

**Memorandum of Understanding
between
the U.S. National Science Foundation
and
the Anusandhan National Research Foundation of
the Republic of India
concerning
Research Cooperation on Critical and Emerging Technologies**

Statement of Intent and Scope of this Document

This Memorandum of Understanding (MoU) between the U.S. National Science Foundation (NSF) and the Anusandhan National Research Foundation (ANRF) of the Republic of India (hereinafter referred to individually as "Participant" or jointly as "Participants") concerns a program of cooperation for research and innovation activities on critical and emerging technologies. Activities that may be conducted under this MoU are subject to the applicable laws and regulations of each country.

This MoU aligns with the principles in, and is intended to be consistent with, the Agreement on Science and Technology Cooperation between the Government of the United States of America and the Government of the Republic of India, with Annexes, signed at New Delhi September 20 and 23, 2019.

This MoU is not intended to create any rights or obligations under domestic or international law and any activities conducted under this MoU are subject to the availability of appropriated funds.

The scope of the proposed program of cooperation that is the subject of this MoU may cover those recognized branches of research, innovation and training supported by the Participants related to critical and emerging technologies.

From time to time, the Participants may jointly select specific scientific areas for cooperation.

Authorities

NSF is acting pursuant to the National Science Foundation Act of 1950, as amended, 42 USC 1861 et seq.

ANRF is acting pursuant to the Anusandhan National Research Foundation Act, 2023.

Cooperative Activities

This MoU is intended to serve as a general framework for cooperation between the Participants and to facilitate discussions for more specific programs of collaboration related to critical and emerging technologies. Cooperative activities under this MoU may include:

- Development and issuance of specific funding opportunities, where funds are allocated to a defined research or innovation activity where U.S. and Indian researchers submit a single collaborative proposal for consideration by NSF and ANRF;
- Joint peer review, coordinated on a reciprocal, rotating basis, through co-creation of a basic research funding opportunity.
- Joint conferences, workshops, and webinars, virtual or in-person;
- Staff interactions to facilitate the exchange of best practices and information and develop dialogues; and
- Alignment of larger investments including collaboration on facilities.

This list is not intended to be exhaustive. The Participants intend to work together to explore opportunities for collaboration under this MoU.

Any specific programs of collaboration under this MoU, including any expected sharing of confidential information and the scope and operating procedures for individual activities, are expected to be elaborated in separate written Management Plans or other written arrangements, as determined by the Participants.

Guiding Principles

The Participants intend to:

- Focus on facilitation of excellent research and training activities;
- Avoid the situation whereby two related or identical proposals are submitted to each agency and thereafter undergo separate review processes;
- Avoid additional burden on proposers, reviewers, and funders, to the extent possible; and
- Carry out transparent proposal and community-driven review processes.

Planning and Review of Activities

1. Each Participant intends to designate a representative to be the principal point of contact for the other Participant in the conduct of any program of collaboration.
2. As needed, the representatives of the Participants may meet for the purpose of maintaining administrative efficiency and jointly considering current and proposed activities.
3. Each Participant expects to be responsible for making known to the scientific community in its country the opportunities for cooperation made possible by a program of collaboration.
4. The Participants intend to share information to allow for the review of activities conducted under this MoU, consistent with the data protection considerations noted below and in any Management Plan or other relevant written arrangement.

Funding

The Participants intend for each Participant to support research teams from its own country.

The Participants understand that their activities are subject to the availability of their respective resources.

Data Protection Considerations

The Participants acknowledge that, in connection with their activities in relation to this MoU, the Participants may have a need to share information and data – whether in connection with the proposal and award process, or thereafter during the award process - and that each Participant intends to manage and protect such information and data in accordance with its own respective data protection laws, as applicable. ANRF is subject to applicable Indian laws including the Digital Personal Data Protection Act, 2023. NSF is subject to applicable U.S. law, including the Privacy Act of 1974.

In addition, each Participant intends to use any information shared pursuant to this MoU only for the purpose described in this MoU and to not disclose it to any third party, except as required by applicable law. To the extent reasonably practicable and permitted, before disclosing any information shared pursuant to this MoU to any third party, each Participant is expected to provide advance notice to the Participant providing the information. Likewise, in the event a Participant

learns of a suspected or confirmed breach of such information, that Participant is expected to promptly notify the Participant that originally shared or provided the information.

Duration, Modification, and Discontinuation

This MoU is expected to become operative from the date of its last signature by the Participants and continue for a period of two years, unless discontinued earlier by either Participant. Participants should endeavour to provide ninety days written notice to the other Participant before discontinuing cooperation. Discontinuation of this MoU is not intended to affect the validity or duration of projects under the MoU that are initiated prior to such discontinuation.

This MoU may be extended or otherwise modified by the mutual written decision of the Participants.

SIGNED, in two originals.

FOR THE U.S. NATIONAL SCIENCE
FOUNDATION OF THE UNITED
STATES OF AMERICA:



Sethuraman Panchanathan
Director

Date: 2/12/2025
City: WASHINGTON D.C.

FOR THE ANUSANDHAN NATIONAL
RESEARCH FOUNDATION OF THE
REPUBLIC OF INDIA:



Abhay Karandikar
Chief Executive Officer

Date: February 11, 2025
City: New Delhi