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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY OF
THE REPUBLIC OF INDIA
AND
THE MINISTRY OF INFORMATION AND COMMUNICATIONS OF
THE SOCIALIST REPUBLIC OF VIET NAM
ON COOPERATION
IN THE FIELD OF
INFORMATION TECHNOLOGY (IT)

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The Ministry of Electronics and Information Technology of the Republic of India and the Ministry of Information and Communications of the Socialist Republic of Viet Nam, hereinafter referred to as the "Parties",

Considering the strategic partnership established between the Republic of India and the Socialist Republic of Viet Nam and the privileged relations of the two countries, deriving from developmental reasons, as well as from the growing political, economic, social and culture relations;

Considering the Minutes of the fifteenth meeting of Viet Nam - India Joint Commission on Trade, Economic, Scientific and Technological Cooperation between Ministry of External Affairs of India and Ministry of Foreign Affairs of Viet Nam, signed in New Delhi on 9th July 2013;

Affirming the Meeting between the Minister for Communications and Information Technology of India and the Minister for Information and Communications of Viet Nam in New Delhi on 4th July 2013;

Attaching particular importance to the development of cooperation in the fields of Information Technology between the two countries (hereinafter referred to as "IT");

Desiring to develop and strengthen industrial, technological and commercial cooperation between India and Viet Nam in IT sector;

Recognising the need to promote cooperation in IT sector between the two Parties with a view to leveraging the existing capabilities and opportunities of both sides;

Have reached the following understanding:

Article 1

PRINCIPLES

The aim of this Memorandum of Understanding (hereinafter referred to as "MoU") is to develop a long-term and sustainable cooperation, on the basis of equality and mutual interest, in the areas of IT in line with each country's laws and regulations.

Article 2

FIELDS OF COOPERATION

The Parties set out fundamental directions for cooperation as focusing on the following areas in IT :

- a) Enhancing cooperation among private and public entities of both countries;
- b) Enhancing cooperation on promotion of Electronics Hardware Manufacturing and Information Technology enabled Services (hereinafter referred to as "IT-ITeS") industry;
- c) Capacity building in IT with the focus on enhancing quality Human Resource development, explore possibilities of distance learning facilities and its accreditation;
- d) IT industry development, including Hardware, Software and IT services;
- e) Promoting cooperation in areas of Electronics System Design and Manufacturing with a view to establish collaborative Hardware Clusters;
- f) Strengthening Research and Innovation collaboration;
- g) Exchange of expertise in the field of Software Applications and Services; e-Commerce and e-Governance;
- h) Collaboration between Indian and Vietnamese IT companies to explore third country markets;
- i) Organizing joint technical workshops, seminars, study tours and training sessions;
- j) Intensifying cyber security cooperation through an MOU between CERT-In and VNCERT;

k) Other areas as mutually agreed upon by the Parties.

Article 3

IMPLEMENTATION

In order to deliver the fundamental directions set out under this MoU within possible conditions, the cooperation activities between the Parties will be carried out in the following manner:

- (i) A Joint Working Group on IT (hereinafter referred to as "JWG") comprising the related representatives of the Parties shall be established, at an appropriate date.
- (ii) The JWG will be responsible for defining methodologies, mechanisms and procedures for the development of the activities provided in the MoU including the feasibility and the financial requirements. The JWG will make efforts to meet at least once a year alternately in India and Viet Nam, as mutually agreed upon by the Parties.
- (iii) The Parties may, additionally, develop an action plan, in which the modalities and the specific areas for cooperation are detailed. This action plan may be annually reviewed by means of exchange of correspondence between the Parties.

Article 4

FUNDING AND RESOURCES

The Parties will discuss, through the aforesaid JWG, the details of expenses for implementation of each activity. The implementation will be subject to the financial availability and mutual agreement of both Parties.

Article 5

CONTACTS OF THE TWO PARTIES

In order to facilitate the cooperative activities, the Parties shall appoint the contact point of each Party as follows:

For the Republic of India:

Ministry of Electronics and Information Technology

Address: Electronic Niketan, 6 CGO Complex, Lodhi Road, New Delhi

Tel: +91-11-24363078

Fax: +91-11-24363101

For the Socialist Republic of Viet Nam:

Ministry of Information and Communications (MIC)

Address: 18 Nguyen Du str., Ha Noi, Viet Nam

Tel: +84 4 39430204

Fax: +84 4 38226590

E-mail: dic@mic.gov.vn

Article 6

AMENDMENT

This MoU may be amended by mutual written consent of the Parties at any subsequent date. This amendment shall form an integral part of this MoU.

Article 7

CONFIDENTIALITY

The Parties decide not to provide to other organizations the documents exchanged between them as part of the cooperation under this MoU, except with under written mutual consent.

Article 8

INTELLECTUAL PROPERTY RIGHTS

- (i) Each Party will ensure appropriate protection of Intellectual Property Rights (hereinafter referred to as "IPR") generated from cooperation pursuant to this MoU, consistent with their respective laws, rules and regulations and international agreements to which both Parties are committed.
- (ii) The Parties shall not assign any rights and obligations arising out of the IPR generated to inventions/ activities carried out under this MoU to any third Party without consent of the other Party.

Article 9

FORCE MAJEURE

- (ii) The request to suspend the implementation of the cooperation under this MoU, in principle, will be communicated, at least 60 (sixty) days before the date on which the suspension begins.

Article 10

DISPUTE SETTLEMENT

Any dispute arising out of the interpretation and implementation or application of any of provisions of this MoU shall be settled amicably through consultations and/or negotiations between the Parties.

Article 11

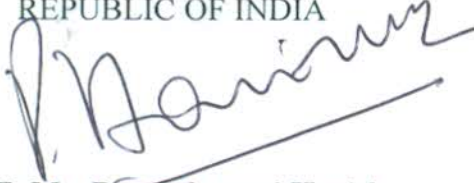
ENTRY INTO FORCE AND VALIDITY

This Memorandum of Understanding will come into effect on the date of its signature and will remain in force for a period of five (5) years. Thereafter, it will be renewable by mutual written consent of the Parties, unless terminated by either Party by giving six (6) months' prior notice in writing to the other Party of its intention to terminate it.

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

SIGNED at Ha Noi on 3rd September 2016 in two originals, each in English language.

FOR THE MINISTRY OF ELECTRONICS
AND INFORMATION TECHNOLOGY,
REPUBLIC OF INDIA



H.E. Mr. Parvathaneni Harish
Ambassador of India to Vietnam

FOR THE MINISTRY OF
INFORMATION AND COMMUNICATIONS,
THE SOCIALIST REPUBLIC OF VIET NAM



H.E. Mr. Nguyen Minh Hong
Vice Minister

