

**AGREEMENT
BETWEEN
THE MINISTRY OF SCIENCE AND TECHNOLOGY OF THE REPUBLIC OF INDIA
AND
RUSSIAN SCIENCE FOUNDATION
FOR COOPERATION ON A COORDINATED GRANT COMPETITION FOR
CONDUCTING BASIC AND EXPLORATORY SCIENTIFIC RESEARCH CARRIED
OUT BY INTERNATIONAL SCIENTIFIC TEAMS**

The Ministry of Science and Technology of the Republic of India, represented by the Department of Science and Technology (hereinafter referred to as the "Ministry") and the Russian Science Foundation (hereinafter referred to as "Foundation"), hereinafter collectively referred to as the "Parties" and individually as "Party";

IN ORDER TO develop bilateral cooperation in the field of basic and exploratory scientific research, research training, and involvement of research teams;

HAVING REGARD to the Agreement concluded between the Government of the Republic of India and the Government of the Russian Federation on Scientific and Technological Cooperation, signed on June 30, 1994;

HAVING REGARD to their mutual desire to strengthen cooperation;

BASED on principles of equality and mutual benefit of cooperation;

HAVE AGREED AS FOLLOWS:

Article 1

1.1. The Parties, acting within their jurisdiction, in accordance with the applicable national laws and international obligations of the States concerned and of the Parties, shall jointly coordinate grant competition to conduct basic and exploratory scientific research by international research teams (hereinafter - «Competition»).

1.2. The Grants shall be provided by the Parties for the implementation of science and technology programs and projects (hereinafter referred to as «Projects»), for conducting basic and exploratory scientific research (hereinafter referred to as «Research») in 2015-2017, followed by possible extension of the Projects for one or two years, in the following fields of knowledge:

- Mathematics, computer and systems science;
- Physics and space science;
- Chemistry and materials science;
- Biology and life sciences;
- Basic research for medicine;
- Agricultural sciences;
- Earth sciences;
- Engineering.

1.3. The competitions shall be open for participation of the international research teams, and each of them should consist of Indian and Russian researchers and support staff, when necessary.

Article 2

2.1. A grant of the Ministry is provided for Indian researchers, representing the part of an international research team, conducting basic or exploratory research on the basis of an Indian scientific organization or Indian educational institution of higher education (hereinafter – «Indian organization») on the terms of gratuitousness and irrevocability of the grant, in accordance with the results of the competition, held on conditions stipulated by the Ministry.

2.1. A grant of the Foundation shall be provided for Russian researchers, representing the part of an international research team, conducting basic or exploratory scientific research on the basis of a Russian scientific organization, Russian educational institution of higher education or international (interstate and intergovernmental) science organization located within the territory of the Russian Federation (hereinafter – «Russian organization») on the terms of gratuitousness and irrevocability of the grant, in accordance with the results of the competition, held on conditions stipulated by the Foundation.

2.3. Grants, provided by either of the Parties, cannot be used to finance the national representatives of the international scientific team of the other Party.

2.4. Funding provided for one grant of the Ministry shall amount up to 6 million Indian rupees annually. Funding provided for each grant of the Foundation shall amount from 4 up to 6 million Russian roubles annually.

2.5. The project, supported by the Ministry, may receive funding from other sources, provided that such funding will not be bound by the obligations to third parties, except for obligations to the Indian organization founders. The project, supported by the Foundation, cannot be financed from other sources for the entire period of its implementation.

2.6. The annual amount of funding for each project may be altered in accordance with the results of the review of the submitted reports concerning the implementation of the projects and proper use of grants by their recipients, or in accordance with the changes in the budget of one of the Parties.

2.7. The Ministry and the Foundation shall provide for the competition, respectively:

in 2015-2017 - up to 150 million Indian rupees and up to 150 million Russian rubles annually;

in 2018-2019 - up to 75 million Indian rupees and up to 75 million Russian roubles annually.

Article 3

3.1. The competition for the year 2015 shall be announced simultaneously by the Parties by September 2015. Subsequent competitions shall be announced through mutual consultations.

3.2. The proposals shall be submitted by applicants to the Parties within two months after the announcement of the competition, in accordance with the regulations of the Ministry and the Foundation.

Article 4

4.1. The participants shall submit the proposals to the Parties in accordance with the regulations of the Parties. The proposals submitted to the Ministry and the Foundation shall contain identical information about the proposed project.

Article 5

5.1. The Parties shall carry out the assessment of the proposals submitted to the competition in accordance with the regulations established in the Ministry and the Foundation, within three months.

5.2. The Review Council of the Ministry and the Review Council of the Foundation shall prepare a ranking of proposals, based on the results of the assessment of applications submitted for the competition, which shall include three categories:

Category A: Projects to be funded with priority.

Category B: Projects to be funded if fund is available.

Category C: Projects not expedient to fund.

5.2. Lists of applications shall be discussed at the joint meeting of the Bureau of the Review Council of the Ministry and the Bureau of the Review Council of the Foundation, which shall choose winners of the competition.

5.3. The Parties shall reach a decision as to the winners of the competition within four months after the deadline for submissions.

5.4. The winners of the competition shall be international research teams, funded by the grants of the Parties.

Article 6

6.1. The essential requirement for the provision of grants by the Parties is the acceptance by an international scientific team of the following obligations: to place the results of their research in the public domain in accordance with the legislation of the Republic of India and the Russian Federation, by publishing the results in peer-reviewed scientific journals; to indicate the financial support from the Ministry and from the Foundation and the Indian and Russian organizations in all publications concerning research carried out within a project supported by the Ministry and the Foundation.

6.2. The Parties can establish other terms for participation in the competition and provision of grants, by mutual agreement.

Article 7

7.1. The Parties shall conclude agreements with the winners, which shall stipulate that grants shall be provided within one month after the decision on the winners has been reached.

If either of the Parties does not conclude a grant agreement with the winner, the other Party might be entitled to finance the project, but the project shall not be recognized as supported by the first Party.

7.2. The Parties may reduce the amount of a grant, suspend or terminate the transfer of grant funds in accordance with the regulations of the Parties and a joint decision made by the Parties.

Article 8

8.1 The Parties may at any time terminate the grant agreement in accordance with the regulations of that Party which has provided the grant or by a joint decision if the grant is funded by both the Parties.

8.2 In case of termination of the grant agreement by one of the Parties, the other Party shall be entitled to continue funding, but further research shall not be recognized as supported by the first Party.

8.3. In accordance with the regulations of the Parties, and by a joint decision of the Parties and members of the international scientific team, the Parties may change the head of the national section of the international research team, and / or the national organization.

Article 9

9.1. Any Intellectual Property Rights, originated from implementation of projects by Ministry and Foundation Funding, belong to the Indian and Russian researchers, representing the part of an international research team.

Any Intellectual Property Rights arising out of or pursuant to any Article under this Agreement, the allocation of ownership of these rights shall be determined in accordance with applicable domestic laws and international agreements to which both parties are committed.

9.2 The Republic of India and the Russian Federation may use for public needs the results of intellectual activity, originated from implementation of the project, carried out by the international research team, under this Agreement, on the basis of non-exclusive license provided by the rights holder to the state licensee.

9.3 Protection of the rights for the results of intellectual activities shall be carried out in accordance with the national legislation and regulations of each concerned states as well as international treaties, which the Republic of India and the Russian Federation are committed to.

Article 10

10.1. The Parties shall notify the other in advance of any changes in the regulations for the provision of grants by the Parties.

10.2. The Parties shall contribute to coverage of the projects in the media, including on their own Internet-sites.

Article 11

11.1 The Parties shall set up a Joint Working Group (JWG) made up equal number of representatives appointed by the Parties from both countries. Cooperative activities identified by Joint Working Group which is to meet as and when required to coordinate the implementation of activities under this Agreement.

11.2. JWG shall determine rules and the basic principles of its work and may establish procedures for consideration and resolution of operational issues arising during the implementation of this Agreement.

11.3. By joint decision of the Parties extraordinary meeting of the JWG may be held as teleconferences.

11.4. The costs of the meetings of the JWG shall be determined by a joint decision of the Parties.

Article 12

12.1. Each of the Parties may exercise independent control over the expenditure of funds allocated by it.

12.2. Each of the Parties shall timely inform and advise the other Party in regard to the laws of the state of the informing Party, affecting the implementation of projects under this Agreement.

Article 13

13.1. The Agreement shall come into force on the date of its signing by the Parties and shall remain valid for a period of six (6) years. Thereafter, it will be renewable by the mutual written consent of the Parties, unless either Party terminates the present Agreement by giving a written notice of its intention to terminate to the other Party at least six (6) months in advance.

13.2 Termination of the present Agreement will not affect the implementation of the projects, which are already in progress under this Agreement and will be continued in accordance with the terms and conditions of the this Agreement.

13.3. The Parties are not responsible for partial or complete failure to fulfil obligations under the Agreement in the event of force majeure.

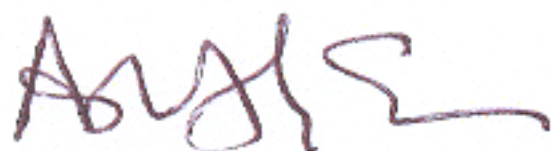
13.4. The Parties shall timely inform each other about matters of dispute and difficulties with the implementation of the projects. All issues and disputes related to the implementation and application of the Agreement shall be resolved amicably by mutual agreement/negotiation of the Parties.

13.5. The Agreement does not create rights and obligations governed by international law.

IN WITNESS THEREOF, representatives duly authorized by the two Parties have signed this Agreement.

Done at Moscow on Eighth May 2015, in three original copies, each in Hindi, English and Russian, all texts being equally authentic. In case of any divergence in interpretation, the English text shall prevail.

For the Ministry of Science and Technology
of the Republic of India



Ashutosh Sharma
Secretary

For the Russian Science Foundation



Alexander Vitalievich Khlunov
Director General