETATION AND APPLICATION

The Participants will resolve any difference arising out of the interpretation and application of this MOU amicably through consultations.

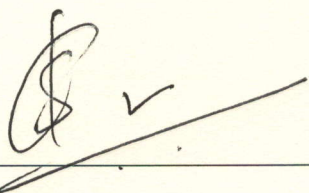
8. FINAL DISPOSITIONS

- (a) This MOU will come into effect on the date of its signature by the Participants and will remain valid for a period of five (5) years. Thereafter, it may be renewed by mutual written consent of the Participants.
- (b) The Participants may amend this MOU upon their mutual written consent.
- (c) Either Participant may terminate this MOU by giving a six months written notice in advance to the other Participant of its intention to terminate the MOU.
- (d) The Participants understand that the termination of this MOU will not affect the joint activities already jointly decided upon.

- (e) The Participants understand that the working language for this MOU will be the English language.

SIGNED in duplicate at ^(Canada) Ottawa, on the 19th day of May 2022,
in the English, French and Hindi languages, each version being equally valid.

**FOR THE DEPARTMENT OF SCIENCE
AND TECHNOLOGY OF THE
REPUBLIC OF INDIA**



Prof. Srivari Chandrasekhar
Secretary

**FOR THE NATIONAL RESEARCH COUNCIL
OF CANADA**



David Lisk
Vice-President
Industrial Research Assistance Program