

## TECHNICAL COOPERATION AGREEMENT

BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE  
GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO

### The Preamble

The Government of the Republic of India and the Government of the Republic of Trinidad and Tobago (hereinafter referred to as the Contracting Parties).

INSPIRED by a common desire to establish and develop closer relations, and

DESIROUS of promoting and developing in every possible manner the relations and understanding between India and Trinidad and Tobago in the area of education which includes academic activity in Higher Education in the fields of science and technology, information and communication technologies, technical and vocational education and training.

HAVE AGREED AS FOLLOWS:

### ARTICLE 1

The Contracting Parties shall (facilitate and encourage) collaborate in the field of education including academic activity in Higher Education in the fields of science and technology, information and communication technologies, technical and vocational education and training, and open and distance learning, in order to contribute to a greater knowledge of their respective teaching/learning and administrative strategies in these areas of specialization.

### ARTICLE 2

The Contracting Parties shall encourage and facilitate:

- a) Exchange in the areas of Technical and Vocational Education and Training (TVET) such as standards and curriculum materials and reciprocal visits of students and teachers for a period of up to three months;
- b) Exchange of materials and resources in the area of Science and Technology and Information and Communication Technologies (ICTs) and Open and Distance Learning (ODL);
- c) Participation in conferences and seminars in Education in the areas stipulated;

### ARTICLE 3

Each Contracting Party shall endeavour to provide facilities and scholarships for students of the other country seeking to study in its institutions or participate in practical training courses.

### ARTICLE 4

The Contracting Parties shall examine the qualifications gained by the other party with a view to arriving at their equivalence.

### ARTICLE 5

Each Contracting Party shall endeavour to present different facets of the life and culture of the other Party utilizing presentations by students at the primary, secondary and tertiary levels of education.

### ARTICLE 6

The Contracting Parties shall encourage visits by TVET and ICT students accompanied by teachers between the two countries and shall facilitate subject to the national laws and regulations in force, their stay and movements in the respective territories.

### ARTICLE 7

The Contracting Parties shall, to the greatest extent possible, ensure that textbooks prescribed for the schools and higher education institutions, particularly those relating to History, Geography, do not contain any error or misrepresentation of facts about each other's country.

### ARTICLE 8

For the implementation of the objectives of this present Agreement, a Joint Committee shall be established by the Contracting Parties as and when considered necessary consisting of an equal number of representatives of the Contracting Parties, which shall meet as agreed upon by the Contracting Parties, or at the request of either one in New Delhi or Port of Spain at least once in the period of two years.

The Joint Committee shall be responsible for:

- a) Reviewing periodically the implementation of the Agreement in the two countries;



- b) Advising the Government concerned on the status of the modalities of Implementation;
- c) Formulating and reviewing exchange programmes;
- d) Recommending to the Parties concerned any items of interest to either Party in the field of education in the areas within the scope of the Agreement;
- e) Generally advising the Governments of the Contracting Parties as to the manner in which the provisions of this present Agreement may be implemented effectively.

#### ARTICLE 9

The present Agreement shall come into force on the date of exchange of instruments of Ratification. It shall remain in force for a period of five years and shall be renewed automatically thereafter for a period of five years each time unless either Contracting Party gives to the other Party a six months prior notification of its intention to terminate it.

The Parties do not anticipate the transfer or exchange of intellectual property rights during the implementation of this Agreement.

This Agreement may be modified by mutual written consent of the Parties.

The Parties agree that any terms in this Agreement which have not been clearly set forth or require further explanation, shall be resolved by consultation between the Parties and clarified in further detail within four weeks after the Agreement comes into effect, including: a) confidentiality obligations and protection of intellectual property, (b) payments in foreign currencies and exchange rates, (c) effect of termination upon pre-existing obligations and effect upon materials previously contributed; and (d) dispute resolution and operative law.

The Parties shall adopt a fair and balanced approach to finalizing these terms.

Co-operative activities under this Agreement shall be subject to the availability of funds and personnel. Parties to this Agreement are responsible for their own costs associated with carrying out activities under this Agreement.

IN WITNESS THEREOF the undersigned representatives being duly authorized thereto by their Governments, have signed the present Agreement and have affixed their seals.

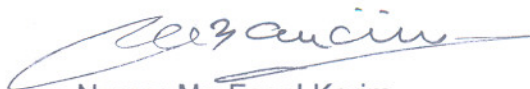
DONE at New Delhi on the 6<sup>th</sup> January, 2012 in two originals in English and Hindi Languages, all texts being equally authentic, except in case of any divergence of interpretations, the English text shall prevail.

FOR THE GOVERNMENT OF  
REPUBLIC OF INDIA

FOR THE GOVERNMENT OF THE  
THE REPUBLIC OF  
TRINIDAD AND TOBAGO



Name: Shri Kapil Sibal  
Designation: Minister of Human  
Resource Development



Name: Mr. Fazal Karim  
Designation: Minister of Science  
Technology and Tertiary  
Education