

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE KUWAIT INSTITUTE FOR SCIENTIFIC RESEARCH, KUWAIT
AND
EARTH SYSTEMS SCIENCE ORGANIZATION, MINISTRY OF EARTH SCIENCE,
REPUBLIC OF INDIA, NEW DELHI
FOR
SCIENTIFIC AND TECHNICAL COOPERATION

Kuwait Institute for Scientific Research (hereinafter referred to as the 'KISR') and Earth Systems Science Organization, Ministry of Earth Science, Republic of India (hereinafter referred to as the "ESSO") and, both sides, hereinafter collectively referred to as 'Parties'.

Desirous of developing Scientific and Technical cooperation for promoting friendly relations and scientific and technical cooperation between their countries, have reached the following understanding:

ARTICLE 1: SCOPE

ESSO and KISR will support promotion and extension of cooperation in "Scientific Research and Technology Development" in fields of mutual interest to both Parties.

The cooperation areas between ESSO and KISR shall include, but shall not be limited to the following, in accordance with the laws of the respective countries:

- a. Exchange of scientists, research scholars and specialists, etc. for the purpose of research, training, consultation and exchange of expertise.
- b. Exchange of scientific and technical information and documentation.
- c. Organization of bilateral scientific and technical seminars/ workshops/ conferences and training courses on problems of interest to both countries.
- d. Joint identification of scientific and technical problems, formulation and implementation of a joint research program in the areas of oceanography, ocean observation and information services, coastal zone development, and marine sciences and ecology.

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- e. Setting up joint ventures, joint laboratories or pilot stations in research and development activities subject to approval of the concerned ministries/departments of each country.
- f. Joint studies related to natural resources and development of suitable technological processes, procedures and products thereof, and
- g. Other forms of scientific and technological cooperation as may be mutually agreed upon by the parties within the scope of this Memorandum of Understanding (MoU).

ARTICLE 2: NON DISCLOSURE

Any information exchanged pursuant to this MOU or concerning the results obtained from the cooperative program for scientific/technological development covered under the this MOU or any information resulting from this Memorandum of Understanding (MoU) will not be disclosed or divulged to any third person, party, organization or to any other country without the mutual consent and written approval of both Parties.

ARTICLE 3: INTELLECTUAL PROPERTY RIGHTS

Rights arising out of any invention, product, process etc. that result from the joint programs for scientific research and technological development, achieved within the provisions of this MoU will be common intellectual property and their exploitation shall be subject to separate arrangements in each case, entered into in writing between the 'Parties'.

- (a) in case of research results obtained through joint activities conducted by the participants pursuant to this MOU, the grant of intellectual property rights will be sought by both the parties jointly and once granted these rights will jointly owned by parties
- (b) any publications document and /or paper arising out of joint work conducted by the participants pursuant to this MOU will be jointly owned. The use of the name logo and /or official emblem of the participants on any publication, document and/or paper will require prior permission of both the participants. It may be however be ensured that the official emblem and log is not misused
- (c) Both parties agree to ensure appropriate protection of Intellectual Property Rights generated from such cooperation consistent with their respective laws, rules and regulations and other international agreements to which both parties are signatories.
- (d) Exploitation/commercialization of IP generated through Joint activities under the MOU will be governed by a separate agreement/arrangement entered into by Parties in each case.

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ARTICLE 4: RECEIVING ARRANGEMENTS

Either party will also arrange in writing for receiving scientists and researchers who are sent by the other side by mutual agreement for joint bilateral projects as well as for training in various scientific and technological fields at the research institute and centers of the other side.

ARTICLE 5: WORKING PROGRAM'S REVIEW AND JOINT COMMITTEE

In order to implement the provisions of the present MoU, ESSO and KISR will decide upon a mechanism or procedure to prepare the Working Program and to review the implementation and the application of this MoU, as well as the measures which are to be undertaken by the two parties for further promotion of cooperation. A Joint Committee will also be established which can submit suggestions on new areas of cooperation to the two institutions. The Joint Committee will meet every year alternately in India and Kuwait. Special meetings can be arranged according to the requirements of the two parties. Each side will nominate a Coordinator who is a member of the Joint Committee, for monitoring the implementation of the agreement and act as a focal point for the communication with the other party.

The Joint Committee will:

- Decide upon financial, administrative and technical procedures for the implementation of the MoU and Working Program;
- Prepare the "Working Programs" for a period of three years;
- Make new proposals for further development on Science and Technology cooperation;
- Be in close contact with the Project Managers/ Coordinators to follow up on the implementation of the projects.

ARTICLE 6: FINANCIAL ARRANGEMENTS

The financial conditions for exchange for visits under this MoU would be as follows:

- International travel expenses, visas and insurance for the visitor would be borne by the sending party, and
- Receiving party will meet expenses on local hospitality (boarding, lodging, and internal travel, etc.)

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