

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY**  
**OF**  
**THE REPUBLIC OF INDIA**  
**AND**  
**THE MINISTRY OF ECONOMY, FINANCE AND INDUSTRIAL AND**  
**DIGITAL SOVEREIGNTY OF THE FRENCH REPUBLIC**  
**ON**  
**COOPERATION IN THE FIELD OF DIGITAL TECHNOLOGIES**

The Ministry of Economy, Finance and Industrial and Digital Sovereignty of the French Republic and the Ministry of Electronics and Information Technology (MeitY) of the Republic of India, (hereinafter referred to individually as the “Participant” and collectively as the “Participants”;

**Welcoming the growing partnership** between India and France and recognising the transforming role of digital technologies in the lives of their citizens;

**Desiring** to further develop and strengthen policy, regulatory, industrial, technology and research cooperation between the two countries in the field of digital technologies;

**TAKING INTO CONSIDERATION** the importance of digital technologies, development and innovation in promoting an inclusive and sustainable growth;

**RECOGNISING** the potential for extensive trade and market development between the two countries in the digital technologies and the need to tap capabilities and opportunities in the sector in a more focused and comprehensive manner;

**BEING** mutually desirous of enhancing the growth of investments, joint initiatives and joint ventures, technology development and markets in the digital technologies and

**HAVE REACHED** the following understanding:

## **ARTICLE 1**

### **Objectives**

This Memorandum of Understanding (MoU) hereinafter referred to as “Memorandum” aims to promote closer cooperation and exchange of information pertaining to the digital technologies and will mutually support each Participant’s goals to promote access to digital technology in their countries in accordance with this Memorandum.

## **ARTICLE 2**

### **Areas of Cooperation**

The areas of cooperation between the Participants may include, but not be limited to, the following:

1. Greater opportunities for partnership between the private and public entities of both countries which supports the adoption of digital technology best practices to address challenges;
2. To enhance cyber security cooperation between national apex bodies on cyber security readiness and explore possibilities for cooperation in cyber security related to emerging technologies;
3. To exchange information on movement for highly skilled IT professionals in order to ensure that companies in both countries have access to talent that fosters economic growth and innovation;
4. Cooperation on innovation and design in the area of Electronics System Design and Manufacturing (EDSM);
5. To enhance business to business cooperation in digitally enabled sectors in relation to emerging technologies, including cloud computing, super-computing (HPC), quantum computing, artificial intelligence, Internet of Things, Big Data etc;
6. Enhance collaboration between the start-up ecosystems including investments in both countries in a mutually beneficial manner with the aim of creating partnerships by establishing linkages between relevant mechanisms and organizations;
7. Enhance research and innovation collaboration opportunities to co-create technology, product and market development, particularly in the field of ecological transition;

8. Discussion on policy and regulatory frameworks around new and emerging technologies and encouraging participation in international events organized by both countries, as appropriate;
9. Work together on building standards and protocols for free, inclusive, innovative and open public digital infrastructure;
10. Other areas as jointly decided upon by both Participants.

### **ARTICLE 3**

#### **Composition and Responsibilities of the Collaboration**

- i) In order to coordinate and facilitate programmes under Article 2, the Participants may establish a Joint Working Group (JWG) and designate one or more representatives as members of the JWG. The designated representatives will be responsible for seeking any required approval for the conduct of specific cooperative activities from their respective Governments.
- ii) The composition of the JWG would be as decided from time to time by either side. The Agenda and Deliverables would be decided on a mutually agreed basis.
- iii) The JWG will meet on a regular basis, alternatively in each country.
- iv) Discussions within this JWG may be shared with other relevant bilateral dialogues including the strategic cyber dialogue, where appropriate.

### **ARTICLE 4**

#### **Applicable laws**

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

### **ARTICLE 5**

#### **Funding and Resources**

- i) The implementation of cooperative activities under this Memorandum will be subject to the availability of funds, manpower and other resources of the Participants.

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

## **ARTICLE 6**

### **Confidentiality**

- i) All information and documents to be exchanged pursuant to the Memorandum will be kept confidential by the Participants and will be used subject to such terms as each Participant may specify. The Participants will not use the information for purposes other than specified and without the prior written consent of the other Participant.
- ii) 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 Participant.
- iii) 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 Participants in writing.

## **ARTICLE 7**

### **Intellectual Property Rights**

- i) Each Participant will ensure appropriate protection of Intellectual Property Rights (IPR) generated from cooperation pursuant to MoU, consistent with their respective laws, rules and regulations and multilateral agreements to which both Participants are committed.
- ii) In case research is carried out solely and separately by the Participant or the research results are obtained through the sole and separate efforts of the Participant, the Participant concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned Participant.

- iii) In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the Participants jointly and once granted these rights will be jointly owned by the Participants.
- iv) The Participants 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 Participant.

#### **ARTICLE 8** **Consultations**

The Participants will consult each other for any difficulty relating to the implementation of the cooperation under this MoU.

#### **ARTICLE 9** **Change of the scope and form of cooperation**

The scope and the form of cooperation may be modified by mutual decision of the Participants through diplomatic channels in writing leading to the signature of a new Memorandum.

#### **ARTICLE 10** **Duration of the cooperation**

- i) This Memorandum replaces the previously signed MoU in the year 2000 for fostering cooperation in the area of IT and Services.
- ii) The cooperation under this MoU will start on the date of its signature by both Participants and will last five (5) years.
- iii) The Participants may consider renewing the cooperation under this Memorandum for a further period by mutual written consent.
- iv) Unless otherwise agreed in writing, the end of this cooperation will not affect the implementation of ongoing activities which have been decided by the Participants prior to the date of the end of the cooperation.



**ARTICLE 11**  
**Non-binding effect**

This MoU does not create any legal or financial obligations under domestic or international law between the Participants.

In witness whereof the duly authorised representatives of the respective Participants have signed this MoU.

Signed at ..... on 13 July 2023 in two originals each in the Hindi, French and English languages, all texts being equally valid.

For the Ministry of Electronics and  
Information Technology, of the  
Government of the Republic of India

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Rajeev Chandrasekhar  
Hon'ble Minister of State for  
Electronics and Information  
Technology of the Republic of India

For the Ministry of the Economy,  
Finance and Industrial and Digital  
Sovereignty, of the Government  
of the French Republic



Jean-Noël Barrot  
Hon'ble Minister Delegate in  
charge of the Digital Transition  
and Telecommunications of the  
French Republic