

**MEMORANDUM OF UNDERSTANDING**  
**FOR SCIENTIFIC AND TECHNICAL COOPERATION**  
**BETWEEN**  
**QATAR CIVIL AVIATION AUTHORITY, MINISTRY OF TRANSPORT,**  
**STATE OF QATAR**  
**AND**  
**EARTH SYSTEM SCIENCE ORGANIZATION, MINISTRY OF EARTH**  
**SCIENCES, REPUBLIC OF INDIA**

Qatar **Civil** Aviation Authority, Qatar (hereinafter referred to as the 'QCAA')  
and Earth System Science Organization, Ministry of Earth Sciences, 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 OF COOPERATION**

Both Parties 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 QCAA shall include, but shall not be  
limited to the following, in accordance with the laws of the respective countries:

- a. Sharing of knowledge, data and products for operational meteorological and  
oceanic services.
- b. Exchange of scientists, research scholars and specialists, etc. for the  
purpose of research, training, consultation and exchange of expertise.
- c. Exchange of scientific and technical information and documentation.

- d. Organization of bilateral scientific and technical seminars/ workshops/ conferences and training courses on problems related to the fields of cooperation mentioned in this MoU and of interest to both countries.
- e. Other forms of cooperation as may be mutually agreed upon by the parties.

## **ARTICLE 2: CONFIDENTIALITY OF INFORMATION**

Both parties should maintain the confidentiality of the information obtained as a result of joint cooperation in any of the areas covered by this memorandum, and will not be disclosed to any third party or organization, or any other country without the other party's priorwritten consent.

## **ARTICLE 3: INTELLECTUAL PROPERTY RIGHTS**

Rights arising out for any party of any invention, product, process etc. that resulted 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 written arrangements in each case, and as follows:

- (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 common for both 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 even if the use of the name logo and /or official emblem of the both parties on any publication, document and/or paper was based on a prior written permission of both parties. It may be however be ensured that the official emblem and log is not misused.
- (c ) Both parties should 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.

#### **ARTICLE 4: RECEIVING ARRANGEMENTS**

Both parties will 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, both parties 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 comprising delegates on behalf of both parties will meet every year, or when needed, alternately in the two countries.

Each side will nominate a Coordinator who is a member of the Joint Committee as a Focal Point for the communication with the other party, in order to follow up the implementation of the MoU.

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;
- Follow up on the implementation of the projects by keeping close contact with the Project Managers/ Coordinators.

#### **ARTICLE 6: EXPENDITURES**

The sending party will bear the international travel expenses in both ways, and the receiving party will meet expenses on local hospitality (boarding, lodging, and internal travel and medical expenses in case of emergency ) in accordance with the laws of each country.

#### **ARTICLE 7: DISPUTE SETTLEMENT**

The parties shall settle any differences in the interpretation and application of this MoU by negotiation and mutual consultations between them.

## **ARTICLE 8: AMENDMENT**

The Memorandum of Understanding (MoU) can be amended with the mutual consent of parties in writing. The amendment made to this memorandum shall enter into force in accordance with same measures in item (9).

## **ARTICLE 9: ENTRY INTO FORCE; RENEWAL**

This MoU shall enter into force on the date of receiving either party the latest written notice indicating the accomplishment of the legal measures conducted in each country, and shall remain valid for a period of five years and shall be automatically renewed for the same periods unless either party gives a written notice, through the diplomatic channels, to the other party, of at least six months in advance of its intention to terminate this MoU before the date of termination or the date of expiry of the original period. In the event of termination, the ongoing projects and programs shall not be affected until accomplishment, unless agreed otherwise by both parties.

Notwithstanding anything contained herein above, if either of the parties breaches Article 2 (confidentiality of the information), then the other party may terminate this MOU forthwith.

In witness whereof, the undersigned being duly authorized thereto, by their respective Governments, have signed this Memorandum of Understanding.

Signed on this day of 25 November 2015 in three sets in Arabic, Hindi and English, each authentic, and in case of divergence of interpretation, the English edited text will be valid.



For Government of Qatar



For Government of India