

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF INDIA

AND

THE HASHEMITE KINGDOM OF JORDAN

FOR SETTING UP OF NEXT GENERATION CENTRE OF EXCELLENCE

IN JORDAN

PREAMBLE

WHEREAS the Government of the Republic of India ("GOI") and the Hashemite Kingdom of Jordan ("HKJ"), hereinafter referred to as the Parties, have desired to cooperate in setting up of the Next Generation Centre of Excellence in Jordan, referred to as the Project ("The Project").

Have entered into this Memorandum of Understanding ("MOU") with shared commitment to ensure that Next Generation Centre of Excellence is set up in Jordan with grant assistance from GOI to support the HKJ for setting up the Project,

NOW THEREFORE, have reached the general terms, conditions and obligations set forth within this MOU:

Article I

Scope and Objectives

This MOU sets forth the terms and procedures for India's assistance to support set up the Next Generation Centre of Excellence in Jordan referred to as the Project. The project would aim to provide long term relations between the two countries. To overcome the challenges of language and availability of expert faculty members, NexGen CoE will work on the concept of "Train the Trainers" and will be supported by the necessary handholding facilities in terms of access to e-contents, webcast of expert lectures, contents up gradation etc. The project has following components.

a) Centre of Excellence, Jordan: This centre will comprise of two state-of-art computer labs and a classroom.

b) Resource Centre (RC) at C-DAC, Noida: The resource centre will be used for creating the master trainers from Jordan in 5 specialized areas of IT.

ARTICLE II

(Responsibilities of Government of India, GOI)

GOI shall provide at its cost, a cooperation package that would involve project planning, project coordination, supply, installation and commissioning of equipment, training at Centre of Excellence in Jordan. Resource Centre in India will create Master trainers, who would be deputed to Centre of Excellence in Jordan and they will further train the candidates at Jordan.

CDAC as the implementing agency on behalf of GOI shall supply equipment and other items at the identified premises in Jordan, arrange for training at Centre for Excellence and create Resource Centre in India.

ARTICLE III

(Responsibilities of the Government of Hashemite Kingdom of Jordan)

Identifying a counterpart Technical University/Institution and providing physical infrastructure viz. building with necessary civil works/alterations/renovations as required and other relevant requirements and communicating the same to the Government of India.

ARTICLE IV

(Exemptions)

Subject to the applicable laws, rules and regulations of Hashemite Kingdom of Jordan, in order to ensure the project provides maximum benefit to the people of Jordan the following exemptions shall apply:

The HKJ shall exempt the products, payment and services of CDAC under this project from customs duties, demurrages, local taxes, VAT, all types of cess and other fiscal levies which may be imposed in Jordan.

ARTICLE V

(Implementation Arrangements)

The Project will be for duration of 60 months from the date of setting up of Centre of Excellence in Jordan and Resource Centre in India.

ARTICLE VI

(Confidentiality)

The sharing of confidential information in connection with this MoU shall at all times be conducted in conformity with the laws, rules and regulations of the Parties.

The Parties shall ensure that technical data and information provided under this MoU, are not transferred or supplied to any third party without prior written consent from all Parties.

ARTICLE VII

(Intellectual Property)

Any intellectual property generated in connection with the Activity under this MoU shall be jointly owned by the Parties unless otherwise specified and agreed upon.

The protection of intellectual property rights shall be enforced in conformity with the laws, rules and regulations in force in both the countries and in accordance with other international agreements signed by the Parties.

The use of the name, logo, and/or official emblem of any Party on any publication, document, and/or paper is prohibited without the prior written approval of the relevant Party.

The intellectual property rights in respect of any technology, products and/or services developed or carried out solely and separately by the Parties, or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

ARTICLE VIII

(Monitoring & Evaluation)

The Parties agree to establishing an overall monitoring and evaluation framework to inform the smooth implementation of the Project and that regular reports shall be produced and disseminated in accordance with this framework.

The Parties may conduct joint evaluations both during and after implementation of the Activity.

ARTICLE IX

(Revision, Modification & Amendment)

The Parties may request in writing a revision, modification or amendment of all or any part of this MoU.

Any revision, modification or amendment agreed to by the Parties will be reduced into writing and will form as an integral part of this MoU and shall enter into force on such dates as determined by the Parties.

ARTICLE X

(Governing Law)

This MoU shall be governed, interpreted and construed in accordance with the laws of both the countries.

ARTICLE XI

(Settlement of Disputes)

The two Parties shall strive to resolve amicably, under mutually agreed upon procedures, any differences relating to or arising out of the interpretation and execution of this MoU or, any specific program or project arrangement hereunder.

Article XII

The working language of the Centre shall be in English and all software, course material, training etc. shall be in English language.

Article XIII

Final Clauses

The MoU will come into effect from the date of its signature by both parties and shall remain in force for a period of five years. It can be extended with the mutual consent of both the parties.

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

Done at New Delhi on 1st day of March 2018 in two originals in English.



For the Government of the
Republic of India



For the Hashemite Kingdom of Jordan