

Memorandum of Understanding
between
the Ministry of Communications and Information Technology
of the Republic of India
and
the Ministry of Information and Communications Technology of the Hashemite
Kingdom of Jordan
on
Cooperation in the Field of Information Technology and Electronics

The Ministry of Communications and Information Technology of the Government of the Republic of India and the Ministry of Information and Communications Technology of the Hashemite Kingdom of Jordan (hereinafter collectively referred to as the "Parties" and individually as the "Party")

CONSIDERING the interest of the Parties to examine ways and means to promote bilateral cooperation in the field of Information Technology and Electronics (hereinafter referred to as "IT&E");

CONSIDERING the developmental partnership established between the Ministry of Communications and Information Technology of the Republic of India and the Ministry of Information and Communications Technology of the Hashemite Kingdom of Jordan and the privileged relations of the two countries deriving from developmental reasons, as well as from the growing political, economic, social and cultural relations;

RECOGNISING the significant mutual benefits that can be derived from cooperation in the IT&E sector, through institutional and Capacity Building in the field of IT&E in Jordan;

RECOGNISING the potential of the Parties in the field of IT&E sector and the need to leverage capabilities and opportunities of each Party;

INTENDING to develop and strengthen industrial, technological and commercial cooperation between the Parties in IT&E sector and to implement Institutional and Capacity Building cooperation programme aimed at fostering partnerships between the Parties;

HAVE REACHED the following understanding:

ARTICLE 1
Objectives for Cooperation

The objective of this Memorandum of Understanding (MoU) is to develop a long-term and sustainable cooperation, on the basis of equality and mutual interest in the areas of IT&E in line with the relevant laws and regulations of each Party and based on the principle of equality, reciprocity and mutual interest.

ARTICLE 2
Areas of Cooperation

The main areas of co-operation between the Parties shall include, but shall not be limited to the following:

1. Identify Capacity Building areas for specific needs of Jordanian IT sector, Design, Plan and implement IT Capacity Building Programmes for the benefit to Jordan;
2. Cooperation among private and public entities of both countries for promoting investment and business between Parties;
3. Strengthen collaboration in the IT&E sector in the areas of e-education, e-Governance, m-Governance, e-health, telemedicine etc.;
4. Sharing of best practices in the areas of regulatory policy and the institutional framework with special emphasis on developing an internationally competitive IT&E manufacturing and services industry;
5. Participation in international events organized by each country, as appropriate, exchange of experts etc.;
6. Other areas as jointly decided upon by the Parties.

ARTICLE 3
Funding and Resources

1. The conduct of cooperative activities, carried out in accordance to this MoU shall be subject to availability of funds and other resources available with the Parties.
2. Each Party shall bear its own related costs of cooperative activities on terms mutually acceptable to both parties.

ARTICLE 4
Implementation of the MoU

1. The MoU shall be implemented by establishing a Working Group on IT&E (hereinafter referred to as "the Working Group") composed of representatives of the Parties. The composition of the Working Group and key

deliverables shall be identified and will be agreed by the Parties before each meeting of the Working Group.

2. The Working Group shall have the task of defining methodologies, mechanisms and procedures for the development of the activities provided in the MoU, including the feasibility and the financial requirements.

3. The Working Group shall meet atleast once in a year, the meeting location will be exchanged respectively between Parties

ARTICLE 5

Intellectual Property Rights

1. 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.

2. The Parties shall not assign any right 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 Party.

ARTICLE 6

Confidentiality of information

Neither Party shall disclose or distribute any confidential information that is supplied by the other, in the conduct of cooperative activities under the present MoU, to any third Party, except as and to extent authorized in writing by the Party supplying/providing such information or when required by law in force in the country of that Party.

ARTICLE 7

Dispute Settlement

The Parties shall settle any dispute or difference regarding the interpretation and application of this MoU amicable through consultation and negotiation.

ARTICLE 8

Commencement of Cooperation, Amendment and Termination of Intent

1. Cooperation under this MoU shall come into effect from the date of its signature by the authorised representatives of the Parties and shall remain in force for a period of five (5) years and thereafter this MoU may be extended at any time within the period it remains in force by mutual written consent of the parties. This MoU may be terminated by either Party after giving atleast six (6) months' prior notice in writing to the other Party.

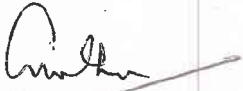
2. The termination of this MoU shall not affect co-operative activities already in progress in accordance to the terms of this MoU.

3. This MoU may be amended by consent of the Parties in writing. Such amendment shall be applicable from the date of the written confirmation by the parties to each other.


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

Signed in Jordan on 11th day of October 2015, in two originals, in Hindi, Arabic and English languages, all texts being equally authentic. In case of divergence in the interpretation of the texts, the English text shall prevail.

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


(Anil Wadhwa)
Secretary (East)
Ministry of External Affairs

For and on behalf of
The Ministry of Information and
Communications Technology of the
Hashemite Kingdom of Jordan


(Mohammad Taisir Bani Yassen)
Secretary General
Ministry of Foreign Affairs and
Expatriates