

Memorandum of Understanding (MOU)

between

**Controller of Certifying Authorities, Department of Information Technology
of the Government of the Republic of India**
(hereinafter referred to as **CCA**)

Party on one hand

and

**Information and Communication Technologies Authority of the Republic of
Mauritius, established under section 4 of the ICT Act 2001,**
(hereinafter referred to as **ICTA**)

Party on the other hand

OBJECT OF MOU:

The objective of this Memorandum of Understanding is to foster cooperation between the two parties with the aim of the setting up the Mauritian Public Key Infrastructure (PKI), which will be based on the Indian PKI model.

ARTICLE 1

The parties hereby confirm their intention to promote closer cooperation and the exchange of information pertaining to implementation of Public Key Infrastructure in Mauritius in accordance with the Electronic Transaction Act, 2000 and the relevant laws and regulations of each country and this MoU.

ARTICLE 2

The following areas of cooperation between the parties and their respective countries have been proposed:

1. Setting up of the Mauritian PKI bearing the following characteristics:

- Recognition by the ICTA of the Indian Certifying Authorities (CAs) licensed by the CCA, (*Action ICTA*)
- Exclusive CA key for Mauritius, (*Action selected Indian CA*)
- Exclusive Certification Practice Statement (CPS) for the Mauritian CA key pair – *to be prepared by ICTA and Indian CA for approval of CCA,*
- Certificates signed by the exclusive CA key for Mauritius under the Indian CCA and under the CPS for Mauritius, (*Action selected Indian CA*)
- Exclusive CA key for Mauritius can be brought to Mauritius once the Government of Mauritius decides to set up its own infrastructure, (*Action ICTA, selected Indian CA*)
- Selected Indian CA hosts directories for Mauritius, (*Action selected Indian CA*)
- Separate CA website for Mauritius. (*Action ICTA*)

2. Capacity building for the staff who will be involved in the Mauritian PKI with respect to the activities falling under the purview of the Controller of Certification Authorities (CCA);

3. Technical facilitation by the Indian CCA for:

- Developing Certification Policies, Certification Practice statements, identification documents, subscriber agreements as well as other agreements and statements for the Mauritian PKI,
- Facilitating the choice of the Indian Certification Authority recognised by the Indian CCA for extension of its services to the Mauritian PKI,
- Ensuring dispute resolution settlement (within the Electronic Transaction Act, 2000) arising from the use of the Mauritian PKI as implemented under the selected Indian CA, and
- Developing training programmes and workshops for PKI related matters.

4. Setting up communication channels for exchange of information; and

5. Collaborating on best practices in the field of PKI.

ARTICLE 3

In order to implement the scope of co-operation identified in Article 2, an India-Mauritius Working Group on PKI (hereinafter referred to as "the Working Group") shall be set up to identify and facilitate programmes for the purpose of:

- (a) Setting up of communication channels for exchange of information;
- (b) Advising in developing an action plan for implementing the Mauritius Public Key Infrastructure (PKI);
- (c) Capacity building for the staff who will be involved in the Mauritius PKI;
- (d) Developing skills through exchange programmes, training programmes and seminars in the field of PKI;
- (e) Exchanging technical experts in the field of PKI; and,
- (f) Any other areas of Cooperation as may be mutually agreed upon.

ARTICLE 4

1. For the purpose of identifying and facilitating programmes under Article 3, the Parties shall designate one or more representatives as members of the Working Group. The designated representatives shall be responsible for seeking any required approval for the conduct of specific co-operative activities from their respective Governments.

2. The Working Group shall be responsible for implementing the scope of co-operation as set out in Article 2 above. The Working Group may hold consultations to identify and define future activities under Article 3, review activities in progress or discuss matters related to such activities. Where necessary, and by mutual agreement, the working Group may hold periodic meetings alternately in India and Mauritius at a mutually agreed time.
3. The composition of the Working Group and key deliverables for the Working Group would be identified and will be agreed by the parties before each meeting of the Working Group.

ARTICLE 5

1. All cooperative activities under Articles 2, 3 and 4 of this Memorandum of Understanding will be conducted in accordance with the applicable laws and regulations of each country.
2. All cooperative activities under Articles 2, 3 and 4 of this Memorandum of Understanding will be subject to the availability of funds and other resources of the Parties. The cost of cooperative activities will be shared by the Parties in a manner to be mutually agreed upon.

ARTICLE 6

The intellectual property rights arising out or pursuant to any activity under this Memorandum of Understanding and the allocation of ownership of these rights shall be determined on a case-by-case basis, in accordance with applicable domestic laws and international principles.

ARTICLE 7

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 MOU, except as and to the extent authorised in writing to do so by the other Party and subject to applicable laws and regulations of each country.

ARTICLE 8

This Memorandum of Understanding may be modified or amended as may be required from time to time by mutual written consent of the Parties.

ARTICLE 9

Any disputes between the Parties concerning the interpretation and/or implementation of this Memorandum of Understanding shall be settled amicably through consultations and/or negotiations between the Parties.



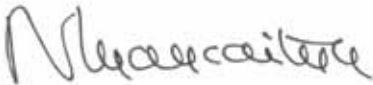
ARTICLE 10

1. 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. It may be terminated by either Party giving six (6) months prior notice in writing to the other Party.
2. This Memorandum of Understanding may be extended at any time within the period it remains in force by mutual written consent of the Parties.
3. The termination of this Memorandum of Understanding will not affect co-operative activities under Articles 2 and 3, which are already in progress.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed this Memorandum of Understanding on the 11th February 2009, at New Delhi, in two originals, each in Hindi and English languages, all texts being equally authentic. In case of discrepancy in the interpretation of the texts, the English text will prevail.

For

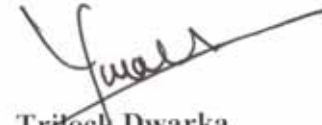
The Controller of Certifying Authorities
Government of the Republic of India



N. Vijayaditya
Controller of Certifying Authorities

For

The Information & Communications
Technologies Authority
Republic of Mauritius


Triloch Dwarka
Chairman