



सत्यमेव जयते

Embassy of India in Argentina & Uruguay

Agreements and MOUs

Between India and Argentina,
Uruguay



April 2024

Agreements and MOUs between India and Argentina

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Agreements and MOUs between India and Uruguay

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**SPECIFIC IMPLEMENTING ARRANGEMENT ON ACADEMIC COOPERATION
BETWEEN
THE MINISTRY OF DEFENSE OF THE REPUBLIC OF ARGENTINA
AND
THE MINISTRY OF DEFENCE OF THE REPUBLIC OF INDIA**

PREAMBLE

The MINISTRY OF DEFENSE of the ARGENTINE REPUBLIC and the MINISTRY OF DEFENCE of the REPUBLIC OF INDIA, jointly referred to as "THE PARTIES", agree to enter into this SPECIFIC IMPLEMENTING ARRANGEMENT ON ACADEMIC COOPERATION, hereinafter referred to as the "IMPLEMENTING ARRANGEMENT", and considering:

That, within the framework of their respective competences, the "PARTIES" entered into a Memorandum of Understanding on defence cooperation signed on February 18, 2019 in New Delhi,

That the aforementioned document, in its Article 3 Paragraph b promotes the "exchange of knowledge and experiences in the field of United Nations Peacekeeping Operations",

That, the aforementioned document, in its Article 5 provides for entering into further Implementing Arrangements of a general or specific nature as would promote the effective implementation of the Memorandum of Understanding,

By virtue of the foregoing, the parties agree to enter into this Implementing Arrangement with the purpose of developing exchange activities between the Argentine Joint Training Center for Peace Operations, hereinafter "CAECOPAZ" and the United Nations Peacekeeping Center of the Ministry of Defence of the Republic of India, hereinafter "CUNPK", jointly referred to as "THE CENTERS".

That in this sense, the purpose of the IMPLEMENTING ARRANGEMENT is to strengthen the bonds of friendship and understanding between the "PARTIES" and "THE CENTERS", as well as the exchange of Instructors, Trainees and Academic Cooperation for Peacekeeping Operations.

ARTICLE 1 - DEFINITION OF TERMS

"THE PARTIES" agree on the following definitions for the terms used in the "IMPLEMENTING ARRANGEMENT":

1.1 "IMPLEMENTING ARRANGEMENT": Specific Implementing Arrangement on Academic Cooperation between the MINISTRY OF DEFENSE of the ARGENTINE REPUBLIC and the MINISTRY OF DEFENCE of the REPUBLIC OF INDIA.

1.2. "THE CENTERS": "The Centers" are defined as the Argentine Joint Training Center for Peace Operations of the Argentine Republic (CAECOPAZ) and the United Nations Peacekeeping Center of the Ministry of Defence of the Republic of India (CUNPK). They are recognized as the organizations specialized in instruction, training and research in the aspects related to Peace Operations and, therefore, executing entities of the present Implementing Arrangement.

1.3. "ORGANIZING ENTITY": the military force, Ministry, General Staff or equivalent organization, to which exchange personnel are assigned to perform their functions, in accordance with this exchange program.

1.4. "ORGANIZING BODY": The military unit of the center responsible for the execution and fulfillment of the provisions of this Implementing Arrangement.

1.5. "INSTRUCTOR / EXCHANGE COURSE TRAINER": The military personnel (Officer / NCO) in active service in the Organization of origin that is present in the "ORGANIZING ENTITY" in accordance with this Implementing Arrangement.

1.6. "ACADEMIC TECHNICAL COOPERATION": Articulation and promotion of joint actions aimed at creating reciprocal collaboration links in the academic field to carry out research and development tasks within the framework of peace operations.

ARTICLE 2 - PURPOSE AND SCOPE

2.1. This Implementing Arrangement establishes the terms and conditions by which "THE PARTIES" agree on the exchange of instructors and students in courses of international nature of the "ORGANIZING BODY"; and also contemplates the cooperation and joint training of researchers of "THE CENTERS" for academic and doctrinal work of virtual or face-to-face nature. The "ORGANIZING BODY" shall provide the "INSTRUCTOR / EXCHANGE COURSE TRAINER" with the knowledge and work experience of the organization, performing functions under the direction of a supervisor.

2.2. The exchanges of instructors and trainees of this Implementing Arrangement shall be developed in a reciprocal manner, so that the overall benefit to each party is essentially equal.

2.3. The "INSTRUCTOR / EXCHANGE COURSE TRAINER" shall not be eligible for appointment to positions under the "IMPLEMENTING ARRANGEMENT" that involve the disclosure of restricted information or previously restricted information.

2.4. This Implementing Arrangement shall facilitate the liaison and exchange of knowledge and experience in the field of Peace Operations in order to facilitate the complementation of training in this field and the strengthening of cooperation policies in Peace Operations.

ARTICLE 3 - DUTIES OF EXCHANGE OFFICERS / NCO'S

3.1. In the case of Instructor exchange in the United Nations Military Observer Course (UNMOC) and/or other courses, to teach in the assigned subjects, or in accordance with the course programs of the host Center.

3.2. In the case of virtual or face-to-face academic exchange, for the duration of the project, contribute to the lessons learned in the different instruction or training activities in which he/she participates. As well as, to share with the "ORGANIZING BODY" the experiences obtained in the field of Peace Operations, especially in the missions in which "THE PARTIES" participate or are expected to participate.

3.3. To facilitate the liaison between "THE CENTERS".

3.4. At the request of the "ORGANIZING ENTITY", to participate in research work, seminars and academic activities related to Peace Operations.

3.5. Exchange of trainees for international courses, according to the academic offer of "THE CENTERS" and that are of interest for the improvement and instruction of the personnel that will participate in future deployments to a mission of the UNITED NATIONS ORGANIZATION (UN).

ARTICLE 4 - PROFESSIONAL PROFILE OF THE EXCHANGE TRAINER

"THE CENTERS" shall be responsible for the selection and appointment of the Exchange Trainer, who shall meet, at least, the characteristics and capabilities determined below. In this sense, the "CAECOPAZ" and the "CUNPK" will submit in due time the profile of the instructor requested according to the subject and courses to be taught. In all cases, it shall be requested as basic profile:

4.1. OFFICERS:

4.1.1. To be an Officer in active service of the rank of Lieutenant Colonel, Major, Captain or their institutional equivalents of the ARMED FORCES of the ARGENTINEAN REPUBLIC, for the appointment to the "CUNPK" and of the ARMED FORCES of the REPUBLIC OF INDIA for the "CAECOPAZ".

4.1.2. Have participated in at least one peace mission, either as a Military Observer, Staff Officer or as a member of a Unit, with recent experience of no more than FIVE (5) years of precedence.

4.1.3. Possess a fluent command of the English language, allowing him/her to teach classes, participate in teaching activities or meetings and interact with the personnel of the "ORGANIZING ENTITY".

4.1.4. Possess proven ability to perform positions of greater responsibility.

4.1.5. Must have in-depth knowledge of the current practices, technical training and doctrine of their organization, and be particularly qualified through experience for the exchange positions to be occupied.

4.1.6. Must possess the university degree, ability, training and academic qualifications outlined in the applicable job descriptions.

4.1.7. It is recommended that they possess some competencies in the language of the "ORGANIZING BODY" to meet the requirements of the positions.

4.1.8. The academic cooperation in research projects may comprise the capabilities of "THE CENTERS" including the personnel of academics, graduates and with international and academic background in the field of research in peace operations.

4.2. NON-COMMISSIONED OFFICERS:

4.2.1. Be a non-commissioned officer in active service of the rank of Senior Non-Commissioned Officer, Chief Warrant Officer or Adjutant Sergeant or their institutional equivalents of the

ARMED FORCES of the ARGENTINE REPUBLIC, for the designation to the "CUNPK" and of the ARMED FORCES of the REPUBLIC OF INDIA for the "CAECOPAZ".

4.2.2. To have participated in at least one peacekeeping mission, either as a non-commissioned officer or as a member of a General Staff or as a member of a Unit, with recent experience of no more than FIVE (5) years of precedence.

4.2.3. Possess a fluent command of the English language, enabling him/her to teach classes, participate in teaching activities or meetings and interact with the staff of the "ORGANIZING ENTITY".

4.2.4. They must have a thorough knowledge of the current practices, technical training and doctrine of their organization, and be particularly qualified through experience for the interchange positions to be filled.

4.2.5. It is recommended, but not mandatory, that they have some competencies in the language of the "ORGANIZING BODY" to meet the requirements of the positions.

4.2.6. Must possess the skills, training and academic qualifications outlined in the applicable job descriptions.

4.3. PROFESSIONAL PROFILE OF THE EXCHANGE STUDENT

4.3.1. Be an officer/non-commissioned officer in active service from Lieutenant Colonel to Second Lieutenant and from Chief Warrant Officer to Corporal or their institutional equivalents of the ARMED FORCES of the ARGENTINE REPUBLIC for the "CUNPK" and of the ARMED FORCES of the REPUBLIC OF INDIA for the "CAECOPAZ".

4.3.2. It is desirable but not exclusive to have previous experience in a UN peacekeeping mission.

4.3.3. Possess a fluent command of the English language, which will allow him/her to receive classes, participate in course activities and interact with the staff of trainees and instructors of the ORGANIZING BODY.

4.3.4. It is desirable but not exclusive to have been appointed to participate in a UN peacekeeping mission or to have the prospect of such an appointment in the short term.

ARTICLE 5- EXECUTIVE AGENTS

5.1. The obligations of each of the Parties to this Implementing Arrangement shall be subject to national laws, authorization and availability of appropriate funds for such purposes, as well as to the conditions of reciprocity between the parties.

5.2. The Instructor / Exchange Trainee shall be assigned to the Director of the Center of the "ORGANIZING ENTITY" to perform the tasks of this Implementing Arrangement, who shall issue performance reports to the Defense or Institutional Attaché, with the periodicity requested by each party.

5.3. The Instructor / Exchange Trainee shall have exclusive dedication to the activities of the Center of the "ORGANIZING ENTITY" for the duration of the exchange. In the event that the

military command requires his/her presence or should assign specific functions, he/she must have the prior approval of the Director of the Center of the "ORGANIZING ENTITY", so as not to interfere in the activities in which he/she is involved.

5.4. The Center of the "ORGANIZING ENTITY" shall designate an Officer / NCO (Tutor), of equal or higher rank than the Officer / NCO, to guide and inform him/her during the entire exchange period regarding the institution's procedures and the corresponding administrative, security, regulatory and legal procedures to be followed during his/her stay at the Center of the "ORGANIZING ENTITY".

5.5. The Officer / Non-Commissioned Exchange Officer shall perform his duties in the organization of the Center of the "ORGANIZING ENTITY", which is in charge of the development of the classes taught and his treatment shall be equal to that given to officers of the same grade of the Center of the "ORGANIZING ENTITY".

ARTICLE 6- SECURITY, ACCESS AND EXCHANGE OF INFORMATION

6.1. Access to and exchange of information shall be limited primarily to that in the open and unrestricted public domain. During the selection process, each of "THE CENTERS" shall inform the other of the level of security required, if any, to allow the Exchange NCO or Officer to have access to classified information and work areas. If access to classified information is required for the execution and performance of this Implementing Arrangement, it shall be the minimum required to carry out the assigned work, as determined by the "ORGANIZING BODY".

6.2. The Instructors / Exchange Trainees may visit military, police and civilian facilities of the "ORGANIZING ENTITY", only when duly invited for such purpose, and the convening unit shall arrange the coordination, security measures and access to information, in accordance with local procedures and regulations and consistent with the purpose of the visit.

6.3. The information or experiences sent by the Instructor / Exchange Trainee to THE PARTIES must be previously authorized in writing by the Director of the Center of the "ORGANIZING ENTITY".

6.4. At all times the Exchange Instructors and trainees shall comply with and respect the laws, regulations and procedures related to security and access to information of the "ORGANIZING BODY".

6.5. Failure to comply with article 6.4. shall be immediately notified to the Defense or Institutional Attaché accredited in the country of "THE CENTERS" so that the corresponding measures may be adopted and, depending on its seriousness, may be cause for immediate removal of the instructor or trainee, or termination of this Program.

ARTICLE 7 - ADMINISTRATIVE AND LEGAL ASPECTS

7.1. The "ORGANIZING BODY" shall familiarize the instructors / trainees with all legal aspects, regulations and procedures to be complied with, in order to prepare them to perform their duties and the legal system of the "ORGANIZING ENTITY".

7.2. The Center of the "ORGANIZING ENTITY" shall inform the Exchange Instructor and the trainees, before the beginning of their functions, of their specific rights, responsibilities and obligations.

7.3. The Exchange instructors shall not assume the command of the "ORGANIZING ENTITY" personnel, nor shall they assume disciplinary attributions.

7.4. In no case shall the Exchange instructors be assigned to positions that require the exercise of command, or positions that require them to exercise responsibilities reserved by law or regulation to an Officer of the "ORGANIZING BODY ". Even so, in certain instruction or training activities, they may assume responsibilities as coordinating authority (granting the necessary authority to request opinion, make agreements and regulate the work in common. It does not include authority to impose agreement or decision proper to the function received).

7.5. The "ORGANIZING BODY" shall not deploy the Exchange instructors or trainees to areas where there are situations where their physical integrity may be affected.

7.6. The "ORGANIZING BODY" shall grant a special credential to the Exchange Instructors, indicating their identification and function in accordance with its internal procedures.

7.7. The Exchange Instructors must comply with the uniform regulations of the commissioning institution, being their responsibility to have the regulatory articles and garments to perform each activity. Special equipment for field activities shall be previously informed by the "ORGANIZING BODY".

7.8. Accidents or deaths occurring in the performance of the functions set forth in this Implementing Arrangement, and those occurring during the execution of particular activities not related to the service, shall be investigated and treated in accordance with the laws, regulations and legal procedures of the place of the facts, keeping the other Party informed as soon as possible of the progress, conclusions and resolutions of the processes or investigations.

ARTICLE 8. FINANCES

8.1. Responsibilities of the Parties:

8.1.1. Payment of remunerations, tickets, per diems and statutory allowances to the Officer/NCO of their country.

8.1.2. To assume the expenses for service commissions (air tickets, per diems, among others).

8.1.3. In the event of accident, illness or death of the Exchange Officers / NCOs, in off-duty activities, the costs corresponding to their recovery treatment, repatriation and all related activities, shall be assumed by the mentioned NCO, or the institution that each Party may provide. Notwithstanding, the "ORGANIZING ENTITY" shall make all available efforts within its reach, to provide support and coordinate the timely and proper care of those involved, especially with regard to the use of infrastructure.

8.2. The Instructors / Trainees shall be responsible for:

8.2.1. Health insurance costs, being that the corresponding reimbursements will be dealt with accordingly.

8.2.2. Costs of any particular activities that he/she decides to perform during holiday periods, special leaves and off-duty hours.

8.3 Responsibilities of the "ORGANIZING BODY":

8.3.1. Costs of internal transportation, lodging and meals while on duty assignments.

8.3.2. Cost of use of the facilities or equipment necessary for the Officer to perform his/her duties, such as, for example: office, Internet, telephone and support elements to carry out the instruction.

8.3.3. Costs corresponding to recovery treatment, repatriation and all related activities, in case of accident, illness or death of the Exchange Officer, as a consequence of an activity of the service proper to his/her functions.

8.3.4. One of the Parties may voluntarily assume any of the responsibilities of the other Party described above by means of formal communication and eventual mutual agreement.

ARTICLE 9 - RESOLUTION OF DISPUTES

Any dispute between the Parties arising from interpreting or implementing this Implementing Arrangement shall be settled amicably through consultations between the Parties.

ARTICLE 10 - ENACTMENT, DURATION, MODIFICATIONS, EXTENSION AND TERMINATION OF THE PROGRAM

10.1. Implementing Arrangement shall enter into force on the date of its signature thereon by the Parties and may be modified by mutual consent of the Parties, formalized through written communications, in which the date of its enactment shall be specified.

10.2. The Parties may terminate the Implementing Arrangement at any time, with SIX (6) months prior written notice, without this implying any liability attributable to any of them and without prejudice to the completion and/or fulfillment of the actions in progress that may have been duly agreed upon.

10.3. The exchange shall be reciprocal and the execution of the exchange activities shall be initiated, for each period, by mutual agreement between the Directors of "THE TRAINING CENTERS", observing the academic offer, the logistic aspects and the budgetary forecasts related to the execution thereof.

10.4. The responsibility of the Parties with respect to the security, protection and limitations established for the use or dissemination of the information shall continue until the Party that generated the information authorizes, in writing, its free knowledge and dissemination, regardless of whether the present Implementing Arrangement has been terminated or not.

Signed in two originals, in the English, Hindi and Spanish languages, all texts being equally authentic. In case of any divergence of interpretation the English text shall prevail.

IN WITNESS WHERE OF, the undersigned being duly authorized representatives of the respective parties have signed this Implementing Arrangement on the 13th day of the month of November of 2023.

**FOR THE MINISTRY OF DEFENCE
OF THE ARGENTINE REPUBLIC**



**JORGE ENRIQUE TAIANA
MINISTER OF DEFENCE**

**FOR THE MINISTRY OF THE DEFENCE
OF THE REPUBLIC OF INDIA**



**DINESH BHATIA
AMBASSADOR OF INDIA
TO ARGENTINA**

SOCIAL SECURITY AGREEMENT

BETWEEN

THE ARGENTINE REPUBLIC

AND

THE REPUBLIC OF INDIA

The Republic of India and The Argentine Republic (hereinafter “the Parties”),

Wishing to strengthen the existing friendly relations between the two countries, being desirous of regulating their relationship in the field of social security, sign this Agreement, hereinafter the Agreement, subject to the following clauses and conditions:

TITLE I

General Provisions

ARTICLE 1

Definitions

1. The expressions and terms listed below have, for the purposes of the application of this Agreement, the following meaning:
 - a. “Argentina”: the Argentine Republic
 - b. “India”: the Republic of India
 - c. “Legislation”: the set of laws, decrees and other provisions relating to the Social Security systems in force in the territory of each of the Parties, indicated in Article 2 of this Agreement.
 - d. “Territory”: with respect to Argentina, the Argentine territory and with respect to India, the Indian territory.
 - e. “Competent Authority”: with respect to Argentina, the Ministry of Labor, Employment and Social Security; and with respect to India the Ministry of External Affairs.
 - f. “Competent Institution”: the institution responsible for the application of the Legislation indicated in Article 2 of this Agreement. In the case of India, the Employees’ Provident Fund Organisation (EPFO).

- g. "Liaison Agency": the organization or body in charge of the coordination and exchange of information between the Competent Institutions of the Parties.
 - h. "Worker": any person who, due to carrying out or having carried out a dependent or self-employed activity, is or has been subject to the laws listed in article 2 of this Agreement.
 - i. "Family members" and "Right holders": the persons defined as such by the applicable Legislation.
 - j. "Insurance period": any period of services credited with contributions, as well as any period considered as equivalent by the current Legislation under which it has been deemed.
 - k. "Residence": habitual residence, which is lawfully established.
 - l. "Benefit": any cash allowance for retirement or pension, rent, subsidy or lump sum or any other payment under the Legislations specified in Article 2 of this Agreement, including every complement, supplement or revaluation.
2. Any term not defined in this Article will have the meaning assigned by the applicable Legislation.

ARTICLE 2

Legislative Scope

This Agreement shall apply:

1. In the case of Argentina:

To the legislation concerning contributory benefits of the Social Security System with regard to the schemes arising from old-age, invalidity or survival contingencies, administered by National, Provincial for public or professional employees, or Municipal agencies.
2. In the case of India, all legislations concerning:
 - (i) old age and survivor's pension for employed persons;
 - (ii) permanent and total disability pension for employed persons
3. This Agreement shall also apply to the Legislation that in the future complements, modifies or replaces the Legislation that regulates the situations contemplated in the preceding paragraph.
4. The Competent Authorities shall notify each other of the relevant modifications in their respective legislation indicated in this Article that may affect the application of this Agreement.
5. The provisions of this Agreement shall not apply to non-contributory benefits.

ARTICLE 3

Personal scope

This Agreement shall apply to all persons, regardless of their nationality, who are or have been subject to the Legislation referred to in Article 2 of this Agreement, as well as their Family members and Right holders.

ARTICLE 4

Equal treatment principle

The workers to whom this Agreement applies shall have the right to benefits and shall be subject to the obligations established in the Legislation of the Party in which they carry out their activity, under the same conditions as the nationals of said Party as well as their Family members and Right holders, unless otherwise provided in this Agreement.

ARTICLE 5

Preservation of acquired rights and export of Benefits

1. Unless otherwise provided in this Agreement, the benefits that are granted by its application may not be subject to any reduction, modification, suspension, suppression or retention, except those that, where appropriate, are derived from the transfer costs, by the fact that the beneficiary is located or resides in the Territory of the other Party or of a third State and will be made effective in accordance with the procedures in force in each Party.
2. The same conditions will be extended to the Benefits that are granted exclusively by one of the Parties when the beneficiary is or resides in the Territory of the other Party.

TITLE II

Provisions concerning the Applicable Legislation

ARTICLE 6

General Principle

The persons to whom this Agreement is applicable, shall be subject exclusively to the Social Security Legislation of the Party in whose Territory they carry out their work activity, without prejudice to the provisions of the Articles of this Title.

ARTICLE 7

Detachments

The Worker who carries out a dependent activity for a company based in the Territory of one of the Parties, who is temporarily detached to provide services in the Territory of the other Party, will continue to be subject to the Legislation of the first Party for up to a period of twenty-four months; exceptionally, the period may be extended for up to thirty six additional months, provided that this extension is informed to the competent institution of the other Party prior to the ending of the original period.

ARTICLE 8

Crews of aircraft

Itinerant personnel at the service of air companies that carry out their activity in the Territory of both Parties will be subject to the Legislation of the Party in whose Territory the company has its main business headquarters. However, if the company has a branch or permanent representation in the Territory of the other Party, the person who works for this branch or permanent representation will be subject to the Legislation of the Party in whose Territory said Worker resides.

ARTICLE 9

Crews of ships

1. The Worker who carries out his activity onboard a ship shall be subject to the Legislation of the Party whose flag the ship flies. However, the Worker who carries out a salaried activity onboard a flagship of one of the Parties and is remunerated by virtue of that activity by a company based in the Territory of the other Party, will be subject to the Legislation of this last Party if residing in its Territory.
2. Workers employed in loading, unloading, ship repair and port surveillance services will be subject to the Legislation of the Party to whose Territory the port belongs.

ARTICLE 10

Government employment

1. The members of the staff of the Diplomatic Missions and of the Consular Offices of each of the Parties, accredited in the Territory of the other, shall be governed by the provisions of the Vienna Conventions on Diplomatic Relations of April 18, 1961 and on Consular Relations of April 24, 1963.
2. Civil servants and assimilated staff of one of the Parties who in the exercise of their functions are sent to the Territory of the other Party, shall be subject to the Legislation of the Party on whose administration they depend.
3. If a national of a Party is hired by a Diplomatic Mission or Consular Office of the latter or by an official of a Diplomatic Mission or Consular Office of this Party in the Territory of the other Party, he will be subject to the Legislation of the Party where he works. However, he may choose, within the period of the first six months after the beginning of the work activity or after the entry into force of this Agreement, for the application of

the Legislation of the first Party, which will govern during the work activity as if the national were working there. The option must be communicated to the employer.

4. Workers sent by one of the Parties on Official Cooperation Missions to the Territory of the other Party, will be subject to the Legislation of the sending Party, unless otherwise provided in the Cooperation Agreements.

ARTICLE 11

Other exceptions

The Competent Authorities of the Parties may, by mutual agreement, in the interest of certain workers or work activities, establish other exceptions or modify those provided for in Articles 7 to 9.

TITLE III

Provisions concerning old age, invalidity and survivors benefits

General provisions

ARTICLE 12

Determination of the rights. Totalization

The Worker who has been successively or alternately subject to the Legislation of both Parties will have the right to the benefits regulated in this Title under the following conditions:

1. The Competent Institution of each Party will determine the right and calculate the Benefit, taking into account only the Insurance periods credited in that Party.
2. Notwithstanding the provisions of paragraph 1, the Competent Institution of each Party will determine the right to the Benefits, totalizing with its own, the Insurance periods completed under the Legislation of the other Party. When the eligibility of the benefit is acquired subject to totalization, the following rules will be considered, for the calculation of the amount to be paid:
 - a. The Competent Institution shall proceed to calculate the amount of the Benefit to which the beneficiary would have been entitled as if all the totalized Insurance periods had been fulfilled under its own Legislation (theoretical benefit).
 - b. The amount of the Benefit to be paid will be established by applying to the theoretical benefit, the same proportion existing between the Insurance periods fulfilled under the Competent Institution that calculates the Benefit and the totality of the Insurance periods fulfilled in both Parties (pro-rata benefit).
3. If the total duration of the Insurance periods exceeds the maximum period required by the legislation of the Parties for the granting of a full Benefit, the Competent Institution of that Party shall consider that maximum period and not the total duration of the Insurance periods.

4. If an Insurance period that has been completed under the legislation of one Party overlaps with a period of insurance that has been completed under the legislation of the other Party, each Party shall consider only the overlapping period that has been completed under its own legislation.
5. Once the rights are determined, as established in the preceding paragraphs, the Competent Institution of each Party will recognize and pay the Benefit that is most favorable to the interested person, regardless of the resolution adopted by the Competent Institution of the other Party.
6. If a person is not entitled to a Benefit under the Legislation of one of the Parties taking into account the Insurance periods fulfilled in both legislations, totalized according to the provisions of this Article, the right of that person to the Benefit will be determined by totalizing said periods with Periods of insurance under the Legislation of a third State with which both parties are bound by social security instruments that provide for the totalization of periods.
7. Argentina does not guarantee the beneficiaries of Benefits calculated as described in paragraph 2 the minimum amount established in its Legislation for their Benefits.

ARTICLE 13

Specific conditions for rights recognition

1. If the Legislation of a Party subordinates the granting of the Benefits regulated in this Title to the condition that the Worker has been subject to its Legislation at the time of the occurrence of the event causing the Benefit, this condition will be considered fulfilled, (if in said at the time), the Worker is insured by virtue of the Legislation of the other Party or, failing that, when he receives a Benefit from that Party of the same nature or a Benefit of a different nature but caused by the beneficiary himself.
2. The reduction, suspension or deletion clauses provided for by the Legislation of one of the Parties in the case of beneficiaries who carry out a work activity, will be applicable to them even if they carry out their activity in the Territory of the other Party.
3. The Party where the Worker has contributed for a period of less than twelve months may not recognize any Benefit, even if said period is computed by the other Party for the purposes of totalization.

ARTICLE 14

Determination of invalidity

1. The qualification and determination of the incapacity of a Worker will correspond to each Competent Institution, in accordance with its own Legislation.
2. To qualify and determine the incapacity of workers, the Competent Institution of each Party may take into account the medical reports issued by the Competent Institution of the other Party, which shall be provided free of charge.

3. The expenses for medical examinations and those carried out in order to qualify and determine disability, as well as other expenses inherent to the examinations, will be in charge of the Competent Institution that performs them.
4. The expenses corresponding to medical examinations that respond solely to the interest of one of the Competent Institutions will be fully assumed by the Competent Institution that requested such examinations.

TITLE IV

MISCELLANEOUS PROVISIONS

ARTICLE 15

Competent Authorities attributions

The Competent Authorities of both Parties will be empowered to:

1. Establish the Administrative Arrangements necessary for the application of this Agreement.
2. Designate their respective Liaison Agencies.
3. Communicate the measures adopted internally for the application of this Agreement.
4. Provide their good offices and the widest technical and administrative collaboration for the application of this Agreement.

ARTICLE 16

Administrative collaboration

1. The Competent Authorities and Competent Institutions of both Parties will provide mutual assistance in the implementation of this Agreement in the same way as if they applied their own Legislation. This administrative collaboration will be free of charge, unless the Competent Authorities or Competent Institutions otherwise agree on reimbursement of certain costs.
2. The mutual assistance referred to in paragraph 1, will also be provided for a Benefit granted by virtue of the Legislation of one of the Parties.
3. The Competent Authorities and Competent Institutions of the Parties may communicate with each other through the Liaison Agencies as well as with the interested persons or their representatives. They may also, if necessary, communicate through diplomatic and consular channels.

ARTICLE 17

Data protection

1. All information and documentation referred to a person, which is sent from one Party to the other, by virtue of this Agreement, shall be confidential and used only for the application thereof.
2. The exchange of data shall be subject to the legal provisions governing data protection of the Party providing the data. The processing of the personal data shall be subject to the provisions of the data protection legislation of the receiving Party, which shall ensure a level of protection that is no less rigorous than that provided for by the Party transferring the data.

ARTICLE 18

Submitting a request, declaration or an appeal

1. The requests, declarations, appeals and other documents that, for the purposes of the application of the Legislation of a Party, must be presented within a specified period to the Competent Authorities or Competent Institutions of that Party, will be considered as presented to it, if they had been done within the same period to the Competent Authority or Competent Institution of the other Party. The date on which such requests, declarations or appeals have been presented to a Party shall be considered as the date of presentation to the other Party.
2. Given the presentation of applications, the right to the Benefits will be analyzed with respect to the Legislation of both Parties and, if applicable, they will be paid with respect to both Legislations, unless the person involved has expressly requested applying to the Benefit only in relation to one or another of the applicable Legislation.
3. The requests, declarations or appeals submitted in accordance with paragraphs 1 and 2, shall be transmitted without delay to the other Party.

ARTICLE 19

Exemption benefits in administrative acts and documents

1. Any exemptions from fees for the registration or provision of certificates and documents, stamp duties, consular fees, or other similar charges established for which provision is made in the Legislation of a Party shall be extended to the issuance of those documents required by the other Party for the purposes of the application of this Agreement.
2. All administrative certificates or documents issued for the application of this Agreement shall be exempted from the requirement of authentication by diplomatic or consular authorities and similar formalities
3. Copies of the documents that the Institutions of one Party have certified as faithful will be accepted as such by the Institutions of the other Party without the need for other certifications.

ARTICLE 20

Payment of Benefits

1. The payment of any Benefit in accordance with this Agreement, must be made in the national currency of the Party whose Competent Institution makes it and according to the modality established by its Legislation.
2. If a Party applies provisions that restrict the exchange or exportation of currencies, that Party shall take immediate measures necessary to insure the transfer of sums payable under this Agreement.

ARTICLE 21

Resolution of disputes

Disputes that may arise in the interpretation and application of this Agreement will be resolved through direct negotiations between the Competent Authorities. In the case that the Competent Authorities cannot resolve such disputes, the Parties shall use all their efforts to resolve them through diplomatic channels.

ARTICLE 22

Joint Committee

1. The competent Authorities may establish a Joint Committee composed of representatives from each Party that shall be responsible for monitoring the application of this Agreement and other additional instruments and to propose the modifications that may be deemed necessary to update these documents.
2. The Joint Committee shall meet periodically, as often as the Committee itself shall determine

ARTICLE 23

Official languages

1. For the purposes of the implementation of this Agreement, the Competent Authorities and Institutions of both Parties may communicate directly in their official languages or in English.
2. No claim or document may be rejected because it is written in the official language of the other Party.

TITLE V

TRANSITIONAL AND FINAL PROVISIONS

ARTICLE 24

Insurance Periods preceding the entry into force of this Agreement

1. This Agreement shall not confer any rights to payment of Benefit for any insurance period preceding the date of entry into force of this Agreement. However, The Insurance Periods completed according to the Legislation of a Party before the date of entry into force of this Agreement, will be taken into consideration for the determination of the right to the Benefits recognized by virtue of it.
2. This Agreement has no effect over the Benefits paid before its entry into force.
3. Benefits granted or benefit applications rejected prior to the entry into force of this Agreement may, upon application by the beneficiary, be determined or re-evaluated to comply with the provisions of this Agreement. Such re-determination shall not result in any reduction in the amount of a Benefit.

ARTICLE 25

Contingencies occurring before the entry into force of the Agreement

The application of this Agreement will grant the right to Benefits for contingencies that occurred prior to the date of its entry into force. However, their payment will only have the retroactive effects provided for in the Legislation of the Party that recognizes them and will not be made for periods prior to the entry into force of the Agreement.

ARTICLE 26

Duration and denunciation

1. This Agreement shall remain in force for an indefinite duration.
2. The Parties may denunciate this Agreement. The denunciation shall take effect one hundred and eighty days after the date on which one of the Parties notifies the other its intention to denounce it, through diplomatic channels.
3. In the event of denunciation, the provisions of this Agreement shall continue to apply to the rights in the process of acquisition and those already acquired.

ARTICLE 27

Entry into force

This Agreement is subject to ratification and will enter into force on the first day of the third month following the month in which both Parties have exchanged their respective ratification instruments and will apply from the date of signing of the Administrative Arrangement.

Done in Buenos Aires, on the 29th day of the month September of two thousand and twenty-three (2023), in two originals in Spanish, Hindi and English languages, all texts of them being equally authentic. In case of divergences in interpretation, the English text will prevail.

**For
The Argentine
Republic**



Santiago Cafiero
Minister of Foreign Affairs, Trade and
Worship of the Argentine Republic

**For
The Republic of India**



Dinesh Bhatia
Ambassador of India
to the Argentine Republic

**ADMINISTRATIVE ARRANGEMENT
FOR THE IMPLEMENTATION OF THE
SOCIAL SECURITY AGREEMENT BETWEEN
THE ARGENTINE REPUBLIC AND
THE REPUBLIC OF INDIA**

The Competent Authorities of the Argentine Republic and the Republic of India, according to Article 15, paragraph 1 of the Social Security Agreement signed at Buenos Aires on 29 September 2023 have agreed on this Administrative Arrangement subject to the following provisions:

TITLE I

General Provisions

Article 1

Definitions

1. For the implementation of this Administrative Arrangement:
 - a) The term "Agreement" refers to the Social Security Agreement between the Argentine Republic and the Republic of India, signed at Buenos Aires on 29 September 2023;
 - b) The term "Arrangement" refers to this Administrative Arrangement.
2. The terms used in this Arrangement will have the same meaning assigned to them in Article 1 of the Agreement.

Article 2

Competent Institutions

The following institutions are assigned as Competent Institutions:

1. For the Argentine Republic the institutions responsible for administering the contributory Social Security benefits referred to in Article 2 of the Agreement,
2. For the Republic of India: the Employees' Provident Fund Organization (EPFO)

Article 3

Liaison Agencies

As provided by Article 15, paragraph 2 of the Agreement, the following are designated as Liaison Agencies:

For Argentina: the Administración Nacional de Seguridad Social (ANSES).

For India: the Employees' Provident Fund Organisation (EPFO).

2. For the implementation of the Agreement, the Liaison Agencies referred to on paragraph 1 may communicate directly between themselves, as well as with the interested person or their representatives.

3. The Liaison Agencies of Argentina and India will jointly decide on the common procedures and forms necessary for the implementation of the Agreement and this Administrative Arrangement. The forms will be designed in Spanish, Hindi and English, but they shall be fulfilled in Spanish or English.

TITLE II

Provisions on the Applicable Legislation

Article 4

Certificate related to the applicable Legislation

1. In the cases described in Article 7 of the Agreement, the Liaison Agency of the Party whose Legislation is applicable will issue a certificate stating that the Worker continues to be subject to the Legislation of that Party. The certificate shall indicate the period of detachment in the Territory of the other Party.

2. The certificate shall be requested by the employer, at least thirty (30) days before the detachment.

3. The initial period of detachment may be fractionated into periods of not less than thirty (30) days, provided that they are not separated for more than (twelve) 12 months. A specific certificate will be issued for each requested period.

4. The Liaison Agency which issues the certificate referred to in paragraphs 1 and 3 above shall furnish 4 original versions of this certificate: one for the Worker, one for the employer, one for the company hosting the employee, and the last one for the Liaison Agency of the other Party. The employee shall keep his/her certificate during their stay in the Territory of the other Party, in order to present it to the Government Authorities of that Party whenever necessary.

5. If the period of detachment is terminated before the scheduled date, the employer shall notify the Liaison Agency of the Party which issued the certificate so the latter can send the

information to the Liaison Agency of the other Party. The effective duration of the detachment shall be considered as a fractioned period within the terms of paragraph 3.

6. In the case described on Article 7 of the Agreement, the employer will request the extension of the initial period at least fourteen (14) calendar days before its expiration. A new certificate for the extended period will be issued by the Liaison Agency in 4 original versions, as with the initial period of detachment.

7. A person who was already subject to the provisions of Article 7 of the Agreement, after a period of sixty (60) months, with or without split, shall not be subject again to the said provisions, unless twelve (12) months has elapsed since the end of the preceding detachment. Consent for this additional detachment shall be requested to the Liaison Agency of the other Party.

TITLE III

Provisions on Benefits

Article 5

Certificate on totalization of the insurance periods

In order to implement the Title III of the Agreement, in the cases when it is necessary to consider the insurance periods completed under the Legislation of the other Party to obtain, maintain or recover the entitlement to a Benefit, the Competent Institution shall inform those periods to the other Party through their Liaison Agency on the form agreed, even when these periods are not considered for the granting of benefits under its Legislation.

Article 6

Benefits Application

1. In order to be entitled to the Benefits provided in the Title III of the Agreement, the applicant shall present an application through a form previously agreed between the Parties to the Competent Institution or the Liaison Agency of either Party.

2. If, at the time of the application, no insurance period is completed under the Legislation of the Party where the application has been presented, the Competent Institution shall immediately send the application to the Competent Institution of the other Party, through the Liaison Agencies.

Article 7

Processing an Application

1. The Competent Institution of one of the Parties will send, without delay, the application form, as well as any document available that can be necessary to process the application to the Competent Institution of the other Party, through the Liaison Agencies. Each Competent Institution shall also send a form attesting the insurance periods completed under their

Legislation to the Competent Institution of the other Party.

2. If the entitlement requires medical examinations to be processed, each Competent Institution will send the medical form previously agreed with the available medical data and examinations attached through their Liaison Agency.

3. Before forwarding the documents, for decision to the other party the Competent Institution of the Party that received the Benefit application shall register the incoming date and validate the personal information on the application. That validation shall be sufficient evidence to prove the authenticity of the information, no further documents need to be sent. However, if any doubts on the authenticity arise, documents may be required.

Article 8

Notification of the decisions

1. Each Competent Institution shall determine the rights of the application and notify the interested person their decision, indicating procedures and dates for appeal, as well as send a copy of that decision to the Competent Institution of the other Party through their Liaison Agency.

2. A default in meeting the deadlines set by the Legislation of each Party for the fulfillment of the necessary demands for the acknowledgement of the Benefits, may result in the denial of the Benefit.

TITLE IV

Miscellaneous Provisions

Article 9

Statistics

The Liaison Agencies will exchange annual statistics on the number and type of the Benefits paid in the other Party and the global amount paid.

Article 10

Exchange of information

1. The beneficiaries who reside in the Territory of the other Party shall inform the Competent Institution, directly or through the Liaison Agencies, about any changes in their personal or family situation, working situation, income and any other information that may affect or modify their entitlement or obligations in accordance to the Legislation mentioned on Article 2 of the Agreement.

2. The Competent Institutions will exchange, through the Liaison Agencies, all the information similar to those described on the paragraph above that come to their knowledge.

3. The Liaison Agencies may agree on electronic means for the data exchange. The documents exchanged through such electronic means shall be legally valid to both Parties.

Article 11

Confidentiality of personal data

All the information mentioned under this Arrangement may only be used for the purposes of the Agreement and according to the Data protection provided on Article 17 of the Agreement.

Article 12

Administrative collaboration

If the payment of a Benefit is suspended for any reason, while the beneficiary resides or stays in the Territory of the other Party, the Competent Authorities and Competent Institutions through their Liaison Agencies shall exchange the information necessary for its reestablishment.

Article 13

Entry into force and duration

This Arrangement will enter into force at the same date as the Agreement and will have the same duration.

Done in Buenos Aires, on the 29th day of September of two thousand and twenty-three (2023), in two originals each in Spanish, Hindi and English languages, both being equally authentic. In case of divergences in interpretation, the English text will prevail.

**For
The Argentine
Republic**



Santiago Cafiero
Minister of Foreign Affairs, Trade and
Worship of the Argentine Republic

**For
The Republic of India**



Dinesh Bhatia
Ambassador of India
to the Argentine Republic

MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY OF MINES OF THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE SECRETARIAT OF MINING OF THE MINISTRY OF ECONOMY OF THE ARGENTINE REPUBLIC ON COOPERATION IN THE FIELD OF MINERAL RESOURCES.

The Ministry of Mines of the Government of the Republic of India and the Secretariat of Mining of the Ministry of Economy of the Argentine Republic, hereinafter jointly referred to as “Participants” and individually as “Participant”.

With the purpose of developing and promoting the opportunities in the field of mineral resources between the Participants;

Aiming to increase minerals and related mining and geological services, technology trade and investment between the Argentine Republic and the Republic of India and support development of respective mining sectors;

Have reached the following understanding:

ARTICLE 1 DEFINITION

The following words and expressions should have the meanings set out below:

- a. MoU: The present Memorandum of Understanding
- b. IPR: Intellectual Property Rights
- c. JWG: Joint Working Group

ARTICLE 2 OBJECTIVE

The Participants agree to promote the cooperation for the development of mineral resources, promote mining investments and the transfer of technology, within their competencies.

ARTICLE 3 AREAS OF COOPERATION

The cooperation between Participants will be developed in the following areas:

- a. Encouraging minerals exploration and development;
- b. Exchange of published technical and scientific information;
- c. Exchange of technocrats, scientists and experts for interchange of ideas / knowledge;
- d. Training and capacity building;
- e. Encouraging the offer of capacities and provision of mining goods and services;
- f. Promoting mining investing opportunities through road shows, video conferences, official visits and related activities;
- g. Promote the publication of the mining cadastral system;
- h. Promoting the requirements for environmental approvals and its compliances including mine closure;
- i. Exchanging relevant information in order to comply with the good sectoral practices;
- j. Collaboration with the local mining authorities;
- k. Extraction, mining and beneficiation of lithium;
- l. Explore possibilities of forming joint venture in the field of base metals, critical and strategic minerals for mutual benefit.
- m. Other areas, as mutually agreed.

ARTICLE 4

FORMS OF COOPERATION

Co-operation between the Participants in the field of geology and mineral resources under this MoU may be effected by following means:

- a. Visits by Ministers and/or senior government officers;
- b. Promotion and support of opportunities for mining and related services and technology trade and investment subject to respective legislations and regulations;
- c. Training and capacity building workshops;
- d. Exchange of officers;
- e. Discussions among officers;
- f. Sharing of information;
- g. Other forms as mutually decided.

ARTICLE 5

CENTRAL AUTHORITY

The Central Authorities responsible for implementation and execution of the present MoU are:

- a. The Ministry of Mines of the Government of the Republic of India, and
- b. The Secretariat of Mining of the Ministry of Economy of the Argentine Republic.

ARTICLE 6

IMPLEMENTATION AND JOINT WORKING GROUP

Activities under this MoU will be subject to the availability of funds and personnel, and will be conducted in accordance with the laws and regulations of the Participants.

- a. The specific terms and conditions of implementation of each collaborative program undertaken under this MoU as part of the envisaged co-operation shall be agreed to by the Participants in separate agreements.
- b. Within the framework of this MoU, in order to exchange views and draw a road map for enhancing cooperation, both Participants may constitute a JWG with equal number of representatives from each Participant. The JWG shall meet once every year alternately in India and in Argentina. The composition, venue and date of the meetings of the JWG shall be determined by mutual agreement between the Participants.

ARTICLE 7

FINANCIAL ARRANGEMENT

Each Participant will cover their own expenses relating to collaborative activities and programs carried out by them towards the fulfillment of the objectives of the MoU, including participation in the meetings of the JWG, unless otherwise agreed.

ARTICLE 8

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS (IPR)

- a. Each Participant will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to this MoU, consistent with the laws, rules and regulations of their respective countries and other multilateral agreements to which both Participants are Party to.
- b. The Participants will share and jointly publish the scientific and technical results of cooperative projects conducted under this MoU in English language or hold in

confidence in accordance with the specific provisions identified in the associated collaborative projects. 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 Participants. It may however be ensured that the official emblem and logo is not misused.

- c. Subject to the applicable rules and regulations of the two Participants, information, including derived data, maps and reports arising from collaborative activities undertaken under this MoU may only be released to third parties upon the written consent of both Participants. Any intellectual property rights (IPR) brought to material jointly produced by both Participants will respect the background IPR of the Participants contributing and the foreground IPR will be the joint property of both Participants subject to mutual written consent regarding apportionment of jointly created IPR.
- d. The Intellectual Property Rights of all background IPR including, but not limited to, information, maps, reports and all data in analogue or electronic forms supplied by the either Participant for the purposes of this MoU is and will remain vested with the owning Participant.
- e. Both Participants grant the other Participant a non-exclusive license to use their background IPR as reasonably required for the sole purpose of this MoU. Any other usage of either Participant's background IPR will be subject to separate license arrangements being agreed with the other Participant. No transfer of the ownership of either Participant's background IPR arises from or is implied under this MoU.
- f. In case of research results obtained through joint activities under this MoU both Participants will apply as co-applicant for the protection of intellectual Property Rights subject to exclusive rights of both Participants to commercialize the technology in their respective countries. Commercialization in any other country shall be done jointly through a separate MoU.

ARTICLE 9

PROTECTION OF CONFIDENTIAL INFORMATION

- a. All information and documents to be exchanged pursuant to the MoU will be kept confidential by the Participants and will be used subject to such terms as each Participant may specify. The Participants will not share such information with third parties or use the information for purposes other than that specified, without the prior written consent of the other Participant.

- b. All Confidential Information shall remain the exclusive property of the disclosing Participant. The Participants agree that this MoU and the disclosure of the confidential information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Participant.
- c. Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by the Participants.

ARTICLE 10

SETTLEMENT OF DISPUTES

- a. Any dispute between the Parties arising out of the interpretation or implementation of this MoU shall be settled amicably through consultation or negotiation between the Participants.
- b. Activities pursuant to this MoU shall be governed and construed in accordance with the laws and regulations prevailing in the country of the respective Participants where activities are taking place.

ARTICLE 11

REVISION AND AMENDMENT

This MoU may be amended at any time by mutual written consent of the Participants through an exchange of notes between the Participants through official/diplomatic channels.

ARTICLE 12

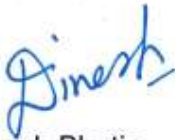
ENTRY INTO FORCE, DURATION AND TERMINATION

- a. This MoU shall enter into effect on the date of its signature thereof by the Participants.
- b. The MoU shall remain in force for a period of five (5) years from the date of its signature thereof by the Participants. Thereafter, it will be automatically renewed for further successive periods of five (5) years at a time unless terminated by either Participant by giving three (3) months written notice in advance to the other Participant of its intention to terminate this MoU.

- c. The termination of this MoU shall not affect activities that are ongoing at the moment of its termination, unless the Participants decide otherwise.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this MoU.

Done at Buenos Aires on 26th day of August 2022 in two originals, each in the Hindi, Spanish and the English languages, all texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.



Dinesh Bhatia
Ambassador of India to the Argentine
Republic



Maria Fernanda Avila
Secretary - Mining
Secretariat of Mining
Ministry of Economy of the
Argentine Republic

**MEMORANDUM OF UNDERTANDING
BETWEEN
THE MINISTRY OF DEFENCE OF THE REPUBLIC OF INDIA
AND
THE MINISTRY OF DEFENCE OF THE ARGENTINE REPUBLIC
ON DEFENCE COOPERATION**

The Ministry of Defence of the Government of the Republic of India and the Ministry of Defence of the Government of the Argentine Republic (hereinafter referred to as the Participants) and individually as “one of the Participants”.

DESIRING to further strengthen the bilateral relations between the Republic of India and the Argentine Republic, and

RECOGNISING their interest to initiate cooperation that would be of mutual benefit to the Participants based on respect and recognition of the mutual interests of the participants, and

CONSIDERING that this Memorandum would be realized within the framework stipulated in the Indian and Argentine laws and regulations:

have reached the following understanding:

**ARTICLE 1
PURPOSE**

The purpose of this Memorandum of Understanding (MoU) is to institutionalize and increase the bilateral cooperation in the field of defence between the Participants, through the establishment of a framework of cooperation.

**ARTICLE 2
PRINCIPLES**

The MoU shall be implemented in accordance with the provisions of the domestic legal system of each Participant’s Country. The implementation of this MoU shall be subject to the availability of financial and human resources of the Participants.

**ARTICLE 3
SCOPE**

The areas of cooperation between the defence authorities of the Participants will include, but will not be limited to the following areas:

- a) Exchange of views in defence policy and technical-military issues.
- b) Exchange of knowledge and experiences in the field of United Nations

Peacekeeping Operations.

- c) Exchanges and cooperation in the field of Science and Technology for defence.
- d) Exchanges and cooperation in the field of Logistics, Defence Production, Development and Procurement of Defence related products, maintenance support and industrial cooperation.
- e) Development of cultural and sport links between their respective Armed Forces.
- f) Exchange of:
 - Defence instructors and/or observers.
 - Defence personnel to attend educational and defence courses or programs.
 - Information and experience that would be of mutual benefit in areas.
- g) Any other area in the field of defence agreed upon the Participants.

ARTICLE 4 PROTECTION OF CLASSIFIED INFORMATION

Each Participant shall provide to the classified information received from the other Participant under this Memorandum of Understanding, a level of protection not lower than the one given to its own classified information of the same level.

Neither Participant shall declassify the classified information transferred by the other Participant under this Memorandum of Understanding, to a Third Party, including companies or organizations of its own country, without prior written authorization of the other Participant.

ARTICLE 5 IMPLEMENTATION ARRANGEMENTS

In regard to any particular matter covered by the provisions of this MOU, the Participants may enter into such further arrangements of a general or specific nature as would in their opinion promote the effective implementation of this MOU.

ARTICLE 6 POINTS OF CONTACT

The contact points of the Participants for the implementation of this MoU shall be the following:

a. From the Indian side

Joint Secretary

Planning and International Cooperation Wing

Ministry of Defence

b. From Argentina side

Undersecretary

International Affairs of the Defence

Ministry of Defence of the Argentine Republic

**ARTICLE 7
FORMATION OF GROUPS/SUB-GROUPS**

The Participants may, if necessary, consider the establishment of relevant groups/ sub-groups to monitor the implementation of activities carried out under this agreement, if so decided mutually.

**ARTICLE 8
COSTS**

The financial implications in respect of defence cooperation as per terms of this MOU shall be dealt on a case-by-case basis, based on the principals of mutual reciprocity. The financial agreements and the terms thereof shall be mutually determined and adopted by the Participants in conformity with their respective internal legislations.

**ARTICLE 9
DISPUTE SETTLEMENT**

Any dispute between the Participants arising from the interpretation or implementation of this MOU shall be settled amicably through consultation and negotiation between the representatives of the respective Participants. It shall not be referred to any national or International Tribunal or Third Party for settlement.

**ARTICLE 10
AMENDMENTS**

This MOU may be reviewed, modified or amended in writing at any time by mutual consent of both the Participants. Any amendments to this MOU shall be signed by both the Participants and shall be construed as part of this MOU.

**ARTICLE 11
ENTRY INTO FORCE AND TERMINATION**

This MOU shall enter into force on date of signature by both the Participants. It shall have an effective term of five (5) years, extendable automatically for equal periods. Either Participant may terminate it by giving at least six (6) months prior written notice.

In the event of termination of this MOU, the provisions of Article 4 shall survive

and remain in force. In addition, it shall not affect the conclusion of cooperation schemes or projects that are being implemented, unless such schemes contemplate a different system or as otherwise agreed upon by the Participants.

This MOU is signed in two originals, each in the Hindi, English and Spanish languages, all texts being equally authentic. In case of any divergence of interpretation the English text shall prevail.


IN WITNESS WHERE OF, the undersigned being duly authorized by their respective Governments, have signed this Memorandum of Understanding on the day 18 of the month of February of the year 2019.

By the Ministry of Defence
of the Republic of India



Name: Nirjala Sitharaman
Designation: Raksha Mantri

By the Ministry of Defence of the Argentine Republic



Name: Jorge M Faurie
Designation: Minister of External Affairs and Worship

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE GOVERNMENT OF THE ARGENTINE REPUBLIC ON
COOPERATION IN THE FIELD OF TOURISM**

This Memorandum of Understanding is made between the Government of the Republic of India represented by the Ministry of Tourism and the Government of Argentine Republic represented by Secretariat of Tourism, (hereinafter referred to as “The Parties”).

RECOGNISING the Parties are desirous to enhance the bilateral cooperation and strengthen the ties of the existing friendship between the two countries, realizing the importance of tourism sector in economic development and employment generation and mutual interests on equal grounds;

EMPHASISING the need to strengthen, deepen and broaden cooperation in tourism;

RECOGNISING further the importance of tourism in the enhancement of knowledge and understanding between their people and as an essential element of both countries;

TAKING INTO ACCOUNT the importance of the Parties as partner and major source market for tourism;

Have reached the following understanding:

Article I

The Parties will seek, in accordance with their respective national laws, to enhance the bilateral cooperation in tourism, trade and hospitality sectors.

Article II

The Parties will encourage their citizens to travel to each other’s country according to their applicable Laws, Rules and Regulations. The Parties shall promote cooperation and direct communication between the stakeholders of tourism, trade and hospitality industry for enhancing tourism cooperation.

Article III

The Parties shall endeavor to enhance cooperation in following areas under Memorandum of Understanding:

1. Expansion of bilateral cooperation in tourism sector.
2. Exchange of information and data related to tourism.
3. Promotion of cooperation within the stakeholders of the tourism sector, including hotels, tourism operators and airlines.

4. Establishing exchange programmes for cooperation in Human Resource Development.
5. Investment in the Tourism and Hospitality sectors
6. Exchanging visits of Tour Operators/Media/Opinion Makers for promotion of two-way tourism.
7. Exchange of experience in the areas of promotion, marketing, destination development and management.
8. Participation in travel fairs/exhibitions in each other's country.
9. Promoting safe, honorable and sustainable tourism.

Article IV

Within the framework of this Memorandum of Understanding in order to exchange views of the Parties and draw a road map for enhancing cooperation, the Parties may constitute a Joint Working Group which shall include an equal number of members of each party. The Joint Working Group shall conduct periodical meetings preferably once in every two years in turn on pre-specified dates mutually agreed between the Parties. The Parties may invite representatives from tourism, trade and hospitality sector to attend these meetings.

Article V

For Joint Working Group Meetings, the sending Party shall bear all expenses on delegation's travel, boarding and lodging. All expenses for organizing the meeting shall be done by the hosting country.

Article VI

Any difference or dispute arising from the interpretation or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultations or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

Article VII

Either Party may request in writing an amendment of all or any part of the Memorandum of Understanding through diplomatic channels.

Any amendment agreed to by the Parties will be reduced into writing and will form part of this Memorandum of Understanding.

Article VIII

This Memorandum of Understanding shall come in to force on the date of signature by both the Parties.

This memorandum shall remain in force for five (5) years and shall stand automatically renewed for similar successive periods unless one Party informs the other Party through diplomatic channels for its desire to amend or terminate the same at least six months before its expiration date.

IN WITNESS WHEREOF, the representatives of Parties authorized by their respective Governments hereto have hereunder set their respective hands and seals on 18th day of February of the 2019 in New Delhi in two (2) Originals each in Hindi, Spanish and English languages, all text being equally authentic. In case of divergence in interpretation, the English text shall prevail.

The Government of the
Republic of India
Represented by



Name: Sh. Sanjiv Ranjan
Designation: Ambassador of India
to Argentina

The Government of the
Argentine Republic
Represented by



Name: Mr. Jorge Faurie
Designation: Minister of Foreign Affairs

**Memorandum of Understanding of
Cooperation and Collaboration
between
Prasar Bharti, India
And the
Federal System of Media and Public Contents of the Argentine Republic
For
Exchange of Audiovisual Programmes**

Prasar Bharti (PB), India's Public Service Broadcaster, an statutory autonomous body established under the Prasar Bharti (Broadcasting Cooperation of India) Act 1990 having its office at Prasar Bharati House, Tower "C", Mandi House, Copernicus Marg, New Delhi-110001, India and **Federal System of Media and Public Contents of the Argentine Republic (SFMCP)** having its office at Leandro N. Alem 339. Ciudad Autonoma de Buenos Aires Codigi postal:L C1003AAD.

Hereinafter collectively referred to as "**Parties**",

In order to develop and strengthen mutual friendly relations and to increase co-operation in the field of broadcasting;

Have reached the following understanding: -

**Fields of Exchange of Programmes
Article 1**

In their respective areas of competence, the parties shall exchange programmes in the fields of culture, education, science, entertainment, sports, news as areas of mutual interest, subject to contractual obligations, laws and regulations in force the intellectual property laws in force in their respective countries.

**Exchange of Programmes subject to Commercial Agreements
Article 2**

Exchange of programmes may be on gratis (free) or payment basis and subject to terms of any commercial agreement existing or to be entered into between the Parties and their respective agents or distributors. In case of exchange on commercial basis, terms and conditions shall be determined by the Parties through mutual written agreement on case by case basis subject to prevailing Government Rules or Regulations in this regard.

**Alteration of Programmes/Supply to Third Parties
Article 3**

- (i) Parties are free to broadcast the programmes that are provided on gratis basis, partially or in full, without changing their structure or coherence. Any change or alteration to the programmes, including but not limited to editing, dubbing or sub-

titling, shall be subject to prior discussions between the parties. The aim of such discussions shall be to ensure that no alteration or distortion of the original meaning of the programmes takes place.

- (ii) The receiving party shall neither supply nor allow any third party to use the programmes supplied for broadcasting or any other purpose, without the prior written consent of the supplying party.

Co-production of programmes

Article 4

The Parties will explore opportunities for cooperation related to areas of mutual interest as in Article 1 and competence such as audiovisual platforms, documentary, animation, sitcoms, series, facilities and incentives for TV production among others, in order to offer high quality programming to their respective public audience in accordance with separate and specific contracts.

Exchange of Personnel/Training

Article 5

For exchanging expertise, exchange professionals or personnel and organize training of staff based on explicit financial terms and conditions agreed to in the form of a written agreement subject to prevailing Government Rules or Regulations in this regard. The purpose, duration and conditions of the personnel exchange, training, travelling and lodging expenses etc, shall be decided upon separately in writing by mutual discussions between the Parties.

Co-ordination

Article 6

Parties shall endeavor to provide facilities and general assistance (including supply of information and other organizational and technical assistance) to the visiting Party within the limits of capacity and subject to prevailing Government Rules or Regulations in this regard.

Dispute Resolution

Article 7

Any dispute or difference between the Parties with respect to any of the provisions of this Memorandum of Understanding (MoU) shall be settled amicably through mutual consultations and negotiations between the parties.

General Conditions

Article 8

- (i) Any amendment to this MoU can be made only by mutual written consent of the Parties.

- (ii) This MoU shall be valid initially for a period of three years from the date of its signature by the authorized representatives of the Parties and can be renewed for a further period not exceeding one year, if agreed mutually by both Parties, unless terminated by either Party by giving an advance written notice of at least three months.
- (iii) In the event of termination of this Agreement, the activities already undertaken by the Parties shall continue till their completion.

IN WITNESS WHEREOF the undersigned being duly authorized thereto have signed this MoU.

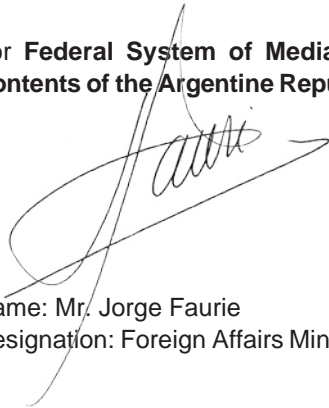
This MoU is signed at New Delhi on 18th day of February, 2019 in two originals in Hindi, Spanish and English languages, each party retaining one signed original. In case of divergence in interpretation, the English text shall prevail.

For **Prasar Bharti (PB)**



Name: Mr. R.S. Rathore
Designation: MoS(IC)/ I&B

For **Federal System of Media and Public Contents of the Argentine Republic (SFMCP)**



Name: Mr. Jorge Faurie
Designation: Foreign Affairs Ministe

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL ADMINISTRATION OF DRUGS, FOOD & MEDICAL
DEVICES OF THE MINISTRY OF HEALTH AND SOCIAL
DEVELOPMENT OF THE ARGENTINE REPUBLIC
AND
CENTRAL DRUGS STANDARD CONTROL ORGANIZATION
THE MINISTRY OF HEALTH AND FAMILY WELFARE
GOVERNMENT OF INDIA
ON COOPERATION
IN THE FIELD OF MEDICAL PRODUCTS REGULATION**

The National Administration of Drugs, Food & Medical Devices (ANMAT) of the Ministry of Health and Social Development of the Argentine Republic, and

The Central Drugs Standard Control Organization (CDSCO), Ministry of Health and Family Welfare, the Republic of India (hereinafter jointly referred to as the "Parties" and individually referred to as a "Party");

Taking into account the importance of medical products in saving lives, health recovery, treatment, prevention and diagnosis of diseases;

Recognizing the need to provide the population with safe, effective and quality medical products;

Aspiring to effective cooperation in the sphere of testing of medical products and their quality control, in order to ensure the protection of public health of the countries of the Parties;

Recognizing the interest of both Parties in equal and mutually beneficial cooperation on a long term and stable basis;

Have reached the following understanding:

**Article 1
SCOPE**

The parties shall promote and develop cooperation in the field of medical products regulation within the respective jurisdiction by cooperating in the manner set out in this memorandum of understanding on the basis of equality and mutual benefit. The Parties will conclude separate agreements, as required, to carry out specific activities.

Article 2
AREAS OF COOPERATION

The cooperation between the Parties shall take place in the following areas:

- a) Pharmacovigilance of Medical Products & Medical Devices;
- b) Participation in scientific and practical conference, symposiums, seminars and forum organized by the country of each Party;
- c) Regulation of Medical Products and Cosmetics, and exchange of information thereon;
- d) Capacity building in mutually agreed areas;
- e) Visits to each other's country to understand the regulatory processes of both countries;
- f) Coordination at the international fora; and
- g) Any other areas of common interest.

Article 3
CONFIDENTIALITY COMMITMENT

Each party understands that information exchanged between them may include confidential information that is not available in the public domain in the country of the Party providing the information. The Party notes that it is essential that confidential information emanated from one Party will be treated as such by the other Party.

Each Party will make every reasonable effort to prevent: (a) the public release of confidential information that has been shared for the purposes set out in this Memorandum; and (b) any other release of this information for purposes not set out in this Memorandum.

Article 4
CONTACT DETAILS FOR THE IMPLEMENTATION OF THIS MOU

The Parties shall exchange contact information of their authorized representatives responsible for the organization of exchange of information, within 60 days after signing of this Memorandum.

Article 5
FINANCIAL RESOURCES

Each of the Parties shall bear its own expenses related to the activity within the present Memorandum if it has not been agreed to otherwise by the Parties.

Article 6
SETTLEMENT OF DISPUTES

The present Memorandum is not considered as an international treaty and does not create rights and obligations under by international law.

Any dispute between the parties arising out of the implementation, application or interpretation of this MoU shall be settled amicably through direct consultation or negotiations between the Parties through the official channels.

**Article 7
AMENDMENTS**

The Memorandum of Understanding may be amended at any time by mutual written consent of the Parties by Exchange of Notes between the Parties through the official channels.

**Article 8
ENTRY INTO FORCE AND TERMINATION**

1. This Memorandum of Understanding shall be effective from the date of signature and shall remain in force for a period of five (5) years.

There-after it shall be automatically renewed for a further period of five (5) years, unless terminated in accordance with paragraph 2 hereunder.

2. The Memorandum of Understanding may be terminated by either Party giving six (6) months written notice in advance through the official channel to other Party of its intention to terminate this MoU.

3. The termination of this Memorandum of Understanding shall not affect the completion of any project undertaken by the parties prior to the termination thereof, or the full execution of any cooperative activity that has not been fully executed at the time of termination, unless otherwise agreed upon in writing by the Parties.

IN WITNESS WHERE OF the undersigned, being duly authorized thereto, by their respective Governments, have signed this Memorandum of Understanding.

Done at New Delhi on this 18th day of February 2019 in three originals in Spanish, Hindi and English, languages, all text being equally authentic. In case of any divergence in interpretations, the English text shall prevail.

FOR NATIONAL ADMINISTRATION OF
DRUGS, FOOD & MEDICAL DEVICES
OF THE MINISTRY OF HEALTH AND
SOCIAL DEVELOPMENT OF THE
ARGENTINE REPUBLIC

FOR CENTRAL DRUGS STANDRARD
CONTROL ADMINISTRATION OF
THE MINISTRY OF HEALTH & FAMILY
WELFARE OF THE REPUBLIC OF INDIA



Name: Sanjiv Ranjan
Designation: Ambassador

**MEMORANDUM OF UNDERSTANDING
ON ANTARCTIC CO-OPERATION
BETWEEN
THE MINISTRY OF FOREIGN AFFAIRS AND WORSHIP
OF THE ARGENTINE REPUBLIC
AND
THE MINISTRY OF EARTH SCIENCES
OF THE REPUBLIC OF INDIA**

The Ministry of Foreign Affairs and Worship of the Argentine Republic and the Ministry of Earth Sciences of the Republic of India, hereinafter, “the Participants”,

RECALLING that the Argentine Republic and the Republic of India are both signatories to the Antarctic Treaty and to the Protocol to the Antarctic Treaty on Environmental Protection;

REAFFIRMING the commitment to jointly contribute to the development, strengthening and promotion of the Antarctic Treaty System;

CONSIDERING that the Antarctic Treaty System accords high priority to international scientific co-operation;

FOLLOWING ON from and enhancing the previous Memorandum of Understanding of 2006 aimed at broadening Antarctic co-operation between the Argentine Republic and the Republic of India;

AFFIRMING the commitment to continue promoting co-operative programmes of science, technology and educational value, concerning the protection of the Antarctic environment and dependent and associated ecosystem;


HAVE AGREED AS FOLLOWS:

1. The Participants shall promote Antarctic co-operation through their respective official scientific organizations, the Instituto Antartico Argentino of the Ministry of Foreign Affairs and Worship of the Argentine Republic and the National Centre for Polar and Ocean Research of the Ministry of Earth Sciences of the Republic of India, by means of:
 - Scientific co-operation on projects in the fields of - inter alia - Earth sciences and life sciences, as well as those related to the protection and conservation of the natural environment of Antarctica and the Southern Oceans;
 - The exchange of scientific and bibliographical information related to the study of Antarctica, its environment and dependent associated ecosystem;
 - Exploring opportunities for exchange of scientists;
 - Participants of scientists and technical experts of the national Antarctic programme of one country in the national Antarctic programme of the other, if so required;

- Joint scientific conferences, workshops and bilateral meetings when feasible;
 - Joint scientific publications;
 - Training of scientific personnel;
2. The results and outcomes of activities carried out under this Memorandum of Understanding will normally be deemed to be of joint ownership and will only be published and or exhibited jointly, unless Participants decide otherwise.
 3. Each Participant shall bear the costs originated by their respective activities. In the case that joint activities implying different contributions on accounts of each Participant are undertaken, the Participants shall agree on the respective financing in each particular case.
 4. The Instituto Antartico Argentino and the National Centre for Polar and Ocean Research shall be the authorities responsible for the programmes on Antarctic co-operation which may be agreed upon within the framework of this Memorandum of Understanding. Additional protocols may be signed by the Participants regarding specific projects and activities, if so required.
 5. This Memorandum of Understanding shall enter into force on the date of its signature and shall remain in force for a period of three years, which shall be automatically extended for another period of three years. Either Participant may terminate this Memorandum of Understanding by giving a six months' written notice in advance to the other Party. Such notice will not affect the completion of any ongoing specific or activity.

Done in New Delhi on the 18th day of February, 2019 in two originals in the English language.

For the Ministry of Foreign Affairs and
Worship of the Argenitne Republic



Mr. Jorge Faurie
Designation: Foreign Affairs Minister,
Argentina

For the Ministry of Earth Sciences of the
Republic of India



SH. Sanjiv Ranjan
Designation: Ambassador of India to
Argentina

**MEMORANDUM OF UNDERSTANDING ON ANTARCTIC
COOPERATION
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE GOVERNMENT OF THE ARGENTINE REPUBLIC**

The Government of the Republic of India and the Government of the Argentine Republic, hereinafter, "the Parties".

RECALLING that the Parties are both signatories to the Antarctic Treaty and to the Protocol to the Antarctic Treaty on Environment Protection;

REAFFIRMING the commitment to jointly contributing to the development, strengthening and promotion of the Antarctic Treaty System;

CONSIDERING that the Antarctic Treaty System accords high priority to international scientific co-operation;

EXPRESSING THEIR INTEREST in broadening Antarctic co-operation between the Parties;

AFFIRMING the commitment to promoting co-operative programmes of science, technology and educational value, concerning the protection of the Antarctic environment and dependent and associated ecosystems;

TAKING INTO ACCOUNT that the "International Polar Year 2007-2008" will be an excellent opportunity to develop undertakings on scientific research;

HAVE AGREED AS FOLLOWS:

1. The Parties shall promote Antarctic co-operation through their respective official scientific organisations, the Ministry of Ocean Development of the Republic of India and "Dirección Nacional del Antártico" of the Argentine Republic, by mean of:
 - The exchange of scientific and bibliographical information related to the study of Antarctica and the surrounding seas;
 - Opportunities for exchange of scientists;
 - The participation of scientists and technical experts involved in the national Antarctic programme of one country in the national Antarctic programme of the other;
 - Joint scientific conferences and workshops;
 - Joint scientific publications;
 - Training of scientific personnel;
 - Scientific co-operation projects involving the protection of the natural environment of Antarctica and the Southern Seas.

2. Each Party shall bear the costs originated by their respective activities. In the case that joint activities implying different contributions on account of each Party are undertaken, the Parties shall agree on the respective financing in each particular case.
3. The Ministry of Ocean Development and the “Dirección Nacional del Antártico” Shall be authorities responsible for the programmes on Antarctic co-operation which may be agreed upon within the framework of this Memorandum of Understanding.

This Memorandum of Understanding shall enter into force on the date of its signature and shall remain in force for a period of three years, which shall be automatically extended for another period of three years. After the initial three-year period, either Party may terminate this Memorandum of Understanding by giving a six month’s written notice in advance to the other Party.

Done in New Delhi on the 5th day of the month of July 2006 in Hindi, Spanish and English languages, all versions being equally authentic.

**For the Government of the
Republic of India**



Arun Kumar Rath
Designation: Additional Secretary and
Financial Advisor
Ministry of Ocean Development

**For the Government of the
Argentine Republic**



Ambassador Nestor Stancanelli
Designation: Deputy Secretary for
International Economic Negotiations

WORK PLAN FOR THE COOPERATION BETWEEN THE MINISTRY OF AGRICULTURE AND FARMERS' WELFARE OF THE REPUBLIC OF INDIA AND THE MINISTRY OF PRODUCTION AND LABOUR OF THE ARGENTINE REPUBLIC

The MINISTRY OF AGRICULTURE AND FARMERS' WELFARE OF THE REPUBLIC OF INDIA and the MINISTRY OF PRODUCTION AND LABOUR OF THE ARGENTINE REPUBLIC, hereinafter referred to as the "Parties".

In the context of the MEMORANDUM OF UNDERSTANDING FOR AGROINDUSTRIAL COOPERATION BETWEEN THE MINISTRY OF AGRICULTURE AND FARMERS WELFARE OF THE REPUBLIC OF INDIA AND THE MINISTRY OF AGRICULTURE, LIVESTOCK AND FISHERIES OF THE REPUBLIC OF ARGENTINA IN THE FIELD OF AGRICULTURE AND ALLIED SECTORS, signed on 11.09.2010, hereinafter referred to as the "Memorandum of Understanding".

The Parties have agreed on a Work Plan under the following terms:

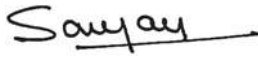
Purpose and actions: Create two working subgroups for bilateral cooperation as well as to define within the scope of their respective legal competencies, their priorities and to appoint their coordinators.

- a) **Working Subgroup on Animal & Plant Health to Strengthen Reciprocal Trade:** To channelize and expedite the negotiations on animal and plant health and food safety as well as to consult on and address any difficulties arising during the process of bilateral negotiations for access to the markets of both Parties and to establish a dialogue mechanism that allows exchanging information about access to the market of the countries.
- b) **Working Subgroup on Technological Innovation:** To propose and promote technological cooperation between both Ministries for improved productivity and yields in agriculture and allied sectors and to examine the viability of establishing an Argentine Centre of Excellence **in Agricultural and Technological Cooperation** in India.

The working Subgroups may add or delete any item based on mutual agreement of the Parties. The Working Sub-groups will maintain a direct dialogue among their respective coordinators that will allow answering the inquiries from each of the Parties without delay.

The Coordinators for each of these sub groups as well as their Work topics are annexed. The Working Subgroups will follow up the activities carried out in the context of this Work Plan, collaborating with the necessary efforts to achieve the objectives, and will convene, when deemed appropriate, a general meeting for an extended evaluation of the cooperation implemented by this Work Plan.

Work Plan is signed at **New Delhi** on 18 February 2019 in three originals in Hindi, Spanish and English, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.



FOR THE MINISTRY OF AGRICULTURE
AND FARMERS WELFARE OF THE REPUBLIC
OF INDIA REPRESENTED BY SECRETARY,
AGRICULTURE, COOPERATION AND
FARMERS WELFARE



FOR THE MINISTRY OF PRODUCTION AND
LABOUR OF THE ARGENTINE REPUBLIC
REPRESENTED BY THE STATE SECRETARY
OF AGROINDUSTRY

Annexure

ANNEXURE TO THE WORK PLAN FOR COOPERATION BETWEEN THE MINISTRY OF AGRICULTURE AND FARMERS' WELFARE OF THE REPUBLIC OF INDIA AND THE MINISTRY OF PRODUCTION AND LABOUR OF THE ARGENTINE REPUBLIC

A. Coordinators

1. Working Subgroup on Animal & Plant Health and Reciprocal Trade:

For the Argentine Party:

- a) National Service of Agrifood Health and Quality (SENASA) - Coordination of International Affairs for Animal and Plant Health.
- b) Under Secretariat of Agricultural Markets of the State Secretary of Agro- Industry of the Ministry of Production and Labour for Trade.

For the Indian Party:

- a) Plant Protection Division of the Department of Agriculture Cooperation and Farmers Welfare for Plant Health and Trade.
- b) Trade Division of Department of Animal Husbandry & Dairying and Department of Fisheries for Animal Health and Trade.

2. Working group on Technological Innovation:

For the Argentine Party: The National Institute of Agricultural Technology, an autarchic of the State Secretary of Agro-Industry of the Ministry of Production and Labour.

For the Indian Party: Department of Agricultural Research and Education/Indian Council of Agricultural Research.

B. Work topics

1. **Working Subgroup on Animal & Plant Health and Reciprocal Trade:** The Parties according to request shall share technical information dossier of agricultural commodities for which market access is sought to conduct Pest Risk Analysis (PRA). The Parties will expedite completion of the PRA, finalise import conditions and open the market as per specified priority of both Parties. For this purpose, the Parties commit to hold regular exchanges, at least once every six months, of the list of products prioritized by each of them and the progress of these negotiations. Exchange of statistical information on agricultural production and trade tariffs and exchange of experiences relating to the increase of reciprocal trade, including sea protocols developed.

2. **Working Subgroup on Technological Innovation:** Harvest storage systems: Bulk storage structure, silo bags, post-harvest management and mechanization, loss reduction; Mechanization for agronomic production systems: zero tillage, crop rotation, service crops, other GAPs; Crop improvement and production addressing major food and nutrition security crops like wheat, corn and other nutritious cereals, pulses and oilseeds; Olive, Soyabean, groundnut and Sunflower cultivation; Bamboo plantation in Argentina and value addition, in conjunction and National Bamboo Mission of India; Soils: evaluation, potential for exploitation, erosion control yield forecast for the agricultural area, pastures and crops, among others; Irrigation: use of water for various crops, particularly sugarcane; Seed technology research and production; technological developments for the dairy sector, including cattle and buffalo breeding; Animal nutrition; Meat processing technology; plant genetic breeding (legumes and other species); Biosafety and biotechnology; Biological pest control; Development of vaccines, diagnostics; Transfer of technologies associated with cotton production.

**WORK PLAN FOR THE YEARS 2019-2021
BETWEEN
INDIAN COUNCIL OF AGRICULTURAL RESEARCH OF THE
REPUBLIC OF INDIA
AND
THE STATE SECRETARY OF AGROINDUSTRY OF THE MINISTRY OF
PRODUCTION AND LABOUR OF THE ARGENTINE REPUBLIC
FOR COOPERATION IN THE FIELD OF AGRICULTURAL RESEARCH
AND EDUCATION**

In accordance with Article-V of the Memorandum of Understanding [MoU] on Cooperation in Agricultural Research between the Ministry of Agricultural and Farmers Welfare of the Republic of India and the Secretariat of Agriculture, Livestock, Fisheries and Food of the Argentine Republic [hereafter referred to as 'Parties'] concluded at New Delhi, India on 5th July, 2006 and in keeping with their desire to develop, promote an accelerate close collaborative efforts for the development of Agricultural Research and Education, the following Work Plan has been developed by mutual consultation.

**ARTICLE- I
Implementation**

Both Parties will implement the Work Plan on behalf of the respective Governments following the rules and regulations of their countries.

**ARTICLE- II
Application Authorities**

In accordance with Article-I of the Memorandum of the Understanding [MoU], the Indian Council of Agricultural Research/Department of Agricultural Research and Education [ICAR/DARE] under the Ministry of Agriculture and Farmers' Welfare of the Republic of India and the National Institute of Agricultural technology [INTA] under the State Secretary of Agroindustry of the Ministry of Production and Labour of the Argentine Republic shall be responsible for the implementation of this Work Plan.

For the purpose of planning, coordinating, ensuring and evaluating the cooperation activities, the Parties hereby will designate a focal point within forty-five [45] days after the sign of this Work Plan.

The Parties may convene, by mutual consent, others institutions or other areas within their respective organisms for the joint development of the activities agreed.

**ARTICLE-III
Technical Cooperation**

The technical cooperation between the parties will be implemented in the following areas;

- Pork processing: value addition, smart, packaging, traceability, enhancing shelf life; utilization of agro industrial by-products and development of technology packages for commercialization.
- Animal husbandry: large and small ruminant, especially, sheep and goat production.
- Animal Nutrition: utilisation of agro industrial by products as animal feed and amelioration of anti-nutritional factors; improvement of low quality roughages and value addition of feeds.
- Animal disease/ zoonotic diseases, diagnosis, surveillance and diagnostics immunoprophylactics and vaccine production.
- Technology transfer for the development and production in India of a vaccine against bovine sadness syndrome.
- Cloning of genes for virus/disease/pest resistance, abiotic stress, construct preparation and exchange of genes for transformation under collaborative work.
- Production technologies under greenhouse conditions for important exotic vegetables like broccoli, asparagus, iceberg lettuce, cherry tomato, chives, parthenocarpic cucumber, zucchini, and other varieties agreed between the Parties; post-harvest physiology of vegetables.
- Production technologies of floriculture and temperate fruit crops; vacuum impregnation studies for development of functional food based on fruits
- Exchanges of germplasm; procurement of wild species of papaya (viz. *Vasconcellea cauliflora*, *goudotiana*, *monoica* and *parviflora*), guava (*psidium* spp) from Argentina and germplasm exchange in tomato, chilli, capsicum, brinjal, peas, french bean, onion, carrot, melons and cauliflower.
- Development of agricultural production system with application of innovative technologies.
- Development of high yielding rice varieties with disease, lodging, and non-GMO herbicide resistance. All the varieties are developed to stand the highest standards for milling and cooking quality of long grain rice commercial type. New plant architecture named “columnar ideotype” has been developed as well.
- Trout farming both land based and cage culture.
- Development of high growth and disease resistant strains of rainbow trout (*oncorhynchus mykiss*).
- Mariculture of finfish and shellfish, open sea cage farming and sea ranching.
- Marine inland fisheries; resources/ stock/ assessment, population dynamics and predict modelling; conservation and management.
- Fresh water aquaculture of crabs, catfishes, pacu and other fish species agreed between the Parties; freshwater finfish and shellfish hatchery, grow-out culture and farm management.

- Fish preservation and processing; food safety, quality control & hygiene protocols, product development, value addition and waste utilization, ready to eat extruded fish products and retortable pouch and packaging technology and set up referral test facility for quality and safety in fish processing.
- Shrimp hatchery, grow-out production and farm management.
- Bio- security and biosafety protocols in aquaculture.

ARTICLE- IV **Financial Arrangement**

International travel expenses for short term study visit/training shall be borne by the Party sending its representatives, including tickets and airport duties, whereas the host country shall bear accommodation, food and domestic travel expenses.

For training and consultancy, financial arrangements shall be decided by mutual consent of both the Parties.

In order to guarantee the success of the technical cooperation and the objective of this Work Plan, prior to each technical visit, the parties will previously consult with each other in order to confirm funds availability.

ARTICLE-V **Publications and Intellectual property Rights**

General clauses;

1. Each party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to the Work Plan, consistent with respective laws, rules and regulations and **multilateral** agreements to which both parties are **party to**.
2. In case of research is carried out solely and separately by one Party or the research results are obtained through the sole and separate effort of one Party, the party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned party.
3. In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the parties jointly and once granted these rights will be jointly owned by the parties.
4. The parties shall not assign any rights and obligations arising out of the IPR generated to inventions/ activities carried out under the Work Plan to any third Party without prior written consent of the other party.

Commercialization:

In case of research results obtained through joint activities under this Work Plan both the Indian Council of Agricultural Research/ Department of Agricultural Research and Education (ICAR/DARE) and the National Institute of Agricultural Technology (INTA) under the State Secretary of Agroindustry of the Ministry of Production and Labour of the Argentine Republic will apply as co- applicants for the protection of intellectual property rights subject to exclusive rights of both the Parties to commercialize the technology in their respective countries. Commercialization in any other country shall be done jointly through a separate agreement.

Publication:

Any publications, document and/or paper arising out of joint work conducted by the participants pursuant to this Work Plan 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 however be ensured that the official emblem and logo is not misused.

Confidential Information:

1. All information and documents to be exchanged pursuant to the Work Plan will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The Parties will not use the information for purposes other than that specified without the prior written consent of the other party.
2. All confidential information shall remain the exclusive property of the disclosing party. The Parties agree that this agreement and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other party.
3. Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this Work Plan will not be transmitted to a third party, unless otherwise agreed by the Parties.

**ARTICLE-VI
Amendments**

By mutual consent, both Parties of this Work Plan may add, modify, amend or delete any provision of the Work Plan.

**ARTICLE-VII
Settlement of differences**

Any difference arising out of the implementation of this Work Plan shall be settled amicably through consultation or negotiation between the two Parties.

ARTICLE-VIII
Date of effect

This Work Plan will take effect from the date of its signing, and will be valid for three (3) years. For implementation purposes, normal diplomatic channels are to be followed.

Done on **18th day of February, 2019** in THREE (3) original copies in the Spanish, Hindi and English languages, all the texts being equally authentic. In case of any divergence in interpretation, the English text shall prevail.



Dr. Trilochan Mohapatra
Secretary, Department of Agricultural
Research & Education & Director General,
Indian Council of Agricultural Research
(ICAR)



Dr. Luis Miguel Etchevehere
State Secretary of Agroindustry of the
Ministry of production and Labour of
the Argentine Republic

**Joint Declaration of Intent
Between
the Government Secretariat of Modernization of the Republic of
Argentina
and
the Ministry of Electronics and Information Technology
of the Government of the Republic of India
on Cooperation in the field of Information & Communications
Technology and Electronics**

The Government Secretariat of Modernization of the Republic of Argentina and the Ministry of Communications and Information Technology of the Government of the Republic of India (hereinafter collectively referred to as the “Participants” and individually as the “Participant”).

Welcoming the growing partnership between the Republic of Argentina and the Republic of India, including the strengthening of collaboration in the field of Information and Communications Technologies and Electronics (hereinafter referred to as “ICTE”), both Participants share these interests;

Desiring to further develop and strengthen industrial, technological, commercial, research and innovation cooperation between the two countries;

Recognizing the potential for enhanced cooperation in the ICTE sector by leveraging their respective capabilities and competencies to mutual benefits;

Seeking to make sustained efforts to facilitate and promote enhances trade in goods and services, investments, joint initiatives and joint ventures in the ICTE sector.

Have reached the following understanding.

**Section 1
Objectives of cooperation**

The objective of this Joint Declaration of Intent (hereinafter “Joint Declaration”) is to establish an ICT Working Group (ICTWG) in order to promote cooperation and best practices in the areas described in Section 2.

**Section 2
Area of Cooperation**

The main areas of cooperation in the in the field of their competences among the Participants may include the following:

1. Information exchanges between private entities of both countries in the field of ICTE development and related public policy issues and practices;
2. Strengthening collaboration in the ICTE sector in areas of Digital Government, smart infrastructure, e- Health, e- Education and use of emerging technologies, including

cloud computing, artificial intelligence, Big Data, Blockchain , battery technologies etc;

3. Promoting and identifying innovative ways of training and development including through education, distance learning and exchange programmes in the ICTE sector;
4. Sharing best practices on Digital Government projects implementation, reuse of products, platforms and services such as e-offices, e-court, e-Dashboard, e-Procurement application, among others with configuration flexibilities, for making them readily available with little customization;
5. Cooperation and sharing best practices in Digital ID to improve the quality of digital public services provided by the countries;
6. Cooperate in the area of cyber security among national agencies apex bodies on cyber security readiness, i.e. Computer Emergency Response Team of India (CERT-In) and Computer Emergency Response Team of Argentine (ICIC CERT);
7. Cooperation to evaluate, pre- qualify and nominate suitable IT companies from their respective countries to implement as well as partner and collaborate together in implementing Projects in both countries.
8. Discuss human resources management policies for deploying high- skilled Information Technology professionals to ensure that companies in both countries have access to talent that fosters economic growth and innovations;
9. Enhance capacity in Financial and Digital Inclusion to generate activities such as sharing good practices, exchanging experiences and conducting joint studies and research for Societal benefits of digital literacy programs:
10. Promoting SME and start-up ecosystem by sharing of information on accelerator, venture capital, capital, incubator of technology startups and of support for exchange of startups with accelerators and incubators of the Participants;
11. Participating in international events organized by each country as appropriate.

Section 3 Funding and Resources

1. The implementation of cooperative activities under this Joint Declaration is subject to the availability of funds, manpower and other resources of the Participants.
2. The Participants anticipate sharing the cost of such cooperative activities; as determined jointly between them.

Section 4

ICTWG Function

1. The ICTWG, which comprises representatives of the Participants, other relevant Government agencies, other relevant stakeholders, and private sector representatives of both countries under the direction of the Government Secretariat of Modernization of the Government of Argentina and the Ministry of Electronics & Information Technology of the Government of India is to oversee cooperation pursuant to the Joint Declaration.
2. The ICTWG should define modalities and mechanisms for identifying and implementing mutually decided activities carried out through this Joint Declaration, including aspects related to feasibility, funding and reporting mechanisms.

Section 5

Commencement of Cooperation, Modification and Discontinuation

1. The Joint Declaration becomes operative on the date of its signature for a period of two years. Thereafter, the Participants may consider renewing the Joint Declaration for one additional period.
2. Either Participants may discontinue cooperation under the Joint Declaration, by providing a written notification to another with by expressing its intention to discontinue cooperation under this Joint Declaration, at least six months in advance.
3. The Declaration may be modified by mutual arrangement. The Participants expect that such modifications would apply from the date of the written confirmation by the Participants to each other.
4. It is understood that cooperative activities underway at the time this Joint Declaration ceases to operate would continue until their corresponding conclusion.
5. This Joint Declaration is not an international agreement and does not give rise to international legal rights or obligations.
6. This Joint Declaration is a framework for enabling discussions on various issues in ICTE domain. The Participants expect that specific proposals/projects evolving through such discussions would be implemented through specific agreements to be signed between the Participants concerned.

Section 6

Differences regarding the interpretation and application of the Joint Declaration of Intent

Any differences regarding the interpretation and application of this Joint Declaration may be resolved by consultations between the participants.

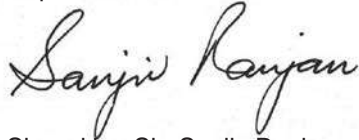
Signed in duplicate in the City of New Delhi on 18th February of 2019, in Hindi, Spanish and English languages, each text being equally authentic. In case of any divergence of interpretation, the English text will prevail.

For and on behalf of the Government
Secretariat of Modernisation of the
Republic of Argentina

A handwritten signature in black ink, appearing to be 'AI' with a stylized flourish.

Signed by: Dr. Andres Ibarra
Designation: Secretary, Government
Secretariat of Modernization

For and on behalf of the Ministry
of Communications & Information
Technology of the Government of the
Republic of India

A handwritten signature in black ink, clearly legible as 'Sanjiv Ranjan'.

Signed by: Sh. Sanjiv Ranjan
Designation: Ambassador of India to
Argentina

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GLOBAL CENTER FOR NUCLEAR ENERGY PARTNERSHIP
OF THE REPUBLIC OF INDIA
AND
THE NATIONAL ATOMIC ENERGY COMMISSION
OF THE ARGENTINE REPUBLIC**

The Global Centre for Nuclear Energy Partnership, located at village Jasaurkheri, Tehsil Bahadurgarh, District Jhajjar, Haryana, India hereinafter referred to as “**GCNEP**”;

And,

The National Atomic Energy Commission, having its registered office at Av. Del Libertador 8250, 1429, Ciudad Autónoma de Buenos Aires, Argentina, hereinafter referred to as “**CNEA**”; and hereinafter collectively referred to as the “Parties” and individually as a “Party”,

Whereas, GCNEP is an organization under the Department of Atomic Energy, Government of India that conducts research, design and development of nuclear systems, and organizes training, seminars, lectures and workshops on topical issues by Indian and International experts in order to develop a pool of trained human resource, and promotes global nuclear energy partnership through collaborative research, training programmes and consultancy services;

Whereas, CNEA is an Argentine public organization under the Ministry of Treasury, devoted to research and development in the fields of science and technology for the peaceful uses of nuclear energy, with extensive experiences in scientific research, technological development and services;

Whereas, the Agreement between the Government of the Argentine Republic and the Government of the Republic of India for Cooperation in the peaceful Uses of Nuclear Energy signed on September 23, 2010, which provides the framework for cooperation in peaceful uses of atomic energy between related organizations in India and Argentina;

Whereas, GCNEP and CNEA have considered the mutual benefit that may rise from close cooperation in the peaceful uses of atomic energy; and

Whereas, GCNEP and CNEA intend to enter into formal Memorandum of Understanding (hereinafter referred to as the “MoU”) to realize this mutually beneficial cooperation;

Now therefore, the Parties hereto have reach the following understanding:

ARTICLE 1: OBJECTIVE

The general objective of this MoU is to strengthen the technical cooperation among the Parties in the fields of atomic energy for peaceful purposes. Subject to the provisions

of this MoU and the laws, rules, regulations and national policies of the Parties, such cooperation will be conducted on the basis of mutual benefit, equality and reciprocity.

ARTICLE 2: FIELDS OF COOPERATION

- 2.1 Both Sides may discuss and plan for cooperation in the fields of:
- a) Basic and applied research in the peaceful uses of nuclear energy;
 - b) Materials
 - c) Production and utilization of radioisotopes in industry, medicine and agriculture;
 - d) Training of human resources;
 - e) Nuclear fuel for nuclear power plants and research reactors;
 - f) Nuclear medicine;
 - g) Treatment and management of radioactive waste and
 - h) Other areas of cooperation to be agreed upon writing by the Parties.
- 2.2 Based on specific requirements and request of the Parties, GCNEP and CNEA will organize capacity building programmes in India or Argentina as per mutually agreed, course content and schedules for the personnel of each Party and may offer consultancy services in technical areas related to Nuclear Power Projects. Financial arrangements for these services will be agreed between the Parties through a separate Inter-Agency between GCNE and CNEA.
- 2.3 The capacity building programmes and consultancy services may include one or more of the following areas:
- a) Key aspects of nuclear power plant system:
 - b) Nuclear safety and regulation;
 - c) Review of site evaluation and survey reports, soil stabilization reports, plant design and layout, design documents and safety reports on civil structures crucial for safety.
 - d) Review of Project safety analysis reports, Design reports, Safety study reports, Reliability analysis reports, Probabilistic safety analysis reports and quality assurance systems.
 - e) Review of facilities, systems and procedures associated with physical protection, and safeguards requirements;
 - f) Review of documents, plans, procedures and reports for commissioning of plant equipment, systems and application for commissioning consent;
 - g) Any other service connected to nuclear power projects, mutually agreed.

ARTICLE 3: FORMS OF COOPERATION

The activities carried out by the Parties in the areas identified in this MoU may include the following:

- a) Organizing joint research in the area identified above and any other areas that might seem of importance to the Parties;
- b) Organizing training, seminars, workshops, lectures by researchers/experts from the Parties on topical issues to develop a pool of trained human resource;
- c) Organizing visits of individuals or team from one Party to the facilities of the other;
- d) Organizing visits of scientists from the Parties to attend scientific conferences, exhibitions on nuclear technology;
- e) Exchange information from one Party to the other;
- f) Organizing meetings to discuss specific technical topics and cooperative activities; and
- g) Deputation of experts for consultancy services in specific areas.

The detailed activities above will be carried out based on mutual consultations between the Parties.

ARTICLE 4: COORDINATION

Each Party will designate a Principal Coordinator to guide the cooperative activities. The Principal Coordinators will be the central point of contact for each Party, through whom all communication concerning the arrangements for cooperation will be made. The Principal Coordinators will establish communication among the representatives for an effective coordination of the cooperative activities. The Principal Coordinators of each Party will determine and facilitate in the preparation of the special written arrangements that are needed to support specific cooperative activities.

The initial Principal Coordinators are as follows:

For GCNEP

Name: Ranajit Kumar

Title: Chairman, Advisory Council,

GCNEP

Address: Anushakti Bhawan, C.S. Marg,

Mumbai -400001

Telephone: +91-22-22043041

E-mail: ranajitk@dae.gov.in

For CNEA

Name: Juan L. Ferrer

Title: Institutional Relations

Manager

Address: Av. Del Libertador

8250, 1429, Buenos Aires, Argentina.

Telephone: +54-11-47041045

Email: ferrer@cnea.gov.ar

ARTICLE 5: LEGAL AND FINANCIAL OBLIGATIONS

This MoU does not create legally binding rights and obligations for either Party. All the activities under this MoU shall be subject to the availability of appropriate funds and personnel and subject to the laws and regulations of the respective Parties.

ARTICLE 6: INTELLECTUAL PROPERTY RIGHTS

The Parties agree that, in the event of a research collaboration leading to patent rights, copyright and other intellectual property rights, a further agreement shall be established in each case in accordance with the laws of the Parties on intellectual property.

ARTICLE 7: CONFIDENTIALITY

7.1 Information and communications transmitted between GCNEP and CNEA shall not be disclosed by either Party to any third Party.

7.2 Paragraph 7.1 shall not apply to:

- a) Information which at the time of disclosure is generally known to the public;
- b) Information which becomes available to the public without any responsibility of each Party;
- c) Information disclosed by an authorized third party to each Party;
- d) Information which each Party agreed to disclose in a prior written agreement.

ARTICLE 8: DURATION, AMENDMENT AND TERMINATION

This MoU shall enter into force on the date of the final signature of the Parties and shall remain in force for five (05) years and be automatically renewed for further five- year periods, unless either Party notifies the other in writing, three months prior to an expiration of the first five-year period or each succeeding five year period of its intent to terminate the MoU. It may be extended or amended by mutual consent of the Parties.

This MoU may be terminated upon a six-month advance notice in writing by the Party seeking to terminate it. Such a termination shall be without prejudice to the right which may have occurred under this MoU to either Party up to the date of such a termination.

ARTICLE 9: ENTIRE AGREEMENT

This MoU constitutes the entire agreement between the Parties and it supersedes all previous undertakings and agreements made between the Parties with respect to the subject matter, and it shall not be modified except through a mutual agreement in writing by the Parties.

ARTICLE 10: GOVERNING LAW

The validity and performance of this MoU shall be governed by and interpreted in accordance with the laws of the respective Parties.

ARTICLE 11: DISPUTE SETTLEMENT

Any issue arising from the interpretation or implementation of this MoU will be settled through negotiation and consultations between the Parties in the spirit of friendly relations and cooperation between India and Argentina;

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments have signed the MoU,

Done at New Delhi in two (2) originals, each in English, Hindi and Spanish languages on the 18th day of February 2019. In case of any discrepancy between the Hindi, Spanish and the English versions, the English version shall prevail.

For GCNEP



Sh. Sanjiv Ranjan
Designation: Ambassador of India to
Argentina

For CNEA



Osvaldo Calzetta
Designation: President, National Atomic
Energy Commission (CNEA)

**AGREEMENT
BETWEEN
THE REPUBLIC OF INDIA
AND
THE ARGENTINE REPUBLIC
FOR THE ESTABLISHMENT OF A
INDIA-ARGENTINE CENTRE OF EXCELLENCE FOR
INFORMATION TECHNOLOGIES
(IA-CEIT)**

The Argentine Republic and the Republic of India hereinafter referred to as “the Parties”;
MINDFUL of their cordial, friendly relations and mutual cooperation existing between the two countries;

ACKNOWLEDGING the broad potential for cooperation between both countries, particularly in the Information Technology and Telecommunication sector, and their shared desire to translate this potential into concrete measures

HAVE agreed on the following:

**ARTICLE 1.
OBJECTIVE**

The objective of this Agreement is to establish an India-Argentina Centre of Excellence for Information and Technologies (IA-CEIT) in Argentina

**ARTICLE 2.
AREAS OF COOPERATION**

Cooperation with the Government of the Argentine Republic in the field of application of Information Technologies shall be extended by the GOI through the following measure:

- (i) Establishment of a centre for training in advance areas of information and communication technology, as mutually agreed.
- (ii) Provision of academic material to train up to 500 students per year for a period of two years.
- (iii) Deputation of a Technical expert (English speaking) for an initial period of two years, which can be increased further for two more years, with mutual agreement.
- (iv) Training of upto eight Argentine Master Trainers in India.
- (v) Training certificates will be granted to participants in the course given by IA-CEIT.
- (iv) To ensure sustainability of the project post hand-over, periodic meetings between representatives of the Parties will be held as mutually agreed upon interval for review

and evaluation of the status of the CEIT and to identifying any follow up action, as appropriate.

ARTICLE 3. COMMITMENT OF THE PARTIES

From the Government of the Republic of India:

These cooperation measures will be financed by GOI, including provision of the following:

- i. Required software and other equipment for equipping the four computer labs catering to 20 participants each.
- ii. Necessary course material for different type of courses offered by the implementing agency at IA-CEIT.
- iii. Deputation of a Technical Expert (English speaking), as Centre Head, for an initial period of two years, for imparting training, hand – holding and centre supervision. The deputation period can be increased further for two more years, with mutual agreement. The Indian Technical experts shall be the Centre Head for the first year of Centre Operations.
- iv. Training of up-to eight Argentine Master Trainers in India with provision of furnished lodging local transportation, Communication and medical facilities for these Argentine expert(s) during their period of training in India.

From the Argentine Republic

- i. The premises of the proposed IA-CEIT will be located at National Institute of Education Technology (INET). This Institution shall also be the nodal agency for the Government, responsible for the following:
- ii. Provide building with necessary space, civil refurbishing, electrical wiring, furniture, connectivity (phone/fax/internet), stabilized power with backup, water, heating/air conditioning etc.; the size of the required premises will be mutually agreed.
- iii. Provide at least four computer labs each with 20 desktop computers connected over LAN and loaded with latest anti-virus and Office tools, projectors, and UPS (uninterrupted power supply).
- iv. Provide free furnished accommodation, local transport, communication & medical facility for India expert(s) deputed/travelling to Argentina in connection to the project; Provide office space, communication facility, GRATIS VISA etc. for Indian experts(s) deputed/ travelling to Argentina in connection to the project;
- v. Facilitate the exemption of custom duties, internal taxed and other fiscal charges for the products & services supplied by India to Argentina under this project. A separate understanding, to the satisfaction of both the parties, shall be reached on this matter for starting the implementation of the project.

- vi. Arrange for customs clearance of supplies from India/third country at airport/ seaport/ land port in Argentina and its transportation to IA-CEIT within the shortest period;
- vii. Coordinate for local activities during commissioning and training and provide necessary instruments, tools, local staff etc.;
- viii. Identification and provision of a Deputy Centre Head of IA-CEIT, who will take charge of the centre as its head after the first year of operation.
- ix. Identification and provision of supporting technical and administrative officials/staff including master trainers to be trained in India and to manage smooth implementation and functioning of IA-CEIT. Government of Argentina to ensure the availability of faculty members trained in India to work with IA-CEIT for a period of minimum two years;
- x. Provide day-to-day financial and management assistance to IA-CEIT including but not limiting to payment of salaries to local staff, internet bandwidth, expenditure on communication, electricity, water, security and other recurring expenditure;
- xi. Provide statutory approval and permission required for establishment and operation of IA-CEIT.

ARTICLE 4. IMPLEMENTATION AGENCY

For the purposes of the implementation, coordination and monitoring of this Agreement, the Parties designate the National Institute of Technological Educational (INET) of the Argentine Republic and an authority to be designated by the Republic of India. The aforementioned implementing authorities, within the scope of their competences, may sign specific agreements for those aspects not contemplated in this agreement and necessary for the operation of IA-CEIT.

ARTICLE 5. SUSTAINABILITY

Both Parties shall undertake necessary measures to ensure the sustainability of the IA-CEIT.

- i. After the first year of operations. Deputy Centre Head provided by the Government of Argentine Republic, shall take charge as the Head of IA-CEIT and the technical Expert provided by the GOI would assume the role of Adviser to the IA-CEIT for the remaining duration of his deputation and IA-CEIT shall be administered by official/ staff from Argentine side.
- ii. Three master trainers shall be trained in India, prior to commencement of training activities in IA-CEIT and 3 more master trainers shall be trained in India within two years of centre operations. These master trainers shall conduct training for students as well as shall prepare more master trainers, as may be required at IA-CEIT.

- iii. Government of the Argentine Republic shall ensure master trainers fulfil their commitment for at least two years from the commencement of their deployment at the IA-CEIT.
- iv. The implementing authorities will eventually be able to evaluate different forms of financing to finance IA-CEIT activities.

**ARTICLE 6.
INTELLECTUAL PROPERTY RIGHTS**

- i. This Agreement does not extend any express or implied licences or other rights by one Party to any other Party under any background Intellectual Property.
- ii. All rights and title to Sole Intellectual Property shall belong to the Party whose employee(s) invented, developed, created or discovered such Sole Intellectual property and, except for Article 6 (iii) below, shall not be subject to the terms and conditions of this Agreement.
- iii. All right and title to sole Intellectual Property shall belong jointly to the parties whose employee(s) invented, developed, creates or discovered such joint Intellectual Property. Each party represents that its employees have an obligation to assign their rights to that Party.
- iv. Each Party shall promptly and fully disclose to the other Party any Joint or Sole Intellectual Property developed by that Party's employees such disclosures to be maintained as confidential by the receiving Party and subjects to terms of a separate confidentiality agreement negotiated among parties.
- v. Each party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to the Agreement, consistent with their respective laws, rules and regulations and multilateral agreements to which both parties are party to.
- vi. The parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under the Agreement to any third party without consent of the other party.

**ARTICLE 7.
CONFIDENTIALITY AND NON-DISCLOSURE**

The Parties confirm that neither party shall disclose nor distribute to any third party any information transmitted by the other party in the process of cooperative activities under this Agreement, except as and to the extent authorized in writing to do so by the other party or required by Judicial process. Any such information/data/report in public domain shall not be treated as confidential.

**ARTICLE 8.
AMENDMENT**

This Agreement may be amended and supplemented in writing at any time as agreed by mutual written consent of both the parties.

**ARTICLE 9.
SETTLEMENT OF DISPUTES**

If any dispute, difference or question arises at any time between the Parties concerning the interpretation, for implementation and/or application of any of the provisions of this Agreement, it may be settled amicably through direct consultations or negotiations between the Parties.

**ARTICLE 10.
ENTRY INTO FORCE AND TERMINATION**

This Agreement shall enter into force on the date of its signing by the Parties. The duration of this Agreement shall continue until the conclusion of the project India-Argentina Centre of Excellence for Information and Technologies (IA-CEIT).

This Agreement may be denounced in writing by one of the Parties and it shall cease to have legal effects ninety days after the date the other Party received the note.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Parties, have signed this Agreement.

Signed at New Delhi on this day of 18th February 2019 in two originals each in Hindi, English and Spanish languages, all texts being equally authentic. In the event of any divergence of interpretation, the English text shall prevail.



For the Republic of India
Sanjiv Ranjan
Designation: Ambassador of India to
Argentina



For the Republic of Argentina

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CENTRAL COUNCIL FOR RESEARCH IN HOMOEOPATHY
An autonomous organization under the
MINISTRY OF AYUSH, GOVERNMENT OF THE REPUBLIC OF INDIA
and
UNIVERSIDAD MAIMONIDES (ARGENTINA)
On
COOPERATION IN THE FIELD OF
RESEARCH and EDUCATION in HOMEOPATHIC MEDICINE**

The Central Council for Research in Homeopathy (CCRH), Ministry of AYUSH, Govt. of India and the Universidad Maimonides (hereinafter referred to as individually as “the Party” and collectively referred to as “the Parties”)

Desiring to strengthen and develop co-operation in the field of Research and Education in Homeopathic Medicine

HAVE REACHED the following understanding:

**Article 1
OBJECTIVE**

The Parties subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each country, agree to strengthen, promote and develop co-operation in homeopathy between the two Institutions on the basis of equality and mutual benefit.

**Article 2
AREAS OF COOPERATION**

Each Party will endeavor to take necessary steps to encourage and promote co-operation in the following areas and/or forms:

- a) Participation in joint research projects; International projects; metanalysis, randomized, pragmatic multicentric and basic research studies, in areas of mutual interest;
- b) Exchange of information, documentation and scientific publications;
- c) Joint organization of conferences, seminars, workshops and symposia;
- d) Exchanging experts for training of practitioners, scientists, teaching professionals and students;
- e) Accommodating interested scientists, practitioners and students in institutions for research, educational and training programmes;

- f) Joint research projects may include, but are not limited to: **Education and Research in Homeopathic medicine**
- g) Any other areas and/or forms of co-operation, including education activity, courses, seminars, expert meetings etc. mutually agreed upon subsequently by the Parties.

Article 3
FINANCIAL ARRANGEMENTS

- a) The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this Memorandum of Understanding shall be mutually agreed upon by the respective Parties on a case-to-case basis subject to availability of funds; and
- b) Notwithstanding anything contained in paragraph (a) above, expenses for organizing the meetings and conferences within the framework of this Memorandum of Understanding shall be borne by the Party hosting the events. The Party, which is sending its representatives for participation in the said events, if any, shall bear their own travel and living expenses.

Article 4
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

A. General Clauses

- i. Each party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MoU, consistent with their respective laws, rules and regulations and international agreements to which both parties are committed.
- ii. In case research is carried out solely and separately by the party or the research results are obtained through the sole and separate efforts of the Party, the party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned party.
- iii. In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the parties jointly and once granted these rights will jointly owned by the parties.
- iv. The Parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under the MoU to any third Party without consent of the other part.

B. Commercialization

In case of research results obtained through joint activities under this MoU both parties will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the Parties to commercialize the technology in their respective countries. Commercialization in any other country shall be done jointly through a separate agreement.

C. Publication

Any publication, 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 however be ensured that the official emblem and logo is not misused.

D. Confidential Information

- i. All information and documents to be exchanged pursuant to the Memorandum of Understanding will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The parties will not use the information for purposes other than that specified without the prior written consent of the other party.
- ii. All Confidential Information shall remain the exclusive property of the disclosing party. The parties agree that this agreement and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.
- iii. Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by the Parties.
- iv. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

Article 5

REVISION, MODIFICATION AND AMENDMENT

- a) Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding;
- b) Any revision, modification or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- c) Such revision, modification or amendment shall come into force on such date as may be determined by the Parties; and
- d) Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding prior or up to the date of such revision, modification or amendment.

Article 6

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of

Understanding shall be settled amicably through mutual consultation and/or negotiation between the Parties through diplomatic channels, without reference to any third party or international tribunal.

Article 7
ENTRY INTO FORCE, DURATION AND TERMINATION

- a) This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of five (5) years;
 - b) Thereafter, it shall be automatically extended for a further period of five (5) years;
 - c) Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing through diplomatic channels, at least six (6) months prior to its intention to do so; and
 - d) The termination of this Memorandum of Understanding shall not affect the implementation of on-going activities and/or programmes which have been agreed upon before the date of the termination of this Memorandum of Understanding.
- IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective institutions, have signed this Memorandum of Understanding.

DONE at Universidad Maimonides, Buenos Aires Argentina, on August the 26th 2016, in two (2) originals each, in the English and Hindi English languages, all texts being equally authentic. In the event of any divergence of interpretation, the English text shall prevail.



FOR THE CENTRAL COUNCIL FOR
RESEARCH IN HOMEOPATHY
Name: Dr. Raj Kumar Manchanda
Designation: Director General



FOR UNIVERSIDAD MAIMONIDES
Name: Dr. Ernesto Goberman
Designation: Presidente del Consejo

**Memorandum of Understanding
Between
Central Council for Research in Ayurvedic Sciences,
Ministry of AYUSH, the Government of the Republic of India
(Hereinafter referred to as “CCRAS”)
and
The Government of Instituto Universitario del Gran Rosario
(Hereinafter referred to as “IUGR”)
and
The Government of Fundacion de Salud Ayurveda Prema
(Hereinafter referred to as “Ayurveda Prema”)
on
THE ESTABLISHMENT OF THE AN “ACADEMIC CHAIR”
IN AYURVEDA
(Hereinafter referred to as “Chair”)**

Whereas the “CCRAS”, an autonomous body of Ministry of AYUSH, Government of the Republic of India (hereinafter referred to as ‘First Party’ and the University Instituto Universitario del Gran Rosario of Argentina, (hereinafter referred to as Second Party), Fundacion de Salud Ayurveda Prema of Argentina (hereinafter referred to as Third Party), (hereafter collectively referred to as ‘the Parties’) are desirous to strengthen and further develop cooperation between the three institutions in the field of traditional systems of medicine, and have agreed to sign a Memorandum of Understanding (MoU) to set up a Chair in Ayurveda.

The Chair will function under the Instituto Universitario del Gran Rosario in association with Fundacion de Salud Ayurveda Prema.

HAVE REACHED the following understanding:

1. SCOPE OF ACTIVITIES/ OBLIGATIONS OF THE CHAIR

The Chair to be set up in the identified institution will be in line with the educational requirements of the said institution. In the identified institution the Chair to be set up will;

- 1.1 Undertake academic and research activities in Ayurveda/ Unani/ Siddha/ Homoeopathy in accordance with the requirement of the identified institution.
- 1.2 Design academic standards and short/ medium term courses with reference to the needs of the institution and educational guidelines of the Ayurveda/ Unani/ Siddha/ Homoeopathy in India.
- 1.3 Seek continuous improvement in the curriculum development, providing tutorials to regular students, promoting research activities and innovations in AYUSH Systems of Medicine.

- 1.4 Provide academic leadership to the institution, primarily through demonstrating and fostering excellence in teaching, research, and policy development related to Ayurveda at the varieties of levels within the discipline.
- 1.5 Explore feasibility of collaborative research and drawing up strategies for dissemination of results of completed studies.
- 1.6 Act as credible source of AYUSH related information for Argentina.
- 1.7 Conduct workshops/ seminars/conference on Ayurveda.
- 1.8 Advocate the safe use of Ayurveda system in Argentina.
- 1.9 Identify in the institution existing academic/ research programmes on Ayurveda, their strength & gaps and provide inputs in this regard to the institution.
- 1.10 Take other incidental responsibilities pertaining to the above as may be determined by the institution such as providing clinical services for practical demonstration at the Hospital/ dispensary attached to the institution.
- 1.11 Abide by the institution's Code of Conduct to the extent that they do not come into conflict with the terms' and conditions of his/ her commitment to the First Party, which is the deputing authority.

2. RECOGNITION OF THE SPONSORSHIP AND PROTECTION OF IPRs

- 2.1 The Second Party shall award appropriate publicity to the sponsorship of the Chair by the First Party in its internal and external publications related to the Chair.
- 2.2 Any official document published under the auspices of the Chair, will be subject to the rules, regulation, policies and procedure of the identified institution.
- 2.3 (a) Each party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MoU, consistent with their respective laws, rules and regulations and international to which both parties are committed.
- 2.3 (b) In case research is carried out solely and separately by the Party or the research results are obtained through the sole and separate efforts of the Party, the party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned party.
- 2.3 (c) In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by the parties jointly and once granted these rights will jointly owned by the parties.

- 2.3 (d) The Parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under the MoU to any third Party without prior written consent of the other parties.
- 2.3 (e) In case of research results obtained through joint activities under this MoU the parties will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of the Parties to commercialize the technology in their respective countries. Commercialization in any other county shall be done jointly through a separate agreement.
- 2.3 (f) Any publication, 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 the participants. It may however be ensured that the official emblem and logo is not misused.
- 2.3 (g) All information and documents to be exchanged pursuant to the Memorandum of Understanding will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The parties will not use the information for purposes other than that specified without the prior written consent of the other parties.
- 2.3 (h) All Confidential Information shall remain the exclusive property of the disclosing party. The Parties agree that this MoU and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipients in respect to any intellectual property right of any other Party.
- 2.3 (i) Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanges under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by the Parties in writing.
- 2.3 (j) All parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

3. VISA AGREEMENTS

- 3.1 The First Party will arrange official passport for the Chair and for his/her spouse and appropriate visa would be obtained on this official passport in accordance with the immigration rules of the Argentina.
- 3.2 The Second Party will advise the First Party on the appropriate visa and other related documents required to be obtained for the Chair (and for his/her spouse), which would ensure entrance into, residence in and permission to carrying out his/

her assignment in identifies institution under the Second Party for the duration of this appointment.

- 3.3 The Second Party will also provide whatever documentation is required from the institution by the immigration authorities of Argentina for issue of the appropriate visa to the Chair (and to his/her spouse).
- 3.4 The First Party will then approach the Mission of the country in India for obtaining the relevant visa and any related documents covered under Article 3.3.
- 3.5 The Chair must ensure compliance with the rules, regulations and procedures for obtaining the relevant visa.
- 3.6 The visa and other related documents must be obtained prior to entering Argentina.
- 3.7 The Chair is required to comply with all conditions of the visa and is responsible for providing the identified institution under the Second Party with original evidence of his/her visa and advising the institution if his/her visa status changes at any time during his/her stay in Argentina.

4. ISSUES RELATING TO APPOINTMENT OF THE CHAIR

A. OBLIGATIONS OF FIRST PARTY

- A 1. In order to appoint a suitable Indian candidate to head the Chair, a Screening Committee would be set up in the Ministry of AYUSH to shortlist the candidates by screening their applications/CVs on the basis of specified eligibility criteria and recommend to the Selection Committee.
- A 2. Selection Committee consisting of the Joint Secretary of the Ministry of AYUSH, DG/Director of the concerted Institute/ Council, a representative of Ministry of External Affairs (MEA) shall make a panel of suitable candidates (not more than three) in order of preference, on the basis of personal interviews and other relevant criteria. The concurrent of the Second Party for selected candidate(s) for the Chair by the First party will thereafter be obtained through circulation.
- A 3. The tenure of the Chair shall be initially for a period of one year, from the date of appointment, extendable to total period of 3 years, based on annual review of the performance of past year (s) with mutual agreement of the Parties.
- A 4. The First Party shall inform the Second Party six month prior to the date of expiry of tenure of its intention either to continue or to terminate the sponsorship in consultation with High Commissioner / Ambassador of India in Argentina.

- A 5. In case the activities of appointee (Chair) are not found satisfactory, the First Party in consultation with the High Commissioner/ Ambassador of India in Argentina will reserve the right to terminate appointment of the officer to the Chair prior to the normal expiry of contract period.
- A 6. The First Party shall meet costs relating to the salary and appropriate allowances of the selected Indian candidate, air fare in respect of the Indian candidate and his/her spouse as per their entitlement (economy fare in case of retired candidate) at the time of joining and completion of tenure and once in a year in case the tenure is extended.
- A 7. The amount will be transferred to the Indian High Commission/ Embassy for the disbursement of remuneration/salary to the Chair.
- A 8. Matters which are not covered above will be referred to the First Party whose decision shall be final.

B. OBLIGATIONS OF SECOND PARTY

- B 1. The Chair shall be identified as the "Professor of Ayurveda Medicine".
- B 2. The Second Party shall provide appropriate rent free fully furnished family accommodation with all basic facilities to the Chair commensurate to his status.
- B 3. The Second Party shall provide health (medical) insurance to the Chair, his/ her spouse and minor child/ children (limited to two children).
- B 4. The Second Party shall provide transportation during official assignments.
- B 5. The Second Party shall provide suitable office space, secretarial assistance and other assistance consistent with the efficient functioning of the Chair, such as a personal computer with Internet and telephone etc.
- B 6. The facilities provided by the Second Party should be appropriate to the status of the Chair appointee and acceptable to the High Commission/ Embassy of India.
- B 7. Institution under the Second Party will provide 30 days leave to candidate in a year (no carry over or credit or encashment for un-availed leave).
- B 8. The Human Resource and Finance policies of the Second Party will apply in engaging the Chair. The candidate will be appointed at the level of Professor or at the equivalent rank.
- B 9. The University may also make funding available to the Chair for activities, including travel, linked to research and development activities associated with the Chair. The quantum of funding and the activities to be covered under such funding will

be decided between the Professor and the Institution while maintaining parity with similar funding being given to other Visiting Professors at the University.

- B 10. Every year, the Second Party will convey to the First Party and the Chair about its curricular needs for the following academic year in advance.

5. OTHER PROVISIONS

- 5.1 The Parties agree to comply with all national, state or local laws, rules and regulations applicable to the respective Party in its own country in the implementation of this MoU.
- 5.2 Nothing in the MoU is intended to or should be construed to create a partnership, joint venture or employment relationship or to impose either party any right, obligation or duty that might arise out of a partnership, joint venture or employment relationship. Neither party shall have any right or authority to bind, speak for or contract on behalf of the other Party.
- 5.3 First and Second Party hereby recognize Fundación Ayurveda Prema as the institution in charge of the implementation of the academic and research programs related to the Chair signed in this MOU. Parties hereto hereby accept and recognize Fundación Ayurveda Prema as the institutional liaison through which both Parties shall relate one to another pursuant to this MOU

6. ENTRY INTO FORCE, DURATION, AMENDMENTS, TERMINATION AND SETTLEMENT OF DISPUTES.


- 6.1 This present MoU shall come into effect from the date of its signature and shall remain in force for a period of three (3) years. Thereafter, it may be renewed for another three (3) years by mutual written consent of the Parties. Notwithstanding date of signature hereof, the Chair will commence on the date of appointment of the Chair and shall continue initially for a period of one year.
- 6.2 (a) Either Party may request in writing for revision, modification or amendment of all or any part, of this Memorandum of Understanding.
- 6.2 (b) Any revision, modification or amendment agreed to by the Parties shall be in writing and shall forms part of this Memorandum of Understanding.
- 6.2 (c) Such revision, modification or amendment shall come into force with effect from date as may be determined by the Parties; and 6.2(d) Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding prior or up to the date of such revision, modification or amendment.

- 6.3 (a) A request for continuation and/or termination of this MoU could be initiated by either party and should so be done through a written notice at least three months prior to the proposed date of expiry.
- 6.3 (b) Termination of this MoU under the above clause will not operate to prejudice the Chair engaged as at the date of termination in the program.
- 6.3 (c) The responsibilities of ensuring that the Chair is not prejudiced and of ensuring that necessary funding would be provided would be borne by the Party that requested the termination.
- 6.4 Any dispute arising out of the interpretation, application or implementation, of any provision of this Memorandum of Understanding (MoU) shall be settled amicably through mutual consultation and/or negotiation between the Parties through diplomatic channels, without reference to any third party or international tribunal.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Parties, have signed this Memorandum of Understanding.

Signed at Kolkata on this in three (3) originals, each English, Hindi and Spanish languages, all texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.

For and on behalf of the
CCRAS




Name: Prof. K. S. Dhiman
Designation: Director
General

For and on behalf of the
Instituto Universitario del
Gran Rosario

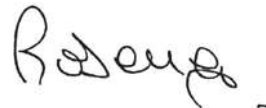


Name: Dr. Jorge Luis Berra
Designation: In
representation of Ing. Javier
Macchi Rector

For and on behalf of
the Fundacion de Salud
Ayurveda Prema



Name: Dr. Jorge Luis Berra
Designation: Director & Lic.
Rosa Ana Molho President



JOINT DECLARATION

The Central Council for Research in Ayurvedic Sciences,
Ministry of AYUSH, Government of the Republic of India
(Hereinafter referred to as "CCRAS")

and

The Government of Instituto Universitario Del Gran Rosario, Argentina
(Hereinafter referred to as "IUGR")

and

The Government of Fundacion de Salud Ayurveda Prema, Argentina
(Hereinafter referred to as "Ayurveda Prema")

declare

the joint intension to extend the tenure of the Memorandum of Understanding (MoU) signed on 30th November, 2016 on the establishment of the Academic chair in Ayurveda.

According to the para 6.1 of the referred contract, the MOU shall remain in force for a period of three (3) years. Thereafter, it may be renewed for another three (3) years by mutual written consent of the Parties.

Parties express the intention to extend the mandate of MoU for another three (3) years till 30th November, 2022.

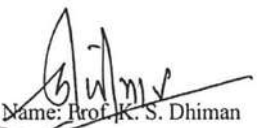
The parties consider the provisions of the MoU as binding, so the conditions of the original mandate are unchanged.

Signed on in four originals in the English Language.

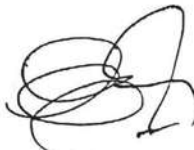
For and on behalf of
CCRAS

For and on behalf of IUGR

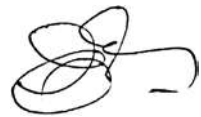
For and on behalf of
Ayurveda Prema



Name: Prof. K. S. Dhiman
Designation: Director
General



Name:
Designation:



Name: Dr. Jorge Luis Berra
Designation: Director

**PROGRAMME OF COOPERATION IN SCIENCE AND TECHNOLOGY
BETWEEN
THE MINISTRY OF SCIENCE, TECHNOLOGY AND PRODUCTIVE
INNOVATION
OF THE
REPUBLIC OF ARGENTINA
AND
THE DEPARTMENT OF SCIENCE AND TECHNOLOGY OF THE
REPUBLIC OF INDIA**

IN PURSUANCE of the Basic Agreement on Technical and Scientific Cooperation between the Government of the Republic of Argentina and the Government of the Republic of India concluded in 1985, and taking into account the Programme of Cooperation signed between the former Secretariat of Science, Technology and Productive Innovation and the Department of Science and Technology for the period 2004-2006, 2009-2011, the Ministry of Science, Technology and Productive Innovation of the Argentine Republic and the Department of Science & Technology, Ministry of Science & Technology of the Government of India, hereinafter "The Parties" have agreed upon the following Programme of Cooperation (POC) in the field of Science and Technology.

**Article I
Implementing Agencies**

The Department of Science & Technology (DST), Ministry of Science & Technology, of the Republic of India and The Ministry of Science, Technology and Productive Innovation (MINCYT), of the Republic of Argentina hereinafter referred to as "Parties", shall be the implementing agencies for this POC.

**Article II
Areas of Mutual Interest**

Considering the priority objectives for their respective countries, the Parties will develop cooperation in the following fields of common interest:

- Biotechnology (Including drug discovery)
- Ocean Science and Polar Research
- Medical Sciences and Health
- Agriculture and Food Technology
- Information and Communication Technology
- Renewable Energy Sources

- Manufacturing Technologies

Other scientific and technological areas of interest may be included by mutual consent.

Article III Joint Committee

In the frame of this POC, a Joint Committee on Science & Technology, composed of equal number of representatives designated by the Implementing Agencies, shall be established. The tasks of the Joint Committee shall be as follows:

1. Identifying the fields of co-operation on the basis of the information delivered by institutions of each country and the national policies in science and technology;
2. Creating favourable conditions for the implementation of this Programme of Cooperation;
3. Facilitating the implementation of joint programmes and projects;
4. Facilitate mutually beneficial collaboration in science and technology through the interaction between relevant companies and institutions in both countries.
5. Encouraging exchange of experience arising from the bilateral scientific and technological co-operation and evaluating proposals for its further development.
6. The Joint Committee meetings may be arranged by mutual agreement when matters requiring detailed discussion arise. However, the Joint Committee may also operate by exchange of letters,
7. The Joint Committee may elaborate its own rules of procedure.

Article IV Joint Research and Development Projects

In accordance of the provisions of the Article III of this POC, the joint research and development projects will be implemented as follows:

- (i) The Parties will publish simultaneously a Call for Proposals. The timetable for the joint projects will be determined by the Implementing Agencies.
- (ii) Joint research projects shall aim at developing applicable technology and lead to the dissemination of research results.
- (iii) Project proposals have to provide detailed information on the objectives and justification of the planned joint research work, the methodology to be followed, the composition of each research team and the intended time schedule.
- (iv) Project proposal prepared jointly by the Indian and Argentine scientists should be submitted for evaluation and approval simultaneously to DST and the MINCYT according the mutually agreed format and administrative procedures in each country. Proposals will be independently evaluated and approved by each of the

two Parties, following their own rules and regulations, and only those proposals which are approved by both Parties will be supported.

- (v) The execution period of a joint research project should not exceed three years. The total duration of visits in one direction of a specific project should not exceed two months a year, with a total quota of six months a year for each of the joint research projects supported under this Programme of Cooperation, unless agreed otherwise by both Parties.
- (vi) Each scientific visit within the framework of the joint project has to be reported by the Indian scientists to DST and by the Argentine scientists to the MINCyT two months in advance. The application must include a brief description of the work to be performed during the planned visit.
- (vii) Within two months after completion of the execution period, a final report, presenting the work carried out and the results obtained, will be prepared jointly by the two research teams and submitted by the Indian project investigator to DST and by the Argentinean project investigator to MINCyT.

The following cooperation modalities may be approved in the framework of the POC

Article V
Exchange of Visits
(Short Term Visits)

In accordance with the provisions of the Article III of this POC, other than the joint projects the Parties would also encourage the exchange of scientists and experts for:

- (i) establishing new scientific contacts for developing joint projects,
- (ii) participation in bilateral scientific conferences, workshops, exhibitions.

The exchange of individual scientists will be implemented as follows:

- a) The Parties agree to exchange individual scientists and experts in each direction. The duration of the individual scientific visit should not exceed 2 weeks, with a minimum of 7 days for the Project Investigators and 12 weeks for the students.
- b) Before proposing a scientific visit, the scientists of both Parties shall make the first contacts themselves in order to agree to cooperate on a specific topic. The sending Party shall supply the receiving Party with the information regarding these visits at least three months prior to each visit. The receiving Party shall review, finalise and approve the programme.
- c) Not later than two months after receipt of a nomination, the receiving Party has to inform the sending Party about the acceptance of the proposed candidate.

Article VI Organization of Joint Meetings and Workshops

The Parties will organise joint workshops to stimulate the research cooperation. Topics, place, and dates of the workshops will be agreed through exchange of letters or other means of communication between the Parties. The sending side will meet expenses related to the international travel cost of their scientists and the host country will cover expenses related to local hospitality including local transport, accommodation and food.

Article VII Financial Provisions for Joint Projects

1. The objectives of this POC shall be implemented keeping in view the financial capacity of the Parties and in accordance with legal regulations in force and effect in their respective states.
2. The sending Party shall cover all related costs connected with international travel to the state of the receiving Party and back and subsistence costs including lodging and boarding for persons sent pursuant to this POC according to their own regulations and allowances.
3. The sending Party shall be responsible for the emergency health insurance of its scientists including medical care.

Article VIII Dissemination of Resulting Information

1. Scientific and technological information of non-proprietary nature deriving from the co-operation under this POC shall not be disclosed to any third Party without prior written consent of both Contracting Parties and co-operating organizations, unless otherwise agreed in writing by the Contracting Parties and co-operating organizations in accordance with the internal legal regulations of both countries.
2. The protection of intellectual property rights shall be subjected to internal legal regulations of both countries and international treaties to which both Contracting Parties are engaged.

Article IX Legal Aspects, Validity, Amendments and Termination

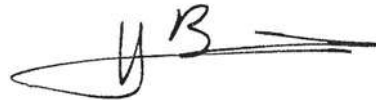
- Any disputes related to the interpretation or implementation of this POC shall be settled through bilateral negotiations between the Parties.
- This POC shall remain in force during 2013-2015 and shall be renewed automatically for further periods of three years, unless either Party notifies the other in writing through diplomatic channels of its intentions to terminate this POC. The termination or suspension of the POC shall be effective in six months following the date of the written notice.

- This POC may be amended at any time by mutual consent of the Parties in writing.
- The termination of this POC shall not affect any joint project or any other cooperative activity undertaken under this POC and not fully executed at the time of the termination of this POC.

Signed at Buenos Aires on October 02, 2013 in two originals in English, both being equally authentic.



Dr. T. Ramasami
Secretary of the Department of
Science and Technology
Republic of India



Dr. Lino Baranao
Ministry of Science, Technology
and Productive Innovation
Republic of Argentina

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE GOVERNMENT OF THE ARGENTINE REPUBLIC
FOR
THE EXCHANGE OF INFORMATION
AND
ASSISTANCE IN COLLECTION
WITH RESPECT TO TAXES**

The government of the Republic of India and the government of the Argentine Republic, desiring to facilitate the exchange of information and assistance in collection with respect to taxes have agreed as follows:

**Article 1
Object and Scope of the Agreement**

The competent authorities of the Contracting Parties shall provide assistance through exchange of information that is foreseeably relevant to the administration and enforcement of the domestic laws of the Contracting Parties concerning taxes covered by this Agreement. Such information shall include information that is foreseeably relevant to the determination, assessment and collection of such taxes, the recovery and enforcement of tax claims, or the investigation or prosecution of tax matters. Information shall be exchanged in accordance with the provisions of this Agreement. The competent authorities shall also lend assistance to each other in the collection of tax claims. The rights and safeguards secured to persons by the laws or administrative practice of the requested Party shall continue to be applicable. The requested Party shall do everything what is necessary in order not to unduly prevent or delay effective exchange of information or assistance in collection.

**Article 2
Jurisdiction**

Information shall be exchanged in accordance with this Agreement without regard to whether the person to whom the information relates is, or whether the information is held by, a resident of a Contracting Party. However, the requested Party is not obliged to provide information which is neither held by its authorities nor is in the possession or control of persons who are within its territorial jurisdiction.

Article 3 Taxes Covered

1. The taxes which are the subject of this Agreement are:
 - a) in India, taxes of every kind and description imposed by the Central Government or the Governments of political subdivisions or local authorities, irrespective of the manner in which they are levied;
 - b) in Argentina,
 - (i) income tax;
 - (ii) value added tax;
 - (iii) personal assets tax (bienes personales);
 - (iv) tax on presumptive minimum income (ganancias minima presunta);
 - (v) excise tax; and
 - (vi) tax on financial transactions.
2. This agreement shall also apply to any identical or substantially similar taxes imposed after the date of signature of this Agreement in addition to, or in place of, the existing taxes. The competent authorities of the Contracting Parties shall notify each other of any substantial changes to the taxation and related information gathering measures and assistance in collection measures which may affect the obligations of that Party pursuant to this Agreement.

Article 4 Definitions

1. For the purposes of this Agreement, unless otherwise defined:
 - a) the term "India" means the territory of India and includes the territorial sea and airspace above it, as well as any other maritime zone in which India has sovereign rights, other rights and jurisdiction, according to the Indian law and in accordance with international law, including the U.N. Convention on the Law of the Sea;
 - b) the term "Argentina" means the territory of Argentine Republic and includes the territorial sea and airspace above it, as well as any other maritime zone in which Argentina has sovereign rights, other rights and jurisdiction, according to the Argentine law and in accordance with international law, including the U.N. Convention on the Law of the Sea;
 - c) the term "Contracting Party" means India or Argentina as the context requires;
 - d) the term "competent authority" means
 - i) in the case of India, the Finance Minister, Government of India, or his authorized representative;

- ii) in the case of Argentina, “Administracion Federal de Ingresos Publicos (the Federal Administration of Public Revenues);
- e) the term “person” includes an individual, a company, a body of persons and any other entity which is treated as a taxable unit under the taxation laws in force in the respective Contracting Parties;
- f) the term “company” means anybody corporate or any entity that is treated as a body corporate for tax purposes;
- g) the term “publicly traded company” means any company whose principal class of shares is listed on a recognized stock exchange provided its listed shares can be readily purchased or sold by the public. Shares can be purchased or sold “by the public” if the purchase or sale of shares is not implicitly or explicitly restricted to a limited group of investors;
- h) the term “principal class of shares” means the class or classes of shares representing a majority of the voting power and value of the company;
- i) the term “recognized stock exchange” means
 - (i) in India, the National Stock Exchange, the Bombay Stock Exchange and any other stock exchange recognized by the Central Government under section 4 of the Securities Contracts (Regulation) Act, 1956;
 - (ii) in Argentina; “Bolsa de Comercio de Buenos Aires” (Stock Exchange of Buenos Aires), or the “Mercado de Valores de Buenos Aires Sociedad Anonima”; and
 - (iii) any other stock exchange which the competent authorities agree to recognize for the purposes of this Agreement.
- j) the term “collective investment fund or scheme” means any pooled investment vehicle, irrespective of legal form.
- k) the term “public collective investment fund or scheme” means any collective investment fund or scheme provided the units, shares or other interests in the fund or scheme can be readily purchased, sold or redeemed by the public. Units, shares or other interests in the fund or scheme can be readily purchased, sold or redeemed “by the public” if the purchase, sale or redemption is not implicitly or explicitly restricted to a limited group of investors;
- l) the term “tax” means any tax to which this Agreement applies;
- m) the term “requesting Party” means the Contracting Party-
 - (i) submitting a request for information to, or
 - (ii) having received information from, or
 - (iii) submitting a request for assistance in collection of tax to, the requested Party.

- n) the term “requested Party” means the Contracting Party-
 - i) which is requested to provide information, or
 - (ii) which has provided information, or
 - (iii) which is requested to provide assistance in collection of tax.
 - o) the term “information gathering measures” means laws and administrative or judicial procedures that enable a Contracting Party to obtain and provide the requested information;
 - p) the term “assistance in collection measures” means laws and administrative or judicial procedures that enable a Contracting Party to collect and remit the requested tax claim;
 - q) the term “information” means any fact, statement, document or record in whatever form;
2. As regards the application of this Agreement at any time by a Contracting Party, any term not defined therein shall, unless the context otherwise requires or the competent authorities agree to a common meaning pursuant to the provisions of Article 12 of this Agreement, have the meaning that it has at that time under the law of that Party, any meaning under the applicable tax laws of that Party prevailing over a meaning given to the term under other laws of that Party.

Article 5

Exchange of Information Upon Request

1. The competent authority of the requested Party shall provide upon request information for the purposes referred to in Article 1. Such information shall be exchanged without regard to whether the requested Party needs such information for its own tax purposes or whether the conduct being investigated would constitute a crime under the laws of the requested Party if such conduct occurred in the requested Party.
2. If the information in the possession of the competent authority of the requested Party is not sufficient to enable it to comply with the request for information, that Party shall use all relevant information gathering measures to provide the requesting Party with the information requested, notwithstanding that the requested Party may not need such information for its own tax purposes.
3. If specifically requested by the competent authority of the requesting Party, the competent authority of the requested Party shall provide information under this Article, to the extent allowable under its domestic laws, in the form of depositions of witnesses and authenticated copies of original records.
4. Each Contracting Party shall ensure that its competent authority, for the purposes of this Agreement, has the authority to obtain and provide upon request:

- a) information held by banks, other financial institutions, any other person acting in an agency or fiduciary capacity, including nominees and trustees of such banks, financial institutions or person;
 - b) information regarding the legal and beneficial ownership of companies, partnerships, collective investment funds or schemes, trusts, foundations and other persons, including, within the constraints of Article 2, ownership information on all such persons in an ownership chain; in the case of collective investment funds or schemes, information on shares, units and other interests; in the case of trusts, information on settlers, trustees, beneficiaries and other persons to whom the trust property title is transferred at the expiration of the trust, wherever applicable; in the case of foundations, information on founders, members of the foundation council and beneficiaries; and equivalent information in case of entities that are neither trusts nor foundations.
5. This Agreement does not create an obligation on the Contracting Parties to obtain or provide ownership information with respect to publicly traded companies or public collective investment funds or schemes unless such information can be obtained without giving rise to disproportionate difficulties.
6. The competent authority of the requesting Party shall provide the following information to the competent authority of the requested Party when making a request for information under the Agreement to demonstrate the foreseeable relevance of the information to the request:
- a) the identity of the person under examination or investigation;
 - b) the period for which information is requested;
 - c) the nature of the information requested and the form in which the requesting Party would prefer to receive it;
 - d) the tax purpose for which the information is sought;
 - e) grounds for believing that the information requested is present in the requested Party or is in the possession or control of a person within the jurisdiction of the requested Party;
 - f) to the extent known, the name and address of any person believed to be in possession or control of the requested information.
 - g) a statement that the request is in conformity with the laws and administrative practices of the requesting Party, that if the requested information was within the jurisdiction of the requesting Party then the competent authority of the requesting Party would be able to obtain the information under the laws of the requesting Party or in the normal course of administrative practice and that it is in conformity with this Agreement;
 - h) a statement that requesting party has pursued all means available in its own territory to obtain the information, except those that would give rise to disproportionate difficulties.

7. The competent authority of the requested Party shall forward the requested information as promptly as possible to the requesting Party. To ensure a prompt response, the competent authority of the requested Party shall:
 - a) Confirm receipt of a request in writing to the competent authority of the requesting Party and shall notify the competent authority of the requesting Party of deficiencies in the request, if any, within 60 days of the receipt of the request;
 - b) If the competent authority of the requested Party has been unable to obtain and provide the information within 90 days of receipt of the request, including if it encounters obstacles in furnishing the information or it refuses to furnish the information, it shall immediately inform the requesting Party, explaining the reason for its inability, the nature of the obstacles and the reasons for its refusal.

Article 6
Tax Examinations Abroad

1. At the request of the competent authority of the requesting Party, the requested party may allow representatives of the competent authority of the requesting Party to enter the territory of the requested Party, to the extent permitted under its domestic laws, to interview individuals and examine records with the prior written consent of the individuals or other persons concerned. The competent authority of the requesting Party shall notify the competent authority of the requested Party of the time and place of the intended meeting with the individuals concerned.
2. At the request of the competent authority of the requesting Party, the requested Party may allow representatives of the competent authority of the requesting Party to be present at the appropriate part of a tax examination in the requested Party, in which case the competent authority of the requested Party conducting the examination shall, as soon as possible, notify the competent authority of the requesting Party about the time and place of the examination, the authority or official designated to carry out the examination and the procedures and conditions required by the requested Party for the conduct of the examination. All decisions with respect to the conduct of the tax examination shall be made by the Party conducting the examination.

Article 7
Possibility of Declining a Request for information

1. The competent authority of the requested Party may decline to assist:
 - a) where the request is not made in conformity with this Agreement; or
 - b) where the requesting Party has not pursued all means available in its own territory to obtain the information, except where recourse to such means would give rise to disproportionate difficulty; or

- c) where disclosure of the information would be contrary to public policy (ordre public) of the requested Party.
2. This Agreement shall not impose on a Contracting Party the obligation:
 - a) to supply information which would disclose any trade, business, industrial, commercial or professional secret or trade process, provided that information described in paragraph 4 of Article 5 shall not be treated as such a secret or trade process merely because it meets the criteria in that paragraph; or
 - b) to obtain or provide information, which would reveal confidential communications between a client and an attorney, solicitor or other admitted legal representative where such communications are:
 - i. produced for the purposes of seeking or providing legal advice; or
 - ii. produced for the purposes of use in existing or contemplated legal proceedings.
 3. A request for information shall not be refused on the ground that the tax claim giving rise to the request is disputed.
 4. The requested Party shall not be required to obtain and provide information which the requesting Party would be unable to obtain in similar circumstances under its own laws for the purpose of the administration or enforcement of its own tax laws or in response to a valid request from the requested Party under this Agreement.
 5. The requested Party shall not decline to provide information solely because the request does not include all the information required under Article 5 if the information can otherwise be provided according to the law of the requested Party.

Article 8 Confidentiality

Any information received by a Contracting Party under this Agreement shall be treated as confidential and may be disclosed only to persons or authorities (including courts and administrative bodies) in the jurisdiction of the Contracting Party concerned with the assessment or collection of, the enforcement or prosecution in respect of, or the determination of appeals in relation to, the taxes covered (including tax claims) by this Agreement. Such persons or authorities shall use such information only for such purposes. They may disclose the information in public court proceedings or in judicial decisions. The information may not be disclosed to any other person or entity or authority or any other jurisdiction (including a foreign Government) without the express written consent of the competent authority of the requested Party.

Article 9
Administrative Costs

1. Unless the competent authorities of the Parties otherwise agree, ordinary costs incurred in providing assistance shall be borne by the requested Party, and, subject to the provisions of this Article, extraordinary costs incurred in providing assistance (including costs of engaging external advisors in connection with litigation or otherwise necessary to comply with the request) shall, if they exceed USD 500, be borne by the requesting Party.
2. The competent authorities will consult each other, in advance, in any particular case where extraordinary costs are likely to exceed USD 500 to determine whether the requesting party will continue to pursue the request and bear the cost.
3. The competent authorities shall consult from time to time with regard to this Article.

Article 10
Assistance in the Collection of Tax Claims

1. The Contracting Parties shall lend assistance to each other in the collection of tax claims.
2. The term “tax claim” as used in this Article means an amount owed in respect of taxes as mentioned in Article 3, as well as interest, administrative penalties and costs of collection or conservancy related to such amount.
3. When a tax claim of a Contracting Party is enforceable under the laws of that Party and is owned by a person who, at that time, cannot, under the laws of that Party, prevent its collection, that tax claim shall, at the request of the competent authority of that Party, be accepted for purposes of collection by the competent authority of the other Contracting Party. The tax claim shall be collected by that other Party in accordance with the provisions of its laws applicable to the enforcement and collection of its own taxes as if the tax claim were a tax claim of that other Party.
4. When a tax claim of a Contracting party is a claim in respect of which that party may, under its law, take measures of conservancy with a view to ensure its collection, that tax claim shall, at the request of the competent authority of that party, be accepted for purposes of taking measures of conservancy by the competent authority of the other Contracting Party. That other Party shall take measures of conservancy in respect of that tax claim in accordance with the provisions of its laws as if the tax claim were a tax claim of that other Party even if, at the time when such measures are applied, the tax claim is not enforceable in the first-mentioned Party or is owed by a person who has a right to prevent its collection.
5. When a Contracting Party, under its law, takes interim measures of conservancy by freezing of assets before a tax claim is raised against a person, the competent authority of the other Contracting Party if requested by the competent authority of the first-mentioned Contracting Party shall take measures for freezing the assets

of that person in that Contracting Party in accordance with the provisions of its law.

6. Notwithstanding the provisions of paragraphs 3 and 4, a tax claim accepted by a Contracting Party for purposes of paragraph 3 or 4 shall not, in that Party, be subject to the time limits or accorded any priority applicable to a tax claim under the laws of that Party by reason of its nature as such. In addition, a tax claim accepted by a Contracting Party for the purposes of paragraph 3 or 4 shall not, in that Party, have any priority applicable to that tax claim under the laws of the other Contracting Party.
7. Proceedings with respect to the existence, validity or the amount of a tax claim of a Contracting party shall only be brought before the courts or administrative bodies of that Party. Nothing in this Article shall be construed as creating or providing any right to such proceedings before any court or administrative body of the other Contracting Party.
8. Where, at any time after a request has been made by a Contracting Party under paragraph 3 or 4 and before the other Contracting Party has collected and remitted the relevant tax claim to the first-mentioned Party, the relevant tax claim ceases to be:
 - a) in the case of a request under paragraph 3, a tax claim of the first-mentioned Party that is enforceable under the laws of that Party and is owed by a person who, at that time, cannot, under the laws of that Party, prevent its collection, or
 - b) in the case of a request under paragraph 4, a tax claim of the first-mentioned Party in respect of which that Party may, under its laws, take measures of conservancy with a view to ensure its collection,

the competent authority of the first-mentioned Party shall promptly notify the competent authority of the other Party of that fact and, at the option of the other Party, the first-mentioned Party shall either suspend or withdraw its request.

9. In no case shall the provisions of this Article be construed so as to impose on a Contracting Party the obligation:
 - a) to carry out administrative measures at variance with the laws and administrative practice of that or of the other Contracting Party.
 - b) to carry out measures which would be contrary to public policy (*ordre public*);
 - c) to provide assistance if the other Contracting Party has not pursued all reasonable measures of collection or conservancy, as the case may be, available under its laws or administrative practice;

to provide assistance in those cases where the administrative burden for that Party is clearly disproportionate to the benefit to be derived by the other Contracting Party.

10. The competent authority that submits a request of assistance in the collection of tax claims shall provide the following information: the identity of the person about whom assistance is requested, the nature of the tax claim, the constituting elements of such claims, and the assets which can be used for collection.
11. The request of assistance in the collection of tax claims shall be accompanied by the following documents:
 - a) a declaration stating that the tax claim corresponds to a tax covered by this Agreement;
 - b) an official copy of the instrument permitting enforcement in the State of the requesting competent authority; and
 - c) any other document required for recovery or for the measures referred to in paragraphs 4 and 5.
12. The instrument permitting enforcement in the State of the requested competent authority shall, where appropriate and in accordance with the legal provisions in force in the State of the requested competent authority, be accepted, recognized, supplemented or replaced as soon as possible after the date of receipt of the request of assistance, by an instrument permitting enforcement in the State of the requested competent authority.

Article 11 Implementation Legislation

The Contracting Parties shall enact any legislation necessary to comply with, and give effect to, the terms of the Agreement.

Article 12 Mutual Agreement Procedure

1. Where difficulties or doubts arise between the Contracting Parties regarding the implementation or interpretation of the Agreement, the competent authorities shall endeavor to resolve the matter by mutual agreement. In addition, the competent authorities of the Contracting Parties may mutually agree on the procedures to be used under Articles 5, 6, 9 and 10 of this Agreement.
2. The competent authorities of the Contracting Parties may communicate with each other directly for purposes of reaching agreement under this Article.

Article 13 Entry into Force

1. The Contracting Parties shall notify each other in writing, through diplomatic channels, of the completion of the procedures required by the respective laws for the entry into force of this Agreement.

2. This Agreement shall enter into force on the date of the later of the notifications referred to in paragraph 1 of this Article and shall thereupon have effect forthwith.

Article 14
Termination

1. This Agreement shall remain in force until terminated by either Contracting Party.
2. Either Contracting Party may terminate the Agreement by serving a written notice of termination to the other Contracting Party through diplomatic channels.
3. Such termination shall become effective on the first day of the month following the expiration of a period of six months after the date of receipt of notice of termination by the other Contracting Party. All requests received up to the effective date of termination shall be dealt with in accordance with the provisions of the Agreement.

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

DONE in duplicate at Buenos Aires, this 21st day of November 2011, each in the Hindi, Spanish and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

For the Government of the Republic of
India:

For the Governmet of the Argentine
Republic:

RENGARAJ VISWANATHAN
Ambassador of the Republic of India to
Argentina

Mr. RICARDO ECHEGARAY
Federal Administrative of Public Revenue

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE REPUBLIC OF ARGENTINA ON COOPERATION AND MUTUAL ASSISTANCE ON CUSTOMS MATTERS

The Central Board of Excise and Customs of the Republic of India and the Administracion Federal de Ingresos Publicos of the Argentine Republic, hereinafter referred to as “Customs Administrations”,

CONSIDERING that offences against Customs Law are prejudicial to the economic, commercial, financial, social, environmental and cultural interests of their respective countries;

CONSIDERING the importance of proper assessment of customs duties and other customs charges collected on the importation and exportation of goods and the recovery or payments thereof as well as the proper implementation of customs legislation related to prohibitions, restrictions and other trade policy measures;

CONSIDERING the significance of cooperation between the Customs Administrations of the Parties in preventing customs offences and ensuring the effective recovery of due taxes and other Customs related charges

CONCERNED about the trends of the smuggling of narcotic drugs and psychotropic substances and bearing in mind that they are hazardous to the public health and society;

HAVING REGARD to the relevant international conventions that strengthen mutual assistance as well as the recommendations of the Customs Cooperation Council (World Customs Organization);

Have agreed as follows:

Article 1 DEFINITIONS

For the purposes of this Agreement:

- “Customs Administration” shall mean for the Republic of India, the “Central Board of Excise and Customs” in the Department of Revenue, Ministry of Finance and for the Argentine Republic, the “Administracion Federal de Ingresos Publicos – Direccion General de Aduanas”;
- “Customs Law” shall mean any legal or administrative provision applicable or enforceable by either Customs Administration in connection with the importation, exportation, transshipment, transit, storage and movement of goods, including legal and administrative provisions relating to measures of prohibition, restriction and control;
- “Customs Duties” shall mean any duties, taxes, fees or any other charges that are levied in the countries of the Customs Administrations in application of Customs

Law but not including fees or other charges for the services rendered;

- “Customs offences” shall mean any violation or any attempted violation of Customs law;
- “Narcotic Drugs” means any natural or synthetic substances, mentioned in Schedule II of the Single Convention on Narcotic Drugs of 1961;
- “Psychotropic Substances” means any natural or synthetic substances, mentioned in Schedule I, II, III, IV of the Convention of the UN on Psychotropic Substances of 1971;
- “Precursors and Essential Chemical Substances” means any chemical controlled substances used in the production of narcotic drugs and psychotropic substances mentioned in Schedules I, II, III, IV of the United Nations Convention against Illicit Traffic in Narcotic Drugs and Psychotropic Substances of 1988;
- “Person” shall mean both natural and legal persons;
- “Requesting Customs Administration” shall mean the Customs Administration which requests assistance;
- “Requested Customs Administration” shall mean the Customs Administration from which assistance is requested.

Article 2

SCOPE OF THE AGREEMENT

- Each Customs Administration shall accord each other assistance within the framework of this Agreement in accordance with the domestic legislations and within the competence and resources of the respective Customs Administrations.
- Customs Administrations shall co-operate with and assist each other for the prevention, investigation and fight against the Customs offences in accordance with the provisions of this Agreement.
- Customs Administrations agree to strengthen, promote and develop cooperation and mutual assistance on matters pertaining to Customs between the two parties and to strengthen mutual understanding and communication.

Article 3

SCOPE OF THE ASSISTANCE

- The Requested Customs Administration shall provide to the Requesting Customs Administration all available information which may be useful in ensuring the application of Customs Law of the Requesting Customs Administration, including:
- The proper assessment including valuation and tariff classification of goods for customs purposes, and
- The determination of the class and origin of goods.

- The assistance provided pursuant to the Agreement shall include the exchange of information related to:
- Enforcement actions which would be useful to prevent Customs offences; and
- Tools, techniques and methods acquired or recently tested as to effectiveness in processing intelligence or enforcement relating to goods and passengers.

Article 4

EXCHANGE OF INFORMATION AND DOCUMENTS

- The Requested Customs Administration, if specifically requested by the Requesting Customs Administration, shall provide certified copies of the customs documents, including shipping documents, which may assist the Requesting Customs Administration to prevent or detect Customs offences.
- The Requested Customs Administration, if specifically requested by the other Customs Administration, shall confirm or otherwise state the veracity of information provided in support of a statement executed before the Requesting Customs Administration.

Article 5

- The Requested Customs Administration, if specifically requested by the other Customs Administration shall intimate the following information:
- If the goods imported into the country of the Requesting Customs Administration were lawfully exported from the country of the Requested Customs Administration; and
- If the goods exported from the country of the Requesting Customs Administration were lawfully imported into the country of the Requested Customs Administration.
- The Requested Customs Administration may also provide the details of the Customs procedures, etc. adopted in the course of Customs clearance of the goods.

Article 6

- The Requested Customs Administration, in case it does not possess the information or documents requested for, shall proceed to obtain the said information or documents in the same manner as if it were acting in its own name and in pursuance of the national legislation.
- Notwithstanding the procedure prescribed in sub section (1) of this Article, in case the Requested Customs Administration is unable to provide the required information or documents to the Requesting Customs Administration, it shall inform about such situation to the Requesting Customs Administration.
- The information regarding such inability to provide assistance shall not be disputed by the Requesting Customs Administration.

Article 7

- The Requesting Customs Administration may request for original copies of documents only in the cases where certified or authenticated copies would not serve the purposes of this Agreement.
- The Requesting Customs Administration shall return the original documents as soon as possible and without any delay upon request.
- The information may be provided either in physical form or electronically. Wherever the information is provided in electronic version, it may contain explanations that are necessary for its interpretation and usage.
- Any information and intelligence exchanged under this Agreement shall, where appropriate, be accompanied by all relevant information for interpreting or utilizing it.

Article 8

SPECIAL REQUESTS OF ASSISTANCE

- On request, the Requested Customs Administration will, within the limits of its country, maintain surveillance over and provide information on:
 - Goods either in transport or in storage known to have been used or suspected of being used to commit Customs offences in the country of the Requesting Customs Administration;
 - Means of transport known to have been used or suspected of being used to commit Customs offences in the country of the Requesting Customs Administration;
 - Premises known to have been used or suspected of being used to commit Customs offences in the country of the Requesting Customs Administration; and
 - Persons known to have committed Customs offences or suspected of doing so in the country of the Requesting Customs Administration.

Article 9

INFORMATION ON ILLICIT TRAFFICKING OF SENSITIVE AND HAZARDOUS GOODS

1. The Customs Administrations shall, on their own initiative or upon request, supply to each other all relevant information on any activity, carried out or planned, which constitutes or appears to constitute Customs offences concerning the illicit trafficking of:
 - a) Weapons, missiles and explosives;
 - b) Works of art with an archaeological, cultural or historic value;
 - c) Narcotic drugs, psychotropic substances, precursor chemicals; and
 - d) Goods covered under the Convention on International Trade in Endangered Species (CITES) and other substances that are hazardous for the environment and public health.

2. The information received under this Article may be shared with other concerned government departments. However, the information shall not be shared with a third party without the prior written consent of the Customs Administration that has provided the information.

Article 10
COMMUNICATION OF THE REQUESTS

1. Requests for assistance under this Agreement shall be communicated directly between the Customs Administration of the Contracting Parties. Each Customs Administration shall designate Nodal Point(s) for this purpose and shall provide details thereof to the other Customs Administration. Any change in the designated Nodal Point shall be communicated promptly.
2. Requests for assistance under this Agreement shall be made in writing or electronically or orally, if the circumstances so warrant and shall be accompanied by any information deemed useful for the purpose of complying with such requests. The Requested Customs Administration may require written confirmation of electronic requests. The oral requests would invariably be followed up with written confirmation within thirty (30) working days.
3. Requests shall be made in English language. Any non-English document accompanying such requests shall be translated, to the extent necessary, into English language.
4. Requests made pursuant to sub-section (2) of this Article, shall include the following data:
 - a) Name of the concerned unit of the Requesting Customs Administration;
 - b) Nature of the assistance requested and reasons for the request;
 - c) Brief description of the case under review and the relevant legal and administrative provisions;
 - d) Names and addresses of the persons to whom the request relates, if known; and
 - e) Any other information which may assist in the execution of the request.
5. Where the Requesting Customs Administration requests that a certain procedure or methodology should be followed, the reasons for such specific requests may be mentioned. The Requested Customs Administration, in such cases, may comply with the request, subject to its national legal, regulatory and administrative provisions.
6. The Requested Customs Administration will provide the information requested for by the Requesting Customs Administration within six (6) months of its receipt by the Requested Customs Administration to the extent possible.
7. If the Requested Customs Administration does not have the information requested, it shall in accordance with its national legal and administrative provisions, either:

- a) Initiate inquiries to obtain that information;
 - b) Promptly transmit the request to the appropriate agency; or
 - c) Indicate which relevant authorities are concerned.
8. Any inquiry under sub-section (7) of this Article may include the recording of statements from persons from whom information is sought in connection with a Customs offence and from concerned witnesses and experts.
 9. On request, officials specially designated by a Requesting Customs Administration may, with the authorization of the Requested Customs Administration and subject to conditions the latter may impose, for the purpose of investigating a Customs offence:
 - a) Examine, in the offices of the Requested Customs Administration, documents and any other information relating to those Customs offences, and be supplied with copies thereof;
 - b) Be present during any inquiry conducted by the Requested Customs Administration in the country of the Requested Customs Administration - which is relevant to the Requesting Customs Administration. These officials shall only have an advisory role.
 10. When officials of the Requesting Customs Administration are present in the country of the other Customs Administration under the circumstances provided under sub-section 9(b) of this Article, they must at all times be able to furnish proof of their official identity.
 11. Officials shall, while in the country of the other Customs Administration under the terms of this Agreement, be responsible for any offence they may commit and shall enjoy, to the extent provided by its national laws, the same protection as accorded to its own Customs officers.

Article 11

USE OF INFORMATION AND DOCUMENTS

1. Any information or documents received under this Agreement shall be eligible for use in administrative, quasi-judicial or judicial proceedings and in inquiries. However, such information and documents shall not be used for purposes other than those specified in this Agreement unless a written consent of the other Customs Administration has been obtained.
2. Any exchange of information in any form whatsoever, made between the Customs Administrations pursuant to this Agreement shall be treated as secret and it shall have the same right of protection granted to the information and documents in accordance with the laws of the State to which the Requesting Customs Administration belongs.

Article 12

EXPERTS AND WITNESSES

1. The Customs Administrations, upon request, may authorize their officials to appear as experts or witnesses in administrative, quasi-judicial or judicial proceedings carried

out in the country of the Requesting Customs Administration and supply available records, documents or other evidence or certified copies of said documents, as may be essential to the proceedings.

2. During the presence of such authorized officials in the country of the Requesting Customs Administration, the provisions of Article 10(10) & 10(11) shall apply.

Article 13

EXCEPTION FROM THE LIABILITY TO RENDER ASSISTANCE

1. Further to the provisions of Article 6, assistance and cooperation, within the framework of this Agreement, shall be rendered in accordance with the national legislation of the Requested Customs Administration and within its competence and resources available.
2. If the Requested Customs Administration considers that compliance with the request of assistance and cooperation would be prejudicial to the sovereignty, security or other essential interests of its State, it may refuse to provide it, or may provide the same upon fulfillment of such conditions as it may prescribe.
3. If requested assistance is refused, the reasons for the refusal shall be notified in writing to the Requesting Customs Administration without delay.

Article 14

TECHNICAL ASSISTANCE

The Customs Administrations may, by mutual consent and convenience, provide to each other technical assistance relating, inter alia, to:

- a) Exchange of information and experience in usage of control equipment;
- b) Training of customs officials;
- c) Exchange of experts in customs matters;
- d) Exchange of specific, scientific and technical data relating to the effective application of Customs Law.

Article 15

FINANCIAL ARRANGEMENTS

1. With respect to the implementation of this Agreement or any activities arising therefrom, and unless otherwise mutually agreed upon, each Administration shall fund its own participation expenses on activities carried out under this Agreement.
2. Expenditure related to the technical assistance covered under Article 14 may be subject to special arrangements, as may be mutually agreed upon between the two Customs Administrations.

Article 16

ENTRY INTO FORCE AND TERMINATION

1. This Agreement shall enter into force from the first day of the second month after the Customs Administrations have notified each other in writing that the necessary

national legal requirements for entry into force of this Agreement have been fulfilled.

2. This Agreement will be in force for an indefinite period unless either Party gives three months advance notice in writing about its intention to terminate the Agreement. The termination shall take effect three months after the date of such notification.
3. Further, each Customs Administration reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Agreement which suspension shall take effect after one month from the date that intimation has been given to the other Customs Administration through official channels.
4. The termination of this Agreement shall not affect the implementation of ongoing programmes which have been agreed upon prior to the date of termination of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, if applicable, have signed this Agreement.

DONE at New Delhi on 26th April, 2011 in two originals each in the Hindi, Spanish and English languages, each text being equally authentic. In case of any divergence of interpretation of the provisions of this Agreement, the English language text shall prevail.



Sumit Dutt Mazumdar
FOR THE GOVERNMENT
OF THE REPUBLIC OF INDIA



FOR THE GOVERNMENT OF THE
REPUBLIC OF ARGENTINA

**AGREEMENT
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND THE GOVERNMENT OF THE ARGENTINE REPUBLIC
FOR COOPERATION IN THE PEACEFUL USES
OF NUCLEAR ENERGY**

The Government of the Republic of India and the Government of the Argentine Republic (hereinafter referred to as "the Parties");

TAKING into account the advantages to them both of effective co-operation in the development and application of atomic energy for peaceful purposes, and **DESIRING** to establish the necessary legal framework therefore;

WISHING to develop a mutually beneficial economic, scientific and technical cooperation between the Parties, on the basis of mutual respect for each other's sovereignty, reciprocity and with due respect of each other's nuclear programs;

RECOGNISING the significance of peaceful nuclear energy for meeting growing global energy demands in a cleaner and more efficient manner;

NOTING that the Parties are Member States of the International Atomic Energy Agency (hereinafter referred as the "IAEA") - and affirming their support for its objectives and the importance of respective safeguards agreements that each Party has with the IAEA:

RECALLING that Argentina and India are Parties to the Convention on the Physical Protection of Nuclear Material (1980), the Convention on Early notification of a Nuclear Accident (1986), the Convention on Assistance in the Case of a Nuclear Accident or Radiological Emergency (1986), and the Convention on Nuclear Safety (1994);

DESIRING to enhance their cooperation in the use and development of nuclear energy for peaceful purposes in a transparent way and beneficial to all;

Have agreed on the following;

ARTICLE 1

COMPETENT AUTHORITIES AND AUTHORIZED PERSONS

- 1) The competent authorities responsible for the implementation of this Agreement shall be:
 - a) For the Argentine Republic: the National Atomic Energy Commission (CNEA) and the Nuclear Regulatory Authority (ARN) in accordance with their respective competences;
 - b) For the Republic of India: the Department of Atomic Energy.
- 2) Transfer of nuclear material, material, equipment, components and technology under this Agreement may be undertaken directly between the Parties or through persons

duly authorized by them for this purpose. Nuclear material, material, equipment, components and technology exchanged between the Parties shall be deemed subject to this Agreement provided it has been notified in advance in writing by the supplying Party to the recipient Party and the recipient Party has acknowledged the receipt of the items to the supplying Party.

ARTICLE 2 OBJECTIVES

- 1) the Parties shall, on the basis of mutual benefit, equality and reciprocity, develop and strengthen scientific, technical and economic cooperation in the field of the peaceful uses of nuclear energy in accordance with the needs and priorities of their national nuclear programs, and the domestic law of the Parties and their respective international obligations and commitments.
- 2) Nothing in this Agreement shall affect the respective international obligations and commitments of the Parties.

Definitions are given in the Annex, which shall form an integral part of the Agreement.

ARTICLE 3 FIELDS OF COOPERATION

The Parties shall cooperate under this Agreement in the following areas:

- a) basic and applied research in the peaceful uses of nuclear energy;
- b) production and utilization of radioactive isotopes in industry, medicine and agriculture;
- c) exploration and exploitation of nuclear ores;
- d) research, development, design, construction, operation and maintenance of nuclear power plants and research reactors;
- e) research, development, design, production and supply of nuclear fuel for nuclear power plants and research reactors;
- f) Industrial production of components and material needed for use in nuclear reactors and their fuel;
- g) treatment and management of radioactive wastes;
- h) Nuclear medicine;
- i) Radiological protection, nuclear safety, their state regulation, and the assessment of the radiological impact of nuclear energy and its nuclear fuel cycle;
- j) training and development of manpower working in the above mentioned fields;
- k) other areas of cooperation to be agreed upon by the Parties.

ARTICLE 4
FORMS OF COOPERATION

The cooperation agreed upon under Article 3 may be carried out in the following ways:

- a) Mutual assistance related to education and training of scientific and technical personnel;
- b) Exchange of experts, scientists, technicians and lecturers;
- c) Exchange of information;
- d) Reciprocal consultations on scientific and technological problems;
- e) Implementation of joint studies and projects on scientific research and technological development;
- f) Reciprocal deliveries of nuclear material in any form, equipment and services related to the areas mentioned in Article 3;
- g) Other forms of cooperation determined by the Parties.

ARTICLE 5
JOINT COORDINATION COMMITTEE

- 1) The Parties shall establish a Joint Coordination Committee to:
 - a) review the implementation of this Agreement;
 - b) consider the issues arising from its implementation; and
 - c) hold consultations on issues of mutual interest related to peaceful uses of nuclear energy.
- 2) The Joint Coordinating Committee meetings shall be held when the Parties so agree alternately in the Republic of India and in the Argentine Republic. Each Party shall be responsible for all costs incurred with regard to attendance of those meetings.

ARTICLE 6
SPECIFIC AGREEMENTS AND CONTRACTS

The conditions for the application of the cooperation provided for in Article 3, will be specified on a case by case basis and carried upon within the framework of the fulfillment of the provisions of this Agreement, through:

- a) specific agreements entered into by the Parties or duly authorized persons, that will define programs and modalities for the scientific and technical exchange;
- b) contracts, entered into by duly authorized persons, for any industrial development and for the provision of material, nuclear materials, equipments, installation or technologies.

ARTICLE 7
INTELLECTUAL PROPERTY RIGHTS

In accordance with domestic law of the respective countries, the Parties shall provide for the effective protection and use of intellectual property rights transferred or created

under this Agreement. The issues of protection and use of intellectual property rights shall be regulated by the specific agreements and/or contracts concluded between the Parties or duly authorized persons in specific areas of cooperation.

ARTICLE 8 EXCHANGE OF INFORMATION

- 1) This Agreement does not require the transfer of any information which the Parties are not permitted under their respective national laws to transfer.
- 2) Information provided under this Agreement or resulting from the implementation thereof and treated by any Party as sensitive or confidential shall be clearly defined and marked as such.
- 3) Sensitive or confidential information shall be handled in accordance with the domestic law in force in the country of the receiving Party. Such information shall not be disclosed or transferred to a third Party, which is not participating in the implementation of this Agreement, without the written consent of the providing party.

ARTICLE 9 PEACEFUL USE

The Parties shall ensure that nuclear items and technologies received in accordance with this Agreement as well as nuclear items and technologies produced on their basis or as the result of their utilization shall not be used for the manufacture of nuclear weapons and other nuclear explosive devices or for any military purposes.

ARTICLE 10 IAEA SAFEGUARDS

- 1) Safeguards will be maintained with respect to all nuclear material transferred pursuant to this Agreement, and with respect to all special fissionable material used in or produced through the use of such material and equipment subject to this Agreement, so long as the material remains under the jurisdiction or control of the cooperating Party.
- 2) In the case of India, nuclear material, material, equipment, components and installations transferred pursuant to this Agreement and any nuclear material used in or produced through the use of nuclear material, material, equipment or components so transferred, including subsequent generations of special fissionable material, shall be subject to safeguards in accordance with the Agreement between the Government of India and the IAEA for the application of safeguards to Civilian Nuclear Facilities (INFCIRC/754)

In the case of Argentina, implementation of the Agreement between the Argentine Republic, the Federative Republic of Brazil, the Argentine- Brazilian Agency for Accounting and Control of Nuclear Material, and the IAEA, signed in Vienna, December 13 1991, shall be considered to fulfill the requirement in paragraph 1 of this Article.

- 3) If the IAEA decides that the application of IAEA safeguards is no longer possible, the Parties may consult and agree on appropriate verification measures.
- 4) The provisions of this Article shall be implemented in such a manner as to avoid interference in the Parties' nuclear activities being pursued by them independent of this Agreement.

ARTICLE 11 PHYSICAL PROTECTION

- 1) Physical protection shall be maintained with respect to nuclear material transferred in accordance with this Agreement as well as with regard to nuclear material produced through the use of nuclear material or equipment subject to this Agreement, at levels not lower than those recommended by the IAEA.
- 2) Each Party shall be responsible for the implementation and maintenance of physical protection measures on its territory.

ARTICLE 12 PRIOR CONSENT

- 1) The written consent of the other Party shall be obtained prior to the transfer of any nuclear material, material, equipment, technology or nuclear material produced through the use of nuclear material or equipment subject to this Agreement beyond the jurisdiction of a Party to this Agreement to a third party; and
- 2) The Parties hereby grant consent to each other to the enrichment of any nuclear material subject to this agreement up to twenty (20) percent in the isotope U235 or to the reprocessing of any nuclear material subject to this agreement.

ARTICLE 13 SETTLEMENT OF DISPUTES

The Parties shall hold consultations and meetings as agreed and as considered necessary on the implementation of this Agreement. Any disputes regarding the implementation or interpretation of any provision of this Agreement shall be settled amicably by negotiations by the Parties.

ARTICLE 14 AMENDMENTS

This Agreement can be modified with Parties approval. The amendments will enter into force in accordance with Article 15.1.

ARTICLE 15 ENTRY INTO FORCE, DURATION AND TERMINATION

- (1) This Agreement shall enter into force on the date on which the Parties have notified each other in writing through diplomatic channels, that their respective internal

procedures necessary for its entry into force have been completed. The date of entry into force shall be the date of the reception of the last notification.

- (2) This Agreement shall remain in force for a period of twenty (20) years and shall be automatically extended for subsequent ten (10) years periods, unless either Party notifies the other Party in writing through the diplomatic channels of its intention to terminate this Agreement at least six (6) months prior to the expiration date.
- (3) This Agreement can be denounced at any moment by any of the Parties, through notification in writing presented to the other Party at least six (6) months before the date of termination.
- (4) The termination of this Agreement shall not affect the implementation of any arrangements and/or contracts, made during the period of its validity but still not completed by the date of its termination, unless otherwise agreed upon by the Parties.
- (5) Notwithstanding termination of this Agreement, the obligations contained in Article 9, 10, 11 and 12 of this Agreement shall remain in force unless otherwise agreed by the Parties.

IN WITNESS WHEREOF the undersigned being duly authorized by their respective Governments sign this Agreement in two originals in Vienna, on September 23, 2010, in the Hindi, Spanish and English languages, all of them being equally authentic. In case of divergence as regards its interpretations, the English version shall prevail.



For the Government of the
Republic of India



For the Government of the
Argentine Republic

ANNEX

This Annex is an integral part of the Agreement.

For the purposes of this Agreement:

- (a) "Component" means a component part of equipment, or other item so designated by the Parties;.
- (b) "Person" shall mean any natural person or legal entity subject to the territorial jurisdiction of either Party but does not include the Parties;
- (c) "Material" means non-nuclear material for reactors such as heavy water or any other material usable in a reactor to slow down high velocity neutrons and increase the likelihood of further fission, as may be jointly designated by the appropriate authorities of the Parties;
- (d) "Nuclear Material" means any "source material" or "special fissionable material" as those terms are defined in Article XX of the Statute of the IAEA;
- (e) "Equipment" means any equipment in nuclear operation including nuclear reactor, nuclear pressure vessel, reactor fuel charging and discharging equipment, reactors control rods, reactor pressure tubes, reactor primary coolant pumps, zirconium tubing, nuclear reactor internals, equipment for fuel fabrication and any other item as identified by the Parties as per their national control lists and included in the agreement by mutual consent of the Parties;
- (f) "Facility" means a reactor, a critical facility, a conversion plant, a fabrication plant, a reprocessing plant, an isotope separation plant or a separate storage installation;
- (g) "Technology" means the specific information necessary for the "development", "production" or "use" of items such as material, nuclear material and equipment with the exception of data "In the public domain" or of "Basic scientific research";
- (h) "Development" refers to all stages prior to "production", such as design, design research, design analysis, design concepts, assembly and testing of prototypes, pilot production schemes, design data, process of transforming design data into a product, configuration design, integration design, layouts;
- (i) "Production" shall mean all production phases such as construction, production engineering, manufacture, integration, assembly (mounting) inspection, testing and quality assurance;
- (j) "Use" shall mean operation, installation (including on-site installation), maintenance, repairs, overhaul and refurbishing;
- (k) "Basic scientific research" means experimental or theoretical work undertaken principally to acquire new knowledge of the fundamental principles of phenomena and observable facts, not primarily directed towards a specific practical aim or objective;

- (l) "In the public domain" - "in the public domain", as it applies herein, means technology that has been made available without restrictions upon its further dissemination. (Copyright restrictions do not remove technology from being in public domain);
- (m) "Information" means any information that is not in public domain and is transferred in any form pursuant to this Agreement and is so designated and documented in hard copy or digital form by agreement of the Parties that it shall be subjects to this Agreement, but will cease to be information whenever the Party transferring the information or any third party legitimately releases it in public domain;
- (n) "intellectual property" has the meaning given by article 2 of the constituent instrument of the World Intellectual Property Organization (WIPO) signed in Stockholm on 14 July 1967.

**AGREEMENT BETWEEN THE GOVERNMENT
OF INDIA AND THE GOVERNMENT OF THE
ARGENTINE REPUBLIC REGARDING THE
UTILIZATION OF ATOMIC ENERGY
FOR PEACEFUL PURPOSES
Buenos Aires, 28 May 1974**

The Government of the Republic of INDIA
AND
The Government of the ARGENTINE Republic,

RECOGNISING the need for cooperation between the two countries in matters relating to peaceful uses of atomic energy which may be developed by bilateral collaboration in the field of exchange of scientists, scholarships, acquisition or exchange of material and equipment, development of projects of mutual interest and exchange of information of researches;

FURTHER recognising that such cooperation must be in conformity with internal legislation in the Republic of India and the Argentine Republic and also with the International Agreements in which both States are parties,

HAVE AGREED as follows:

Article I

The Contracting Parties will exchange information on research and experiments in the peaceful uses of atomic energy except information of a classified nature or any information which either Party is not free to exchange because it has been obtained from or developed in collaboration with a third party.

Article II

The Contracting Parties will, on the basis of reciprocity, offer fellowships and scholarships for the training of the scholars and promote visits of scientists and technicians in subjects of mutual interest for such period of time as may be mutually agreed upon by the Parties.

Article III

The Contracting Parties will arrange for the lease or sale of material and equipment necessary for the fulfilment of their programmes of development of atomic energy for peaceful purposes in accordance with specific agreements that may be reached in future between the Indian Atomic Energy Commission (A.E.C.) and the National Atomic Energy Commission of the Argentine Republic (C.N.E.A.).

Article IV

The Contracting Parties will cooperate in the development of specific projects of mutual interest in such manner as may be mutually agreed upon from time to time

between the Indian Atomic Energy Commission (A.E.C.) and the National Atomic Energy Commission of the Argentine Republic (C.N.E.A.).

Article V

The representatives of the Indian Atomic Energy Commission (A.E.C.) and the National Atomic Energy Commission of the Argentine Republic (C.N.E.A.) will meet whenever necessary to discuss and coordinate the projects including questions involving cooperation of an industrial nature and any other problems which may arise in the implementation of the present Agreement.

Article VI

This Agreement will be subject to ratification.

This Agreement will be in force from the date of exchange of Instruments of Ratification.

This Agreement will remain in force for a period of five years. The Contracting Parties may renew the Agreement for such periods as may be mutually agreed upon.

This Agreement may be terminated at any time by either Contracting Party and the termination will be effective six months after the date of notice in writing to the other Party.

In the event of the termination of this Agreement, the specific agreements concluded and projects undertaken within the framework of this Agreement will remain in force for the period for which they were originally contemplated unless otherwise agreed upon by both the Parties.

IN WITNESS WHEREOF of duly authorised Representatives have signed this Agreement, and affixed their seals thereto, in the city of Buenos Aires, capital of the Argentine Republic, on this 28th day of May of the year 1974 (corresponding to the 7th day of Jyaistha, the Saka year 1896) in two originals, each in the Hindi, Spanish and English languages. In case of doubt as regards its interpretation, the English version shall prevail.

For the Government of the

For the Government of

Republic of India

the Argentine Republic

Sd/-

Sd/-

MADAN MOHAN KHURANA

ALBERTO JUAN VIGNES

Ambassador of India

Minister of Foreign Affairs

and Worship

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF AGRICULTURE OF THE REPUBLIC OF INDIA
AND
THE MINISTRY OF AGRICULTURE, LIVESTOCK AND FISHERIES OF
THE
REPUBLIC OF ARGENTINA IN THE FIELD OF AGRICULTURE AND
ALLIED SECTORS**

CONSIDERING the importance of agriculture and allied sectors in the economies of the two countries;

NOTING the international context characterized by economic crisis, the concern for food security and rising food prices and the key role which agriculture plays in addressing these issues;

RECOGNIZING the benefits of cooperation in the field of agriculture and the allied sectors, including the agro industrial sector, to economic and social development of the two countries;

DESIRING to strengthen cooperation in agriculture and allied sectors to boost economic growth, increase production and improve the incomes of farmers and bring about development of rural areas; and

IN CONTINUATION of the areas of cooperation identified in the Memorandum of Understanding signed between the MINISTRY OF AGRICULTURE OF THE REPUBLIC OF INDIA and the SECRETARIAT OF AGRICULTURE, LIVESTOCK, FISHERIES AND FOOD of the ex-MINISTRY OF ECONOMY AND PRODUCTION of the REPUBLIC OF ARGENTINA in the field of Agriculture Research on 5th July 2006.

The MINISTRY OF AGRICULTURE OF THE REPUBLIC OF INDIA and the MINISTRY OF AGRICULTURE, LIVESTOCK, AND FISHERIES of the REPUBLIC OF ARGENTINA, hereinafter referred to as 'Parties' have reached the following understanding:

**Article 1
OBJECTIVE**

The objective of the Memorandum of Understanding is to encourage and develop technical and professional cooperation in the field of agricultural and allied sectors.

The Parties will carry out cooperation in the field of agriculture and allied sectors for mutual benefit.

**Article 2
FIELD OF COOPERATION**

The areas in which cooperation will be pursued, *inter alia*, include

1. Agricultural infrastructure, research and extension;

2. Agricultural production including cereals, oilseeds and pulses, sugarcane and cotton;
3. Horticulture and high value agriculture including fruits and vegetables;
4. Livestock, fisheries, dairy, meat and seafood;
5. Post harvest technology, agro processing and, value addition;
6. Biotechnology;
7. Agricultural marketing;
8. Plant protection and bio-safety;
9. Agricultural machinery;
10. Cooperation in rainfed agriculture particularly in exchange of technology to cope with droughts;
11. Encouraging private sector of the two countries to engage in development of agriculture and allied sector;
12. Devising innovative means to encourage agriculture production in the two countries with involvement of private sector;
13. Encouraging bilateral trade in agro products.

Article 3
EXECUTIVE AGENCY

For the purpose of the implementation of this Memorandum of Understanding, the executive agency shall be:

1. The MINISTRY OF AGRICULTURE, LIVESTOCK AND FISHERIES of the REPUBLIC OF ARGENTINA
2. The Department of Agriculture and Cooperation of the MINISTRY OF AGRICULTURE of the REPUBLIC OF INDIA

Article 4
JOINT WORKING GROUP

1. To carry out the purpose of the Memorandum of Understanding and to work out the details of cooperation set out in Article 2, the Parties agree to establish a Joint Working Group to provide guidance, review the progress of activities and to facilitate cooperation.
2. The Joint Working Group shall meet once every year alternately in India and Argentina.
3. The composition of the Joint Working Group will be as mutually agreed upon through exchange of correspondence.
4. Each Party shall designate an Executive Secretary who shall be responsible for coordinating and monitoring all activities carried out under the auspices of this

Memorandum of Understanding. The Executive secretaries shall be permanent members of the Joint Working Group.

5. During the interim period, if necessary, the Executive Secretaries shall either meet in person or correspond to develop a work programme and coordinate administrative details.

Article 5 FINANCIAL ARRANGEMENT

1. The Parties shall immediately implement this Memorandum of Understanding, subject to the availability of financial resources of each party.
2. The sending Party shall bear the costs of its personnel engaging in the joint activities and exchange programme which include inter alia, international airfares, board and lodging, local transportation and other necessary expenses and the receiving Party shall bear the costs of providing assistance in logistic arrangements for such personnel. The costs of hiring a venue for the meeting etc. shall be borne by the Party hosting the event.

Article 6 AMENDMENT

This Memorandum of Understanding may be amended or modified by mutual consent of the Parties. Such an amendment shall come into effect on such date as may be determined by the Parties and shall form an integral part of this Memorandum of Understanding.

Article 7 DISPUTE SETTLEMENT

Any dispute arising out of the interpretation, application of implementation of this Memorandum of Understanding shall be settled amicably through consultation or negotiation between the Parties.

Article 8 INTELLECTUAL PROPERTY RIGHTS AND PUBLICATION

Any result of activities which are performed under this Memorandum of Understanding shall be subject to the laws and regulations concerning the protection of intellectual property rights in the respective territories of the Parties.

Article 9 ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Memorandum of Understanding shall enter into force on the date of its signing.
2. This Memorandum of Understanding shall be valid for a period of five years. Thereafter, it may be automatically renewed for a further period of five years, unless


either Party gives written notification to the other Party of its intention to terminate six months prior to the expiration of the said period.

3. If the Memorandum of Understanding ceases to have effect on account of termination thereof, its provisions shall continue to apply for the period and to the extent considered necessary by mutual agreement so as to secure completion of any initiative already undertaken before such termination.

Done at Buenos Aires on 11th September 2010 in two original each in Hindi, English and Spanish languages, all texts being equally authentic. In case of divergences of interpretation, the English text shall prevail.



Mr. Sharad PAWAR
FOR THE MINISTRY OF
AGRICULTURE OF
THE REPUBLIC OF INDIA



Mr. Julián Andrés DOMINGUEZ
FOR THE MINISTRY OF AGRICULTURE
LIVESTOCK AND FISHERIES
OF THE REPUBLIC OF ARGENTINA

**AGREEMENT
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND THE GOVERNMENT OF THE ARGENTINE REPUBLIC
ON GAINFUL OCCUPATION FOR THE FAMILY
OF THE MEMBERS OF A DIPLOMATIC MISSION
OR CONSULAR POST**

The Government of the Republic of India and the Government of Argentine Republic, desirous of allowing the family of the members of Diplomatic Missions and Consular Posts of one of the Parties assigned to official duty in the territory of the other Party to engage in a gainful occupation on the basis of reciprocal treatment, agree as follows:

1. Authorization to Engage in a Gainful Occupation

- a) The persons that are part of the household of a member of a Diplomatic Mission or Consular Post of the Sending State shall be authorized, on a reciprocal basis, to engage in a gainful occupation in the Receiving State in accordance with the provisions of the law of the Receiving State.
- b) The Receiving State shall retain the right to withhold authorization for employment in certain areas.
- c) Any authorization to engage in a gainful occupation in the Receiving State shall expire in a term not to exceed 2 months as from the date on which the diplomatic or consular member ends its period of office in the Receiving State.
- d) The parties agree that there shall be no restrictions on the nature or kind of activity to be performed other than those arising from the laws of the Receiving State. However, it is understood that in the case of activities requiring special qualifications, the member of the family in question must comply with the rules governing the exercise of such activities in the Receiving State.

2. Definitions

For the purposes of this Agreement:

- a) "Member of a Diplomatic Mission or Consular Post" means any official or employee of the Sending State who is not a national or permanent resident of the Receiving State and who is assigned to official duty in the Receiving State, in a Diplomatic Mission, Consular Post or Mission to an International Organization.
- b) "A member of the family" means the spouse of a member of a Diplomatic Mission or Consular Post, any minor children and any unmarried, dependent children up to the age of 25 years as long as they are undertaking courses in higher education and form part of the household of a member of a Diplomatic Mission or Consular Post.

3. Procedures

- a) A request for authorization to engage in a gainful occupation shall be sent on behalf of the member of the family by the Diplomatic Mission or Consular Post to the Protocol Division of the Ministry of Foreign Affairs of the Receiving State.
- b) The procedures followed shall be applied in a manner so as to enable the member of the family to engage in a gainful occupation as soon as possible and any requirement relating to work permits and similar formalities shall be favourably applied.
- c) The appropriate Government may revoke the work permit at any time if the applicant has violated tax, employment or social security laws of the receiving country.

4. Civil and Administrative Privileges and Immunities

- a) In the case of members of the family who enjoy immunity from the civil and administrative jurisdiction of the Receiving State in accordance with the Vienna Convention on Diplomatic Relations of 1961 or the Vienna Convention on Consular Relations of 1963 or any other applicable international instrument, such immunity shall not apply in respect of any act carried out in the course of the gainful occupation and falling within the civil and administrative jurisdiction of the Receiving State.
- b) This Agreement does not imply the recognition of diplomas, degrees or qualifications between the two countries.

5. Criminal Immunity

In the case of members of the family who enjoy immunity from the criminal jurisdiction of the Receiving State in accordance with the Vienna Convention on Diplomatic Relations of 1961 or any other applicable international instrument:

- a) The provisions concerning immunity from the criminal jurisdiction of the Receiving State shall continue to apply in respect of any act carried out in the course of the gainful occupation.
- b) However, in the case of serious offences, at the request of the Receiving State, the Sending State shall give due consideration to revoking the immunity of the member of the family concerned from the criminal jurisdiction of the Receiving State.
- c) Furthermore, the Sending State shall also give due consideration to waiving the immunity of the member of the family concerned from the enforcement of a sentence.

6. Tax, Social Security and Exchange Control Regimes

In accordance with the Vienna Convention on Diplomatic Relations of 1961 or any other applicable international instruments, members of the family shall be subject to tax, social securityControl regimes of the Receiving State for matters connected with their gainful occupation in that State.

7. Amendment

This Agreement may be amended at any time by mutual consent of the Parties.

8. Settlement of Disputes

Any dispute arising from the performance or interpretation of this Agreement shall be settled through consultations between the Parties.

9. Duration and Entry into Force

(i) Duration

This Agreement shall have an indefinite duration and enter into force on the date of the last notice by which the Parties inform each other that all the domestic legal provisions have been fulfilled for its entry into force in their respective countries.

(ii) Termination

Any of the Parties may terminate this Agreement through diplomatic channels by giving written notice to the other Party. Termination shall be effective following six months of the date of the written notice.

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective governments, sign this Agreement.

Done in the city of Buenos Aires on this 4th day of October 2010, in Spanish, Hindi, and English, in three originals, each being equally authentic. In case of any divergence in interpretation, the English version shall prevail.



For the Government
of the Republic of India



For the Government
of the Argentine Republic

**FRAMEWORK AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE GOVERNMENT OF ARGENTINE REPUBLIC
ON
COOPERATION IN THE PEACEFUL USES OF OUTER SPACE**

The Government of the Republic of India and the Government of Argentine Republic (hereafter referred to as “the Parties”),

Desiring to strengthen the traditional relations of friendship and cooperation between the two countries;

Taking into consideration the mutual interest in enhancing the peaceful uses of outer space;

Seeking to preserve outer space exclusively for peaceful purposes open to wide international cooperation;

Considering the terms of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, of January 27th 1967, and of other Multilateral Treaties and Agreements on the exploration and use of outer space to which both States are parties;

Desiring to establish effective forms of bilateral cooperation in the field of space activities that would promote social, economic and cultural development for the benefit of the peoples of their countries;

Have agreed as follows:

**ARTICLE 1
Applicable Law**

In accordance with the legislation in force in each State and universally accepted norms and principles of international law, the Parties shall promote the cooperation between the two countries in the field of outer space research and use of outer space for peaceful purposes.

**ARTICLE 2
Implementing Agencies**

For the Government of Argentine Republic, the National Commission on Space Activities of Argentina (CONAE) and for the Government of the Republic of India, the Indian Space Research Organization (ISRO) the Implementing Agencies responsible for the development, coordination and control of cooperation envisaged by the present Agreement.

ARTICLE 3
Areas of Cooperation

1. Cooperation within the framework of the present Agreement may be carried out in the following areas:
 - a) Remote sensing of Earth;
 - b) Satellite communications
 - c) Satellite systems development for research, applications and commercial purposes;
 - d) Ground infrastructure of space systems.
 - e) Education and training in Space Science, Technology and Applications.
2. The Implementing Agencies may propose further areas of space cooperation to be agreed upon by the Parties.

ARTICLE 4
Forms of Cooperation

1. Cooperation within the framework of the present Agreement may be carried out in the following forms:
 - a) planning and implementation of joint space projects;
 - b) implementation of personnel training programs and assistance to the participation of scientific, engineering and technical staff in joint projects;
 - c) exchange of scientists and technicians;
 - d) exchange of documentation, data, information, results of joint experiments;
 - e) development of industrial and commercial programs in the areas of cooperation;
 - f) utilization of other space systems for the implementation of joint activities;
 - g) organization of symposia and other joint scientific meetings;
 - h) cooperation in the areas of standardization, certification and methodology;
 - i) consultations and cooperation with governmental bodies as well as with academic institutions and other organizations;
2. The Implementing Agencies may propose further forms of cooperation to be agreed upon by the Parties.

ARTICLE 5
Implementation Agreements and Cooperative Programs

1. The Implementing Agencies may, subject to procedures established by the legislation of their respective States, agree on specific Cooperative Programs.

2. For the implementation of the Cooperative Programs arising out of the present Agreement, the Implementing Agencies shall conclude Implementation Agreements, which will determine the principles, rules and procedures related to the organization, implementation and, if necessary, financial support to such programs.
3. Upon mutual agreement, the Implementing Agencies may enlist participation of governmental and private institutions, legal entities and individuals in the Cooperative Programs carried out within the framework of the present Agreement.

ARTICLE 6
Joint Committee

1. The Implementing Agencies will maintain a regular; dialogue at the senior level on principal issues of their bilateral relations, as well as on issues of mutual and international interest.
2. This cooperation shall be coordinated by a Joint Committee, consisting of 2 members, one representative each from CONAE and ISRO. The Joint Committee will hold annual meetings, during which the items of cooperation as well, will be discussed.
3. Such meetings will result in a written report, to be approved by the relevant authorities of the Implementing Agencies.

ARTICLE 7
Participation of the Private Sector

The Parties shall facilitate the establishment and development of cooperation in areas of research and use of outer space for peaceful purposes, as well as utilization of space systems, by the state or private industrial and commercial organizations or enterprises of both countries, assuring appropriate conditions for their participation in the Cooperative Programs developed within the framework of the present Agreement.

ARTICLE 8
Principles of Financing

1. The Implementing Agencies shall be responsible for funding the joint projects under this Agreement according to their share therein as mutually agreed.
2. The Cooperative Programs developed within the framework of the present Agreement shall take into account the interest of the Parties and Implementing Agencies, their industrial and commercial policies, and shall be subject to available funds.
3. Each Implementation Agreement will define, inter alia, the specific and detailed financial issues of the specific Cooperative Program.

ARTICLE 9
Intellectual Property

1. The Implementing Agencies take the obligation to ensure an effective protection of intellectual property rights obtained within the framework of the Cooperative

Programs carried out under this Agreement, with due regard to international agreements signed by the Parties and the national legislation of each Party.

2. The specific and detailed terms and conditions that will determine the ownership of intellectual property will be defined in each Implementation Agreement, if applicable.
3. The Implementing Agencies shall inform one another in a timely fashion of any inventions or copyrighted works arising out of this Agreement and promptly seek protection for such intellectual property.

ARTICLE 10 **Confidentiality**

1. All the information exchanged by the Implementing Agencies in the course of Cooperative Programs implementation shall be considered as confidential unless otherwise expressed by the Parties in writing.
2. Each Implementation Agreement will define, inter alia, the terms and conditions of confidential information exchange related to the Cooperative Program.

ARTICLE 11 **Exchange of Information**

1. Observing the conditions of confidentiality envisaged in Article 10 above, the Implementing Agencies shall provide to each other access, on a mutual basis and within reasonable time, to the results of scientific research and work jointly carried out within the framework of this Agreement. To that end, they shall encourage the exchange of corresponding scientific and technical information and data, which cannot be transferred to third parties without prior mutual consent.
2. The Parties, through their Implementing Agencies and in accordance with their national laws on limited information access, shall facilitate the mutual information exchange on the respective national space programs.

ARTICLE 12 **Customs Regulations and Exchange of Personnel**

1. Subject to its respective national legislation, each Party shall:
 - a) Arrange for duty-free entry of equipment required for the Cooperative Programs carried out within the framework of this Agreement.
 - b) Take necessary measures to facilitate customs clearance for entry, stay and exit on/from the other Party's territory, the specialists participating in the Cooperative Programs established under this Agreement.
2. Such arrangements shall be based on reciprocity.

ARTICLE 13
Liability

1. The Parties and their respective Implementing Agencies commit to the establishment of a specific system of assuming responsibility for the respective losses and damages as part of each Implementation Agreement. The Parties shall ensure, consistent with their respective national laws, that contractors, subcontractors and other participating entities associated with the Parties take part in this particular system of responsibility.
2. In the event of claims arising out of the Convention on International Liability for Damage Caused by Space Objects of March 29, 1972, the Parties will consult promptly on the application of the relevant articles of the mentioned Convention.

ARTICLE 14
Settlement of Disputes

1. Any dispute concerning the interpretation and implementation of the present Agreement shall be settled by means of direct negotiations between the Parties or by any other means agreed upon by the Parties.
2. Each Implementation Agreement will include, inter alia, an arbitration clause, where necessary, stating the procedures for dispute settlements.

ARTICLE 15
International Cooperation

This Agreement shall not interfere with cooperative activities of any of the Parties with other States and/or international organizations, nor with compliance by any of the Parties with the obligations derived from their agreements with other States and/or international organizations.

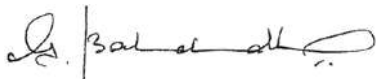
ARTICLE 16
Final Provision

1. The present Agreement shall enter into force on the date of the last notification on the fulfillment by the Parties of their legal internal procedures necessary for its entry into force.
2. The present Agreement will remain in force for a period of ten (10) years and shall be automatically extended for subsequent periods of ten (10) years at a time. This Agreement may be terminated by either Party through a diplomatic Note stating its intention to terminate the Agreement. The denunciation shall take effect in six (6) months following the date of receipt of the notification by the other Party.
3. In the event of termination of the present Agreement, its provisions shall continue to apply to all unfinished programs and projects, unless otherwise agreed by the Parties. The termination of the present Agreement shall not serve as a basis for revision or termination of obligations of the financial or contractual natures still in

force, and shall not affect the rights and obligations of legal entities and individuals, which have arisen before the termination of the present Agreement.

In witness whereof the undersigned being duly authorized thereto by their respective Governments have signed this Agreement.

Done at New Delhi on October 14, 2009, in two originals, each in the Spanish, Hindi and English languages, all the texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.



FOR THE GOVERNMENT
OF THE REPUBLIC OF INDIA



FOR THE GOVERNMENT
OF THE ARGENTINE REPUBLIC

MEMORANDUM OF UNDERSTANDING ON COOPERATION

BETWEEN

THE SERVICIO GEOLÓGICO MINERO ARGENTINO (SEGEMAR) OF THE ARGENTINE REPUBLIC

AND THE

GEOLOGICAL SURVEY OF INDIA (GSI)

The SERVICIO GEOLÓGICO MINERO ARGENTINO, (hereinafter referred to as SEGEMAR), and the Geological Survey of India (GSI), (hereinafter referred to as GSI) are mutually interested in pursuing scientific and technical cooperation in the Earth Sciences. The GSI and SEGEMAR (hereinafter referred to as the Parties) have reached the following understanding:

Article 1

The Parties agree to conduct activities in the field of geosciences on the basis of equality, reciprocity and mutual benefit. The purpose of this Memorandum is to provide a framework for the exchange of scientific and technical knowledge and the augmentation of scientific and technical capabilities related to Earth Sciences

Article 2

The cooperation between the Parties, dependent upon the availability of funds and funds and personnel, may be conducted in the following forms

- Exchange visits of scientists and specialists.
- Exchange of scientific and technical information.
- Joint research programme.
- Collaboration on research of mutual interest.
- Training of individual scientists through participation in collaborative projects.
- Conducting joint symposia, conferences and seminars.
- Other forms of cooperation as may be mutually agreed between the Parties.

Article 3

Specific areas of cooperation may include, but not limited to such areas of mutual interest as:

- Regional geology and mineral resources assessment.
- Geophysical exploration for mineral resources.
- Marine geology.
- Other areas such as Subduction Tectonics.
- Geographical information system.

Article 4

The Parties will have meetings as required, to review the progress of cooperation under this Memorandum. The date and location of these meetings that will be held alternately in India and Argentina will be jointly decided upon through consultation between the Parties. All information related to such meetings will be exchanged in advance.

Article 5

The joint scientific cooperative activities will be conducted in accordance with the applicable laws, statutes and regulations of the Republic of India and the Argentine Republic.

Article 6

No financial obligations on either Party are implied by the Memorandum. In accordance with the principle of equality and reciprocity, each Party will normally cover its own costs in carrying out cooperative projects, unless specific financing becomes available for selected projects of mutual interest. Cooperative activities under this Agreement will be subject to and dependent on, the financial support and manpower available to the Parties. The terms of funding will be established by the Parties in the signed implementing arrangements before the commencement of each activity.

Article 7

The scientific and technical results of cooperative projects conducted under this Memorandum will be shared, published or held confidential in accordance with the specific terms agreed upon by the Parties in the implementing for an individual project.

Article 8

Under the terms of this Memorandum, technical, financial and all other details including intellectual property issues for all projects, shall be included in a written and signed implementing arrangement between the Parties. Work will proceed in accordance with these signed work plans or project annexes. Signed work plans or project annexes will be appended to the Agreement and considered a permanent record. Any activity beyond this Agreement will be described in the annex and be part of the Agreement. If one Party requests cooperation beyond the capacity of the other Party, the Parties, by mutual agreement may try to involve other organizations in the activities pursuant to this Agreement.

Article 9

The Memorandum shall enter into force on the date of its signing and shall remain in force for a period of three (3) years and shall be automatically extended for a further period of three (3) years, unless either of the two parties notifies the other in writing at least three (3) months prior to the date of the expiry of its validity, of its intention to terminate the Memorandum.

The termination of this Memorandum will not affect the execution of the projects which have been initiated prior to such termination. After the termination of this Memorandum, all cooperative projects underway will continue up to completion according to the original signed implementing arrangement.

Done in New Delhi on this 14th day of October, 2009 in two originals in the Hindi, English and Spanish languages, all texts being equally authentic. In case divergence in interpretation the English text shall prevail.

For the SERVICIO GEOLÓGICO MINERO
ARGENTINO (SEGEMAR)



JULIO DE VIDO
Designation: Minister of Federal Planning,
Public Investment and Services
The Argentine Republic

For the GEOLOGICAL SURVEY OF
INDIA (GSI)



NITESH KUMAR DUTTA
Designation: Director General
Geological Survey of India
The Republic of India

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF YOUTH AFFAIRS AND SPORTS OF THE
REPUBLIC OF INDIA
AND
THE SPORTS SECRETARIAT OF THE
ARGENTINE REPUBLIC
ON SPORTS CO-OPERATION**

THE MINISTRY OF YOUTH AFFAIRS AND SPORTS OF THE REPUBLIC OF INDIA and THE SPORTS SECRETARIAT OF THE ARGENTINE REPUBLIC. (Hereinafter referred to as the "Parties");

INSPIRED by the desire to promote and strengthen existing friendly bilateral relations and co-operation between two countries in the field of sports.

DESIRING to encourage and develop their amicable relationship through the exchange of programs for sportsmen, sportswomen, sports personnel and information for the good and mutual benefit of both countries;

HAVE reached the following understanding:

**ARTICLE 1
GENERAL OBJECTIVES**

This Memorandum of Understanding will provide the framework within which detailed proposals for programs of co-operation between the two countries in the field of sports development and excellence are to be jointly considered between the Parties on the basis of reciprocity and mutual benefit.

The Parties will endeavour to encourage and facilitate the advancement of relations and co-operation between and through the sports agencies of the respective Governments, and the conclusion of such arrangements for conducting do-operative activities and programs in sports.

**ARTICLE 2
FIELDS OF CO-OPERATION**

In order to pursue the above objective of co-operation, the Parties will encourage and promote an exchange of programs, experiences, skills, techniques, information and knowledge between, but not limited to the following areas of sports co-operation:

- Training and competition of athletes and teams.
- Training and attachment of coaches.
- Exchange programs and visits by sports leaders, officials and sport personnel.

- Training, exchange and attachment programs for sport sciences personnel and in the development of sport sciences.
- Training, exchange and attachment programs in the areas of coach education, curriculum development, sports education, sports management and facility development and management.
- Training, exchange of technology, infrastructure and programs in the development of information and research in the field of sports; and
- Any other fields and subjects deemed fit and necessary for mutual benefits and within the framework of this MoU.

ARTICLE 3 FORMS OF CO-OPERATION

Co-operation under this Memorandum of Understanding will include:

- (a) exchange of experts, staff of relevant government agencies, coaches and athletes in areas of sports;
- (b) exchange of teaching and curriculum materials on sports, collaboration on curriculum development, and joint development and publication of materials;
- (c) exchange of information on sports development and training systems, including information on sports education qualifications and employment requirements;
- (d) collaboration in the area of sports research and development; and
- (e) interaction through meetings, conferences, and symposia.

ARTICLE 4 FUNDING

The exchange of sports allegations, teams, coaches and experts will be carried out in accordance with the agreed program. The receiving Party will pay for the accommodations, meals, internal transportation during the official stay in the host country; the visiting Party will pay its round-trip travel to the place indicated by the host Party. In the case of Journeys undertaken in the interests of one Party only, the costs shall be met by that Party.

In case of any major illness during the visit of the players or other sportsmen from either side, expenditure on medical treatment will be borne by the sending Party.

ARTICLE 5 IMPLEMENTATION

- 1) The Parties will make arrangements for the implementation and development of specific programs under this Memorandum of Understanding through meetings, exchange of letters or other instruments. Each party will be responsible for coordinating the implementation of its side of such plans or programs.

- 2) Such specific Arrangements will cover the subjects of co-operation, procedures, treatment of intellectual property, funding, and other appropriate matters.
- 3) An annual meeting of the representatives of both the Parties will, wherever possible, review the operation of this Memorandum of Understanding and determine the schedule of activities to be undertaken.
- 4) Services and materials provided in addition to those in relation to mutually determined cooperative activities will be done so on a cost recovery basis.

ARTICLE 6 AMENDMENT

This Memorandum of Understanding may be amended by mutual consent in writing between the Parties.

ARTICLE 7 SETTLEMENT OF DISPUTE

Any dispute between the Parties arising out of the interpretation or implementation of this Memorandum of Understanding will be settled amicably by consultation or negotiation.

ARTICLE 8 EFFECT AND TERMINATION

1. The present Memorandum of Understanding will come into effect on the date of its signature. It will remain in force for a period of (3) three years and shall be automatically renewed successively for identical periods, unless one Party denounces it by giving a 6 (six) month prior notice to terminate it.
2. The provisions of this Memorandum will remain in force after its termination until any activities pursuant to such agreements have been carried out to their completion.

In witness whereof, the following representatives duly authorized thereto by their representative governments have signed this MoU.

Done in New Delhi on the 14th day of October 2009, and two originals each in Hindi, Spanish and English languages, all texts being equally authentic. In case of divergences in interpretation the English text shall prevail.



SINDHUSHREE KHULLAR
DESIGNATION
SECRETARY, DEPARTMENT
OF SPORTS
FOR THE MINISTRY OF YOUTH
AFFAIRS AND SPORTS OF THE
REPUBLIC OF INDIA



DR. JORGE TAIANA
DESIGNATION
FOREIGN MINISTER OF ARGENTINA

FOR THE SPORTS SECRETARIAT
OF THE ARGENTINE REPUBLIC

**MEMORANDUM OF UNDERSTANDING
COOPERATION IN THE FIELD OF
TRADE PROMOTION AND TECHNOLOGY TRANSFER
IN INTERNATIONAL TRADE BETWEEN
THE GOVERNMENT OF THE ARGENTINE REPUBLIC
AND
THE GOVERNMENT OF THE REPUBLIC OF INDIA
MEMORANDUM OF UNDERSTANDING ON COOPERATION IN THE
FIELD OF TRADE PROMOTION AND TECHNOLOGY TRANSFER IN
INTERNATIONAL TRADE BETWEEN THE GOVERNMENT OF THE
ARGENTINE REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF
INDIA**

The Government of the Argentine Republic and the government of the Republic of India, Hereinafter "the Parties",

Within the scope of the Agreement for economic Cooperation between the Argentine Republic and the Republic of India, signed January 24th 1985 in New Delhi,

Acknowledging the essential role of foreign trade in the economic development of both the countries,

Convinced of the importance of strengthening trade exchanges through the implementation of new arrangements adapted to International economic changes,

Highlighting the significance of market diversification for the circulation of their exportable products,

Aware of the need to increase the share of agro-food and industrial products in their exports and promote service exports,

Wishing to strengthen and diversify their commercial presence in their respective regions and around the world,

Emphasizing the importance of the exchange of experiences related to mechanisms aimed at promoting foreign trade generally and exports in particular,

Have agreed as follows;

Article 1

The Parties shall conduct, through their competent technical services, commercial intelligence studies aimed at identifying exportable products in accordance with the demand of International markets.

Article 2

The Parties agree to organize technical missions for the purpose of disclosing the results of the commercial intelligence studies provided under Article 1, for the benefit of private and public sector representatives of both the countries.

Article 3

The parties shall organize seminars in their respective capital cities or at such other places as they may determine by mutual agreement for the purpose of disclosing the results of commercial intelligence studies for the benefit of the companies doing business in export-related transportation segments.

Article 4

The Parties shall promote the organization of trade missions and business visits, participation in fairs and exhibitions and any other promotional action that may allow increased commercial presence in their respective markets in accordance with the laws and regulations in force in each country.

For this purpose, the Parties shall strengthen cooperation between the agencies in charge of promoting export in both countries.

Article 5

As part of follow-up of trade promotion actions in third - party markets, the Parties shall organize training and further training courses for trade sector personnel in order to favour the transfer of technology and strengthen their trade promotion systems.

Article 6

The Parties shall protect the confidentiality of exchanged information on projects related to trade cooperation under this Memorandum of Understanding. The Parties undertake not to engage in any activities or perform any actions that may affect intellectual property protected by the laws in force in each country, during the term of this Memorandum of Understanding and after its termination, taking into account their obligations under International agreements on this matter as well as any agreements to which they are Parties.

Article 7

This Memorandum of Understanding shall come into force once the Parties inform each other of the fulfilment of the requirements set forth in their respective legal system.

This Memorandum of Understanding may be amended by mutual agreement through an exchange of notes between the Parties. Any amendments shall come into force in accordance with the procedures provided for in the above paragraph.

This Memorandum of Understanding shall remain in force for two (2) years and shall be automatically extended for equal terms, unless either Party notifies the other in writing of its intention not to extend the Memorandum of Understanding, at least six (6) months before the end of the relevant term.


Either Party may terminate this Memorandum of Understanding through written notice served to the other party at least six (6) months before termination.

The termination of this Memorandum of Understanding shall not affect the ordinary course and conclusion of cooperation activities in progress, unless otherwise agreed by the Parties.

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

Done in New Delhi on 14th October 2009, in two originals each, in Hindi, Spanish and English languages, all being equally authentic. In case of divergence of interpretation, the English text shall prevail.

On behalf of the Republic of India
(Vivek Katju)
Secretary (West
Ministry of External Affairs



On behalf of the Argentine Republic
(Jorge Enrique Taiana)
Minister of Foreign Affairs,
International Trade & Worship

**INSTITUTIONAL COOPERATION AGREEMENT BETWEEN THE
ARGENTINE
COUNCIL ON SCIENTIFIC AND TECHNICAL RESEARCH (CONICET)
AND THE
COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH (CSIR), INDIA**

The Argentine Council on Scientific and Technical Research [Consejo Nacional de Investigaciones Científicas y Técnicas], (“**CONICET**”), a public institution that supports technological research and development, domiciled at Avda. Rivadavia 1917, CP C1033AAJ, City of Buenos Aires (Argentina), represented by its President, Martha Rovira, and **The Council of Scientific & Industrial Research (CSIR), New Delhi**, an Indian institution (hereinafter referred to as “the Parties”)

In the Framework of the Scientific and Technical Cooperation Agreement between the Argentine Republic and the Republic of India signed on 24 January 1985

Have agreed as follows:

PART I – GENERAL PROVISIONS

- I-1 The purpose of this Agreement is to develop and strengthen mutual cooperation between the Parties in the fields of greatest interest to both Parties.
- I-2 The Parties agree to promote the exchange of researchers within the framework of such cooperation between their research units and to give precedence to the participation of young researchers.
- I-3 Partner research teams shall simultaneously submit a joint research project to their institutions, CONICET and the CSIR. The Parties shall select the projects based on their scientific quality, either during a meeting to be held every year at CONICET or the CSIR alternately, or through mail-based consultations. The awarding shall be announced after such joint selection process.
- I-4 Requests for proposals shall be sent every year. All projects shall have a term of two (2) years, which may be extended only once. Halfway through such term, a brief interim report shall be prepared. The teams shall undertake to submit a full report at the end of every two-year (2-year) term. The Parties shall subsequently analyze the joint projects completed.
- I-5 The Parties shall promote the exchange of scientific data and information and shall disseminate the results, methods and techniques of scientific research of both countries in their respective territories.
- I-6 The Parties shall jointly support the holding of scientific seminars and meetings between the researchers of both countries.

PART II – FINANCIAL PROVISIONS AND PROCEDURES FOR EXCHANGING RESEARCHERS

- II-1 The sending side shall bear all travel expenses and shall make sure that the personnel sent have medical insurance while the receiving side shall provide local hospitality (boarding, lodging, local travel etc).
- II-2 The Parties agree to exchange researchers pursuant to Section 1-2 and according to an annual budget, which will be determined when the Parties meet or through mail-based consultations.
- II-3 Both Parties shall make sure that their personnel assigned to the performance of the activities provided for in this Agreement have medical, personal injury and life insurance, so that in case of any losses which arise from the performance of such activities and warrant redress or damages, such personnel are covered by the relevant insurance company.
- II-4 In general terms, no person exchanged shall receive any compensation whatsoever for presentations, conferences and reports or for any other similar scientific work done in pursuance hereof. Furthermore, they may not engage in any paid work other than the research activities specified in their work plan, without CONICET's and the CSIR's prior authorization.

PART III – PUBLICATIONS AND INTELLECTUAL AND INDUSTRIAL PROPERTY

The protection of intellectual property rights shall be governed by the provisions contained in Annex I, which is an integral part hereof.

PART IV – FINAL PROVISIONS

This Agreement shall have a term of five (5) years as from its execution date. Upon expiration of such term, it shall be automatically renewed for further periods of 5 years each, unless one of the Parties gives notice to the other of its decision to terminate the Agreement by certified mail with return receipt requested, six (6) months before the end of the then-current term.

This Agreement may be amended with the consent of both Parties.

All disputes arising from the interpretation or enforcement of this Agreement shall be subject to negotiations between the Parties. Should the Parties fail to settle the dispute within a reasonable term, they may refer it to the consideration of their respective Governments.

After termination, this Agreement shall continue to govern all agreements and obligations regarding activities already established which are still being performed, as well as all rights arising from such activities.

Done at New Delhi on the 14th day of the month of October 2009 in six (6) original copies, two (2) in the English language, two (2) in the Spanish language and two (2) in Hindi language, all texts being equally authentic.



For the Argentine Council
On Scientific and Technical
(CONICET)
Marta Rovira
Director General



For the Council of Scientific &
Industrial Research (CSIR), India
Samir K. Brahmachari
President

ANNEX I

PROTECTION AND USE OF INTELLECTUAL PROPERTY RIGHTS

Section I – Communication

The Parties shall keep each other informed of the work carried out and the results obtained after implementation of this Agreement, especially as part of joint research projects, to take any joint decision to protect those results.

Section II - Ownership and protection of results

- 2.1 Each Party shall own the results (whether patented or not) obtained prior to the execution hereof or which may be derived from the work carried out outside the scope of this Agreement.
- 2.2 Unless otherwise provided for by express agreement, the results (whether patentable or not), including software and databases obtained through cooperation, shall be deemed to be jointly owned by CONICET - the Argentine Council on Scientific and Technical Research - and the Council of Scientific & Industrial Research (CSIR), India, in proportion to each Party's contribution.
- 2.3 The Parties shall consult with each other for the purpose of taking any measure or action aimed at protecting such results, including the request for a certificate of industrial property in order for the results to meet the relevant requirements for such protection.
- 2.4 Notwithstanding the applicable laws of each Party's country, the request for protection of intellectual property rights documents, made in the name of both Parties, shall be first filed in Argentina by CONICET and in India by the CSIR.
- 2.5 If the Parties deem it appropriate to obtain intellectual property right documents in order to protect the results in countries other than Argentina or India, they shall take the appropriate measures by mutual agreement.
- 2.6 Within one (1) month as from the date when the requests are filed, the Parties shall exchange a copy of the documents and their annexes.
- 2.7 In all requests to protect intellectual property rights and after consulting with the main operators, the Parties shall name as inventors the scientists who, pursuant hereto, have contributed to obtaining the results intended to be protected.
- 2.8 With regard to its own research requirements, each Party shall be entitled to use the results obtained in relation to special agreements free of charge, whether patented or not.

Section 3 – Use of Results

- 3.1 Hereinafter, the Parties shall take such measures as may be appropriate in order to analyze the results obtained. They shall jointly determine the conditions for the

use of protected intellectual property rights documents in the countries concerned. They may assign their use to either Party, use them jointly or entrust their use to a third party.

- 3.2 The Parties shall verify that the intellectual property rights obtained are used for commercial purposes and within reasonable periods of time, to the extent possible.
- 3.3 The income generated from the commercial use of results shall be shared equally by the Parties.
- 3.4 If a patent or software product jointly owned by the Parties is infringed, the Parties shall decide whether it is appropriate to sue the infringer/s. Provided that the Parties reach an agreement, such proceedings may be brought by either Party on behalf of both of them and all costs shall be equally shared. If either Party expressly refuses to take this course of action, the other Party may bring the proceedings at its own cost and risk, and for its own benefit.
- 3.5 Each of the Parties shall take all steps necessary for the allocation and payment of any compensation to its agents, employees or local partners who have contributed to obtaining the results.

Section 4 – Expenses

- 4.1 All expenses related to obtaining and maintaining intellectual property rights protection shall be borne equally by CONICET and the CSIR.
- 4.2 All expenses related to obtaining and maintaining intellectual property rights protection in countries other than Argentina or India shall be borne, equally by CONICET and CSIR

Section 5 – Accounts

- 5.1 For each request filed, CONICET and the CSIR shall keep detailed and separate accounts of the costs relating to obtaining and maintaining intellectual property rights protection in Argentina, India and other countries.
- 5.2 CONICET and CSIR shall keep detailed accounts of the income generated by the use of such rights.
- 5.3 Both Parties shall exchange duly certified annual reports of such accounts.

Section 6 – Withdrawal of Requests

- 6.1 If either Party, in order to obtain intellectual property rights, intends to withdraw a request or refuses to file it, to share the expenses (especially the filing costs) — or to maintain such request, it shall immediately notify the other Party. Notwithstanding the provisions of paragraph 2-3, that Party may file or continue the proceeding, in its name and at its own cost. The withdrawing Party shall thereafter provide all necessary assistance to complete all formalities.

- 6.2 In accordance with the provisions of paragraph 6-3 and pursuant to the conditions set forth in paragraph 6-1, the Party filing or continuing the proceeding shall be entitled to receive any income generated by the use of the rights.
- 6.3 Before filing joint proceedings, the Parties may prepare a list of States in which they undertake to request, if necessary, intellectual property documents. In a separate contract, they may agree that if one of them wishes not to file such request in countries other than the ones included in the abovementioned list, the other Party may only request intellectual property rights in such countries in its own name. That special contract may set forth a specific arrangement for the distribution of income in a manner other than that provided for in Section 2.

Section 7 – Publications – Confidentiality

- 7.1 Each Party shall have the right to publish the results obtained in relation to joint projects. However, before publishing anything, the Parties shall make sure that the rights of third parties are not affected thereby.
- 7.2 Each Party shall specify, as soon as possible, the information produced or arising from any joint project, that it does not wish be published, such as:
- Information not known by the experts in that field or which is not readily accessible through legal means;
 - Information that has actual or potential value due to its confidentiality;
 - Information in respect of which the authorities of the countries concerned have taken the necessary measures to guarantee its confidentiality.
- 7.3 The Party with access to confidential information in relation to a joint project shall maintain such confidentiality.
- 7.4 Any publication or disclosure of such information by one of the Parties shall be previously consented to in writing by the other Party. However, this provision shall not apply where the information is disclosed to agents who have participated in the research work in question or to government agencies. The Party from whom disclosure is requested shall notify its decision to the requesting Party within one (1) month from receipt of the request. Upon expiration of this term, the request shall be deemed to have been accepted. This provision shall remain in force for six (6) months as from termination hereof. Notwithstanding the foregoing, this section shall not exempt researchers participating in joint projects from their obligation to file a report, which shall not amount to disclosure within the scope of industrial property laws and shall not be used in examinations, for lectures, training periods or thesis related to the work carried out by virtue of this cooperation. If necessary, examinations may be conducted privately.
- 7.5 The information authorized to be published may only be used for the joint project in question.

Agreement by Exchange of Letters on the granting of business visas with multiple entries

NEW DELHI, OCTOBER 14th, 2009

Mr. Minister

I have the honour to write to Your Excellency with reference to the "Agreement by Exchange of Letters on the granting of business visas with multiple entries", Signed by the Argentine Republic and the Republic of India on September 20, 1993.

In this respect, I have the honour to propose, in the name of the Argentine Government, the signing of a new Agreement on the basis of reciprocity, that will ruled by the following:

1. Nationals of India and Argentina holding valid passports wishing to travel to the Argentine Republic or to the Republic of India for business, will be granted, at their request, visas for a period of five (5) years, with multiple entries, for a stay of ninety (90) days, during each visit. Prior to its expiry, the stay may be extended for a similar term by applying to the relevant immigrations authorities.
2. Argentine and Indian nationals who request the visas mentioned in the previous paragraph shall provide, at full satisfaction of the relevant consular authority, information on the commercial or economic nature of their travel.
3. Argentine nationals travelling to the Republic of India on business will be exempted from payment for the visas.
4. Indian nationals travelling to the Argentine Republic on business will be exempted from payment for the visas.
5. This Agreement may be terminated by either Party with a notice in writing sixty (60) days in advance. The termination of this Agreement shall not affect the visas given prior to its expiration.

If the above is acceptable to the Government of the Republic of India, this Letter and Your Excellency's Letter of Response showing your conformity shall constitute an Agreement between our two Governments that will come into force thirty (30) days after your Letter of Response.

Please accept, Excellency, my most distinguished consideration.

15 October, 2009

Excellency,

I have the honour to present my compliments to your Excellency and refer to your letter dated October 14, 2009 which textually reads as follows: -

“Mr. Minister

I have the honour to write to Your Excellency with reference to the “Agreement by Exchange of Letters on the granting of business visas with multiple entries”, signed by the Argentine Republic and the Republic of India on September 20, 1993.

In this respect, I have the honour to propose in the name of the Argentine Government, a new Agreement on the basis of reciprocity that will be ruled by the following:

1. Nationals of India and Argentina, holding valid passports wishing to travel to the Argentine republic or to the Republic of India for business, will be granted, at their request, visas for a period of five (5) years with multiple entries, for a stay of ninety (90) days during each visit. Prior to its expiry, the stay may be extended for a similar term by applying to the relevant immigration authorities.

2. Argentine and Indian nationals who request the visas mentioned in the previous paragraph shall provide at full satisfaction of the relevant consular authority, information on the commercial or economic nature of their travel.

3. Argentine nationals travelling to the Republic of India on business will be exempted from payment for the visas.

4. Indian nationals travelling to the Argentine Republic on business will be exempted from payment for the visas.

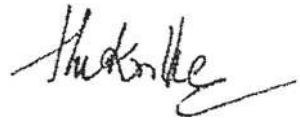
5. This Agreement may be terminated by either Party with a notice in writing sixty (60) days in advance. The termination of the Agreement shall not affect the visas given prior to their expiration.

If the above is acceptable to the Government of the Republic of India, this Letter and Your Excellency’s Letter of Response showing your conformity shall constitute an Agreement between our two Governments that will come into force thirty (30) days after our having received your Letter of Response.

Please accept, Excellency, my most distinguished consideration.”

In this respect, I would like to convey to your Excellency that the Government of India agrees to the terms as contained in your letter. I am glad to inform you that the exchange of these two letters constitutes an Agreement between our two Governments which will come into force within thirty days from today.

I take this opportunity to renew to your Excellency, the assurances of my distinguished consideration.

A handwritten signature in black ink, appearing to read 'S.M. Krishna', with a long horizontal flourish extending to the right.

S.M.Krishna

H.E. Mr. Jorge Enrique Taiana
Minister of External Relations
International Trade and Worship
Republic of Argentina

Salman Khursheed,
Minister of State
for External Affairs

September 20, 1993

Excellency,

I have the honour to present my compliments to your Excellency and refer to your letter of today which textually reads as follows: -

“Dear Mr. Minister,

I have the honour of writing to your Excellency regarding the conversations which were held recently between the representatives of our two Governments regarding the issue of multiple entry visa to businessmen.

In the respect, I would like to convey to your Excellency that in the name of the Government of Argentina we would be very happy to have this Agreement on the basis of reciprocity under the following terms:

1. The Argentine and Indian businessmen, holders of valid passports of their nationalities, who travelled or intend to travel to Republic of India and to the Republic of Argentina for business purposes will be issued at their request for a period of three years with multiple entry visas for a stay of fifteen days during each visit.
2. The Argentine and Indian businessmen who apply for visa referred to in the preceding paragraph in respect of their position, commercial and economic nature of their visit, must satisfy consular and Visa Issuing Authorities of each country.
3. This Agreement for issue on multiple entry visa to businessmen may be terminated by either party with a prior written notice of sixty days. The termination of the same shall not affect the visas already issued until their expiry.

If this is acceptable to the Government of India, I would like to request your Excellency to send a letter conveying your agreement. This will constitute Agreement between our two Governments which will come into force within thirty days of your reply.

I take this opportunity to convey to your Excellency the assurances of my distinguished consideration”.

In this respect, I would like to convey to your Excellency that the Government of India agrees to the terms as contained in your letter. I am glad to inform you that the exchange of these two letters constitutes an Agreement between our two Governments which will come into force within thirty days from today.

I take this opportunity to renew to your Excellency the assurances of my distinguished consideration.



Salman Khursheed

H.E. Mr. Guido Jose Mario Di Tella,
Minister of External Relations,
International Commerce and Worship,
Republic of Argentina, Buenos Aires.

**MEMORANDUM OF UNDERSTANDING ON
COOPERATION
BETWEEN
INDIAN COUNCIL OF WORLD AFFAIRS,
REPUBLIC OF INDIA
AND
ARGENTINE COUNCIL FOR INTERNATIONAL RELATIONS, REPUBLIC
OF ARGENTINA**

The Indian Council of World Affairs (ICWA), New Delhi, and the Argentine Council for International Relations (CARI), Buenos Aires, hereinafter referred to as 'The Parties';

For the purpose of enhancing mutual understanding and friendship between the people of India and Argentina through the promotion of friendly, cooperative, and collaborative institutional relations,

Have reached the following understanding:

Article 1 – General Guidelines

The Parties agree to develop exchanges and cooperation on the basis of mutual respect, equality, and mutual benefit.

The parties agree to involve eminent persons from both sides from the fields of diplomacy, culture, economy and trade, education, international relations, sciences, social sciences, and communications and the media, to facilitate India-Argentina Dialogue and cooperation between civil societies of India and Argentina.

With the objective of maximizing the benefits of such dialogue, the Parties shall decide upon the agenda and venue, agree the number of participants from each side, and each nominate their respective Co-Chairpersons.

The Dialogue will be hosted alternately in India and Argentina by the ICWA and CARI respectively. The dates of the Dialogue will be decided by the Parties.

Article 2 – Scope of Cooperation

Cooperation under this Memorandum may include:

- Promotion and support of those activities that contribute to better understanding and relations between India and Argentina;
- Promotion and support for the exchange of visits by eminent persons in the fields of diplomacy, culture, economy and trade, education, international relations, sciences, social sciences, and communication and the media;
- Cosponsoring of bilateral seminars, symposiums, and panel discussions on regional and global issues of common interest;
- Exchange, at no cost to each recipient, of the two Parties regular publications;

- Other forms of cooperation as may be agreed upon by both Parties through consultations.

Article 3 – Sharing of Expenses

On the basis of reciprocity, the sending Party shall cover its own international travel expenses. The receiving Party shall cover local accommodation and transportation, and organization costs related to the carrying out of the bilateral discussions. However, the Parties shall consult with each other about the financial feasibility of the activities towards that objective, prior to sending their respective delegations.

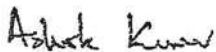
Article 4 –Other Matters

Other relevant issues not covered in this Memorandum shall be decided through mutual consultation between the Parties.

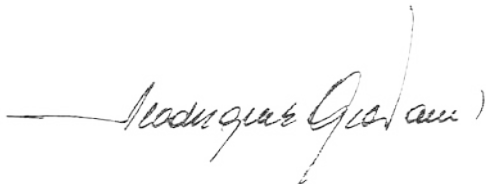
Article - 5

The Memorandum shall come into effect from the date of its signature. This Memorandum of Understanding may be amended by mutual agreement whenever necessary or be terminated by three months' written notice by either Party.

Signed on the 2nd day of April 2009 in two originals each in English and Spanish languages, all text being equally authentic. In case of any divergence in interpretation, the English text shall prevail.



Ashok Kumar
Acting Director General
Indian Council of World Affairs
Sapru House, New Delhi



Adalberto Rodriguez Giavarini
President
Argentine Council for International Relations
(CARI)
Buenos Aires

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF AGRICULTURE OF THE REPUBLIC OF INDIA
AND
THE SECRETARIAT OF AGRICULTURE, LIVESTOCK, FISHERIES AND
FOOD OF THE ARGENTINE REPUBLIC
IN THE FIELD OF AGRICULTURAL RESEARCH**

The Ministry of Agriculture of the Republic of India and the Secretariat of Agriculture, Livestock, Fisheries and Food of the Argentine Republic hereinafter called "the Parties";

Recognizing the importance of scientific and technical co-operation in the field of agriculture, agrifood and biotechnology as a contribution to the economic development of both Parties;

Considering the mutual benefit of co-operation relating to rural, agricultural and food research, training and development;

Wishing to promote and facilitate co-operation and training between scientists and technicians;

Have reached the following understanding:

**ARTICLE I
Application Authorities**

Indian Council for Agricultural Research/Department of Agricultural Research and Education (ICAR/DARE) under the Ministry of Agriculture of the Republic of India and the National Institute of Agricultural Technology (INTA) of the Secretariat of Agriculture, Livestock, Fisheries and Food of the Argentine Republic, shall be responsible for the implementation of this Memorandum of Understanding.

**ARTICLE II
Objectives**

The specific objectives of this Memorandum of Understanding are the initiation of exchange programs in the following areas:

- Joint co-operation and implementation of research projects on topics defined by both Parties under the mutually agreed Work Plans. Other Argentine and Indian organizations and institutions may, by mutual agreement, become associated for implementation of such projects.
- Visits or exchange of researchers during an appropriate time period.
- Organization of study and learning visits and other forms of training.

- Scientific and technical information exchange on organization and management of the Institutions involved; exchange of plant and animal genetic resources, equipment and testing material;
- Exchange of publications and other scientific and technical documents.
- Information on congress, symposia, seminars and any other meetings at which the Parties' representatives may participate for the purpose of acquiring better mutual knowledge of documents related to the jointly implemented programme.

Meetings of ICAR and INTA experts to consider issues of mutual interest.

ATTICLE III Agricultural research

The Parties shall encourage scientific and technical co-operation on agricultural and livestock research, such as land assessment and assessment of land exploitation potential, land degradation assessment, erosion control and stabilization of sandy dunes, land physical limitations as to soil exploitation, medium term weather forecasts, and advice to rural producers, agricultural area, yield forecast, pasturing and crops, land microbiology, saliferous, alkaline, aqueous, waterlogged soil recovery, water use for irrigation particularly in plantations of sugarcane and other vegetables, micro-irrigation, agronomical management of wheat to surpass yield barriers, corn genetic development, production and technology for sorghum processing, seeds technology, dairy cow breeding, including buffalo breeding, hybrids, nutritional use of non-conventional agricultural products to feed animals, meat processing technology and biotechnological issues, including animal and vegetable biotechnology, genetic resources for foodstuffs and agriculture, biosafety, sanitary and phytosanitary measures, biological control of plagues and diseases.

ARTICLE IV Working Group

A Joint Working Group will be set up with representatives from both Parties to meet one in two years alternately in Buenos Aires and New Delhi to follow up the execution of this MoU and suggest necessary measures for its development.

ARTICLE V Biennial Working Plans

This MoU will be implemented through biennial Work Plans. The biennial Work Plans shall include:

- Activities to be implemented pursuant to the objectives of Article II, stating goals, issues, duration and pilot stations as well as the laboratories involved.

- Means needed for their implementation, such as personnel, equipment and financial resources.

The Work Plans may be modified by mutual agreement.

ARTICLE VI Implementation

Upon undertaking any of the cooperation activities described in Article II, the Parties shall conclude an Implementation Protocol determining the co-operation schedule and specific forms as well as any other issue previously agreed upon.

The genetic material exchange shall be made through the single access of each party provided for by ICAR/DARE and INTA in accordance with the quarantine, biosafety, sanitary and phytosanitary requirements according to the regulations established in each country.

ARTICLE VII Financing

International travel expenses for short term study visit/training shall be borne by the Party sending its representatives, including tickets and airport duties, whereas the host country shall bear accommodation, food and domestic travel expenses.

For training and consultancy, financial arrangement shall be decided by mutual consent of both the Parties.

ARTICLE VIII Customs Arrangements

The Parties and Customs authorities must, in accordance with their domestic legislation, accord the relevant measures to import essential equipment or material needed for joint research or exchange projects.

ARTICLE IX Reports and Publications

Technical reports submitted by the operating units responsible for research activities within the framework of this Memorandum of Understanding, in addition to reports by missions, shall be submitted to the co-participating organizations which may distribute such reports and/or exchange scientific or technical comments.

The results of exchange of project activities within the framework of this Memorandum shall be published by mutual consent of the parties in specialized magazines or collections. Publications should mention the INTA-ICAR co-operations

ARTICLE X
Settlement of Disputes

Any dispute which may arise from the interpretation or application of this Memorandum of Understanding or additional agreements shall be solved through consultations or negotiations between the Parties.

ARTICLE XI
Validity

This Memorandum of Understanding shall enter into force on the date of its signing and shall be in force for five (5) years, automatically renewable for (5) five-year successive periods, after previous assessment of the results obtained, unless one of the Parties notifies to the other Party in writing its intension to terminate it at least six months before its expiration.

The termination of this Memorandum of Understanding shall not affect the accomplishment of any other co-operation activities, programmes or projects in progress within its framework, unless otherwise agreed upon by the Parties.

This Memorandum of Understanding may be amended by mutual written agreement of the Parties.

Signed at the city of New Delhi on 5th of July, 2006 in two original copies in the Spanish, Hindi and English languages, all texts being equally authentic. In case of any divergence in interpretation, the English text shall prevail.

S. Nath
FOR AND ON BEHALF OF
Ministry of Agriculture of the
Republic of India

FOR AND ON BEHALF OF
Secretariat of Agriculture,
Livestock, Fisheries and Food
of the Argentine Republic

**AGREEMENT
BETWEEN
THE FOREIGN SERVICE INSTITUTE
OF THE REPUBLIC OF INDIA
AND
THE FOREIGN SERVICE INSTITUTE
OF THE ARGENTINE REPUBLIC**

The Foreign Service Institute of the Republic of the India and the Foreign Service Institute of the Argentine Republic,

Desiring to promote greater cooperation between the two institutes,
have agreed as follows:

ARTICLE 1

The Foreign Service Institute of the Republic of India and the Foreign Service Institute of the Argentine Republic will establish an active information exchange programme related to the curricula of studies, courses, seminars and other academic activities of the two institutes.

ARTICLE II

Both institutes shall encourage the exchange of students, professors, conference speakers, experts, and research scholars for the participation in seminars, and other courses of common interest.

ARTICLE III

Both institutes shall encourage the exchange of publications on specialized subjects, as also of other public and private publications of their respective countries. In this regard, the libraries, and centres or documentation of the above institutes shall help achieve an effective system of communication.

ARTICLE IV

They shall similarly exchange information of common interest especially related to the participation in regional and international organizational meetings that group together institutions of diplomatic service or university institutions involved in International Relations.

ARTICLE V

This Agreement of Cooperation shall enter into force on signature and shall remain in force for a period of three years, automatically renewable for similar three years periods at a time unless terminated by any one party by giving a written notice of 90 days to the other party prior to the date of termination.

Signed in the city of Buenos Aires this 30th day of August, 2000 A.D. in Hindi, Spanish and English languages, each text equally authentic.

For the Foreign Service Institute
of the Republic of India
Signed by: NIGAM PRAKASH
Designation: Ambassador of
India

For the Foreign Service Institute
of the Argentine Republic
Signed by: JOSE RAMON SANCHIS
MUÑOZ
Designation: Director

Abolition of visas for holders of diplomatic and official passports Embassy of the Argentine Republic

New Delhi,
31st March 1994

Excellency,

I have the honour to present my compliments to your Excellency with the object of proposing to your Government, on behalf of the Argentine Government, an agreement of reciprocity between our two countries, concerning the abolition of visas for holders of diplomatic and official passports as per the following guidelines:

- 1- Argentine and Indian nationals, holders of valid diplomatic and official passports of their nationality, will be exempted from visa to enter the Republic of India and the Argentine Republic respectively, on any purpose of travel.
- 2- Holders of above mentioned passports could stay up to three months in Indian or Argentine territory, with multiple re-entries. This period could be extended by the competent authorities of each country, for a similar period.
- 3- The holders of Diplomatic and official passports who are serving in the respective diplomatic or consular representative and have been accredited as members of their personnel, can freely enter, stay in and leave the country in which they render services during the time of holding their office.
- 4- The abolition of visas, established by this agreement does not exempt the holders of these passports from observation of the laws and regulations in force, related to the entry, stay and exit from the respective countries.
- 5- Both Governments reserve the right to restrict the entry into their territory, when they may consider inconvenient the entry of a particular person into that country.
- 6- Any of the Parties can denounce the present Agreement by means of three months prior notice, through diplomatic channels.

If the above is acceptable to the Government of the Republic of India, this note and the reply of Your Excellency which affirms conformity to the above, will constitute an Agreement between our two Governments in this matter, which will enter in force on the date of the reply.

Please accept, Your Excellency the assurances of my most distinguished consideration.



H.E. Mr. Dinesh Singh
Minister of External Affairs
Government of India
New Delhi

Minister of External Affairs, India

31st March 1994

Excellency,

I have the honour to refer to your letter dated the 31st March 1994 regarding conclusion of an agreement between the Government of the Republic of India and the Government of the Argentine Republic concerning abolition of visas for holders of diplomatic, official and special passports of both the countries which reads as follows:

QUOTE

New Delhi,

31st March 1994

Excellency,

I have the honour to present my compliments to your Excellency with the object of proposing to your Government, on behalf of the Argentine Government, an agreement of reciprocity between our two countries, concerning the abolition of visas for holders of diplomatic and official passports as per the following guidelines:

1. Argentine and Indian nationals, holders of valid diplomatic and official passports of their nationality, will be exempted from visa to enter the Republic of India and the Argentine Republic respectively, on any purpose of travel.
2. Holders of above mentioned passports could stay up to three months in Indian or Argentine territory, with multiple re-entries. This period could be extended by the competent authorities of each country, for a similar period.
3. The holders of Diplomatic and official passports who are serving in the respective diplomatic or consular representative and have been accredited as members of their personnel, can freely enter, stay in and leave the country in which they render services during the time of holding their office.
4. The abolition of visas, established by this agreement does not exempt the holders of these passports from observation of the laws and regulations in force, related to the entry, stay and exit from the respective countries.
5. Both Governments reserve the right to restrict the entry into their territory, when they may consider inconvenient the entry of a particular person into that country.
6. Any of the Parties can denounce the present Agreement by means of three months prior notice, through diplomatic channels.

If the above is acceptable to the Government of the Republic of India, this note and the reply of Your Excellency which affirms conformity to the above, will constitute an Agreement between our two Governments in this matter, which will enter in force on the date of the reply.

Please accept, Your Excellency the assurances of my most distinguished consideration.

2. I am pleased to confirm the acceptance of the above-mentioned letter which, together with this letter, constitutes, between our two Governments, an agreement which will enter into force on the date of this reply.

I avail myself of this opportunity to renew to Your Excellency, the assurances of my highest consideration.

A handwritten signature in black ink, appearing to be 'D. Singh', written in a cursive style.

DINESH SINGH

H.E. Dr. Guido Di Tella
Minister of Foreign Relations,
International Trade and Worship
Government of Argentine Republic.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND THE
GOVERNMENT OF THE ARGENTINE REPUBLIC**

The Government of the Republic of India and the Government of the Argentine Republic;

Recognising the responsibility of both countries, as members of the international community, in the task of contributing toward the finding of just and lasting solutions for contemporary international problems;

Aware of the convenience of considering together the developments in the international situation in the ambit of global relations and of that which applies more directly to the interests of developing countries;

Convinced of the importance of establishing a flexible and active mechanism for top- level consultations on matters of common interests;

Have reached the following understandings:

- 1 - Without adversely affecting the constant utilization of diplomatic channels, the two Governments will hold top-level consultations, in principle every year, to review the international situation and overall relations between the two countries.
- 2 - Delegation to the consultation meetings will normally be headed by the Foreign Ministers or other top functionaries.
- 3 - Such consultations can alternately be held in the Republic of India and in the Argentine Republic, on dates and with agenda which may be fixed by common consent through diplomatic channels.
- 4 - Study or work groups can be set up by mutual agreement for examining specific questions. Each delegation can include other authorities, when appropriate, taking into consideration the agenda of the meetings.
- 5 - The Memorandum of Understanding shall enter into force on the date of its signing.

Signed in Buenos Aires, September 20, 1993, in two originals in English and Spanish, all the texts being equally authentic. In case of doubt, the English text shall prevail.

FOR THE GOVERNMENT
OF THE REPUBLIC OF INDIA

FOR THE GOVERNMENT
OF THE ARGENTINE REPUBLIC

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE REPUBLIC OF ARGENTINA ON SCIENTIFIC AND TECHNICAL COOPERATION

The Government of the Republic of India and the Government of the Republic of Argentina (hereinafter referred to as the Contracting Parties), on the basis of the friendly relations existing between the two countries, and in view of the common interest in the advancement of scientific and technological development so as to improve the quality of life for their people, have agreed as follows:

ARTICLE – I

1. The contracting parties shall promote technical and scientific cooperation between their two States.
2. The establishment of programmes, projects and other terms of cooperation falling within the terms of the Agreement, and the details thereof, shall be the subject of specific agreements concluded through diplomatic channels.

ARTICLE – II

The areas of cooperation may include the following:

- A. Exchange of scientific and technical information;
- B. Exchange & training of scientific and technical personnel;
- C. Joint or coordinated implementation of scientific research and technological development programmes;
- D. Implementation of programmes, projects and activities pertaining to economic and social development in either or both countries;
- E. Establishment, operation and/or utilisation of scientific and technical installations and test experimental or production centres;
- F. Any other form of cooperation on which both the Contracting Parties may agree, where this would prove beneficial to both the Parties.

Similarly, when deemed appropriate and by mutual approval of both Contracting Parties, organisations and institutions of a third country or international organisation may be invited to participate in programmes, projects and activities pursuant to the Agreement.

ARTICLE – III

Both the Contracting Parties, in conformity with their national legislation, may promote the participation of private organisations and institutions of their respective countries in the implementation of programmes, projects and activities of cooperation envisaged in the specific agreements mentioned in Article I, paragraph 2 of this Agreement.

ARTICLE – IV

1. The expenses of sending scientific personnel, experts and advisors (henceforth to be referred to as “the specialities”), equipment and material of one country to the other

country for the purposes of this Agreement shall be borne by the sending Party, whilst the receiving Party shall bear the living expenses, medical expenses and local travel expenses and specific agreements concluded to Article I, paragraph 2.

2. Governmental contribution to the programmes, projects or activities shall be made in the manner to be established in Article I, paragraph 2.
3. The income of scientific and technical personnel of one country deputed under the terms of this Agreement to the other country will be exempt from income-tax in the host country.
4. Both the Parties shall agree on the manner in which institutions and organisations of a third country or international organisations may participate with contributions to programmes, projects or other forms of cooperation envisaged in this Agreement.

ARTICLE – V

1. In order to assess and promote the implementation of this Agreement and the specific Agreements concluded thereof, in accordance with Article I, paragraph 2 and to exchange information on the progress made in the execution of the programmes, projects and activities of mutual interest, a Joint Committee shall meet biennially, alternatively in India and Argentina. The Joint Committee shall be composed of Indian and Argentine members who shall be designated by the respective governments for each of the meetings.
2. The Joint Committee shall make the recommendations that it deems appropriate and may suggest the designation of groups of specialists for the study of particular questions in which case, it shall propose the opportunity for their convening. Such groups may also be convened, through diplomatic channels, at the request of one of the Parties and by mutual approval outside the Joint Committee meetings.

ARTICLE – VI

1. The exchange of scientific and technological information referred to in Article II, paragraph A shall be made amongst the organisations designated by the Contracting Parties, in particular research institutions, documentation centres and specialised libraries.
2. The scope of dissemination of information obtained as a result of the programmes, projects and activities of cooperation shall be established in the specific agreement mentioned in Article I, paragraph 2.

ARTICLE – VII

The specific agreements concluded pursuant to Article I, paragraph 2 shall cover when applicable:

- A. Provisions for liability resulting from activities to this Agreement.
- B. Provisions for the settlement of disputes. Both the Governments shall consult mutually through diplomatic channels with respect to any matter that may originate from this Agreement or in relating to it.

ARTICLE – VIII

1. The Contracting Parties, in conformity with their respective national legislation and taking into consideration the necessary reciprocity, shall facilitate the entry and exit from the national territory of the specialists and members of their immediate family.
2. The personal effects, as applicable, of the specialists and members of the immediate family and the equipment and material imported and/or exported under this Agreement in conformity with Article I, paragraph 2, shall be exempt from the payment of import/export duties, taxes, sur-taxes and other charges payable for these transactions, in accordance with their respective national legislation taking into account the necessary reciprocity.

ARTICLE – IX

1. The Contracting Parties shall designate in their respective countries, an organisation in charge of coordinating the measures at the internal level in pursuance of this Agreement.
2. The specific agreements envisaged in Article I, paragraph 2, shall determine the organisations and institutions responsible for the implementation of the agreed measures. Such organisations and institutions for the implementation of the agreed measures shall respectively maintain both Contracting Parties informed of the progress made in the execution of such measures.

ARTICLE – X

The present Agreement shall enter into force as from the date of exchange of the instruments of ratification and shall remain in force for a period of 5 years to be extended by tacit acquiescence for successive periods of the same time unless one of the Contracting Parties denounces it in writing twelve months prior to the termination of any of its valid periods.

The denunciation of the present Agreement shall not affect the period of the specific agreements and/or operations concluded according to the present Agreement. Its execution shall continue according to the rules established in this Agreement and the specific Agreements establishing them.

The Contracting Parties agree to start the provisional implementation of the present Agreement as from the date of its signature.

Done in the city of New Delhi, capital of the Republic of India on the 24th day of January, 1985 in Hindi, English and Spanish languages, all texts being equally authentic. In the case of divergence of interpretation, the English text shall prevail.

For the Government of
the Republic of India

For the Government of the
Republic of Argentina

AGREEMENT ON ECONOMIC COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA AND GOVERNMENT OF THE REPUBLIC OF ARGENTINA

The Government of the Republic of India and the Government of the Argentine Republic, considering the close and traditional friendship existing between India Argentina, wishing to consolidate, develop and diversify the economic relations between the two countries through a larger, reciprocal and permanent cooperation,

Have agreed as follows:

Article I

Within the framework of their respective legislations and the scope of the programmes intended to strengthen their own economies, the Contracting Parties bind themselves to look for stable forms of economic cooperation in order to reach the objectives of the present Agreement and to facilitate cooperation among the companies and organizations of each country.

Article II

The cooperation referred to in this agreement shall mainly be developed in the following areas, but it shall be understood that this enumeration is not limitative and that both Contracting Parties may agree at all times to other kinds of cooperation, where this would prove to be beneficial to both parties.

Agriculture, cattle raising, fishery, forestry, oil, gas and carboniferous exploitation, food, refrigeration, petrochemical, carbochemical, medical and pharmacological, metallurgical, roads, naval and railway and harbour industries; machine tools in light industry in general; power generating equipment other kinds of conventional and non-conventional sources of energy, telecommunication, electronic, medical, pharmaceutical and laboratory equipment, consultancy services on engineering and insurance; civil construction, automobile industry, other engineering industries etc.

The organizations or companies of each country shall, through agreements or contracts to be concluded among them within the scope of the present Agreement, establish the forms of cooperation with any of the aforementioned areas.

Article III

The Cooperation could be made under any form which the two Contracting Parties may agree upon, such as:

- a) The joint elaboration of studies and projects and medium and long-term programmes for economic development;
- b) The construction of new industrial facilities and/or modernization of the already existing.

- c) The exchange of patents, licenses, knowhow, technical information and documentation; training of technical personnel at enterprise level; implementation and improvement of the existing technology and development of new technological processes;
- d) The elaboration of studies and projects for the joint marketing in international markets of products obtained through the cooperation developed within the frame of this Agreement.
- e) Contracts and Agreements between Companies for the development of direct relations regarding technical assistance, feasibility and programme studies of production and medium and long-term supply.
- f) Interbank agreements within the limits allowed by their respective availability destined to finance, according to the legislation in force in each country, cooperation projects and/or contracts envisaged in the present Agreement.

Article IV

The Contracting Parties bind themselves to foster cooperation in the economic areas offering best conditions for development. To this aim they shall exchange periodically up to date information permitting them to evaluate the marketing conditions of their products in their own markets or in other markets.

Article V

In order to promote and coordinate the activities to be carried out in the two countries and to examine the problems that may arise during the implementation of the present Agreement, an Intergovernmental Joint Commission will be established with representatives of the two Governments and the eventual assistance of experts and representatives of the public sectors or of the industrial organizations of the two countries.

The Joint Commission shall alternately meet in Argentina and India, at least once a year, and every time the Governments deem it necessary and appropriate.

In the understanding that the present statement is neither restrictive nor limitative, the commission shall:

- a) Identify the areas of common interest where it is possible to carry out definite forms of cooperation.
- b) Examine projects and initiatives leading to increase the forms of cooperation;
- c) Propose to the respective governments the adoption of more suitable measures for the practical implementation of the present Agreement.

In cases of particular urgency, or every time the Contracting Parties consider it necessary, the projects and the initiatives to be carried out within the framework of reciprocal cooperation could be made known by the two parties through diplomatic channels.

Whenever the Joint Commission may deem convenient, it shall create specialized working groups to study particular subjects. The working groups will submit their own conclusions to the Joint Commission and the latter shall propose to the corresponding governments the adoption of suitable measures allowing its practical implementations.

Article VI

Within the framework of the respective legislations in force, the contracting Party shall grant to those persons going from one country to the other following the aims of the present Agreement, the facilities required for the normal execution of their specific activities.

Article VII

The Contracting Parties bind themselves not to transmit to third countries, without the written consent of the other Party, information on the results of the cooperation developed in the fulfilment of the present Agreement.

Article VIII

Both Governments shall consult each other through diplomatic channels on any subject that could derive from this Agreement regarding its implementation.

Article IX

The Present Agreement shall enter into force as from the date of exchange of the instruments of ratification and shall remain in force for a period of five years, to be extended by tacit acquiescence for successive periods of the same time, unless one of the Contracting Parties denounce it in writing twelve months prior to the termination of any of its valid periods. The denunciation of the present Agreement shall not affect the period of the specific agreements and/or operations concluded according to the present Agreement. Its execution shall continue according to the rules established in this Agreement and the specific agreements establishing them.

The Contracting Parties agree to start the provisional implementation of the present Agreement as from the date of its signature.

Done in the city of New Delhi capital of Republic of India on the twenty-fourth day of January 1985 in Hindi, English and Spanish languages, all texts being equally authentic. In the case of divergence of interpretation, the English text shall prevail.

For the Government of
the Republic of India

For the Government of
the Republic of Argentina

Khurshid Alam Khan
Minister of State for
External Affairs

Ricardo Campero
Secretary of State for
Foreign Trade

TRADE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE REPUBLIC OF ARGENTINA

The Government of the Republic of India and
The Government of the Republic of Argentina,

REASSERTING the traditional ties of friendship between their people and motivated by the common desire of strengthening the commercial relationship between the two countries on the basis of reciprocity and mutual benefit.

TAKING DUE NOTE of the newly emerging international trade policy with regard to a closer economic cooperation among the developing countries and aiming at an efficient utilisation of their resources and at accelerating their economic growth rate; and

TAKING INTO ACCOUNT their respective international rights and obligations, including their rights and obligations as parties to the General Agreement on Customs Tariffs and Trade,

HAVE AGREED to the following.

ARTICLE I

In accordance with the laws and regulations in force in their respective countries, the Contracting Parties shall grant the maximum facilities that are possible and take appropriate measures for the exchange of different kinds of goods between the two countries, originating and coming therefrom.

For this purpose, the two Governments shall exchange, on a regular basis, corresponding lists of goods available for export to the other country, which lists shall be given broad publicity. List "A" annexed to the Agreement consists of exportable goods of the Republic of India; list "B" annexed thereto consists of exportable goods of the Republic of Argentina. These lists have an enunciative nature; the reciprocal facilities and conditions agreed upon under this Agreement shall therefore be applied to any other commodities that might be exchanged between the two countries, in full accordance with the legislation in force in each of these countries.

The goods to be exchanged between the two countries shall be oriented to meeting the internal necessities of the buyer country, unless the pertinent authorities of the Contracting Parties as otherwise agree.

The Contracting Parties shall strive to use the means at their disposal so that the proportion of semi-manufactured and manufactured goods which form the trade, reaches the highest level possible utilising the means available to them.

ARTICLE II

The exchange of commodities between the two countries shall be effected in accordance with the rights acquired and obligations contracted by means of multilateral treaties or agreements subscribed to by both the countries.

ARTICLE III

All payments and charges in connection with commercial transactions between the two countries shall be made in free convertible currency acceptable to both the Governments, in accordance with the foreign exchange regulations in force in their respective countries from time to time.

ARTICLE IV

Each Contracting Party shall grant, for the imported goods originating from the country and for those exported to the other country, the most favourable conditions that have been granted to commodities coming from or going to any other country or group of countries, in terms of customs tariffs, any sort of duties, taxes or fiscal levies, as well as with regard to administrative formalities, license granting or exemptions, prohibitions and restrictions on import and export of commodities transference or payment of moneys, regulation of circulations, transportation and distribution of commodities.

ARTICLE V

The provisions of Article IV shall not be applicable to the following:

- (a) Advantages granted or to be granted by either Contracting Party to its neighbouring countries;
- (b) Preferences or advantages granted by one of the Contracting Parties to some other country before the date on which this Agreement becomes effective, or in replacement of such preferences or advantages as existed prior to the 10th April, 1947;
- (c) Preference or advantages granted within the contract of any scheme for trade development and economic cooperation among developing countries in which developing countries can participate and in which one of the Governments is or might in future be included; and
- (d) Advantages granted or to be granted in future by a Contracting Party to third countries as a consequence of its participation in customs unions, free trade zones and /or regional or sub-regional integration agreements.

ARTICLE VI

Exports of commodities from one of the Contracting Parties to the other shall be subject to the general regulations in force in the exporting country at the time the export is affected. Imports by each contracting party of products coming from the other shall be subject to the general regulations in force in the importing country at the time goods are dispatched to the market.

ARTICLE VII

With a view to promoting the objectives of this Agreement, each Government shall endeavour to facilitate as much as possible, in accordance with the rules and regulations, usages and other administrative formalities of its country the following;

- (a) The exchange of commercial or technical representatives, teams or delegations, between the two countries;
- (b) The holding, in its own country, of Trade Fairs, Industrial Exhibitions or other activities aiming at promoting trade by companies and organisations of the other country; and
- (c) The import from the other country of articles required for display in fairs, exhibitions or similar events, as well as of samples of goods for publicity purposes.

ARTICLE VIII

The two Governments shall exchange information on their development programmes in order to identify the appropriate fields where industrial and commercial cooperation can be efficiently organised for mutual benefit.

ARTICLE IX

Each Contracting Party will grant to the other Party's ships, while in its ports, the most favourable treatment permitted by its laws and regulations.

The provisions of the preceding paragraph shall not apply to the activities legally reserved by each country for its own nationals.

The Contracting Parties agree to cooperate for the development of closer ties in the field of maritime transport of cargoes generated by bilateral trade and for the conclusion of favourable agreements for the development of maritime transport between the two countries.

ARTICLE X

The Government of the Republic of India reserves the right of insuring through Indian insurance companies all commodities exported to the Republic of Argentina, as well as goods of Argentina origin imported into the Republic of India, in all cases where the transport risks are to be borne by the supplier or by the buyer, as the case may be.

The Government of the Republic of Argentina holds the right of insuring through Argentina insurance companies of all commodities exported to India, as well as goods of Indian origin imported into the Republic of Argentina, in all cases where the transport risks are to be borne by the supplier or by the buyer, as the case may be.

ARTICLE XI

In order to facilitate the implementation of this Agreement, a Joint Committee consisting of representatives appointed by the two Government is hereby constituted. The Joint Committee shall meet yearly or as many times as is found desirable on mutual agreement, on an alternate basis in India and Argentina.

Within the context of this Agreement, the Joint Committee shall inter alia carry out the following activities:

- (a) Analyse and study the implementation of the provisions of the Agreement;
- (b) Review measures with a view to solve problems that might arise in the implementation of the Agreement or in the trade exchange between the two countries;
- (c) Study proposals made by either of the two Governments within the context of the Agreement, aiming at broadening and diversifying the trade exchange between the two countries; and
- (d) Identifying the proper fields for Industrial cooperation, particularly those which offer the possibilities of developing trade exchange for mutual benefit.

ARTICLE XII

After the expiry of this Agreement, its provisions shall continue to be applied to all commercial transactions settled before its expiry.

ARTICLE XIII

This Agreement shall enter into force provisionally upon signature and in a definitive manner upon exchange of Instruments of Ratification between the Contracting Parties. It shall remain in force for an initial period of three years from the date of its entry into force. Thereafter, it shall be automatically renewed for successive periods of one year each time, unless one of the Contracting Parties gives a written notice to the other about its intention to terminate the Agreement, three months in advance of the expiry of any of the above periods of its validity.

Done at Buenos Aires on the 28th of July, 1981 in six originals, two each in Hindi, Spanish and English languages, all the texts being equally authentic, except in case of doubt when the English text shall prevail.

For the Government of the
Republic of Argentina
Sd/
(OSCAR CAMILION)
FOREIGN MINISTER

For the Government of the Republic of
India
Sd/-
(PRANAB MUKHERJEE)
MINISTER OF COMMERCE
STEEL AND MINES

LIST “A”
LIST OF EXPORTABLE ITEMS FROM INDIA TO ARGENTINA

Engineering Goods

Railway equipment and rolling stock
Rails
Railway coaches, wagons and components
Bars and rods (excl. Wire rods) other than of high carbon or alloy steel
Iron and steel castings
Transformers
Transmission towers, cables and insulators
Angles, shapes and section of steel
Textile machinery
Cement machinery
Sugar mill machinery
Mining machinery and projects
Insulated cables, cords and flexes
Air or gas compressors (incl. Rotar and tubes compressors) and free piston generators
for gas turbines
Centrifugal pumps
Hand tools, small tools and cutting tools
Machine tools
Household sewing machines
Bicycle and parts
Ball and roller hearings
Electrical machinery
Galvanised wire
Bulk handling and mining equipment
Electric fans and parts
Automobile and Auto parts
Steel pipes and tubes
M.S. pipes and fittings
Electronic components and parts
Diesel engines and parts
Malleable fittings
Power generators
Switch-gears
Steel-wire

Chemicals & Allied Products

Reactive dyes
Disperse dyes
Acid dyes
Bat dyes

Nephthals
Photo-chemicals
Caustic soda
Bichromates
Indian drugs
Drugs intermediates
Medical herbs
Agarbatties
Dyes and dyes intermediates
Betaine
Lemongrass oil
Phenolphthalein
Saccharine
Stericids
Camphor products
Rubber
Rubber manufactured goods including tyres and tubes
Paints, varnishes and allied products
Glass and glasswares
Ceramic and asbestos, cement products
Paper and paper products including books
Refractories and processed minerals
Plywood and allied products
Soaps, cosmetics and toiletry articles
Miscellaneous products including crushed bones and bone grist

Agricultural & Allied Products

HPS groundnut
Fresh fruits and vegetables such as bananas, mangoes, onions, potatoes and tomatoes
Cashew
Guar gum
Gum, resins and lac
Tobacco
Cattle feed
Marine products (shrimps, prawns, frog legs etc.)
Shellac
Sonna leaves and pods
Opium crude
Spices
Plants and seeds for production of perfumes

Miscellaneous

Tea
Coffee

Finished leather
Readymade leather
Handicrafts (including hand-knotted woollen carpets)
Sports good
Gems and jewellery
Feature films
Jute manufactures (hessian, carpet backing sacks etc.)
Coir

LIST "B"
LISTS OF PRODUCTS FOR EXPORT FROM ARGENTINA TO INDIA

Agricultural equipment and spare parts
Fishing vessels and freighters
Marine diesel engines (above 400 H.P.)
Machinery for Dairy, textile and leather industries
Electrical, electronics and measuring instruments
Electro-medical equipment
Equipment for cinematography
Railways equipment, diesel locomotives and railway wagons
Equipment for assaying metals
Bearings
Organic and inorganic chemicals
Non-ferrous metals
Machine tools and office and statistical machines
Medicinal and pharmaceutical products
Dye-stuffs
Finished chemical and pharmaceutical products
Grain raw wool
Tallow and animal and vegetable fats and oils
Quebracho extract
Hides and skins
Electrolytic copper wire bar
Zinc ingots
Lead ingots
Nickel
Tin

**CULTURAL AGREEMENT BETWEEN THE
GOVERNMENT OF INDIA AND THE
GOVERNMENT OF THE
ARGENTINE REPUBLIC
Buenos Aires, 28 May 1974**

The Government of the Republic of INDIA
AND

The Government of the ARGENTINE Republic

INSPIRED by their desire to strengthen the existing ties of friendship between their peoples, and with a view to develop cultural exchanges between the two countries.

HAVE decided to sign the present Cultural Agreement, and for that purpose have designated their respective Plenipotentiaries:

The Government of the Republic of INDIA, represented by SHRI SURENDRA PAL SINGH, Minister of State in the Ministry of External Affairs,

The Government of the ARGENTINE Republic, represented by ALBERTO JUAN VIGNES, Minister of Foreign Affairs and Worship,

HAVE AGREED as follows:

Article 1

The Contracting Parties shall facilitate and encourage cultural cooperation in the fields such as education, art, literature, mass media of communication, journalism, sports and games.

Article 2

The Contracting Parties shall encourage and facilitate:

- a) reciprocal visits of intellectuals, writers, artistes and professors for delivering lectures, study tours and conducting special courses;
- b) reciprocal visits of representatives of educational, artistic, literary, journalists, and sports associations and organisations and participation in congresses, conferences, symposia and seminars;
- c) exchange of materials in the fields of education, culture and sports, translation and exchange of books, periodicals and other educational, cultural and sports publications, and, as far as possible, exchange of art specimens; and
- d) reciprocal facilities to archaeologists to enable them to gain experience of excavations as well as preservation and display of archaeological finds, training facilities and also exchange of specimens or casts.

Article 3

Each Contracting Party shall endeavor to provide facilities, scholarships and fellowships to nationals of the other country for pursuing different disciplines.

Article 4

The Contracting Parties shall promote cooperation between the art and musical institutions of each other's country by encouraging the exchange of:

- a) art and archaeological exhibitions;
- b) documentaries, cultural and educational films, radio and television programme recordings;
- c) artistes, professors of music and dance and music ensembles;
- d) exchange of experts in the field of cinematography and participation in each other's internal film festivals.

Article 5

The Contracting Parties shall endeavour to encourage cooperation between their respective institutions in the areas of broadcasting, cinematography and press.

Article 6

Each Contracting Party shall encourage the organisation of sports events and gatherings between Indian and Argentine sports people and their participation in international games and competitions in its territory.

Article 7

Each Contracting Party shall, so far as it lies within its powers, ensure that the text books prescribed for its educational institutions, particularly those in the fields of history and geography, do not contain any error or misrepresentation about the other country.

Article 8

The Contracting Parties shall examine the diplomas, certificates and university degrees granted by the other Party with a view to arriving at their equivalence.

Article 9

Each Contracting Party shall promote study of history, civilisation, culture and language of the other Contracting Party.

Article 10

Each Contracting Party shall welcome establishment in its territory of cultural institutes or friendship associations devoted to educational and cultural pursuits by the other Contracting Party, or by the two Contracting Parties jointly, in accordance with its laws, regulations and general policy in this regard.

It is understood that prior clearance of the Government concerned would be obtained before any institution is established in pursuance of this Agreement.

Article 11

For the fulfilment of the objectives of the present Agreement, a Joint Committee may be established, when considered necessary consisting of an equal number of representatives of both the Governments, which shall meet as and when the need arises and at the request of either Contracting Party, alternately in India and Argentina.

The Joint Committee shall be responsible for keeping under periodical review the working of the present Agreement, advising the Governments concerned in formulating and recommending any items of interest to Contracting Party in the fields within the scope of the present Agreement as well as advising in regard to the manner in which the working of the present Agreement may be improved upon.

Article 12

The present Agreement shall be subject to ratification by the Contracting Parties. It shall come into force thirty days after the exchange of the Instruments of Ratification, which shall take place in the city of New Delhi. The present Agreement shall remain in force until the expiration of six months from the date on which either Contracting Party gives to the other a notice in writing of its intention to terminate it.

IN WITNESS WHEREOF, the Plenipotentiaries of the Contracting Parties have signed and sealed the present Agreement in the city of Buenos Aires, capital of the Argentine Republic on this 28th day of May of the year 1974 (corresponding to the 7th day of Jyaistha, the Saka year 1986) in two originals, each in the Hindi, Spanish and English language. In case of doubts as regards its interpretation, the English version shall prevail.

For the Government of
the Republic of India
Sd/-
SURENDRA PAL SINGH
Minister of State
in the Ministry of External Affairs

For the Government of the
Argentine Republic
Sd/-
ALBERTO JUAN VIGNES
Minister of Foreign Affairs and Worship

Abolition of fees for Tourist and Transit visas

Excellency,

I have the honour to acknowledge the receipt of your letter of August 28, 1968, regarding the abolition of fees for Tourist and Transit visas between India and Argentina.

The Government of India have accepted your proposal, on reciprocal basis, to abolish visa fees in the following cases:

- 1) Argentine nationals visiting India as tourists or passing through India (in transit).
- 2) Indian nationals visiting Argentina or passing through Argentina (in transit).

This agreement is not applicable to nationals of the two countries visiting India/Argentina temporarily or as immigrants.

The Government of India have also agreed to make the agreement effective from the 1st October, 1968. This letter may be treated as the formal acceptance of the agreement between the two Governments.

I renew to Your Excellency the assurances of my highest consideration.



H.E. Dr. Nicanor Costa Mendez,
Minister of External Affairs and Worship
Government of Argentina,
BUENOS AIRES

**AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE GOVERNMENT OF THE ORIENTAL REPUBLIC OF URUGUAY
REGARDING COOPERATION AND MUTUAL ASSISTANCE
IN CUSTOMS MATTERS**

The Government of the Republic of India and the Government of the Oriental Republic of Uruguay, hereinafter referred to as the Parties,

Considering that cooperation and assistance between customs administrations is a useful tool to achieve various goals for growth, development, trade facilitation and security,

Considering the importance of the accurate assessment of customs duties and other taxes and of ensuring proper enforcement by customs administrations of prohibitions, restrictions and measures of control in respect of specific goods;

Considering that offences against customs law are prejudicial to the security of the Parties and their economic, commercial, fiscal, environmental, social, public health and cultural interests;

Having regard to the pertinent international Conventions and instruments issued by the Customs Cooperation Council (World Customs Organization);

Have agreed as follows:

**Article 1
Definitions**

For the purposes of this Agreement:

- (a) the term “customs legislation” shall mean laws and regulations administered and enforced by the customs authorities that govern the importation, exportation and transit of goods or any other customs regimes including the provisions related to customs duties, taxes and other charges applied or collected by the customs authorities and pertaining to measures of prohibition, restriction and control of goods;
- (b) the term “customs authority” shall mean in the Republic of India, the Central Board of Indirect Taxes and Customs and in the Oriental Republic of Uruguay, the National Customs Directorate;
- (c) the term “requesting customs authority” shall mean the customs authority which makes a request for assistance in customs matters;
- (d) the term “requested customs authority” shall mean the customs authority, which receives a request for assistance in customs matters;

- (e) the term “customs offence” shall mean any violation of customs legislation as well as any attempted violation of such legislation;
- (f) the term “person” shall include any natural or legal person;
- (g) the term “information” shall mean any data, whether or not processed or analyzed, and documents, reports, and other communications in any format, including electronic, or certified or authenticated copies thereof; and
- (h) the term “personal data” shall mean any data concerning an identified or identifiable natural person;

Article 2

Scope of the Agreement

1. The customs authorities shall provide mutual assistance and cooperation, including information exchange and consultations necessary to ensure the correct application of customs legislation, facilitate trade and to prevent, investigate and combat customs offences.
2. Any assistance carried out under this Agreement by the Parties shall be in accordance with their domestic legal and administrative provisions and within the limits of the competence and available resources of their customs authorities.
3. This Agreement only covers mutual administrative assistance between the Parties and is not intended to have an impact on mutual legal assistance agreements between them. If mutual assistance is to be provided by other authorities of the Party to which the requested customs authority belongs, the requested customs authority shall indicate those authorities and, where known, the relevant agreement or arrangement applicable.
4. The provisions of this Agreement shall not restrict the provision of any assistance or mutual cooperation that the Parties have agreed to.
5. Assistance under this Agreement does not include recovery by the requested customs authority of duties, fees or any other amount due to the requesting customs authority.

Article 3

Communication of Requests

1. Requests for assistance under this Agreement shall be communicated directly between the customs authorities. Each customs authority will designate nodal point(s) for this purpose and will provide details thereof to the other customs authority. Any change in the designated nodal point(s) shall be communicated promptly.
2. The customs authorities shall provide each other, either on request or on their own initiative, with information and intelligence which helps to ensure proper application of customs legislation and the prevention, investigation and combating of customs offences in relation to the movements of goods between the Parties.

3. Request for assistance under this Agreement shall be made in writing or electronically, and shall be accompanied by any information deemed useful for the purpose of complying with such requests. When the circumstances so require, requests may be made verbally. Such requests shall be confirmed as soon as possible either in writing or by electronic means.

Article 4 Substance of Requests

Requests for assistance made shall include the following details;

- (a) the name of the requesting customs authority;
- (b) the matter at issue, type of assistance requested, and reasons for the request;
- (c) a brief description of the case under review and the legal and administrative provisions that apply;
- (d) the names and addresses of the persons to whom the request relates, if known;
- (e) other details available to enable the requested customs authority to effectively fulfill the request.

Article 5 Execution of Requests

1. The requested customs authority shall communicate in writing the response to the request to the requesting customs authority including, if applicable, a certified copy of the relevant documents and any other related information.
2. If the requested customs authority does not have the information, the requested customs authority shall, in accordance with its legal and administrative provisions, take the necessary measures to obtain it.
3. Any inquiry under paragraph 2 of this Article may include the recording of statements of persons from whom information is sought in connection with a customs offence and from concerned witnesses and experts, to the extent permitted by the respective national laws. In case the requested customs authority is unable to provide the required information or documents to the requesting customs authority, it shall inform the requesting customs authority of the reasons for such inability.
4. The requested customs authority shall endeavour to provide the information requested by the requesting customs authority at the earliest, preferably within three (3) months of its receipt by the requested customs authority.

Article 6 Authenticity of documents

On request, the requested customs authority shall provide the requesting customs authority, any available information:

- (a) contained in customs documents relating to the movement of goods, between the Parties, which are suspected of being contrary to the customs legislation of the requesting customs authority;
- (b) enabling false declarations to be detected, in particular with regard to customs value;
- (c) concerning certificates of origin, invoices, or other documents, known to be, or suspected of being, false; and
- (d) concerning the authenticity of any document produced in support of a declaration made to the authorities of the requesting customs authority.

Article 7

Personal data

In no case will personal data concerning racial, political opinions, religious beliefs, health or sexual orientation be exchanged under this Agreement.

Article 8

Exchange of information and Intelligence

1. The customs authorities shall provide each other, either on request or on their own initiative, with information and intelligence on transactions, or acts completed or planned which constitute or appear to constitute a customs offence.
2. In serious cases that could involve substantial damage to the economy, public health, public security or any other vital interest of one Party, the customs authority of the other Party shall, wherever possible, supply information and intelligence on its own initiative and without delay.

Article 9

Technical assistance

Customs authorities shall provide each other technical assistance in the area of customs matters including:

- (a) exchange of customs officers when mutually beneficial for the purpose of advancing the understanding of each other's techniques;
- (b) training and assistance in developing specialized skills of customs officials;
- (c) exchange of information and experience in the use of the technical equipment for control purposes;
- (d) exchange of visits of customs officials;
- (e) exchange of professional, scientific and technical information relating to customs legislation, regulations and procedures; and
- (f) exchange of information to promote the simplification and harmonisation of ~ their customs procedures.

Article 10

Trade Facilitation

The customs authorities of the Parties shall endeavour to facilitate trade between the Parties and agree that the following principles, in particular, are the basis for the development, and administration of trade facilitation measures:

- (a) transparency, efficiency, simplification, and harmonisation of customs procedures;
- (b) promotion of international standards and consistency with applicable multilateral instruments;
- (c) use of information technology;
- (d) customs controls based on risk management; and
- (e) exchange of best practices in coordinated border management.

Article 11

Special Assistance

Customs authorities shall, on their own initiative or upon request, supply each other with the following information:

- (a) whether goods imported into the territory of the State of the requesting customs authority have been legally exported from the territory of the State of the requested customs authority;
- (b) Whether goods exported from the territory of the State of the requesting customs authority have been legally imported into the territory of the State of the requested custom authority.

Article 12

Surveillance and Information

1. On request, and within the limits of its competency, the requested customs authority shall maintain surveillance over and provide information on:
 - (a) goods either in transport or in storage, known to have been used or suspected of being used to commit customs offences in the territory of the requesting customs authority;
 - (b) means of transport known to have been used or suspected of being used to have commit customs offences in the territory of the requesting customs authority;
 - (c) premises in the territory of the requested customs authority known to have been used or suspected of being used in connection with the commission of a customs offences in the territory of the requesting customs authority; and
 - (d) persons, known to have committed customs offences or suspected of doing so in the territory of the requesting customs authority.

2. The results of such surveillance shall be communicated to the other customs authority as soon as is reasonably possible.

Article 13

Experts and Witnesses

On request, the requested customs authority may authorize its officials to appear before a court or tribunal in the territory of the Party to which the requesting customs authority belongs as experts or witnesses in a matter related to the application of customs legislation.

Article 14

Inquiries

1. On request, the requested customs authority shall initiate inquiries concerning operations which constitute, or appear to constitute a customs offence in the State of the requesting customs authority. It shall communicate the results of such inquiries to the requesting customs authority.
2. Such inquiries shall be conducted under the laws of the State of the requested customs authority. To the extent permitted under the domestic laws of the State of the requested customs authority, it shall proceed as if it were acting on its own account.

Article 15

Arrangements for visiting officials

1. On request, officials specially designated by a requesting customs authority may, with the authorization of the requested customs authority and subject to conditions the latter may impose, for the purpose of investigating a customs offence:
 - (a) examine, in the offices of the requested customs authority, documents and any other information relating to those customs offences, and be supplied with copies thereof;
 - (b) be present during any investigation or proceedings under customs law conducted by the requested customs authority in the country of the requested customs authority which is relevant to the requesting customs authority. These officials shall only have an advisory role.
2. When officials of the requesting customs authority are present in the country of the other customs authority under the circumstances provided under paragraph 1(b) of this Article, they must at all times be able to furnish proof of their official identity. They must not wear uniform, nor carry arms.
3. Officials, while in the country of the other customs authority under the terms of this Agreement, shall be responsible for any offence they may commit and shall enjoy, to the extent provided by its national laws, the same protection as accorded to its own customs officers.

Article 16
Use of Information and confidentiality

1. Information received under this Agreement, shall be used solely for the purposes of this Agreement. It shall not be communicated or used for any other purposes unless the customs authority furnishing such information, expressly approves such use.
2. The customs authorities may, in accordance with the purposes and within the scope of this Agreement, use the information received in accordance thereto as evidence, report and testimony in proceedings brought before the judicial and/or administrative authorities. Such use of the information received and its evidential force shall be determined in accordance with the laws of the State of the requesting customs authority.
3. The information provided under this Agreement shall be used by officers duly authorized by the customs authorities.
4. The customs authorities shall be responsible for the correct use of information received, and shall take the necessary measures to ensure compliance with the provisions of this Agreement.
5. Any information exchanged in any form whatsoever, between the customs authorities pursuant to this Agreement shall be afforded the same level of confidentiality and of protection as is granted to such information and documents in accordance with the laws of the Party to which the requesting customs authority belongs.

Article 17
Exceptions from the liability to render assistance

1. If the customs authority of one Part Considers that compliance with the request would be prejudicial to the sovereignty, security, public order or any other essential interest of the State of that Party it may refuse to provide the assistance requested under this Agreement, wholly or partially, or provide it subject to certain conditions or requirements.
2. If assistance is refused, the decision and the reasons for the refusal shall be notified to the requesting customs authority immediately.
3. If the customs authority of one Party requests the assistance, which it would not itself be able to provide, it shall draw attention to that fact in the request. Compliance with such a request shall be within the discretion of the requested customs authority.
4. If the requested customs authority considers that the effort required to fulfill a request is clearly disproportionate to the perceived benefits to the requesting customs authority, it may decline to provide the requested assistance.

Article 18
Costs

1. Each customs authority shall waive all claims for reimbursement of costs incurred in the execution of this Agreement, with the exception of mutually agreed expenses for

experts, witnesses, interpreters and translators other than government employees, which shall be borne by the requesting customs authority.

2. If expenses of a substantial and extraordinary nature are or will be required to be borne in order to execute a request, the requesting customs authority shall consult the requested customs authority to determine the terms and conditions under which the request will be executed, as well as the manner in which the costs will be borne.

Article 19

Implementation

1. Assistance provided for under this Agreement shall be rendered directly by the customs authorities. The customs authorities may mutually agree on detailed arrangements for this purpose.
2. The customs authorities may arrange for their central and local enforcement investigation and other services to be in direct communication with each other.

Article 20

Joint Customs Cooperation Committee

1. A Joint Customs Cooperation Committee comprising officers from and to be nominated by the customs authorities of each Party shall be established. It shall meet at such place, time and with such agenda as may in advance be mutually agreed upon by the customs authorities. The Customs Cooperation Committee may also hold its meetings via videoconference or any other similar system agreed upon by the Parties.
2. The Joint Customs Cooperation Committee shall inter alia:
 - (a) Oversee the proper functioning of the Agreement;
 - (b) Examine all issues arising from its application;
 - (c) Take measures necessary for customs cooperation in accordance with the objective of this Agreement;
 - (d) Exchange views on any points of common interest regarding customs cooperation, including future measures and the resources for them;
 - (e) Recommend solutions aimed at attaining the objectives of this Agreement,
3. The Joint Customs Cooperation Committee shall adopt its internal rules of procedures.

Article 21

Territorial applicability

This Agreement shall be applicable on the territory of the Republic of India and the territory of the Oriental Republic of Uruguay.

Article 22

Entry into force and termination and settlement of disputes

1. This Agreement shall enter into force on the thirtieth (30) day after the Parties have notified each other in writing by diplomatic channels that all the necessary domestic legal requirements for the entry into force of this Agreement have been completed.
2. This Agreement may be amended by mutual written consent of the Parties.
3. This Agreement is concluded for an indefinite period. However, the Agreement will cease to be in effect three months after a written notification by either Party to the other Party through diplomatic channels, about its intention to denounce the Agreement.
4. Such denouncement shall take effect on the first day of the month following the expiration of a period of three months from the date of receipt of notice of denouncement by the other Party.
5. The termination of this Agreement will not affect any cooperative activities commenced prior to the date of denouncement, unless otherwise jointly decided by the Parties.
6. Notwithstanding the denouncement of this Agreement, the provisions of this Agreement concerning confidentiality and the use and disclosure of information received or supplied under this Agreement, will continue in effect indefinitely.
7. Any disputes arising out of the implementation or interpretation of the provisions of this Agreement shall be settled amicably by direct negotiations between the Parties.

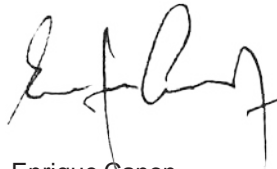
Done in Brussels on 28 June, 2019 in two originals, each in the Hindi, Spanish and English languages, all texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.

**For the Government
of the Republic of India**



Pranab K. Das
Designation: Chairman, Central
Board of Indirect Taxes and Customs

**For the Government
of the Oriental Republic of Uruguay**



Enrique Canon
Designation: National Director of
Customs

**Memorandum of Understanding
ON
INDIA - URUGUAY RENEWABLE ENERGY COOPERATION
BETWEEN
The Ministry of New and Renewable Energy, Government of Republic
of India
And
The Government of Uruguay**

Having identified new and renewable energy as a common area of interest.

Desiring to establish New and Renewable Energy Cooperation between Ministry of New & Renewable Energy, Government of India and the Government of Uruguay (hereinafter referred as 'The Parties')

The Indian and Uruguayan entities with the aim of developing new and renewable energy technologies,

Have reached the following understanding;

**ARTICLE - I
OBJECTIVE**

The objective of this Memorandum of Understanding is to establish the basis for a operative institutional relationship to encourage and promote technical bilateral operation on new renewable energy issues on the basis of mutual benefit, equality, reciprocity.

**ARTICLE - II
WORKING GROUP**

In order to coordinate the above-mentioned activities and decide upon project proposals related to design and development of various new and renewable energy technologies, the Parties intend to establish a "Joint Working Group" with the objective;

- Identifying areas of mutual interest and cooperation for development of new and renewable energy technologies, systems, sub-systems, devices and components etc.
- Monitoring and evaluating cooperation activities.

The Parties will designate one main representative each to the Joint Working Group. For the aforesaid activities, the Joint Working Group shall to the extent possible conduct its work through electronic communications, but meet alternately in India and Uruguay, when this is deemed necessary.

The Joint Working Group can co-opt other members from scientific Institutions, research centres, universities or any other entity, as and when considered essential.

**ARTICLE - III
AMENDMENT**

The present Memorandum of Understanding can be amended by the Parties through mutual consultation. The amendments shall be enclosed with the present Memorandum of Understanding and shall form an integral part of it thereof.

**ARTICLE - IV
ENTRY INTO FORCE, DURATION AND TERMINATION**

The Memorandum of Understanding will enter into force on the date of signing and shall remain in force unless revoked by the consent of the Parties.

Either of the Parties may terminate the present Memorandum of Understanding by giving the other party a written notice of ninety days in advance of its decision to terminate this Memorandum of Understanding. Termination will not affect activities covered by a collaborative contract between the executive agencies and already underway at the time of termination.

The undersigned being duly authorized thereto have signed this Memorandum of Understanding.

Signed at New Delhi on 25th February, 2011 in two originals, each in Hindi, Spanish and English languages, all texts being equally authentic. In case of any divergence in interpretation, the English text shall prevail.



Dr. Farooq Abdullah
Designation: Minister
of New and Renewable Energy
(For the Ministry
of New & Renewable Energy
of the Government of India)



Mr. Robert Kreimerman
Designation:
Minister of Industry, Energy and Mining
(For the Government of Uruguay)

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE GOVERNMENT OF THE ORIENTAL REPUBLIC OF URUGUAY
FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION
OF
FISCAL EVASION
WITH RESPECT TO TAXES ON INCOME AND ON CAPITAL**

The Government of the Republic of India and the Government of the Oriental Republic of Uruguay, desiring to conclude an Agreement for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and on capital and with a view to promoting economic cooperation between the two countries have agreed as follows:

**Article 1
PERSONS COVERED**

This Agreement shall apply to persons who are residents of one or both of the Contracting States.

**Article 2
TAXES COVERED**

1. This Agreement shall apply to taxes on income and on capital imposed on behalf of a Contracting State or of its political subdivisions or local authorities, irrespective of the manner in which they are levied.
2. There shall be regarded as taxes on income and on capital all taxes imposed on total income, on total capital, or on elements of income or of capital, including taxes on gains from the alienation of movable or immovable property and taxes on the total amounts of wages or salaries paid by enterprises, as well as taxes on capital appreciation.
3. The existing taxes to which the Agreement shall apply are in particular:
 - a) in the case of India:
 - (i) the income tax, including any surcharge thereon;
 - (ii) the wealth tax; (hereinafter referred to as "Indian tax");
 - b) in the case of Uruguay:
 - (i) the tax on business income (Impuesto a las Rentas de las Actividades Economicas -IRAE);

- (ii) the personal income tax (Impuesto a las Rentas de las Personas Físicas -IRPF);
- (iii) the non-residents income tax (Impuesto a las Rentas de los No Residentes -IRNR);
- (iv) the tax for social security assistance (Impuesto de Asistencia a la Seguridad Social -IASS); and
- (v) the capital tax (Impuesto al Patrimonio -IP); (hereinafter referred to as “Uruguayan tax”).

4. The Agreement shall apply also to any identical or substantially similar taxes that are imposed after the date of signature of the Agreement in addition to, or in place of, the existing taxes. The competent authorities of the Contracting States shall notify each other of any significant changes that have been made in their respective taxation laws.

(PAGE NO.3 MISSING)

- k) the term “tax” means Indian or Uruguayan tax, as the context requires, but shall not include any amount which is payable in respect of any default or omission in relation to the taxes to which this Agreement applies or which represents a penalty or fine imposed relating to those taxes;

l) The term “fiscal year” means:

- i) in the case of India: the financial year beginning on the 1st day of April;
 - ii) in the case of Uruguay: the calendar year beginning on the 1st day of January for the purposes of individuals and the taxable period of 12 months for other persons.
2. As regards the application of the Agreement at any time by a Contracting State any term not defined therein shall, unless the context otherwise requires, have the meaning that it has at that time under the law of that State for the purposes of the taxes to which the Agreement applies and any meaning under the applicable tax laws of that State prevailing over a meaning given to the term under other laws of that State.

Article 4 RESIDENT

1. For the purposes of this Agreement, the term “resident of a Contracting State” means any person who, under the laws of that State, is liable to tax therein by reason of his domicile, residence, place of incorporation, place of management or any other criterion of a similar nature and also includes that State and any political subdivision or local authority thereof. This term, however, does not include any person who is liable to tax in that State in respect only of income from sources in that state or capital situated therein.

2. Where by reason of the provisions of paragraph 1 an individual is a resident of both Contracting States, then his status shall be determined as follows:
 - a) he shall be deemed to be a resident only of the State in which he has a permanent home available to him; if he has a permanent home available to him in both States, he shall be deemed to be a resident only of the State with which his personal and economic relations are closer (centre of vital interests);
 - b) if the State in which he has his centre of vital interests cannot be determined, or if he has not a permanent home available to him in either State, he shall be deemed to be a resident only of the State in which he has an habitual abode;
 - c) if he has an habitual abode in both States or in neither of them, he shall be deemed to be a resident only of the State of which he is a national;
 - d) if he is a national of both States or of neither of them, the competent authorities of the Contracting States shall settle the question by mutual agreement.
3. Where by reason of the provisions of paragraph 1 a person other than an individual is a resident of both Contracting States, then it shall be deemed to be a resident only of the State in which its place of effective management is situated. If the State in which its place of effective management is situated cannot be determined, then the competent authorities of the Contracting States shall endeavour to settle the question by mutual agreement.

Article 5

PERMANENT ESTABLISHMENT

1. For the purposes of this Agreement, the term “permanent establishment” means a fixed place of business through which the business of an enterprise is wholly or partly carried on.
2. The term “permanent establishment” includes especially:
 - a) a place of management;
 - b) a branch;
 - c) an office;
 - d) a factory;
 - e) a workshop;
 - f) a sales outlet;
 - g) a warehouse in relation to a person providing storage facilities for others;
 - h) a farm, plantation or other place where agricultural, forestry, plantation or related activities are carried on; and

- i) a mine, an oil or gas well, a quarry or any other place of extraction of natural resources.
3. (a) A building site or construction, installation or assembly project or supervisory activities in connection therewith constitutes a permanent establishment only if such site, project or activities last 183 days or more.
- (b) The furnishing of services, including consultancy services, by an enterprise through employees or other personnel engaged by the enterprise for such purpose, but only where activities of that nature continue (for the same or connected project) within the country for a period or periods aggregating more than 90 days within any 12-month period.
4. Notwithstanding the preceding provisions of this Article the term “permanent establishment” shall be deemed not to include:
- a) The use of facilities solely for the purpose of storage, display of goods or merchandise belonging to the enterprise;
 - b) The maintenance of a stock of goods or merchandise belonging to the enterprise solely for the purpose of storage, display;
 - c) The maintenance of a stock of goods or merchandise belonging to the enterprise solely for the purpose of processing by another enterprise;
 - d) The maintenance of a fixed place of business solely for the purpose of purchasing goods or merchandise or of collecting information, for the enterprise;
 - e) The maintenance of a fixed place of business solely for the purpose of carrying on, for the enterprise, any other activity of a preparatory or auxiliary character;
 - f) The maintenance of a fixed place of business solely for any combination of activities mentioned in subparagraphs (a) to (e), provided that the overall activity of the fixed place of business resulting from this combination is of a preparatory or auxiliary character.
5. Notwithstanding the provisions of paragraphs 1 and 2, where a person - other than an agent of an independent status to whom paragraph 7 applies — is acting in a Contracting State on behalf of an enterprise of the other Contracting State, that enterprise shall be deemed to have a permanent establishment in the first-mentioned Contracting State in respect of any activities which that person undertakes for the enterprise, if such a person:
- a) has and habitually exercises in that State an authority to conclude contracts in the name of the enterprise, unless the activities of such person are limited to those mentioned in paragraph 4 which, if exercised through a fixed place of business, would not make this fixed place of business a permanent establishment under the provisions of that paragraph, or

- b) has no such authority, but habitually maintains in the first-mentioned State a stock of goods or merchandise from which he regularly delivers goods or merchandise on behalf of the enterprise;
- c) Habitually secures orders in the first-mentioned State, wholly or almost wholly for the enterprise itself.
6. Notwithstanding the preceding provisions of this Article, an insurance enterprise of a Contracting State shall, except in regard to re-insurance, be deemed to have a permanent establishment in the other Contracting State if it collects premiums in the territory of that other State or insures risks situated therein through a person other than an agent of an independent status to whom paragraph 7 applies.
 7. An enterprise shall not be deemed to have a permanent establishment in a Contracting State merely because it carries on business in that State through a broker, general commission agent or any other agent of an independent status, provided that such persons are acting in the ordinary course of their business. However, when the activities of such an agent are devoted wholly or almost wholly on behalf of that enterprise, he will not be considered an agent of an independent status within the meaning of this paragraph.
 8. The fact that a company which is a resident of a Contracting State controls or is controlled by a company which is a resident of the other Contracting State or which carries on business in that other State (whether through a permanent establishment or otherwise), shall not of itself constitute either company a permanent establishment of the other.

Article 6

INCOME FROM IMMOVABLE PROPERTY

1. Income derived by a resident of a Contracting State from immovable property situated in the other Contracting State may be taxed in that other State.
2. The term "immovable property" shall have the meaning which it has under the law of the Contracting State in which the property in question is situated. The term shall in any case include property accessory to immovable property, livestock and equipment used in agriculture and forestry, rights to which the provisions of general law respecting landed property apply, usufruct of immovable property and rights to variable or fixed payments as consideration for the working of, or the right to work, mineral deposits, sources and other natural resources; ships, boats and aircrafts shall not be regarded as immovable property.
3. The provisions of paragraph 1 shall apply to income derived from the direct use, letting, or use in any other form of immovable property.
4. The provisions of paragraphs 1 and 3 shall also apply to the income from immovable property of an enterprise and to income from immovable property used for the performance of independent personal services.

Article 7
BUSINESS PROFITS

1. The profits of an enterprise of a Contracting State shall be taxable only in that state unless the enterprise carries on business in the other Contracting State through a permanent establishment situated therein. If the enterprise carries on business as aforesaid, the profits of the enterprise may be taxed in the other State but only so much of them as is attributable to that permanent establishment.
2. Subject to the provisions of paragraph 3, where an enterprise of a Contracting State carries on business in the other Contracting State through a permanent establishment situated therein, there shall in each Contracting State be attributed to that permanent establishment the profits which it might be expected to make if it were a distinct and separate enterprise engaged in the same or similar activities under the same or similar conditions and dealing wholly independently with the enterprise of which it is a permanent establishment.
3. In determining the profits of a permanent establishment, there shall be allowed as deductions expenses which are incurred for the purposes of the permanent establishment, including executive and general administrative expenses so incurred, whether in the State in which the permanent establishment is situated or elsewhere, in accordance with the provisions of and subject to the limitations of the tax laws of that State.
4. In so far as it has been customary in a Contracting State to determine the profits to be attributed to a permanent establishment on the basis of an apportionment of the total profits of the enterprise to its various parts, nothing in paragraph 2 shall preclude Contracting State from determining the profits to be taxed by such an apportionment as may be customary; the method of apportionment adopted shall, however, be such that the result shall be in accordance with the principles contained in this Article.
5. No profits shall be attributed to a permanent establishment by reason of the mere purchase by that permanent establishment of goods or merchandise for the enterprise.
6. For the purposes of the preceding paragraphs, the profits to be attributed to the permanent establishment shall be determined by the same method year by year unless there is good and sufficient reason to the contrary.
7. Where profits include items of income which are dealt with separately in other Articles of this Agreement, then the provisions of those Articles shall not be affected by the provisions of this Article.

Article 8
SHIPPING AIR TRANSPORT

1. Profits derived by an enterprise of a Contracting State from the operation of ships or aircraft in international traffic shall be taxable only in that State.
2. If the place of effective management of a shipping enterprise is aboard a ship, when it shall be deemed to be situated in the Contracting State in which the home harbor of the ship is situated, or, if there is no such home harbor, in the Contracting state of which the operator of the ship is a resident.
3. The provisions of paragraph 1 shall also apply to profits from the participation in a pool, a joint business or an international operating agency.

Article 9
ASSOCIATED ENTERPRISES

1. Where
 - a) an enterprise of a Contracting State participates directly or indirectly in the management, control or capital of an enterprise of the other Contracting State, or
 - b) the same persons participate directly or indirectly in the management, control or capital of an enterprise of a Contracting State and an enterprise of the other Contracting State, and in either case conditions are made or imposed between the two enterprises in their commercial or financial relations which differ from those which would be made between independent enterprises, then any profits which would, but for those conditions, have accrued to one of the enterprises, but, by reason of those conditions, have not so accrued, may be included in the profits of that enterprise and taxed accordingly.
2. Where a Contracting State includes in the profits of an enterprise of the State - and taxes accordingly - profits on which an enterprise of the other Contracting State has been charged to tax in that other State and the profits so included are profits which would have accrued to the enterprise of the first-mentioned State if the conditions made between the two enterprises had been those which would have been made between independent enterprises, then that other State shall make an appropriate adjustment to the amount of the tax charged therein on those profits. In determining such adjustment, due regard shall be had to the other provisions of this Agreement and the competent authorities of the Contracting States shall if necessary consult each other.
3. The provisions of paragraph 2 shall not apply where judicial, administrative or other legal proceedings have resulted in a final ruling that by actions giving rise to an adjustment of profits under paragraph 1, one of the enterprises concerned is liable to penalty with respect to fraud, gross negligence or willful default.

Article 10 DIVIDENDS

1. Dividends paid by a company which is a resident of a Contracting State to a resident of the other Contracting State may be taxed in that other State.
2. However, such dividends may also be taxed in the Contracting State of which the company paying the dividends is a resident and according to the laws of that State, but if the beneficial owner of the dividend is a resident of the other Contracting State, the tax so charged shall not exceed 5 per cent of the gross amount of the dividends. This paragraph shall not affect the taxation of the company in respect of the profits out of which the dividends are paid.
3. The term "dividends" as used in this Article means income from shares, or other rights, not being debt-claims, participating in profits, as well as income from other corporate rights which is subjected to the same taxation treatment as income from shares by the laws of the State of which the company making the distribution is a resident.
4. The provisions of paragraphs 1 and 2 shall not apply if the beneficial owner of the dividends, being a resident of a Contracting State, carries on business in the other Contracting State of which the company paying the dividends is a resident, through a permanent establishment situated therein, or performs in that other State independent personal services from a fixed base situated therein, and the holding in respect of which the dividends are paid is effectively connected with such permanent establishment or fixed base. In such case the provisions of Article 7 or Article 14, as the case may be, shall apply.
5. Where a company which is a resident of a Contracting State derives profits or income from the other Contracting State, that other State may not impose any tax on the dividends paid by the company, except insofar as such dividends are paid to a resident of that other State or insofar as the holding in respect of which the dividends are paid is effectively connected with a permanent establishment or a fixed base situated in that other State, nor subject the company's undistributed profits to a tax on the company's undistributed profits, even if the dividends paid or the undistributed profits consist wholly or partly of profits or income arising in such other State.

Article 11 INTEREST

1. Interest arising in a Contracting State and paid to a resident of the other Contracting State may be taxed in that other State.
2. However, such interest may also be taxed in the Contracting State in which it arises, and according to the laws of that State, but if the beneficial owner of the interest is

a resident of the other Contracting State, the tax so charged shall not exceed 10 per cent of the gross amount of the interest.

3. Notwithstanding the provisions of paragraph 2, interest arising in a Contracting State shall be exempt from tax in that State, provided that it is derived and beneficially owned by:
 - a) the Government, a political sub-division or a local authority of the other Contracting State; or
 - b) (i) in the case of India, the Reserve Bank of India, the Export-import bank of India, the National Housing bank; and
(ii) in the case of Uruguay, Banco Central del Uruguay, Banco de la República Oriental del Uruguay, Banco Hipotecario del Uruguay; or
 - c) any other institution as may be agreed upon from time to time between the Competent authorities of the Contracting States through exchange of letters.
4. The term “interest” as used in this Article means income from debt claims of every kind, whether or not secured by mortgage and whether or not carrying a right to participate in the debtor’s profits, and in particular, income from government securities and income from bonds or debentures, including premiums and prizes attaching to such securities, bonds or debentures. Penalty charges for late payment shall not be regarded as interest for the purpose of this Article.
5. The provisions of paragraphs 1 and 2 shall not apply if the beneficial owner of the interest, being a resident of a Contracting State, carries on business in the other Contracting State in which the interest arises, through a permanent establishment situated therein, or performs in that other State independent personal services from a fixed base situated therein, and the debt claim in respect of which the interest is paid effectively connected with such permanent establishment or fixed base. In such case the provisions of Article 7 or Article 14, as the case may be, shall apply.
6. Interest shall be deemed to arise in a Contracting State when the payer is a resident of that State. Where, however, the person paying the interest, whether he is a resident of a Contracting State or not, has in a Contracting State a permanent establishment or a fixed base in connection with which the indebtedness on which the interest is paid was incurred, and such interest is borne by such permanent establishment or fixed base, then such interest shall be deemed to arise in the State in which the permanent establishment or fixed base is situated.
7. Where, by reason of a special relationship between the payer and the beneficial owner or between both of them and some other person, the amount of the interest, having regard to the debt claim for which it is paid, exceeds the amount which would have been agreed upon by the payer and the beneficial owner in the absence of such relationship, the provisions of this Article shall apply only to the last mentioned amount. In such case, the excess part of the payments shall remain taxable according to the laws of each Contracting State, due regard being had to the other provisions of this Agreement.

Article 12
ROYALTIES AND FEES FOR TECHNICAL SERVICES

1. Royalties or fees for technical services arising in a Contracting State and paid to a resident of the other Contracting State may be taxed in that other State.
2. However, such royalties or fees for technical services may also be taxed in the Contracting State in which they arise, and according to the laws of that State, but if the beneficial owner of the royalties or fees for technical services is a resident of the other Contracting State the tax so charged shall not exceed 10 per cent of the gross amount of the royalties or fees for technical services.
3. (a) The term “royalties” as used in this Article means payments of any kind received as a consideration for the use of, or the right to use, any copyright of literary, artistic or scientific work including cinematograph films or films or tapes used for television or radio broadcasting, any patent, trade mark, design or model, plan, secret formula or process, or for the use of, or the right to use, industrial, commercial or scientific equipment, or for information concerning industrial, commercial or scientific experience.

(b) The term “fees for technical services” as used in this Article means payments of any kind, other than those mentioned in Articles 14 and 15 of this Agreement as consideration for managerial or technical or consultancy services, including the provision of services of technical or other personnel.
4. The provisions of paragraph 1 and 2 shall not apply if the beneficial owner of the royalties or fees for technical services being a resident of a Contracting State, carries on business in the other Contracting State in which the royalties or fees for technical services arise, through a permanent establishment situated therein, or performs in that other State independent personal services from a fixed base situated therein, and the right or property in respect of which the royalties or fees for technical services are paid is effectively connected with such permanent establishment or fixed base. In such case the provisions of Article 7 or Article 14, as the case may be, shall apply.
5. (a) Royalties and fees for technical services shall be deemed to arise in a Contracting State when the payer is that State itself, a political sub-division, a local authority, or a resident of that State. Where, however, the person paying the royalties or fees for technical services, whether he is a resident of a Contracting State or not, has in a Contracting State a permanent establishment or a fixed base in connection with which the liability to pay the royalties or fees for technical services was incurred, and such royalties or fees for technical services are borne by such permanent establishment or fixed base, then such royalties or fees for technical services shall be deemed to arise in the Contracting State in which the permanent establishment or fixed base is situated.

(b) Where under sub-paragraph (a) royalties or fees for technical services do not arise in one of the Contracting States, and the royalties relate to the use of, or the

right to use, the right or property, or the fees for technical services relate to services performed, in one of the Contracting States, the royalties or fees for technical services shall be deemed to arise in that Contracting State.

6. Where, by reason of a special relationship between the payer and the beneficial owner or between both of them and some other person, the amount of the royalties or fees for technical services, having regard to the use, right or information for which they are paid, exceeds the amount which would have been agreed upon by the payer and the beneficial owner in the absence of such relationship, the provisions of this Article shall apply only to the last-mentioned amount. In such case, the excess part of the payments shall remain taxable according to the laws of each Contracting State, due regard being had to the other provisions of this Agreement.

Article 13

CAPITAL GAINS

1. Gains derived by a resident of a Contracting State from the alienation of immovable property referred to in Article 6 and situated in the other Contracting State may be taxed in that other State.
2. Gains from the alienation of movable property forming part of the business property of a permanent establishment which an enterprise of a Contracting State has in the other Contracting State or of movable property pertaining to a fixed base available to a resident of a Contracting State in the other Contracting State for the purpose of performing independent personal services, including such gains from the alienation of such a permanent establishment (alone or with the whole enterprise) or of such fixed base, may be taxed in that other State.
3. Gains from the alienation of ships or aircraft operated in international traffic, or movable property pertaining to the operation of such ships or aircraft shall be taxable only in the Contracting State of which the alienator is a resident.
4. Gains from the alienation of shares of the capital stock of a company the property of which consists directly or indirectly principally of immovable property situated in a Contracting State may be taxed in that State.
5. Gains from the alienation of shares other than those mentioned in paragraph 4 in a company which is a resident of a Contracting State may be taxed in that State.
6. Gains from the alienation of any property other than that referred to in paragraphs 1, 2, 3, 4 and 5, shall be taxable only in the Contracting State of which the alienator is a resident.

Article 14

INDEPENDENT PERSONAL SERVICES

1. Income derived by an individual who is a resident of a Contracting State from the performance of professional services or other independent activities of a similar

character shall be taxable only in that State except in the following circumstances when such income may also be taxed in the other Contracting State:

- a) if he has a fixed base regularly available to him in the other Contracting State for the purpose of performing his activities; in that case, only so much of the income as is attributable to that fixed base may be taxed in that other State; or
 - b) if his stay in the other Contracting State is for a period or periods amounting to or exceeding in the aggregate 183 days in any period of 12 months; in that case, only so much of the income as is derived from his activities performed in that other State may be taxed in that other State.
2. The term “professional services” includes especially independent scientific, literary, artistic, educational or teaching activities as well as the independent activities of physicians, lawyers, engineers, architects, surgeons, dentists and accountants.

Article 15 DEPENDENT PERSONAL SERVICES

1. Subject to the provisions of Articles 16, 18, 19, 20 and 21, salaries, wages and other similar remuneration derived by a resident of a Contracting State in respect of an employment shall be taxable only in that State unless the employment is exercised in the other Contracting State. If the employment is so exercised, such remuneration as is derived therefrom may be taxed in that other State.
2. Notwithstanding the provisions of paragraph 1, remuneration derived by a resident of a Contracting State in respect of an employment exercised in the other Contracting State shall be taxable only in the first-mentioned State if:
 - a) the recipient is present in the other State for a period or periods not exceeding in the aggregate 183 days in any twelve-month period commencing or ending in the fiscal year concerned, and
 - b) the remuneration is paid by, or on behalf of, an employer who is not a resident of the other State, and
 - c) the remuneration is not borne by a permanent establishment or a fixed base which the employer has in the other State.
3. Notwithstanding the preceding provisions of this Article, remuneration derived in respect of an employment exercised aboard a ship or aircraft operated in international traffic, by an enterprise of a Contracting State may be taxed in that State.

Article 16 DIRECTORS' FEES

Directors' fees and other similar payments derived by a resident of a Contracting State in his capacity as a member of the board of directors of a company which is a resident of the other Contracting State may be taxed in that other State.

Article 17
ARTISTES AND SPORTSPERSONS

1. Notwithstanding the provisions of Articles 14 and 15, income derived by a resident of a Contracting State as an entertainer, such as a theatre, motion picture, radio or television artiste, or a musician, or as a sportsperson, from personal activities as such exercised in the other Contracting State, may be taxed in that other state.
2. Where income in respect of personal activities exercised by an entertainer or a sportsperson in his capacity as such accrues not to the entertainer or sportsperson himself but to another person, that income may, notwithstanding the provisions of Articles 7, 14 and 15, be taxed in the Contracting State in which the activities of the entertainer or sportsperson are exercised.
3. The provisions of paragraphs 1 and 2, shall not apply to income from activities performed in a Contracting State by entertainers or sportspersons if the activities are substantially supported by public funds of one or both of the Contracting States or of political subdivisions or local authorities thereof. In such a case, the income shall be taxable only in the Contracting State of which the entertainer or sportsperson is a resident.

Article 18
PENSIONS

Subject to the provisions of paragraph 2 of Article 19, pensions and other similar remuneration paid to a resident of a Contracting State in consideration of past employment shall be taxable only in that State.

Article 19
GOVERNMENT SERVICE

1. a) Salaries, wages and other similar remuneration, other than a pension, paid by a Contracting State or a political subdivision or a local authority thereof to an individual in respect of services rendered to that State or subdivision or authority shall be taxable only in that State.
b) However, Salaries, wages and other similar remuneration shall be taxable only in the other Contracting State if the services are rendered in that State and the individual is a resident of that State who:
 - (i) is a national of that State; or
 - (ii) did not become a resident of that State solely for the purpose of rendering the services.
2. a) Any pension paid by, or out of funds created by, a Contracting State or a political subdivision or a local authority thereof to an individual in respect of services

rendered to that State or subdivision or authority shall be taxable only in that State.

b) However, such pension shall be taxable only in the other Contracting State if the individual is a resident of, and a national of, that State.

3. The provisions of Articles 15, 16, 17 and 18 shall apply to Salaries, wages and other similar remuneration and to pensions in respect of services rendered in connection with a business carried on by a Contracting State or a political subdivision or a local authority thereof.

Article 20

PROFESSORS, TEACHERS AND RESEARCH SCHOLARS

1. A professor, teacher or research scholar who is or was a resident of the Contracting State immediately before visiting the other Contracting State for the purpose of teaching or engaging in research, or both, at a university, college or other similar approved institution in that other Contracting State shall be exempt from tax in that other State on any remuneration for such teaching or research for a period not exceeding 2 years from the date of his first arrival in that other State.
2. This Article shall apply to income from research only if such research is undertaken by the individual in the public interest and not primarily for the benefit of some private person or persons.
3. For the purposes of this Article, an individual shall be deemed to be a resident of a Contracting State if he is resident in that State in the fiscal year in which he visits the other Contracting State or in the immediately preceding fiscal year.

Article 21

STUDENTS

1. A student who is or was a resident of one of the Contracting States immediately before visiting the other Contracting State and who is present in that other Contracting State solely for the purpose of his education or training, shall besides grants and scholarships be exempt from tax in that other State on:
 - a) payments made to him by persons residing outside that other State for the purposes of his maintenance, education or training; and
 - b) remuneration which he derives from an employment which he exercises in the other Contracting State if the employment is directly related to his studies.
2. The benefits of this Article shall extend only for such period of time as may be reasonable or customarily required to complete the education or training undertaken, but in no event shall any individual have the benefits of this Article, for more than six consecutive years from the date of his first arrival for the purposes of his education or training in that other State.

Article 22
OTHER INCOME

1. Items of income of a resident of a Contracting State, wherever arising, not dealt with in the foregoing Articles of this Agreement shall be taxable only in that State.
2. The provisions of paragraph 1 shall not apply to income, other than income from immovable property as defined in paragraph 2 of Article 6, if the recipient of such income, being a resident of a Contracting State, carries on business in the other Contracting State through a permanent establishment situated therein, or performs in at other State independent personal services from a fixed base situated therein, and the right or property in respect of which the income is paid is effectively connected with such permanent establishment or fixed base. In such case the provisions of Article 7 or Article 14, as the case may be, shall apply.
3. Notwithstanding the provisions of paragraphs 1 and 2, items of income of a resident of a Contracting State not dealt with in the foregoing articles of this Agreement and arising in the other Contracting State may also be taxed in that other State.

Article 23
TAXATION OF CAPITAL

1. Capital represented by immovable property referred to in Article 6, owned by a resident of a Contracting State and situated in the other Contracting State, may be taxed in that other State.
2. Capital represented by movable property forming part of the business property of a permanent establishment which an enterprise of a Contracting State has in the other Contracting State or by movable property pertaining to a fixed base available to a resident of a Contracting State in the other Contracting State for the purpose of performing independent personal services, may be taxed in that other State.
3. Capital represented by ships and aircraft operated in international traffic and by movable property pertaining to the operation of such ships and aircraft shall be taxable only in the Contracting State of which the enterprise owning such property is a resident.
4. All other elements of capital of a resident of a Contracting State shall be taxable only in that State.

Article 24
METHODS FOR ELIMINATION OF DOUBLE TAXATION

Double taxation shall be eliminated as follows:

1. In India:
 - a) Where a resident of India derives income which, in accordance with the provisions of this Agreement, may be taxed in Uruguay, India shall allow as a

deduction from the tax on the income of that resident, an amount equal to the tax paid in Uruguay.

Such deduction shall not, however, exceed that portion of the tax as computed before the deduction is given, which is attributable to the income which may be taxed in Uruguay.

b) Where a resident of India owns capital which, in accordance with the provisions of the Agreement may be taxed in Uruguay, India shall allow as a deduction from the tax on wealth of that resident an amount equal to the capital tax paid in Uruguay.

Such deduction shall not, however, exceed that portion of the tax as computed before the deduction is given, which is attributable to the capital which may be taxed in Uruguay.

c) Where in accordance with any provision of the Agreement income derived or wealth owned by a resident of India is exempt from tax in India, India may nevertheless, in calculating the amount of tax on the remaining income or wealth of such resident, take into account the exempted income or wealth.

2. In Uruguay:

a) Where a resident of Uruguay derives income which, in accordance with the provisions of this Agreement, may be taxed in India, Uruguay shall allow as a deduction from the tax on the income of that resident, an amount equal to the tax paid in India.

Such deduction shall not, however, exceed that portion of the tax as computed before the deduction is given, which is attributable to the income which may be taxed in India.

b) Where a resident of Uruguay owns wealth which, in accordance with the provisions of the Agreement may be taxed in India, Uruguay shall allow as a deduction from the tax on capital of that resident an amount equal to the wealth tax paid in India.

Such deduction shall not, however, exceed that portion of the tax as computed before the deduction is given, which is attributable to the wealth which may be taxed in India.

c) Where in accordance with any provision of the Agreement income derived or capital owned by a resident of Uruguay is exempt from tax in Uruguay, Uruguay may nevertheless, in calculating the amount of tax on the remaining income or capital of such resident, take into account the exempted income or capital.

Article 25
NON-DISCRIMINATION

1. Nationals of a Contracting State shall not be subjected in the other Contracting State to any taxation or any requirement connected therewith, which is other

or more burdensome than the taxation and connected requirements to which nationals of that other State in the same circumstances in particular with respect to residence, are or may be subjected. This provision shall, notwithstanding the provisions of Article 1, also apply to persons who are not residents of one or both of the Contracting States.

2. The taxation on a permanent establishment which an enterprise of a Contracting state has in the other Contracting State shall not be less favorably levied in that other State than the taxation levied on enterprises of that other State carrying on the same activities. This provision shall not be construed as obliging a Contracting State to grant to residents of the other Contracting State any personal allowances, reliefs and reductions for taxation purposes on account of civil status or family responsibilities which it grants to its own residents.
3. Except where the provisions of paragraph 1 of Article 9, paragraph 7 of Article 11, or paragraph 6 of Article 12, apply, interest, royalties, fees for technical services and other disbursements paid by an enterprise of a Contracting State to a resident of the other Contracting State shall, for the purpose of determining the taxable profits of such enterprise, be deductible under the same conditions as if they had been paid to a resident of the first-mentioned State. Similarly, any debts of an enterprise of a Contracting State to a resident of the other Contracting State shall, for the purpose of determining the taxable capital of such enterprise, be deductible under the same conditions as if they had been contracted to a resident of the first-mentioned State.
4. Enterprises of a Contracting State, the capital of which is wholly or partly owned, or controlled, directly or indirectly, by one or more residents of the other Contracting State, shall not be subjected in the first-mentioned State to any taxation or an requirement connected therewith which is other or more burdensome than the taxation and connected requirements to which other similar enterprises of the first-mentioned State are or may be subjected.
5. The provisions of this Article shall, notwithstanding the provisions of Article 2, apply to taxes of every kind and description.

Article 26

MUTUAL AGREEMENT PROCEDURE

1. Where a person considers that the actions of one or both of the Contracting States result or will result for him in taxation not in accordance with the provisions of this Agreement, he may, irrespective of the remedies provided by the domestic law of those States, present his case to the competent authority of the Contracting State of which he is a resident or, if his case comes under paragraph 1 of Article 25, to that of the Contracting State of which he is a national. The case must be presented within three years from the first notification of the action resulting in taxation not in accordance with the provisions of the Agreement.

2. The competent authority shall endeavour, if the objection appears to it to be justified and if it is not itself able to arrive at a satisfactory solution, to resolve the case by mutual agreement with the competent authority of the other Contracting State, with a view to the avoidance of taxation which is not in accordance with the Agreement. Any agreement reached shall be implemented notwithstanding any time limits in the domestic law of the Contracting States.
3. The competent authorities of the Contracting States shall endeavour to resolve by mutual agreement any difficulties or doubts arising as to the interpretation or application of the Agreement. They may also consult together for the elimination of double taxation in cases not provided for in the Agreement.
4. The competent authorities of the Contracting States may communicate with each other directly for the purpose of reaching an agreement in the sense of the preceding paragraphs. When it seems advisable in order to reach agreement to have an oral exchange of opinions, such exchange may take place through a Commission consisting of representatives of the competent authorities of the Contracting States.

Article 27

EXCHANGE OF INFORMATION

01. The competent authorities of the Contracting States shall exchange such information (including documents or certified copies of the documents) as is foreseeably relevant for carrying out the provisions of this Agreement or of the domestic laws concerning taxes covered by this Agreement insofar as the taxation thereunder is not contrary to the Agreement. The exchange of information is not restricted by Article 1 and 2.
2. Any information received by a Contracting State shall be treated as secret in the same manner as information obtained under the domestic laws of that State and shall be disclosed only to persons or authorities (including courts and administrative bodies) concerned with the assessment or collection of, the enforcement or prosecution in respect of, or the determination of appeals in relation to the taxes covered by the Agreement. Such persons or authorities shall use the information only for such purposes. They may disclose the information in public court proceedings or in judicial decisions.
3. In no case shall the provisions of paragraph 1 be construed so as to impose on a Contracting State the obligation:
 - a) to carry out administrative measures at variance with the laws and administrative practice of that or of the other Contracting State;
 - b) to supply information (including documents or certified copies of the documents) which is not obtainable under the laws or in the normal course of the administration of that or of the other Contracting State;

c) to supply information which would disclose any trade, business, industrial, commercial or professional secret or trade process, or information, the disclosure of which would be contrary to public policy (ordre public).

4. If information is requested by a Contracting State in accordance with this article, the other Contracting State shall use its information gathering measures to obtain the requested information, even though that other State may not need such information for its own tax purposes. The obligation contained in the preceding sentence is subject to the limitations of paragraph 3 but in no case shall such limitations be construed to permit a Contracting State to decline to supply information solely because it has no domestic interest in such information.
5. In no case shall the provisions of paragraph 3 be construed to permit a Contracting State to decline to supply information solely because the information is held by a bank, other financial institution, nominee or person acting in an agency or a fiduciary capacity or because it relates to ownership interests in a person.

Article 28

ASSISTANCE IN THE COLLECTION OF TAXES

1. The Contracting States shall lend assistance to each other in the collection of revenue claims. This assistance is not restricted by Articles 1 and 2. The competent authorities of the Contracting States may by mutual agreement settle the mode of application of this Article.
2. The term "revenue claim" as used in this Article means an amount owed in respect of taxes of every kind and description imposed on behalf of the Contracting States, or of their political subdivisions or local authorities, insofar as the taxation thereunder is not contrary to this Agreement or any other instrument to which the Contracting States are parties, as well as interest, administrative penalties and costs of collection or conservancy related to such amount.
3. When a revenue claim of a Contracting State is enforceable under the laws of that State and is owed by a person who, at that time, cannot, under the laws of that State, prevent its collection, that revenue claim shall, at the request of the competent authority of that State, be accepted for purposes of collection by the competent authority of the other Contracting State. That revenue claim shall be collected by that other State in accordance with the provisions of its laws applicable to the enforcement and collection of its own taxes as if the revenue claim were a revenue claim of that other State.
4. When a revenue claim of a Contracting State is a claim in respect of which that State may, under its law, take measures of conservancy with a view to ensure its collection, that revenue claim shall, at the request of the competent authority of that State, be accepted for purposes of taking measures of conservancy by the competent authority of the other Contracting State. That other State shall take

measures of conservancy in respect of that revenue claim in accordance with the provisions of its laws as if the revenue claim were a revenue claim of that other State even if, at the time when such measures are applied, the revenue claim is not enforceable in the first-mentioned State or is owed by a person who has a right to prevent its collection.

5. Notwithstanding the provisions of paragraphs 3 and 4, a revenue claim accepted by a Contracting State for purposes of paragraph 3 or 4 shall not, in that State, be subject to the time limits or accorded any priority applicable to a revenue claim under the laws of that State by reason of its nature as such. In addition, a revenue claim accepted by a Contracting State for the purposes of paragraph 3 or 4 shall not, in that State, have any priority applicable to that revenue claim under the laws of the other Contracting State.
6. Proceedings with respect to the existence, validity or the amount of a revenue claim of a Contracting State shall only be brought before the courts or administrative bodies of that State. Nothing in this Article shall be construed as creating or providing any right to such proceedings before any court or administrative body of the other Contracting State.
7. Where, at any time after a request has been made by a Contracting State under paragraph 3 or 4 and before the other Contracting State has collected and remitted the relevant revenue claim to the first-mentioned State, the relevant revenue claim ceases to be
 - a) in the case of a request under paragraph 3, a revenue claim of the first-mentioned State that is enforceable under the laws of that State and is owed by a person who, at that time, cannot, under the laws of that State, prevent its collection, or
 - b) in the case of a request under paragraph 4, a revenue claim of the first-mentioned State in respect of which that State may, under its law, take measures of conservancy with a view to ensure its collection.

The competent authority of the first-mentioned State shall promptly notify the competent authority of the other State of that fact and, at the option of the other State, the first-mentioned State shall either suspend or withdraw its request.

8. In no case shall the provisions of this Article be construed so as to impose on a Contracting State the obligation:
 - a) to carry out administrative measures at variance with the laws and administrative practice of that or of the other Contracting State;
 - b) to carry out measures which would be contrary to public policy (ordre public);
 - c) to provide assistance if the other Contracting State has not pursued all reasonable measures of collection or conservancy, as the case may be, available under its laws or administrative practice;

d) to provide assistance in those cases where the administrative burden for that State is clearly disproportionate to the benefit to be derived by the other Contracting State.

Article 29

LIMITATIONS OF BENEFITS

1. The provisions of this Agreement shall in no case prevent a Contracting State from the application of the provisions of its domestic laws and measures concerning tax avoidance or evasion.
2. Except as otherwise provided in this Article, a person (other than an individual), which is a resident of a Contracting State and which derives income from the other Contracting State shall be entitled to all the benefits of this Agreement otherwise accorded to residents of a Contracting State only if such a person has the qualifications as defined in paragraph 3 and meets the other conditions of this Agreement for the obtaining of any of such benefits.
3. A person of a contracting state is a qualified person for a fiscal year only if such a person is either:
 - (a) Governmental entity; or
 - (b) a company incorporated in either of the Contracting States, if –
 - (i) the principal class of its shares is listed on a recognized stock exchange as defined in paragraph 6 of this Article and is regularly traded on one or more recognized stock exchanges, or
 - (ii) at least 50% of the aggregate vote or value of the shares in this company is owned directly or indirectly by one or more individuals residents of either of the Contracting States or/and by other persons incorporated in either of the Contracting States, atleast 50% of the aggregate vote or value of the shares or beneficial interest of which is owned directly or indirectly by one or more individuals residents of either of the Contracting States; or
 - (c) a partnership or association of persons, at least 50% or more of whose beneficial interests is owned by one or more individuals residents of either of the Contracting States or/and by other persons incorporated in either of the Contracting States, at least 50% of the aggregate vote or value of the shares or beneficial interest of which is owned directly or indirectly by one or more individuals residents of either of the Contracting States; or
 - (d) A charitable institution or other tax exempt entity whose main activities are carried on in either of the Contracting States.

Provided that the persons mentioned above will not be entitled to the benefits of the Agreement if more than 50% of the person's gross income for the taxable year is paid or payable directly or indirectly to persons who are not residents of either of

the Contracting States in the form of payments that are deductible for the purpose of computation of tax covered by this Agreement in the person's state of residence (but not including arm's length payments in the ordinary course of business for services or tangible property and payments in respect of financial obligations to a bank incurred in connection with a transaction entered into with the Permanent Establishment of the bank situated in either of the Contracting States).

4. The provisions of paragraphs 2 and 3 shall not apply and a resident of a Contracting State will be entitled to benefits of the Agreement with respect to an item of income derived from the other State, if the person actively carries on business in the State of residence (other than the business of making or managing investments for the resident's own account unless these activities are banking, insurance or security activities) and the income derived from the other Contracting States is derived in connection with or is incidental to that business and that resident satisfies the other conditions of this Agreement for the obtaining of such benefits.
5. A resident of a Contracting State shall nevertheless be granted the benefits of the Agreement if the Competent Authority of the other Contracting State determines that the establishment or acquisition or maintenance of such person and the conduct of its operations did not have as one of its principal purposes the obtaining of benefits under the Agreement.
6. For the purposes of this Article the term 'recognized stock exchange' means
 - (a) in India, any stock exchange which for the time being is recognized by the central Government under section 4 of the Securities Contracts (Regulation) Act, 1956; and
 - (b) in the Oriental Republic of Uruguay, the Bolsa de Valores de Montevideo and the Bolsa Electronica de Valores S.A; and
 - (c) any other stock exchange which the Competent Authorities agree to recognise for the purposes of this Article.
7. Notwithstanding anything contained in this Article, a person shall not be entitled to the benefits of this Agreement, if its affairs were arranged in such a manner as if it was the main purpose or one of the main purposes to avoid taxes to which this Agreement applies.

Article 30

MEMBERS OF DIPLOMATIC MISSIONS AND CONSULAR POSTS

Nothing in this Agreement shall affect the fiscal privileges of members of diplomatic missions or consular posts under the general rules of international law or under the provisions of special agreements.

Article 31
ENTRY INTO FORCE

1. The Contracting States shall notify each other in writing, through diplomatic channels, of the completion of the procedures required by the respective laws for the entry into force of this Agreement.
2. This Agreement shall enter into force sixty days after the date of the later of the notifications referred to in paragraph 1 of this Article.
3. The provisions of this Agreement shall have effect:
 - (a) In India,
 - (i) in respect of income derived in any fiscal year beginning on or after the first day of April next following the calendar year in which the Agreement enters into force; and
 - (ii) in respect of wealth which is held on the last day of any fiscal year on or after the first day of April next following the calendar year in which the Agreement enters into force;
 - (b) In Uruguay,
 - (i) in respect of income derived in any fiscal year beginning on or after the first day of January next following the calendar year in which the Agreement enters into force;
 - (ii) in respect of capital which is held on the last day of any fiscal year on or after the first day of January next following the calendar year in which the Agreement enters into force.

Article 32
TERMINATION

This Agreement shall remain in force indefinitely until terminated by one of the Contracting States. Either Contracting State may terminate the Agreement, through diplomatic channels, by giving notice of termination at least six months before the end of any calendar year beginning after the expiration of five years from the date on which the Agreement enters into force. In such event, the Agreement shall cease to have effect:

- a) In India,
 - (i) in respect of income derived in any fiscal year on or after the first day of April next following the calendar year in which the notice is given; and
 - (ii) in respect of wealth which is held on the last day of any fiscal year on or after the first day of April next following the calendar year in which the notice is given;

b) In Uruguay,

(i) in respect of income derived in any fiscal year on or after the first day of January next following the calendar year in which the notice is given; and

(ii) in respect of capital which is held on the last day of any fiscal year on or after the first day of January next following the calendar year in which the notice is given.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed this Agreement.

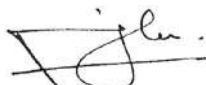
DONE in duplicate at New Delhi this 8th day of September 2011, each in the Hindi, Spanish and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

For the Government
of the Oriental Republic of Uruguay



(Cesar Ferrer)
Ambassador,
Embassy of Oriental Republic
Of Uruguay in India

For the Government
of the Republic of India



(M. C Joshi)
Chairman,
Central Board of Direct Taxes,
Department of Revenue, Ministry of
Finance, Government of India

PROTOCOL

At the signing today of the Agreement between the Republic of India and the Oriental Republic of Uruguay for the Avoidance of Double Taxation and the prevention of Fiscal Evasion with respect to Taxes on Income and on Capital, the undersigned have agreed upon the following provisions, which shall form an integral part of the Agreement.

- I. It is understood that the last sentence of paragraph 1 of Article 4 (Resident) does not exclude from the scope of this agreement, any person who is liable to tax, in the Oriental Republic of Uruguay by virtue of the application of the principle of territorial source.
- II. With reference to Article 8 (Shipping and Air Transport), it is understood that, profits derived by a transportation enterprise which is a resident of a Contracting State from the use, maintenance, or rental of containers (including trailers and other equipment for the transport of containers) used for the transport of goods or merchandise in international traffic shall be taxable only in that Contracting State unless the containers are used solely within the other contracting State.
- III. With reference to Article 8 (Shipping and Air Transport), it is understood that, interest on investments directly connected with the operation of ships or aircraft in international traffic shall be regarded as profits derived from the operation of such ships or aircraft if they are integral to the carrying on of such business, and the provisions of Article 11 (Interest) shall not apply in relation to such interest.
- IV. With reference to Article 8 (Shipping and Air Transport) and Article 13(Capital gains), it is understood that notwithstanding anything contained therein read with the domestic law of the Contracting States lead to a situation where an income is not taxable in the resident State, the source State shall retain the right to tax such income.
- V. It is understood that the provisions of Article 25 (Non-discrimination) shall not be construed as preventing a Contracting State from charging the profits of a permanent establishment which a company of other Contracting State has in the first mentioned State at a rate of tax which is higher than that imposed on the profits of a similar company of that first mentioned State, nor as being in conflict with the provisions of paragraph 3 of Article 7 (Business Profits).
- VI. With reference to Article 27 on Exchange of Information, it is understood that India may share the information received under paragraph 1 of that Article from Uruguay in respect of a resident of India, with other law enforcement agencies of Government of India or its Parliament.
- VII. With reference to Article 31 (Entry into Force), it is understood that the provisions of Article 27 (Exchange of Information) shall have effect, relating to any fiscal year, next following the calendar year in which the Agreement enters into force.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments. have signed this Protocol.

Done at New Delhi this 8th day of September 2011, in the English, Spanish and Hindi languages, all texts equally authentic. In case of divergence between the texts, the English text shall prevail.

For the Government
of the Republic of India



(M. C Joshi)
Chairman, Central Board
of Direct Taxes,
Department of Revenue,
Ministry of Finance,
Government of India

For the Government
of the Oriental Republic of Uruguay



(Cesar Ferrer)
Ambassador,
Embassy of Oriental Republic
Of Uruguay in India

MEMORANDUM OF UNDERSTANDING TO ESTABLISH A JOINT COMMISSION BETWEEN THE REPUBLIC OF INDIA AND THE REPÚBLICA ORIENTAL DEL URUGUAY

The Republic of India and the Republica Oriental del Uruguay, hereinafter Referred to as “The Parties”;

Bearing in mind their mutual ties of friendship;

Wishing to strengthen their existing relations through the promotion of this relationship, including political, economic, trade, social, cultural, environmental, developmental, cooperation and other aspects of mutual interest;

Have agreed as follows:

ARTICLE 1

The Parties hereby establish the India - Uruguay Joint Commission, hereinafter referred to as “the Commission”.

ARTICLE 2

The Commission shall be composed of representatives of both parties, and each one of the parties shall determine the level and composition of their respective delegation.

ARTICLE 3

Unless otherwise agreed, the Commission shall meet every two years. The meetings shall take place alternately in the Republic of India and in the República Oriental del Uruguay. The agenda shall be established mutually through diplomatic channels.

ARTICLE 4

The Objective of the Commission are to promote discussion and cooperation between the two countries in all matters of mutual interest, including political, economic, trade, social, cultural, environmental, developmental, cooperation and other aspects, and to develop and implement a bilateral work programme to address such issues as may be deemed appropriate.

ARTICLE 5

The terms of the present Memorandum of Understanding may be reviewed or amended by the Parties through an exchange of Notes.

ARTICLE 6

The Memorandum of Understanding will come into force on the date of its signature and shall remain valid until either Party notifies the other through diplomatic channels of its intention to terminate the MoU at least two months in advance.

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

Done in New Delhi on the 15th day of January of the year 2007, in two originals each in Hindi, Spanish and English languages, all three texts being equally valid and authentic. In the case of any divergence of opinion, the English text shall prevail.

For the Republic of India

For the Republica Oriental del Uruguay



Nalin Surie
Designation: Secretary to the
Government of India

William Ehlers
Designation: Ambassador

**MEMORANDUM OF UNDERSTANDING ON CONSULTATIONS
BETWEEN THE MINISTRY OF EXTERNAL AFFAIRS
OF THE REPUBLIC OF INDIA AND THE MINISTRY OF
FOREIGN AFFAIRS OF THE ORIENTAL REPUBLIC OF URUGUAY**

The Ministry of External Affairs of the Republic of India and the Ministry of Foreign Affairs of the Oriental Republic of Uruguay from now on called "the Parties"

DESIROUS of increasing mutual understanding and cooperation between both the countries

AND further developing and strengthening friendly relations between the people of both countries

CONSIDERING as useful consultations as well as exchange of opinions at different levels on bilateral relations and international issues of mutual interest

AND wishing to facilitate mutually beneficial cooperation

HEREBY agree on the following

The Parties shall hold regular consultations to review all aspects of their bilateral relations and undertake exchange of views on international issues interaction in the international arena and on issues of mutual interest


The consultations shall also focus on all aspects of bilateral relationship between India and Uruguay especially in the areas of political, economic, commercial, scientific, technical and cultural cooperation. These meetings will be conducted at the level of Ministers/ Senior Officials according to mutual convenience and agreement.

The date, place and the agenda of consultations will be determined between the two Parties through diplomatic channels.

The present Memorandum of Understanding shall enter into force on the date of its signing and shall remain in force unless either of the Parties gives to the other a written notice six months in advance of its intention to terminate this Memorandum of Understanding.

IN WITNESS WHEREOF the undersigned having duly authorised by their respective Government have signed this Memorandum of Understanding and affixed thereto their seals.

Done at New Delhi on this 6th Day of December 1999 in two originals each in Hindi, Spanish and English languages, all the texts being equally authentic. In case of difficulty English text shall prevail.



Ranjit Singh Kalha
Designation: Secretary
For the Ministry of
External Affairs of
the Republic of India



Enrique Anchordoqui
Designation: Ambassador
For the Ministry of Foreign Affairs
of the Oriental Republic of Uruguay

**AGREEMENT
BETWEEN
THE FOREIGN SERVICE INSTITUTE OF THE MINISTRY OF EXTERNAL
AFFAIRS
OF THE REPUBLIC OF INDIA
AND
THE ARTIGAS FOREIGN SERVICE INSTITUTE OF THE MINISTRY OF
FOREIGN AFFAIRS OF THE ORIENTAL REPUBLIC OF URUGUAY**

The Foreign Service of the Ministry of External Affairs of the Republic of India and the Artigas Foreign Service Institute of the Ministry of Foreign Affairs of the Oriental Republic of Uruguay

Desiring to promote greater cooperation between the two institutes

Have agreed as follows:

ARTICLE I

The Foreign Service Institute of India and the Artigas Foreign Service Institute of Uruguay will establish an active information programme related to the curricular of studies, courses, seminar and other academic activity of the two Institutes.

ARTICLE II

Both Institutes shall promote the exchange of students, professors, conference speakers, experts and research scholars for their participation in seminars and other courses of common interest.

ARTICLE III

Both Institutes shall promote the exchange of publications on specialized subjects as also of other publications from public and private institutions of their respective countries in this regard the libraries and centres of documentation of the above Institutes shall help achieve an effective system of communication.

ARTICLE IV

Both Institutes shall similarly exchange information of common interest especially related to the participation in regional and universal organisations meetings that group together institutions of diplomatic service or university institutions involved in International Relations.

ARTICLE V

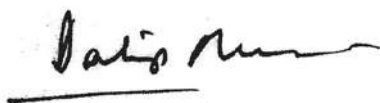
The Agreement shall enter into force on the date of its signature and shall remain in force for a period of three years, automatically renewable for similar three year periods at a time unless terminated by any one party by giving a written notice of 90 days to the other party prior to the date of termination.

Signed in the city of New Delhi this 6th day of December, Nineteen Hundred and Ninety Nine in Hindi, Spanish and English languages each text being equally authentic.

For the Foreign Service Institute of the
Ministry of External Affairs of the Republic
of India

Designation : Dean

For the Artigas Foreign Service Institute of
the Ministry of Foreign Affairs of the Oriental
Republic of Uruguay



Dalip Mehta



Enrique Anchordoqui
Designation: Ambassador

**AGREEMENT
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF
INDIA AND THE GOVERNMENT OF THE ORIENTAL REPUBLIC
OF URUGUAY ON VISA EXEMPTION FOR OFFICIAL AND
DIPLOMATIC PASSPORT HOLDERS**

The Government of the Republic of India and the Government of the Oriental Republic of Uruguay (hereinafter referred to as the Parties)

Recognising the friendly ties existing between the two countries;

Desirous of strengthening further and to consolidate their traditional friendly relations;

Desirous further of facilitating travel between the two countries;

Have agreed as follows:

ARTICLE I

1. A citizen of one Party holding a valid diplomatic or official passport shall be exempt from entry visa, transit visa and/or exit visa where applicable, while entering, transiting and exiting from the territory of the other Party.
2. A citizen of one Party holding the said passport shall be allowed to stay in the other Party's territory for 30 days maximum. On the written request from the diplomatic mission or consulate of the Party to which the citizen belongs, the other Party may give an extension beyond the said period.

ARTICLE II

1. Members of the diplomatic missions or consulate of either Party located in the territory of the other Party shall be granted a residence visa valid for the duration of his/her assignment at the written request of the diplomatic mission or consulate concerned provided that they are citizens of that Party and are holding diplomatic or official passports.

2. A citizen of one Party being the representative of his/her country in an international organisation located in the territory of the other Party holding the said passport shall also enjoy the rights mentioned in paragraph 1 of this Article.
3. The facilities enumerated in paragraph 1 and 2 of these Article shall apply also to the spouse of a member of the diplomatic mission or consulate and their children, provided they are holding a similar category of passport or the children's names are entered in their father's or mother's passport.

ARTICLE III

1. This agreement does not exempt the holder of the said passport from the obligation of respecting all regulations under existing laws of the host country.
2. Either Party has the right to refuse entry or to cut short the duration of stay of any citizen from the other Party.

ARTICLE IV

If a citizen of one Party loses his/her passport in the territory of the other Party, he/ she shall inform the authorities concerned of the host country for appropriate action. The diplomatic mission or consulate concerned will issue a fresh passport or travel document to its citizen and inform the concerned authorities of the host government.

ARTICLE V

For the sake of national security or public health, either Party may temporarily suspend a part of or the whole Agreement. The Party which decides to temporarily suspend or denounce a part of or the whole Agreement shall immediately inform the other party of such a decision through diplomatic channels.

ARTICLE VI

After the signing of this Agreement, the two Parties shall exchange through diplomatic channels the sample of the passport being used by each Party, within 30 days of the signing of Agreement, and or the sample of any new passport, at least 30 days before it is introduced.

ARTICLE VII

1. Necessary approval etc. for concluding the Agreement should be obtained before signing the Agreements.

2. The Agreement should enter into force 30 days after the date of exchange of notification of approval by the two Parties.
3. This Agreement shall be valid for an indefinite period unless either Party gives to the other three months' notice in writing of its intention to terminate the Agreement.
4. This Agreement may be modified or amended by mutual consent of the two Parties.

Done at New Delhi on the 6th day of December of the year 1999 in two originals each in Hindi, Spanish and English languages, all the texts being equally authentic. In case of doubts, the English text shall prevail.



For the Government of
the Republic of India



For the Government of
the Oriental Republic of the Uruguay

Exemption from the payment of Visa fees

Ministry of Foreign Affairs
Montevideo (Uruguay)

Montevideo, June 22, 1967.

Treaty Department
90/67 efe.

Ambassador,

I have the honour to inform you that my Government, by Decree of the Executive Power dated June 1st, 1967, has agreed to exempt Indian citizens that come temporarily to the country from the payment of Visa fees, on a reciprocal basis.

On the same date, it was agreed to exempt the citizens of Ireland and Malta of the payment of visa fees.

I renew to Your Excellency the assurances of my highest consideration.

On behalf of the Ministry

Por el Ministro
Yamandu I. Guardia
YAMANDU I. GUARDIA
DIRECTOR DE SECCIONES

To His Excellency
Inder Sen Chopra
Ambassador of India
Buenos Aires



Embassy of India in Argentina & Uruguay



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