

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF REPUBLIC OF INDIA
AND
THE GOVERNMENT OF COOK ISLANDS
FOR ESTABLISHING
INDIA — COOK ISLANDS CENTRE OF EXCELLENCE IN IT**

The Government of Republic of India and the Government of Cook Islands; hereinafter referred to as the "Parties".

Conscious of their friendly relations and desirous of further strengthening bilateral cooperation in the area of Information & Communication Technology.

Noting in that context the offer by the Government of Republic of India to support development of Information and Communication Technology (further ICT) in Cook Islands through establishing "India — Cook Islands Centre of Excellence in IT" at the University of the South Pacific, Cook Islands Campus.

Noting also that a decision was taken by the Government of the Republic of India to provide assistance to the Government of the Cook Islands for the promotion of Information & Communication Technology by establishing an "India — Cook Islands Centre of Excellence in IT" at the University of the South Pacific, Cook Islands Campus.

Have reached the following understanding:

Vision

Create a pool of knowledge workers and generate employment opportunities by producing world class IT professionals to attract investment into the Cook Islands and generate revenues through software export.

Mission

- To set up the "India — Cook Islands Centre of Excellence in IT" at the University of the South Pacific, Cook Islands Campus
- To set up a state-of-the-art training facility with latest IT hardware/software and supply latest course material & reference books
- To utilize CEIT for implementation of distance learning in the area of ICT to School Teachers, Tertiary (University and TVET) Faculty, Government officials and the community generally in Cook Islands
- To provide trainers and training in modular certificate courses in basic IT, intermediate level IT and advanced IT at CEIT in Rarotonga and in the outer islands
- To upgrade the skills of teachers and IT professionals in the Cook Islands through training of trainers programme

- To impart advance IT training for six months in India to two Master trainers identified for CEIT; one of these trainers to be dedicated to outer islands training delivery
- To assist CEIT in centre coordination and course delivery by deputation of two experts from India to the Cook Islands for two years; one of these experts to be resourced to provide outer islands training delivery
- To connect CEIT in the Cook Islands to the outer islands and to India through Video-Conferencing for conducting on-line/special training programme
- To make CEIT a finishing school in the Cook Islands to connect academia & industry. The same shall be attained by offering industry-ready professionals trained on IT courses at CEIT developed in consultation with academia & industry in the Cook Islands
- To deploy CDAC e-Mentor (e-Learning & LMS) with content at CEIT in the Cook Islands to enable self paced learning
- To deploy CDAC LILA (Learning Indian Languages through Artificial Intelligence) at CEIT in the Cook Islands to enable self paced learning of Hindi language
- To exchange experts between India & the Cook Islands for delivery & deployment of IT training, e-Mentor, LILA and project management; one of these trainers to be resourced to provide outer islands training delivery

Article 1

The Government of the Republic of India shall provide a cooperation package that would involve creation of IT Infrastructure & supply of courseware/reference books; deployment of CDAC's e-learning & language learning software; training of trainers from the Cook Islands at CDAC in India; deputation of CDAC's experts at CEIT in the Cook Islands for project management & centre coordination as detailed below:

1. Nominate Centre for Development of Advanced Computing (CDAC) as implementing agency for the project on behalf of Government of India
2. Setting up of state-of-the-art IT Infrastructure for delivery of planned IT courses & other activities at CEIT in the Cook Islands
3. Training of two Cook Islands trainers for a period of six months on advance IT courses at CDAC in India
4. Deputation of two CDAC experts to Cook Islands for a period of two years for providing assistance in centre coordination and course delivery
5. Deployment of CDAC's e-Learning & Learning Management System (e-Mentor) with content to enable self paced learning for students & teachers at CEIT in the Cook Islands
6. Deployment of CDAC LILA (Learning Indian Languages through Artificial Intelligence) at CEIT in the Cook Islands to enable self paced learning of Hindi language
7. Providing the necessary course material & reference books for the courses to be imparted at CEIT in the Cook Islands and India to the students & trainers

8. CDAC certificate to the students successfully passing out of CEIT in the Cook Islands over the period of two years
9. Facilitating the availability of domain experts for setting up of CEIT in the Cook Islands and providing the IT training in India & the Cook Islands for the entire duration of the project
10. Consultancy & Project Management for setting up of CEIT in the Cook Islands, delivery of IT courses & all technical assistance in running it for the entire duration of the project

Article 2

The Government of the Cook Islands shall provide the following counterpart assistance for the project:

1. Nominate University of the South Pacific, Cook Islands Campus as the implementing agency on behalf of the Government of the Cook Islands;
2. Provide building with necessary space, civil refurbishing, electrical wiring, furniture, connectivity (phone/fax/internet), stabilized power with backup, water, heating and air conditioning etc.;
3. Provide free furnished accommodation, local transport, communication & medical facility for CDAC experts deputed/travelling to the Cook Islands in connection to the project;
4. Provide office space, communication facility, GRATIS VISA etc. for CDAC experts deputed/ traveling to Cook Islands in connection to the project;
5. Exempt the products & services being supplied to Cook Islands under the cooperation programme from the payment of custom duties, internal taxes and other fiscal levies;
6. Arrange for customs clearance of supplies from India/third country at airport/seaport/land port in the Cook Islands and its transportation to CEIT within the shortest period;
7. Coordinate for local activities during commissioning and training and provide necessary instruments, tools, local staff etc.;
8. Arrange the trainers to be trained in India and to manage smooth implementation and functioning of CEIT. Government of the Cook Islands to ensure the availability of faculty members trained in India to work with CEIT for a period of minimum two years;
9. Provide day-to-day financial and management assistance to CEIT in the Cook Islands including but not limiting to payment of salaries to local staff including a local Director of CEIT, internet bandwidth, expenditure on communication, electricity, water, security and other recurring expenditure;
10. Provide statutory approvals and permission required for establishment and operation of CEIT in the Cook Islands;

Article 3

In order to monitor the proper implementation of the project an India — Cook Islands Joint Project Monitoring Committee shall be set up consisting of members from India and the Cook Islands to facilitate the implementation of the project and review the progress of work done by CDAC.

Article 4

Intellectual Property Rights

The hardware and software provided as a result of this assistance will become the property of the University of the South Pacific, Cook Islands Campus once the CEIT is handed over to them.

The Intellectual Property Rights (IPR) in respect of the products, solutions, documents developed or created by the implementing agency from India would remain with the Indian implementing agency (to be nominated by the Ministry of External Affairs in due course) only.

Article 5

Confidentiality and non-disclosure

The parties confirm that neither party shall disclose nor distribute to any third country any information transmitted by the other side in the process of cooperative activities under this memorandum, except as and to the extent authorized in writing to do so by the other party or required by judicial process. Any such information/data/report in public domain should not be treated as confidential.

Article 6

The working language of the Centre shall be in English and all software, course material, training etc. shall be in English language.

Article 7

Any dispute, arising out of the interpretation, implementation or application of this MOU, shall be resolved amicably on the basis of mutual understanding, discussions and consultation between the parties.

Any amendment to this Memorandum shall be done by mutual written consent of the Parties in separate minutes, which shall become an integral part of the Memorandum.

Article 8

The Memorandum of understanding shall enter into force on the date of its signing by the Parties.

The Memorandum terminates in the certificate of completion of the project by the Parties.

Article 9

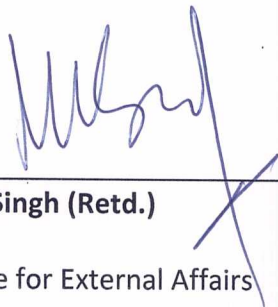
The project cost, schedule, specifications of IT Hardware/software, e-Mentor & LILA and other details for the implementation of this Memorandum of Understanding will be decided separately by each Party. All documents, which are published for achievement and development of current Memorandum, shall be integral part of this Memorandum.

In WITNESS WHEREOF the undersigned being duly authorized thereto, by their representative governments, in accordance with their law, have signed this Memorandum of Understanding.

Done at Suva, Fiji on 24 May 2017 in two originals, each in Hindi & English, both texts being equally authentic. In case of any divergence in interpretation, the English text shall prevail.

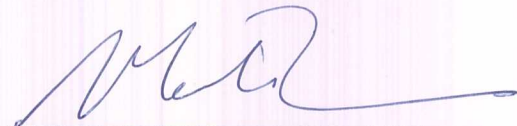
For the Government of the Republic of India

For the Government of Cook Islands



Gen. (Dr.) V.K. Singh (Retd.)

Minister of State for External Affairs



Mr. Mark Stephen Brown

Minister of Finance