

**LETTER OF INTENT (LoI) ON COOPERATION IN THE FIELD OF
BIOTECHNOLOGY
BETWEEN
THE MINISTRY OF SCIENCE AND TECHNOLOGY OF THE REPUBLIC
OF INDIA
AND
THE MINISTRY OF SCIENCE, TECHNOLOGY AND
TELECOMMUNICATIONS (MICITT) OF THE REPUBLIC OF COSTA
RICA.**

The Ministry of Science and Technology of the Republic of India and the Ministry of Science & Technology of the Republic of Costa Rica (hereinafter referred to as the "Participants");

- I. Recognizing the role of comprehensive Scientific and Technological cooperation in accelerating overall scientific development of their respective countries;
- II. Desiring to further expand and develop bilateral/multilateral relations and cooperation in the field of Science and Technology in the area of Biotechnology;
- III. Stressing the importance of the cooperative efforts of Government from Costa Rica and India in the area of Biotechnology; acknowledging that such collaboration will promote scientific cooperation and support the friendly relations between the two countries;

In conformity with the prevailing laws and regulations in their respective countries,

Have reached the following understanding:

Article 1
Scope of Action

Both Participants in this Lol accept and agree that the Lol is not legally-binding. This Lol is not an international agreement and does not give rise to international and national legal rights or obligations.

Article 2
Objectives

The objectives of this LETTER OF INTENTIONS (Lol) will be:

- a) to broaden and deepen cooperation in Science & Technology in the field of Biotechnology;
- b) to encourage industrial R&D and related investment flows, bilaterally and/or regionally in the field of Biotechnology;
- c) to promote transparency through knowledge exchange and cooperation among relevant institutions.

Article 3
Mechanisms

The Participants will establish a bilateral comprehensive scientific cooperation platform in Biotechnology through the following mechanisms:

- a) exchange of scientific and technological Knowledge;
- b) establishment of the network or intergovernmental programme in areas of biotechnology;
- c) conduction of joint research projects through institutional collaboration;
- d) exchange of scientists, trainees/students;
- e) frequent programme evaluations through a mechanism defined as Steering Committee;

- f) knowledge sharing and diffusion through scientific meetings, seminars, symposiums and workshops covering fields agreed upon by the Participants;
- g) Use the available scientific infrastructure by the Participants in their respective countries and enhancing their common use for projects of mutual co-operation and other forms of scientific and technological cooperation as agreed upon during the agreement period.

Article 4

Areas of Collaboration

The Participants may broadly collaborate in the following areas of Biotechnology, in coordination with the governing institutions in each development area:

- a) Biomedicine and Health, especially biotech-based products;
- b) Agriculture;
- c) Biodiversity, Biofuels and Bioenergy;
- d) Nanotechnology and Bioinstrumentation;
- e) Animal & marine biotechnology

The Participants may include additional areas during the validity of this Lol based on mutual agreement.

Article 5

Steering Committee

The Participants may constitute a Steering Committee for the smooth execution of the joint collaboration efforts, such as projects, etc. The Steering Committee may be composed of:

- a) a representative from the Department of Biotechnology, from the Ministry of Science and Technology of India;

- b) a representative from the Department of Research and Development of Ministry of Science, Technology and Telecommunications of Costa Rica
- c) at least two scientific experts of high caliber from each Participant;
- d) Special Invitees as mutually agreed by the Participants;
- e) Nodal officer(s) and/or programme coordinator(s) of the programme(s) as mutually agreed by the Participants

The experts will be part of this steering committee will be appointed by the Participants that sign this Lol.

The Steering Committee may decide about the progress, program and direction & monitoring of research, as well as the budgetary resources available.

The Chairman of the Steering Committee is appointed by and among its members on a rotation basis at each meeting

The Steering Committee may meet at least once in a year, hosted by each Participant on an alternate basis or as mutually agreed. Should it be impossible to physically hold a Steering Committee meeting, decisions of the Steering Committee may be adopted by tele/video-conferencing or by written consultation.

Article 6

Implementation

Both Participants agree that while they would abide by the content of the LOI, the LOI does not commit them to pledge specific levels of financial or personnel support. The provision of any such support from either Participant will be based on available resources and will be provided in accordance with the rules, regulations, laws, and policies under each Participant operates and will be documented in specific agreements as

defined hereunder.

Before engaging in a collaborative activity or project decided by the Participants in the scope of this LOI, the Participants will enter into a separate written agreement (hereinafter referred to as a "Specific Agreement") describing notably the activities, structure, their respective responsibilities and, as appropriate, including provisions with respect to technical works, financial matters, liability and insurance (where relevant), the ownership and exploitation of intellectual property rights, the monitoring of the collaborative project, communication and publications, confidentiality, as well as the dissemination of results. The legal form of those Specific Agreements will be adapted to their purpose (i.e. collaborative research agreement, material transfer agreement, partnership agreement, services agreement, etc.).

The projects submitted within this framework shall be evaluated by all Participants jointly through steering committee thereby respecting their own specific rules, regulations, and practices. Appropriate institutional approval will be sought for program development and implementation.

This LOI will be implemented within the framework of the legal and administrative conditions to which the respective Participants are subject. The Participants shall comply with all applicable laws and regulations. Neither Participant shall perform any actions that are prohibited by local and other anti-corruption laws that may be applicable to one or all Participants.

Article 7

Financial arrangements

In principle, each Participant will bear the costs of its own cooperative activities under this LOI, in accordance with national laws and regulations and subject to availability of resources, unless otherwise jointly decided

by the Participants.

Article 8

Dispute Resolution

The Participants agree that, in the future, if any of the terms herein are subject to questions of intent or interpretation, or if the Participants identify other issues that are not addressed in this Lol, the Participants will enter into good faith negotiations to resolve such issues, and such resolution will be incorporated as written amendments to this Lol.

The Participants agree that any disputes arising from or in connection with this Lol shall be settled by mutual consultations and negotiations between the Participants.

This Lol is without prejudice to cooperation which is being undertaken pursuant to other arrangements between the Participants in the field of Biotechnology.

Article 9

Entry into force

This Lol shall enter in force on the date of its signature by both Participants and shall remain in force for a period of five (5) years with continuation for another five years, unless terminated earlier by either Participant upon prior notice of at least ninety (90) days to the other Participant.

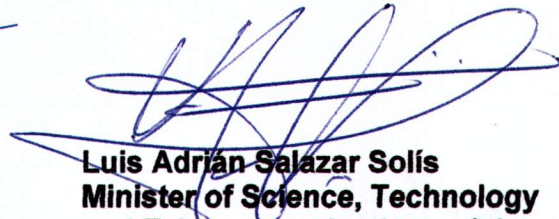
The termination of this Lol will not affect the validity or duration of any specific agreements made under this Lol that are initiated prior to such termination.

The Lol may be modified or amended by mutual consent and written agreement of the Participants through normal diplomatic channels.

In witness whereof, the duly authorized signatories of the Participants have signed this Lol on 8th March 2019 in San Jose, Costa Rica, in two original copies, in Spanish, English and Hindi, all texts being equally authentic. In case of any divergence of interpretation, the English version shall prevail.



Ravi Thapar
Ambassador of the Republic
of India, Panama



Luis Adrian Salazar Solis
Minister of Science, Technology
and Telecommunications of the
Republic of Costa Rica