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**MEMORANDUM OF UNDERSTANDING
BETWEEN
EARTH SYSTEM SCIENCE ORGANIZATION-MINISTRY OF EARTH SCIENCES
OF
THE REPUBLIC OF INDIA
AND
THE RESEARCH COUNCIL OF NORWAY, NORWAY
FOR
COOPERATION IN THE FIELD OF EARTH SYSTEM SCIENCES**

Earth System Science Organization-Ministry of Earth Sciences (ESSO-MoES) of the Republic of India and the Research Council of Norway, Norway (hereinafter collectively referred to as the "Parties" and individually as a "Party"),

Whereas The Research Council of Norway is a national strategic and funding agency for research activities and a chief source of advice on and input into research policy for the Norwegian Government, the central government administration and the overall research community

Whereas ESSO-MoES conducts scientific and technical research in activities related to Earth System Science and translates the same into societal benefit

Acknowledging the Agreement between the Government of India and the Government of Norway on cooperation in the fields of Science and Technology that was signed in 2006.

Concurring on the importance of scientific and technical cooperation in Earth System Sciences

Given the excellent scientific and technological research opportunities existing in the two countries in the field of Earth System Science Research,

Recognizing that such cooperation is of benefit to both countries, and

Understanding the importance of promoting a closer working relationship to address Earth System Science issues of common concern,
Have reached the following understanding:

**Article I
Purpose of Memorandum of Understanding**

The purpose of this Memorandum of Understanding (hereinafter referred to as "MoU") is to facilitate arrangements and understandings that lead to Indo-Norwegian cooperation and coordination of activities and programs in Earth System Sciences.

The broad objective of the cooperation is to allow the exchange of scientific resources, personnel and technical knowledge to support the improvement or development of programs in Earth Sciences and Services for both Parties.

Article II

Scope of Cooperative Activities

Cooperative activities are specific activities in scientific areas of mutual interest to the Parties, undertaken by the Parties or their subsidiary entities in the areas of Polar Science, Geo-hazards or any other topic of mutual interest in the field of Earth system science.

Article III

Responsibilities of the Parties

The parties shall nominate representatives to communicate with each other on a regular basis in order to provide oversight to the implementation of this MOU and to evaluate performance of the MOU. The Parties shall be responsible for coordinating and engaging with other organizational entities in their own countries, as appropriate and necessary, for the completion of the tasks designated pursuant to this Memorandum of Understanding. The Parties shall provide timely access to data as per their respective National Data Policy to accomplish activities under this Memorandum of Understanding. Other responsibilities include:

1. Management and coordination of activities undertaken under the auspices of this Memorandum of Understanding;
2. Designation of appropriate officials to manage and coordinate joint activities; and

There shall be no exchange of funds between the Parties to this Memorandum of Understanding. Each Party shall provide staff, facilities, and other support necessary for the carrying out of cooperative activities as mentioned in Article II above. Such support will be subject to the availability of appropriated funds and personnel and will be in accordance with the laws and regulations of respective country.

Article IV

Implementing Agreements

All cooperative activity, projects and arrangements carried out by either Party in their respective territories under this MOU shall be in accordance with the laws and regulations of the Kingdom of Norway and the Republic of India, respectively. Specific projects to implement the cooperative activities identified in Article II, including tasks, responsibilities, milestones, deliverables, resources, Principal Investigators and related conditions to be conducted under this Memorandum of Understanding, will be concluded by the Parties and any other cooperating entities, when appropriate. Such projects will be embodied as Implementing Agreements under this Memorandum of Understanding. Projects established under this Memorandum of Understanding will be coordinated by the Parties. Coordinators

and working groups may be appointed by mutual consent of the Parties, as required, to consider and act on matters related to the implementation of this Memorandum of Understanding.

To prepare for cooperative activities the Parties may hold joint workshops with experts from both countries as agreed by the representatives. To form a basis for joint calls for research proposals the parties shall develop an agreed text for a joint call for collaborative research projects. Under such calls for projects, identical research proposals shall be submitted by the Indian and Norwegian Principal Investigator to the respective Party. The proposals will be evaluated in separate processes in India and Norway, organised by the respective Party in accordance with their at all times applicable internal rules and procedures. Following these processes the Parties shall work towards reaching a mutual agreement on the ranking of the proposals and a decision on funding. Each Party is responsible for funding their respective Indian or Norwegian institutions' budget for the project. Each project funded shall be governed by cooperation agreements between the cooperating institutions, as well as separate funding agreements with the respective Indian and Norwegian Party.

Joint review meetings will be held on mutually agreed occasions to measure the deliverables against the objectives stated in Article I. Prior to that short periodic progress reports outlining the status for each of the projects, future activity areas, proceedings of working groups, seminars or meetings will be exchanged by both parties.

The implementation of activities under this MOU shall be subject to the availability of funding by both Parties.

Article V

Scientific and Technical information

Both Parties agree to contractually commit the participants in research projects, to ensure appropriate protection of Intellectual Property Rights generated from bilateral cooperation under this MoU. Such protection measures shall be consistent with the respective laws, rules and regulations and other International agreements of India and Norway respectively. The protection, ownership and disposition of intellectual property created or made use of in the course of cooperative activities under this MoU shall be regulated in the specific R&D project agreements and cooperation agreements etc.

Article VI

Confidentiality

To the extent permitted by applicable Norwegian¹ and Indian law on public access to documents, all confidential data and/or information that may be exchanged; acquired, shared, and/or resulted under this MOU, shall be kept and used strictly

¹The Norwegian Freedom of Information Act of 19 May 2005 no.16

confidential and shall not, under any circumstance, be divulged by the receiving Party to a third party without the prior written consent of the disclosing Party. Furthermore, confidential information shall not be used for any other purposes than the original purpose of disclosure, without a prior written consent of the disclosing Party.

Confidential data and/or information means any information or data, regardless of format, that under the circumstances surrounding disclosure, a reasonable person would regard as confidential. Trade secrets shall always be regarded as confidential information. Information that is already in the public domain, shall not be regarded as confidential.

The Parties acknowledge the value and importance of publishing results of research work. The above referred confidentiality obligations shall not prevent or hinder the Parties from publishing such results. To the extent consent from the other Party is required for such publishing, such consent may not be unreasonably withheld or delayed.

The Parties agree that the provision of this article shall continue to be binding between the Parties notwithstanding the termination of this MOU.

Article VII Settlement of Disputes

Each Party shall consult with the other as soon as possible on any matter that may affect the proper implementation of the Memorandum of Understanding. Any dispute regarding interpretation or implementation of this Memorandum of Understanding or its associated Implementing Agreements will be resolved through mutual discussion between the Parties.

Article VIII Term and Termination

The Memorandum of Understanding shall enter into force on the date of its signature. It shall remain in force for five years and may be renewed for a further period of 5 years upon written agreement between the parties. The Memorandum of Understanding may be terminated at any time by either Party upon ninety days written notice to other party.

Unless otherwise agreed, termination or expiration of the Memorandum of Understanding shall not affect the validity or duration of projects or programs under this Memorandum of Understanding that have been initiated prior to such termination.

Article IX Amendment of the Memorandum

This Memorandum of Understanding may be amended by mutual written agreement of the Parties and shall enter into force on the same manners as the MOU.

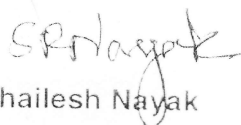
In witness whereof, the undersigned being duly authorized thereto have signed this Memorandum of Understanding on 14 October 2014 in Oslo.

Done in two originals each in English and Hindi. In case of any divergence in interpretation the English text shall prevail.

For Earth System Science Organization-
Ministry of Earth Sciences

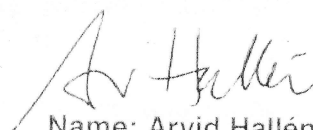
Government of the Republic of India

For The Research Council of
Norway,



Name: Shailesh Nayak

Designation: Secretary, Government
of India



Name: Arvid Hallén

Designation: Director General