

**AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE KINGDOM OF SWEDEN  
AND  
THE GOVERNMENT OF THE REPUBLIC OF INDIA  
ON COOPERATION  
IN THE FIELDS OF SCIENCE AND TECHNOLOGY**

The Government of the Kingdom of Sweden and the Government of the Republic of India (henceforth referred to as "the Contracting Parties");

CONSIDERING that the development of scientific and technical relations shall be of mutual benefit to both the countries;

DESIROUS of strengthening cooperation between the two countries, particularly in the fields of science and technology; and

CONSIDERING further that such cooperation will promote the development of existing friendly relations between the two countries;

HAVE AGREED as follows:

**ARTICLE I**

The Contracting Parties shall promote development of cooperation in the fields of science and technology between the two countries on the basis of equality and mutual advantages and, by mutual consent in special order, define various areas in which this cooperation is desirable, taking into account the experience of scientists and other specialists of the two countries and the possibilities available.

**ARTICLE II**

Cooperation between the Contracting Parties in the fields of science and technology may be effected, in accordance with national laws and regulations, by means of:

- (i) Mobility of scientists, graduate students, research workers, technologists, other specialists and scholars;
- (ii) Exchange of scientific and technical information and documentation;
- (iii) Organisation of bilateral scientific and technical seminars, workshops and courses on problems of interest to both countries;
- (iv) Joint identification of scientific and technical problems, formulation and implementation of joint research projects which might lead to application of the results of such research in industry, agriculture and other fields, and exchange of experiences and know-how resulting from such applications;
- (v) Facilitating industrial R&D and catalysing creation of joint ventures; and
- (vi) Other forms of cooperation as may be mutually agreed upon.

### **ARTICLE III**

The Contracting Parties shall promote cooperation between their respective organizations and institutions concerned with science and technology in both countries and facilitate cooperation of the organizations and institutions with enterprises, with a view to concluding, if necessary, protocols or contracts appropriate within the framework of this Agreement. Such protocols or contracts shall be signed in accordance with national laws and regulations.

### **ARTICLE IV**

1. Implementation of this Agreement shall be subject to the availability of appropriated funds and to the applicable laws and regulations of each country.
2. Costs for the cooperative activities under this Agreement shall be borne as may be mutually agreed.

### **ARTICLE V**

This Agreement shall enable organizations and institutions from the two countries to enter into projects and programmes of cooperation of mutual interest.

### **ARTICLE VI**

1. The Contracting Parties shall establish a Joint Committee on Cooperation in Science & Technology (henceforth to be referred to as the "Committee") for ensuring that the objectives of this Agreement are achieved. The Committee shall meet annually alternately in India and Sweden on dates to be agreed upon by mutual consent.
2. The Committee shall have the following functions:

- a) Considering the policy aspects relevant to the implementation of this Agreement;
  - b) Identifying areas of mutual interest on the basis of the priority interest of the Contracting Parties;
  - c) Effecting follow-up and review the progress of the implementation of this Agreement;
  - d) Proposing to the Contracting Parties specific measures to enhance the range and quality of cooperation under this Agreement; and
  - e) Making a comprehensive review of implementation of this agreement every five years and making a report to the Contracting Parties.
3. Contacts relating to the functions of the Committee during the inter-sessional periods shall be conducted through the Department of Science & Technology (DST) of the Government of the Republic of India from the Indian side and with the Ministry of Education, Research and Culture of the Government of the Kingdom of Sweden on the Swedish side.

#### **ARTICLE VII**

Scientific and technological information of a non-proprietary nature arising from the cooperative activities under this Agreement may be made available to the public by either Contracting Party through customary channels and in accordance with the normal procedures of the participating organizations and institutions. The Contracting Parties shall give due consideration to the protection and distribution of intellectual property rights or other rights of a proprietary nature.

#### **ARTICLE VIII**

Each Contracting Party may, subject to national laws and regulations, support the citizens of the other Party's country under this Agreement who stay in its territory. The support shall consist of assistance and use of facilities of the Contracting Party or of its organizations in the fulfilment of the tasks the citizens are entrusted with, according to the provisions of this Agreement.

#### **ARTICLE IX**

This Agreement shall enter into force after the Parties have notified each other through diplomatic channels that their constitutional procedures for the entering into force of the Agreement have been fulfilled on the date of receipt of the last notification whereby the Parties notify each other.

#### ARTICLE X

Any differences arising from the application or interpretation of this Agreement shall be settled by the Contracting Parties through bilateral negotiations.

#### ARTICLE XI

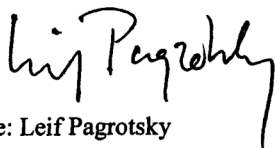
This Agreement shall remain in force for a period of five years with effect from the date of the entry into force and shall be automatically extended for further periods of five years unless one of the Contracting Parties at least six months before the expiry of the said period gives notice to the other party of its intention to terminate this Agreement. The termination of this Agreement shall not affect activities ongoing at the time of the termination of this Agreement, or on the date of the abovementioned notice.

In WITNESS WHEREOFF, the undersigned duly authorized thereto by their respective Governments have signed this Agreement.

Done at Stockholm on the 9th day of December in the year 2005 in two originals in Swedish, Hindi and English languages, all texts being equally authentic but in case of doubt the English text shall prevail.

ON BEHALF OF THE GOVERNMENT  
OF THE KINGDOM OF SWEDEN

ON BEHALF OF THE GOVERNMENT  
OF THE REPUBLIC OF INDIA



Name: Leif Pagrotsky



Name: Kapil Sibal

Designation: Minister of Education,  
Research and Culture

Designation: Minister of State  
(Independent Charge) for Science &  
Technology and Ocean Development