

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND THE GOVERNMENT OF THE CENTRAL AFRICAN REPUBLIC
FOR SETTING UP AN INFORMATION TECHNOLOGY CENTRE OF
EXCELLENCE (CETI) IN THE CENTRAL AFRICAN REPUBLIC**

The Government of the Republic of India (hereinafter referred to as GOI), represented by the Ministry of External Affairs, and the Government of the Central African Republic (hereinafter referred to as GOCAR), represented by the Ministry of Foreign Affairs, as their authorized Nodal Agencies;

MINDFUL of their mutually cordial, friendly and cooperative relations;

RECOGNISING the potential for extensive cooperation between the two countries, in particular in the Information and Communication Technology Sector, and their shared objective to translate this potential into concrete measures;

RECALLING the understanding of setting up of an IT Training Centre reached during the meeting held in New Delhi on 17th February 2009;

HAVE reached the following understanding:

1. AREAS OF COOPERATION

GOI will extend cooperation to GOCAR in the field of Information Technology applications through the following measures:

- (i) Setting up of an Information and Communication Technology Training Laboratory (2 class-rooms for 25 students each).
- (ii) Supply of courseware to provide training to 600 students per year, during a period of two years.
- (iii) Deputation of Three trainers (One bilingual and two English).

2. GOVERNMENT OF INDIA COOPERATION

These cooperation measures will be financed by GOI, including provision of the following:

- (i) Necessary computer hardware such as servers, desktops, projectors, printers, scanners etc. (for setting up 2 classrooms of 25 students each and office facilities for faculty members).
- (ii) Software required to set up CETI.

- (iii) Requisite courseware for different streams of courses offered by the implementing agency.
- (iv) Deputation of one bilingual Centre Head and two trainers for a period of two years.

3. IMPLEMENTING AGENCY

These measures will be implemented on behalf of GOI by its Principal Implementing Agency (to be selected).

On behalf of GOCAR, the Principal Implementing Agency will be the OFFICE NATIONAL D'INFORMATIQUE (ONI).

4. CENTRAL AFRICAN REPUBLIC GOVERNMENT COOPERATION

The proposed CETI shall be located in the premises of the OFFICE NATIONAL D'INFORMATIQUE and this Institution, in coordination with the Ministry of Education, will be responsible for the following:

- (i) Provide land and building for the Information Technology Centre – the size of the required premises will be mutually agreed.
- (ii) Infrastructure and logistic support such as civil and electrical work, provision of data communication/telecom links.
- (iii) Day-to-day management and running expenditure of the Information Technology Centre including maintenance and upgradation of the physical premises, furniture, basic equipment, consumables etc.
- (iv) Photocopier, fax machine, phone/internet connection.
- (v) Identify and provide supporting technical and administrative staff and their salaries.
- (vi) Support in the arrangement of Multi-entry Long Term Visa facilitation for faculty members.
- (vii) Exempt from customs and all other applicable taxes, all the items to be supplied from India or third country to the Central African Republic under this MoU.

- (viii) Exempt Indian personnel deputed under this MoU for any work connected with the setting/running up of the Information Technology Centre from taxes etc.

5. INTELLECTUAL PROPERTY RIGHTS

All the courseware supplied by the Indian Implementing Agency shall remain the property of the host government after handing over of the Information Technology Centre. The Intellectual Property Rights (IPR) in respect of the products, solutions, documents developed or created by the implementing agency would remain with the Indian Implementing Agency only.

6. CONFIDENTIALITY AND NON-DISCLOSURE

Neither party shall, at any time, disclose to any third party, any confidential information on hardware/software material, product specifications, financial information, documents, training material etc. which is acquired pursuant to this MoU without the prior written consent of the other party under this MoU.

7. AMENDMENTS

This MoU may be amended and supplemented in writing at any time as decided and agreed by mutual written consent of both the Parties.

8. ENTRY INTO FORCE

This MoU will come into effect on the date on which the Government of the Republic of India has received written notification from the Government of the Central African Republic informing of the completion of its internal procedure required by law for its entry into force.

Signed at New Delhi on the 16th day of March, Two Thousand Ten, in two originals each in English, Hindi and French languages, all texts being equally authentic. In the event of any divergence of interpretation, the English text shall prevail.

For the Government of the
Republic of India


Dr. Shashi Tharoor
Minister of State for External Affairs

For the Government of the
Central African Republic


Mr. Abdalla-Kadre ASSANE
Deputy Minister of Finance