

**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 State of Qatar**  
**on**  
**Co-operation in the Field of Information Communication Technology**

The Ministry of Communications and Information Technology of the Republic of India and the Ministry of Information and Communications Technology of the State of Qatar (hereinafter referred to as the "Parties" and individually as the "Party")

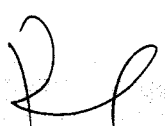
CONSIDERING the positive development of the relationship between Qatar and India which confirm the mutual interest in promotion of stronger ties in the field of Information Communications Technology (hereinafter referred to as "ICT");

DESIRING to develop and strengthen industrial, technological and commercial co-operation between India and Qatar in ICT sector;

CONSIDERING that India and Qatar are currently pursuing research and technology activities in a number of areas of common interest, and that further participation in each other's research and development activities on the basis of equality and reciprocity will be in mutual interests;

RESOLVING to undertake a sustained effort to promote, facilitate and support joint ventures, joint initiatives and markets of the ICT sector;

HAVE REACHED the following understanding:



## **ARTICLE 1**

### **Objectives for Co-operation**

The objective of this Memorandum of Understanding (hereinafter referred to as the "MoU") is to:-

- (a) establish inter-institutional co-operation and relations between the two Parties, in order to promote co-operation in the field of ICT, according to the relevant laws and regulations of the two countries based on the principle of equality and mutual interests.
- (b) foster active co-operation and exchanges between the private entities, capacity building institutions, Governments and other public and private organisations of the two countries in the field of ICT.

## **ARTICLE 2**

### **Areas of Co-operation**

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

- 1) Co-operation among private and public entities of the two countries in the areas of investment and business promotion;
- 2) Collaboration between public and private sector institutions of both countries for using ICT as a tool to improve public service delivery i.e. e-government services, tele-medicine, e-education, e-commerce, cyber security etc.;
- 3) Sharing of best practices in the areas of regulatory policy and the institutional framework with special emphasis on developing an internationally competitive ICT manufacturing and services industry;
- 4) Participation in international events organized by each country, as appropriate;
- 5) Support in the area of Capacity Building in ICT sector;
- 6) Other areas as jointly decided upon by the Parties from time to time.

### **ARTICLE 3**

#### **Funding and Resources**

Without prejudice to any written agreement between the Parties, each Party will, subject to availability of financial and other resources, bear its own costs/expenses and provide its own resources for the implementation of this MoU and any matter related thereto.

### **ARTICLE 4**

#### **Legal Obligation**

Nothing in this Memorandum shall be construed as establishing or implying a partnership, joint venture or other legal relationship between the Parties, nor to constitute either Party as an agent of the other.

### **ARTICLE 5**

#### **Implementation of the MoU**

- (a) This MoU shall be implemented through a Working Group on ICT (hereinafter referred to as "the Working Group") composed of representatives of the two Parties. The structure of the Working Group will be established at an appropriate stage before organising the meeting of the Working Group.
- (b) The Working Group will be responsible for defining methodologies, mechanisms and procedures for the development of the activities provided in the MoU, including the feasibility and the financial requirements. The Working Group will make efforts to meet at least once a year alternately in India and Qatar, as mutually agreed upon by the Parties.

### **ARTICLE 6**

#### **Intellectual Property Rights**

Each Party will ensure appropriate protection of Intellectual Property Rights (herein after referred to as IPR) generated from co-operation pursuant to this MoU, consistent with their respective national laws, rules and regulations and international agreements to which both Parties are committed.

**ARTICLE 7**  
**Confidentiality of information**

Neither Party shall disclose nor distribute any confidential information that is supplied from the other Party in the conduct of co-operative activities under this MoU to any third Party, except as and to the extent authorized in writing to do so by the other Party or when required by the relevant legal provisions.

**ARTICLE 8**  
**Amendment**

The Parties may amend this MoU at any time by mutual written agreement of the Parties' respective applicable laws, and such amendments shall be effective in accordance with the same provisions set forth in Article 9 hereunder.

**ARTICLE 9**  
**Entry into Force, Duration and Termination**

Co-operation under this MoU shall come into effect from the date of last written notification where one Party informs the other Party through the diplomatic channels of the completion of its internal legal procedures necessary for its entry into force.

This MoU shall remain in effect for period of five (5) years. Thereafter, it will be renewed for further periods by mutual written consent of the Parties, unless either of the Parties terminates the present MoU by giving a written notice of its intention to the other Party at least six (6) months in advance through the diplomatic channels.

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



IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this MoU. This MoU was made and signed in New Delhi on 25 March day of 2015, in two originals, each in the Arabic, Hindi and English languages, all texts being equally authentic. In case of divergence in interpretation of the texts, the English text shall prevail.



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

Name: R S SHARMA  
Designation: SECRETARY,  
Deity, GOI.



For and on behalf of the  
Ministry of Information  
Communications  
State of Qatar

Name:  
Designation: