

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY OF
THE REPUBLIC OF INDIA
AND
THE MINISTRY OF MANAGEMENT AND INNOVATION IN PUBLIC SERVICES
OF THE FEDERATIVE REPUBLIC OF BRAZIL
ON
COOPERATION IN THE FIELD OF SHARING SUCCESSFUL DIGITAL
SOLUTIONS IMPLEMENTED AT POPULATION SCALE FOR DIGITAL
TRANSFORMATION

The Ministry of Electronics and Information Technology of the Republic of India and the Ministry of Management and Innovation in Public Services of the Federative Republic of Brazil (hereinafter individually referred to as a "Party" and jointly referred to as the "Parties");

ACKNOWLEDGING the strategic importance of deepening the bilateral partnership between India and Brazil in the digital era, and the shared commitment to harness Digital Public Infrastructure (DPI) as a catalyst for meaningful connectivity, inclusive growth, innovation and sustainable development;

RECALLING the importance of Digital Public Infrastructure as an effective means to address social, economic and environmental challenges at scale and in an inclusive manner;

RECOGNIZING the role of bilateral cooperation, exchange of experiences and digital technologies-based solutions in the implementation of digital transformation initiatives of their respective countries, especially centered on Digital Public Infrastructures (DPIs);

DESIRING to facilitate co-operation in the field of ecosystem centric digital initiatives through Capacity Building program and other collaborative activities designed to improve the relationship between the Parties and serve their digital ecosystem;

PURSUANT TO the prevailing laws and regulations of the respective countries:

Have reached the following understanding:

ARTICLE 1: Objectives

The objective of this Memorandum of Understanding (MoU) is in furtherance of Digital Transformation to the mutual benefit of both Parties by means of capacity building and training programs, exchange of best practices, exchange of public officials and experts, development of pilot or demo solutions, facilitation of private sector contacts and by such other means as may be jointly decided by the Parties.

ARTICLE 2: Scope of MoU

The scope of cooperation under this MoU in respect of implementation and other related areas of Digital Transformation will be implemented by means of:

- a. Capacity building of officials in Digital Transformation (viz. INDIA STACK and equivalent Brazilian solutions) through joint training programmes between the officials of the Parties from Government & Private Sector and official exchange between the Parties, exchange of study tours;
- b. Exchange of materials and information on current developments in Digital Transformation, exchange of best practices, publications and documentation;
- c. Organizing of Joint workshops, conferences and other activities;
- d. Promoting Institutional Cooperation between the both countries for feasibility study / e- readiness assessment and implementation of Digital Transformational Solutions;
- e. Enabling consultation of public officials and subject matter experts;
- f. Cooperation in development of innovative Digital Transformational solutions (viz. INDIASTACK and equivalent Brazilian solutions) through pilot or demo of solutions or projects, which are already proven and successfully implemented at population scale;
- g. Scaling up of pilot Digital Transformational solutions;
- h. Exploring possibilities of third country capacity building programmes upon mutually agreed basis between the Parties; and
- i. Such other ways within the purview of this MoU as agreed by the Parties.

ARTICLE 3: Coordinating representatives of the Parties

1. For the effective implementation of this MoU, a Joint Working Group will be constituted with each Party designating three members each to act as its representative (hereinafter referred to jointly as "JWG"), which will be responsible for the implementation of co-operation under this MoU.

2. The JWG will meet at least once a year, preferably virtually, to decide and review concrete project plans for the areas of co-operation under this MoU. Such agreement should be in writing and include, but not be limited to the specific tasks, responsibilities, conditions and financial and other arrangements and other related matters in respect of the project plans. The JWG will, in respect of each project plan, designate the institutions participating in the projects envisaged in the project plans. The JWG will co-ordinate the participation of the respective designated institution or institutions.

ARTICLE 4: Selection of Trainees, Experts, and Public officials

The selection of trainees, experts or public officials to undergo training or secondment by the Party seconding the public officials will be the responsibility of the Party concerned and the other Party would approve to accept the officials. The public officials, experts and trainees of a Party selected for training or secondment in the country of the other Party should have a working knowledge of English.

ARTICLE 5: Applicable laws

The cooperation under this MoU will be in accordance with the applicable laws and regulations of each Party.

ARTICLE 6: Funding and Resources

The implementation of cooperative activities under this MoU will be subject to the availability of funds, manpower and other resources of the Parties.

Provided that the activities contemplated in this MoU will result in expenses, the Parties will endeavor to agree in advance on their coverage and to finance them within the limits of the administration's regular operating allocations.

ARTICLE 7: Confidentiality

1. All information and documents to be exchanged pursuant to the MoU 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 specified and without prior written consent of the other Party.

2. The disclosure of confidential information will not grant or imply any license, interest or right to the recipient in respect to any intellectual property right of the disclosing Party.

3. Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provision of the MoU will not be transmitted to a third party, unless otherwise agreed by the Parties in writing.

ARTICLE 8: Intellectual Property Rights

1. Each Party will ensure appropriate protection of Intellectual Property Rights (IPR) generated from cooperation pursuant to this MoU, consistent with their respective laws, rules and regulations and multilateral agreements to which both Parties are committed.

2. 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.

3. In case of research results obtained through joint activities pursuant to this MoU, the grant of IPR will be sought by both the Parties jointly, and once granted these rights will be jointly owned by the Parties.

4. The Parties will not assign any rights and obligations arising out of the IPR generated to inventions or activities carried out under the MoU to any third party without prior written consent of the other Party.

ARTICLE 9: Consultations

The Parties will consult each other for any difficulty relating to the implementation of the cooperation under this MoU. Any disagreement between the Parties concerning the interpretation and implementation of this MoU shall be settled amicably through mutual consultation between the Parties.

ARTICLE 10: Non-binding Effect

This MoU is non-binding in nature and reflects the non-binding intention of the Parties to negotiate in good faith towards entering into one or more definitive agreement(s) with respect to the scope detailed in this MoU. This MoU will in no event be legally binding on either Party. This MoU does not create any legal or financial obligations under domestic or international law between the Parties.

ARTICLE 11: Entry into Force, Duration and Termination

1. The cooperation under this MoU will be effective from the date of its signature by the Parties and shall be in operation for a period of 3 years.
2. The Parties may consider renewing the cooperation under this MoU for a further period by mutual written consent. The renewal will be communicated in writing at least 3 months prior to the intended date for its expiry.
3. Unless otherwise agreed in writing, the end of this cooperation will not affect the implementation of ongoing activities which have been decided by the Parties prior to the date of the end of the cooperation.
4. The termination of this MoU will not in any way affect the validity and completion of any activities undertaken in terms of this MoU before the date of termination, which will be carried out until due discharge by performance.

In witness whereof the duly authorized representatives of the respective Parties have signed this MoU.

Signed at Brasília on the **8th of July 2025** in two originals each in English language.

<p>For Ministry of Electronics and IT Government of India (MeitY), Government of India</p> <p></p> <p>Dr. S. Jaishankar External Affairs Minister</p>	<p>For Ministry of Management and Innovation in Public Services (MGI), Government of Brazil</p> <p></p> <p>Esther Dweck Minister of Management and Innovation in Public Services</p>
--	--