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FOR US (MER)

IBSA - 521

**MEMORANDUM OF UNDERSTANDING ON TRILATERAL COOPERATION  
IN SCIENCE, TECHNOLOGY AND INNOVATION  
AMONG THE GOVERNMENT OF THE REPUBLIC OF INDIA,  
THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL  
AND THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA**

The Government of the Republic of India,  
The Government of the, Federative Republic of Brazil  
and  
The Government of the Republic of South Africa  
(hereinafter referred to as the "Parties");

**DESIROUS** of strengthening cooperation among the three countries, in the fields of science, technology and innovation for the improvement of the existing friendly relations among the three countries;

**RECOGNISING** the importance of science, technology and innovation in the development of their national economies and in the improvement of the quality of life of the people of their countries;

**STRESSING** the importance of promoting and supporting the development of cooperation in various fields of science, technology and innovation on the basis of mutual advantage and consent, taking into account the experiences of their scientists, engineers and technologists, as well as available opportunities;

**CONSIDERING** the bilateral agreements between India and Brazil, Brazil and South Africa and India and South Africa for scientific and technological cooperation;

**TAKING** note of the Brasilia Declaration signed on 6 June 2003, announcing the establishment of the trilateral India-Brazil-South Africa Dialogue Forum (hereinafter referred to as the "IBSA") in order to bring together three major economies of the developing world in the three main continents in an effort to realise greater "South-South Cooperation";

**POINTING** out the need to give effect to the recommendations of the first meeting of the trilateral Commission of the IBSA Dialogue Forum, held in New Delhi on 4 and 5 March 2004;

**REFERRING** to the decisions of the first, second and third meetings of IBSA Science & Technology Ministers held in Delhi, India (October 25<sup>th</sup>, 2004), Rio de Janeiro (June 9<sup>th</sup>, 2005) and in Angra dos Reis, Brazil (September 3<sup>rd</sup>, 2006) regarding priority areas and provision of funds for trilateral collaboration in science and technology up to an

annual amount equivalent to 1 million US dollars for a maximum of three years by each of the Parties;

Have reached the following understanding:

#### **ARTICLE 1**

##### **Competent Authorities**

The Competent Authorities responsible for the implementation of this Memorandum of Understanding will be:

- a) In the case of the Republic of India, the Department of Science and Technology;
- b) In the case of the Federative Republic of Brazil, the Ministry of Science and Technology; and
- c) In the case of the Republic of South Africa, the Department of Science and Technology.

#### **ARTICLE 2**

##### **Modes of Cooperation**

Cooperation among the Parties in the fields of science, technology and innovation will be effected by means of:

- a) Short-term exchange of scientists, researchers, technical experts and scholars;
- b) The organisation of trilateral scientific and technological workshops, seminars and conferences in areas of mutual interest;
- c) The exchange of scientific and technological information;
- d) The formulation and implementation of trilateral research and development programmes and exchange of knowledge resulting therefrom; and
- e) The organisation of IBSA Technology Days on agreed areas.

#### **ARTICLE 3**

##### **Cooperation Activities**

1. The priority areas for cooperation will be the following:

- a) Biotechnology;
- b) Nanotechnology;
- c) Health sciences (TB, Malaria and HIV/AIDS);
- d) Indigenous knowledge;
- e) Alternative and renewable energies;
- f) Oceanography and Antarctic research; and

g) Information and communication technologies.

2. The list of priority areas referred to in paragraph 1 of the present Article may be subsequently modified by the Parties by mutual consent through addition, deletion or renaming of areas.

3. The Parties agree, in accordance with their respective national laws and regulations, to share information on best practices in technology transfer, engage on intellectual property rights issues for the protection of all areas including biodiversity and traditional knowledge, and network their research and development institutions in order to strengthen and further develop the trilateral relationship.

4. The Parties will encourage contacts among scientists, engineers, technologists and experts through exchange of visits and participation in scientific activities such as workshops, exhibitions and other events organized in the territory of the Parties.

5. The Parties will support the development of joint scientific and technological projects based on mutual interest, submitted for approval to the respective Competent Authorities.

6. Scientific and technological results and any other information derived from cooperation activities under this Memorandum of Understanding will not be announced, published or commercially exploited without the consent of the Parties.

7. The Parties will ensure the adequate and effective protection and fair allocation of intellectual property rights of a proprietary nature that may result from the cooperative activities under this Memorandum of Understanding, according to their respective national laws and regulations and to their international obligations.

8. The conditions for the acquisition, maintenance and commercial exploitation of intellectual property rights over possible products and/or processes that might be obtained under this Memorandum of Understanding will be defined in the specific programmes, contracts or working plans of the activities of cooperation.

9. The specific programmes, contracts or working plans relating to the activities of cooperation mentioned in Paragraph 8 of this Article will set out the conditions regarding the confidentiality of information whose publication and/or disclosure might jeopardize the acquisition, maintenance and commercial exploitation of intellectual property rights obtained under this Memorandum of Understanding. Such specific programs, contracts or working plans related to the activities of cooperation will establish, where applicable, the rules and procedures concerning the settlement of disputes on intellectual property matters under this Memorandum of Understanding.

#### ARTICLE 4

##### Joint Working Group

1. The Parties will establish a Joint Working Group on Science, Technology and Innovation (hereinafter referred to as the "Joint Working Group").

2. The Joint Working Group will meet on a rotational basis in the three countries on mutually agreed dates. The Joint Working Group Meeting will be chaired by a representative of the host country.
3. The tasks of the Joint Working Group will be to-:
  - a) Consider policy issues relevant to the implementation of this Memorandum of Understanding;
  - b) Identify areas of mutual interest and foster the implementation of joint programmes and projects for specified periods;
  - c) Review progress regarding the implementation of this Memorandum of Understanding, and guide future cooperative activities;
  - d) Recommend sharing of costs of activities undertaken for the implementation of this Memorandum of Understanding, which will be carried out by the Parties in accordance with their respective national laws and regulations and availability of funds;
  - e) Propose to the Parties specific measures to enhance and strengthen the range and quality of cooperation under this Memorandum of Understanding; and
  - f) Any other task as given by the Parties.
4. The Joint Working Group will provide a report, on an annual basis, to the Competent Authorities on the progress of their tasks.

## ARTICLE 5

### Validity

1. This Memorandum of Understanding will come into force on the date of its signature and will remain valid for five (5) years, being automatically renewable for successive equal periods, unless one of the Parties notifies the others of its intention to terminate the Memorandum of Understanding.
2. The present Memorandum of Understanding may be amended at any time, by mutual consent of the Parties, through diplomatic channels.
3. Either Party may, at any time, notify the others of its intention to terminate the present Memorandum of Understanding. Termination will be effective six (6) months after the date of the notification and will not affect the ongoing activities of cooperation, unless otherwise agreed by the Parties.
4. Any dispute related to the interpretation or implementation of the present Memorandum of Understanding will be settled by direct negotiations among the Parties, through diplomatic channels.

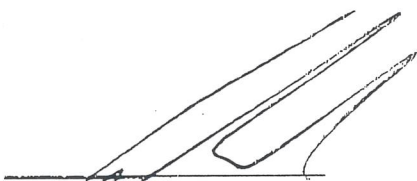
**IN WITNESS WHEREOF** the undersigned, being duly authorized thereto by their respective Governments, have signed this Memorandum of Understanding in three

originals, each in the Hindi, Portuguese and English languages, all texts being equally authentic. In case of any divergence of interpretation,, the English text will prevail.

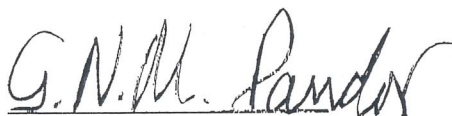
Signed at Brasília on this 15<sup>th</sup> day of April, 2010.



FOR THE GOVERNMENT OF THE REPUBLIC OF INDIA



FOR THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL



FOR THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA