

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE GOVERNMENT OF MALAYSIA
ON
CO-OPERATION IN THE FIELD OF DIGITAL TECHNOLOGIES

The Government of the Republic of India as represented by the Ministry of Electronics and Information Technology and the Government of Malaysia as represented by the Ministry of Digital (hereinafter referred to individually as “the Participant” and collectively as the “Participants”),

RECOGNISING the growing role of bilateral co-operation, exchange of experiences and digital technology-based solutions in the implementation of digital transformational initiatives in India and Malaysia;

DESIRING to further strengthen and enhance bilateral co-operation in the digital sector between the two countries;

PURSUANT TO the prevailing laws and regulations of India and Malaysia; and

CONVINCED of the necessary of a lasting and effective co-operation in the interest of both countries,

HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

PARAGRAPH 1
OBJECTIVE

The Participants, subject to the provisions of this Memorandum of Understanding (hereinafter referred to as “MoU”) and the laws, rules, regulations and national policies from time to time in force in their respective countries will strengthen, promote and develop co-operation and exchange of information pertaining to the digital sectors and promoting access to digital technologies between two countries for their mutual benefit.

PARAGRAPH 2
AREAS AND FORMS OF CO-OPERATION

The Participants, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, mutually decide that the co-operation under this MoU will be carried out through the following areas and forms:

- (a) work together on sharing of experiences and exchange of technical expertise in digital public infrastructures (“DPIs”) and e-governance solutions;
- (b) discuss policy and regulatory approaches relating to digital technologies;
- (c) explore business-to-business (“B2B”) partnership collaboration between Industry Associations of both countries for leveraging and complementing each other’s strength with a view to enhance bilateral digital co-operation;
- (d) enhance collaboration between the start-ups and small and medium-sized enterprises (“SMEs”) ecosystems including investments in both countries in a mutually beneficial manner with the aim of creating partnerships by establishing linkages between relevant organisations;
- (e) enhance co-operation between Computer Emergency Response Teams (“CERTs”) on cyber security of both countries;

- (f) identify and explore innovative ways of imparting upskilling and reskilling i.e., digital talent in emerging digital technologies to foster economic growth and innovation;
- (g) collaborate and explore opportunities for sharing of experience and technical expertise in 5G;
- (h) enhance co-operation, and research in emerging technologies viz., super-computing (high performance computing), quantum computing, artificial intelligence, cloud computing, Internet of Things etc.; and
- (i) other areas and forms of co-operation jointly decided upon by the Participants.

PARAGRAPH 3

IMPLEMENTATION MECHANISM

1. For effective implementation of this MoU, a Malaysia-India Digital Council (hereinafter referred to as "MIDC") will be established at the officials level and responsible for the implementation of co-operation under this MoU. The Terms of Reference ("TOR"), functions, frequency of meetings, and procedures of the MIDC will be mutually determined by the Participants once MIDC is established.
2. Either Participant may invite the participation of a third party in the joint activities, programmes or projects being carried out under this MoU upon the agreement of the other Participant. In carrying out such joint activities, programmes or projects, the Participants will ensure that the third party will comply with the provisions of this MoU.
3. The Participants jointly decide the implementation of the specific co-operation activities, programmes or projects set out in Paragraph 2 will be subjected to any subsequent arrangements on provisions to be jointly decided upon by the Participants. Such specific co-operative activities, programmes or projects will be decided upon by the Participants through consultations and are to be developed and finalised by mutual agreement of the Participants.

PARAGRAPH 4
FINANCIAL ARRANGEMENTS

The financial arrangements to cover expenses for the co-operation activities undertaken within the framework of this MoU will be mutually decided upon by the respective Participants on a case-by-case basis, subject to the availability of funds.

PARAGRAPH 5
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. For the purposes of this MoU, "Intellectual Property" refers to all trademarks, copyright and related rights, patents, industrial designs, geographical indications, plant varieties, protection of undisclosed information, and layouts designs (topographies) of integrated circuits.
2. Each Participant shall remain the legal and beneficial owner of all rights in its intellectual property, including, without limitation, all information and documents made available to the other Participant pursuant to this MoU.
3. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Participants and with all relevant international agreements to which both Participants are party.
4. Notwithstanding anything in paragraph 2 above, the intellectual property rights in respect of any technological development, products and services development, carried out:
 - (i) jointly by the Participants or research results obtained through the joint activity or effort of the Participants, shall be jointly owned by the Participants in accordance with the terms to be mutually agreed upon; and
 - (ii) solely and separately by a Participant or the research results obtained through the sole and separate effort of a Participant shall be solely owned by the Participant.

PARAGRAPH 6
CONFIDENTIALITY

Each Participant shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Participants during the operation of this MoU or pursuant to any agreements made pursuant to this MoU and shall continue to do so notwithstanding the termination to this MoU.

PARAGRAPH 7
USE OF NAME, LOGO AND EMBLEMS

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

PARAGRAPH 8
OTHER RIGHTS AND INTERESTS

Notwithstanding anything contained in this MoU, where the implementation of co-operation under this MoU affects any Participant's rights and interests with respect to its national security, national and public interest or public order, and confidentiality and secrecy of documents, information and data, that Participant may take appropriate steps or consult with the other Participant to ensure that its rights and interests are protected and safeguarded.

PARAGRAPH 9
EFFECT OF MEMORANDUM OF UNDERSTANDING

Except as provided in Paragraph 5 (Protection of Intellectual Property Rights) and Paragraph 6 (Confidentiality), this MoU serves only as a record of the Participants' intentions and does not constitute or create obligations under international or domestic law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

PARAGRAPH 10
CONSULTATION

The Participants will consult, at times mutually decided upon by the Participants, through their representatives, concerning the interpretation or application of this MoU either generally or in relation to a particular matter.

PARAGRAPH 11
REVISION, MODIFICATION AND AMENDMENT

1. Either Participant may request in writing a revision, modification or amendment of all or any part of this MoU.
2. Any revision, modification or amendment agreed to by the Participants will be reduced into writing and will form part of this MoU.
3. Such revision, modification or amendment will enter into effect on such date as may be determined by the Participants.
4. Any revision, modification or amendment will not prejudice the benefits and commitments arising from or based on this MoU before or up to the date of such revision, modification or amendment.

PARAGRAPH 12
ENTRY INTO EFFECT, DURATION AND TERMINATION

1. The co-operation under this MoU will enter into effect from the date of its signature by both Participants and will remain in effect for a period of three (3) years.
2. The Participants may consider renewing this MoU for a further period by mutual written consent.
3. Notwithstanding anything in this MoU, either Participant may terminate this MoU by notifying the other Participant of its intention to terminate this MoU by a notice in writing through diplomatic channels, at least three (3) months prior to the intended date of termination.

4. The termination of this MoU will not prevent the completion of the co-operation activities that might have been formalized prior to the date of the termination of this MoU, unless otherwise decided.

The foregoing represents the understanding reached between the Government of Malaysia and the Government of the Republic of India upon the matters referred to therein.

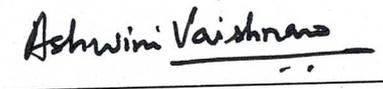
Signed in duplicate at ...*New Delhi*..... on *20th August* in the year *2024*.. in [*2 (two)*] original copies, in the English language.

**FOR THE GOVERNMENT OF
MALAYSIA**



Gobind Singh Deo
Minister of Digital

**FOR THE GOVERNMENT OF THE
REPUBLIC OF INDIA**



Ashwini Vaishnav
Minister of Electronics and Information
Technology