



**MEMORANDUM OF UNDERSTANDING BETWEEN
INVEST INDIA AND THE INVESTMENT AND INNOVATION BUREAU,
GLOBAL AFFAIRS CANADA ON INVESTMENT PROMOTION & FACILITATION**

**INVEST INDIA AND THE INVESTMENT AND INNOVATION BUREAU,
GLOBAL AFFAIRS CANADA, hereinafter referred to as the "Participants",**

CONSIDERING that Invest India is the National Investment Promotion Agency of the Republic of India (India), a joint venture of DIPP, the Ministry of Commerce and Industry, the Government of India, the State Governments of India, and the Industry Associations, that has its corporate office at Vigyan Bhavan Annexe, First Floor, Maulana Azad Road, New Delhi 110011 India;

CONSIDERING that the Investment and Innovation Bureau, Global Affairs Canada is a bureau of the Department of Foreign Affairs, Trade and Development of Canada and is located at 125 Sussex Drive, Ottawa, Ontario, Canada K1A 0G2,

CONSIDERING their will to enhance the existing investment relations between the Republic of India and Canada,

THE PARTICIPANTS HAVE COME to the following understanding:

1. OBJECTIVE AND PREVIOUS INSTRUMENTS

- (a) The Objective of this Memorandum of Understanding (MOU) is to set out a framework for the Participants to cooperate in the area of investment promotion.
- (b) The Participants intend that this MOU supersedes all prior arrangements between them whether in oral or written forms.

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2. COOPERATION ACTIVITIES

- (a) The Participants will cooperate through the following:
 - (i) meetings or missions to exchange information on investment, including information on potential areas of investment and priority sectors;
 - (ii) promotion of business cooperation through the execution of joint activities and exchange experiences to strengthen institutional knowledge;
 - (iii) identification of opportunities between businesses in the Indian and Canadian private sectors;
 - (iv) exchange of information and best practices with respect to investment promotion and facilitation;
 - (v) exchange of information on their existing assistance mechanisms to help Indian and Canadian businesses expand their businesses in the respective markets;
 - (vi) exchange of relevant resources and publications with Indian and Canadian businesses;
 - (vii) exchange of statistical data to track investments between India and Canada;
 - (viii) regular review of company feedback and policy instruments to better support two way investment; and
 - (ix) any other activity they may jointly decide upon.
- (b) The Participants understand that their activities will be subject to the availability of their respective resources.
- (c) The Participants will designate a point of contact to facilitate the exchange of information related to the activities described in this MOU.
- (d) The Participant will carry out any activities foreseen under the auspices of this MOU, within the scope of their respective competencies and functions and in compliance with their national laws and regulations.



3. WORKING GROUP

- (a) The Participants will establish a working group consisting of their respective representatives, to determine annual work plans for the duration of this MOU.
- (b) The Participants understand that the Working group will make best efforts to meet annually.

4. INTELLECTUAL PROPERTY RIGHTS

- (a) The Participants will share the results of their joint research with each other and address any intellectual property rights arising from their cooperative activities in a separate and appropriate instrument.
- (b) The Participants will not assign any of the intellectual property rights arising from their cooperative activities to a third party without the written consent of the other Participant.
- (c) Each Participant will ensure appropriate protection of the Intellectual Property Rights arising from their cooperative activities, in accordance with their respective national law, and international agreements to which their countries are committed.

5. PUBLICATION

- (a) The Participants will jointly decide on the ownership of any publication, document and paper produced under this MOU.
- (b) The Participants understand that the use of their respective name, logo, and official emblem on any publication, document and paper will require their prior mutual consent.



6. CONFIDENTIAL INFORMATION

- (a) The Participants will keep all information exchanged under this MOU confidential and will use it in accordance with the conditions they may each specify.
- (b) The Participants will not use such information for other purposes than that specified in paragraph 2 without the prior written consent of the other Participant.
- (c) The Participants understand this MOU and the exchange of Confidential Information do not grant any license, interest or right to the Participant receiving the information.
- (d) The Participants will not disclose unpublished information exchanged under this MOU to a third party, unless they jointly decide otherwise.

7. EXPENSES

Each Participant will pay for the costs it incurs in carrying out activities under this MOU, and those resulting from the participation of its representatives in meetings organized under this MOU.

8. STATUS

This MOU is not legally binding

9. DIFFERENCE IN INTERPRETATION AND IMPLEMENTATION

The Participants will resolve any difference arising from the interpretation or implementation of this MOU through consultations.

10. FINAL DISPOSITIONS

- (a) This MOU will take effect from the date of last signature by the Participants. It will remain valid for a period of three years.
- (b) The Participants may amend or extend this MOU upon their mutual written consent.
- (c) Either Participant may terminate this MOU by giving a three months written notice to the other Participant.

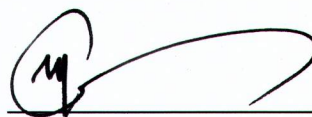


- (d) The Participants understand that the termination of this MOU will not affect the completion of any activity, which has been formalized while the MOU was in effect. The termination of this MOU will not affect the validity or the duration of any specific agreement, projects or activities made under it until the completion of such specific agreements, projects or activities, unless the Participants jointly decide otherwise.

SIGNED in duplicate at 23 Delhi, on this 23rd day of February
2018, in the English and French languages, each version being equally valid.



FOR INVEST INDIA



FOR INVESTMENT AND INNOVATION
BUREAU, GLOBAL AFFAIRS CANADA