

**Memorandum of Understanding
Between
The Research Foundation – Flanders (FWO)
and
The Department of Biotechnology, Ministry of Science and Technology
Government of the Republic of India
for
Cooperation in the field of Biotechnology**

FWO, and the Department of Biotechnology, Government of the Republic of India (hereinafter referred to as "the Parties").

Recognising the importance of international cooperation in the field of biotechnology, to promote and develop the possibilities of scientific co-operation in India and Flanders;

Reaffirming the benefits that Science and Technology can have in the Indo-Flanders bilateral relations;

Recognising the importance of the cooperative efforts which can be made between India and Flanders in the areas of biotechnology;

Desiring to strengthen the cooperation on the basis of equality and mutual benefit between India and Flanders in the fields of biotechnology, and being convinced that such cooperation will promote and consolidate the friendship between India and Flanders and contribute to their development.

HAVE reached the following understanding:

PARAGRAPH I

- (i) This Memorandum of Understanding is a framework agreement encouraging individual research institutions of India and universities and research institutes in Flanders to develop scientific collaboration¹.

¹Research projects can be carried out at a university in the Flemish Community or at officially registered higher education institutions that can award a PhD degree, or at one of the following institutions:

Vlerick Business School (VLERICK); Antwerp Management School (UAMS); Institute of Tropical Medicine (ITG); Institute of Development Policy and Management (IOB); Institute for European Studies (IES); Institute of Jewish Studies (IJS); Antwerp Maritime Academy (Nautical Sciences). Where appropriate, the research project can be done in collaboration with Flemish or federal scientific institutions. For mobility projects, in addition to the above mentioned institutes also the scientific staff of the Dutch-speaking community of a scientific institute can apply.

- (ii) The Parties therefore decide to promote development of long term cooperation in the fields of biotechnology between India and Flanders and to facilitate joint collaboration on specific topics of mutual interest for India and Flanders in the areas of biotechnology in which such cooperation is desirable, taking into account the experience which the scientists and specialists of India and Flanders have gained and the possibilities available.
- (iii) Other Agencies of the Governments of India may be associated with this programme with mutual written consent of the Parties.

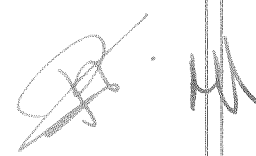
PARAGRAPH II

- (i) The Parties will cooperate in scientific research and technological development for exclusively peaceful purposes in accordance with their respective national laws, rules and procedures. The cooperation will cover the field of biotechnology. Specific areas will be agreed in writing between the Parties.
- (ii) The cooperation may include the exchange of information but will exclude any confidential information which the contracting Parties are not free to disclose.
- (iii) The cooperation may also include the exchange of scientists and technicians, training of young scientists as well as the joint execution of scientific research and development projects.
- (iv) The cooperation could further include the organisation of joint seminars, symposiums and workshops covering fields agreed upon by the participant institutions in advance.

PARAGRAPH III

The collaborative activities to be carried out under the Memorandum of Understanding should meet the following requirements:

- (i) All collaborative activities must be of high scientific standard and be beneficial to the advancement of science
- (ii) Each collaborative activity should be significant, from a scientific point of view, and as a bilateral co-operative project, performed on a basis of mutuality and equality



PARAGRAPH IV

With respect to any invention or discovery made or conceived in the course of the execution of the cooperation according to Paragraph I, the Parties agree as follows:

- (i) Issues relating to inventions, discoveries and patent rights should be agreed by the participating institutions prior to signing of any individual agreements between the institutions in accordance with existing laws and regulations in India and Flanders.

PARAGRAPH V

- (i) Expenses related to the activities undertaken within the framework of this Memorandum of Understanding will be borne by the individual participating research institutions.
- (ii) For mobility exchange programmes the accommodation and local hospitality will be borne by the host country while the air travel will be borne by the parent country.
- (iii) The Memorandum of Understanding is subject to the applicable laws and regulations on each side.

PARAGRAPH VI

Each individual research institution participating in collaborative work under this Memorandum of Understanding is solely responsible for all its acts and omissions.

PARAGRAPH VII

This Memorandum of Understanding may be modified or amended by mutual consent and by written Agreement of the Parties.



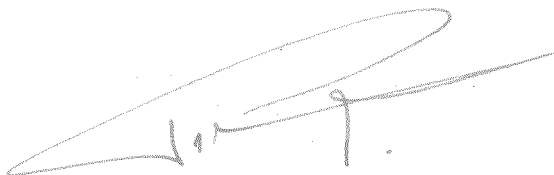
PARAGRAPH VIII

This Memorandum of Understanding will come into operation on the date of its signature by both Parties and will be valid for a period of five years with the possibility of continuation for another five years by written acceptance of the Parties. It may be terminated by either Party giving six months' written notice to the other party, before its expiry.

In witness whereof, the undersigned duly authorized thereto, have signed this MoU.

Done at Brussels on 2 May 2016 in three originals in the English, Dutch and Hindi language, both texts being equally authentic.

On behalf of the
Government of Flanders



Philippe Muyters
Flemish Minister for Work,
Economy, Innovation and Sports

On behalf of the
Government of India



Manjeev Singh Puri
Ambassador
Embassy of India in Brussels

