

**PROGRAMME OF COOPERATION
BETWEEN
THE DEPARTMENT OF BIOETCHNOLOGY, MINISTRY OF SCIENCE AND
TECHNOLOGY
GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE DEUTSCHE FORSCHUNGSGEMEINSCHAFT (DFG)
FOR COOPERATION IN THE FIELD OF BIOETCHNOLOGY**

The Department of Biotechnology (DBT) Government of the Republic of India and the Deutsche Forschungsgemeinschaft (German Research Foundation – DFG), Germany (hereinafter referred to as “the PARTIES”), with the desire to strengthen the co-operation on the basis of equality and mutual benefit between the scientists from the universities and the research institutions in both countries in the field of Biotechnology, herewith conclude a Programme of Cooperation (PoC).

Considering the Indo-FRG Agreement on Scientific and Technological Cooperation that was signed on 7th March, 1974, in which Item 2 of this agreement stated that the „Substance, scope and implementation of cooperation shall in each individual case be the subject of special arrangements to be concluded between the two contracting parties or such agencies as are designated by them“.

Both the PARTIES are convinced that such cooperation will promote and consolidate the friendship between the two countries and contribute to their development.

The PARTIES have reached the following understanding:

PARAGRAPH I

- (i) This present PoC is a framework agreement between the DBT and the DFG to jointly support individual and institutional bilateral research projects through appropriate funding mechanism.
- (ii) The PARTIES, therefore, decide to promote development of long term cooperation in the fields of biotechnology between the two countries and to facilitate joint collaboration on specific topics of mutual interest for the two countries in the areas of biotechnology in which such cooperation is desirable, taking into account the experience which the scientists and specialists of the countries have gained and the possibilities available.
- (iii) Other Agencies of the Governments of India and the Government of Germany may be associated with this programme with mutual consent of the PARTIES.

PARAGRAPH II

- (i) The PARTIES will support scientific research and technological development for exclusively peaceful purposes in accordance with their respective national laws,

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rules and procedures. The co-operation will cover the field of biotechnology. Specific areas will be agreed between individual institutions.

- Medical Biotechnology
 - Agricultural Biotechnology
 - Innovative Food & Nutrition technology
 - Medical devices and bioengineering
 - Environmental biotechnology
 - Any other area of mutual interest
- (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 reciprocal exchange of scientific staff (researchers and technicians), the training of young scientists as well as the joint execution of scientific research and development projects.
- (iv) The cooperation may 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 PoC 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.
- (iii) Specific collaborative agreement, and details hereof, will be agreed between individual participating institutions in India and in Germany.
- (iv) All collaborative agreements may include industry participation after consultation and agreements of individual participating research institutions in India and in Germany.

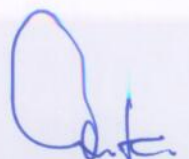
PARAGRAPH IV

With respect to any invention or discovery made or conceived in the course of the execution of the cooperation according to Article 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 any individual agreements between the institutions in accordance with existing laws and regulations in India and in Germany.

PARAGRAPH V

- (i) Expenses related to the activities undertaken within the framework of this PoC will be provided by both the parties to the researchers in the respective countries.



Funding will cover

- a. Research Grants (Bilateral research grants on one-to-one basis)
 - b. Mobility Grants
 - c. Workshops, Seminars etc.
 - d. Other funding mechanisms such as Indo-German "International Research Training Groups (ITRGs)", "Collaborative Research Centres (CRCs)" or, on case-to-case basis after mutual consent of both the PARTIES.
- (ii) Regarding the funding of exchange of scientific staff, the PARTIES agree on a model of reciprocal coverage. The international travel expenses for such exchanges shall, in principle, be borne by the sending institution and all local expenses including suitable accommodation, subsistence allowance and internal travel shall, in principle, be borne by the receiving institution. The PARTIES may agree in writing on different funding mechanism on a case-to-case basis.
- (iii) Both the PARTIES shall agree on joint implementation guidelines for the application and decision making processes for the programmes mentioned in "(i)d" above. Where ever applicable and possible, a joint DBT-DFG peer-review mechanism is adopted for considering the bilateral proposals.
- (iv) The PoC is subject to the applicable laws and regulations on each side.

PARAGRAPH VI

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

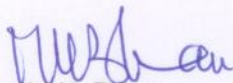
PARAGRAPH VII

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

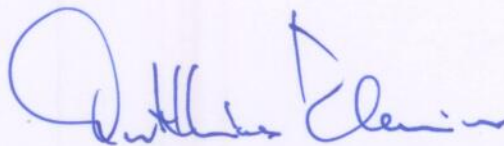
PARAGRAPH VIII

This PoC 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.

Signed at New Delhi..... on October 25, 2012 in two originals in the English language, both texts are equally authentic



Dr. M.K. Bhan
Secretary
Department of Biotechnology
Government of India



Professor Dr.-Ing. Matthias Kleiner
President
German Research Foundation (DFG)