

MEMORANDUM OF UNDERSTANDING
BETWEEN
AUSTRALIAN PUBLIC SERVICE COMMISSION
OF THE GOVERNMENT OF AUSTRALIA
AND
DEPARTMENT OF ADMINISTRATIVE REFORMS AND PUBLIC GRIEVANCES,
MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS
OF THE REPUBLIC OF INDIA
ON
CO-OPERATION IN THE FIELD OF PUBLIC ADMINISTRATION AND GOVERNANCE
REFORMS

INTRODUCTION

The Australian Public Service Commission, a portfolio agency of the Department of the Prime Minister and Cabinet and the Department of Administrative Reforms and Public Grievances, Ministry of Personnel, Public Grievances and Pensions of the Republic of India (hereinafter collectively referred to as “the Participants” and individually as “a Participant”), wishing to promote bilateral co-operation in the fields of Public Administration and Governance Reforms between the Public Services of both countries have mutually decided as follows:

PARAGRAPH 1

Objective

1. This Memorandum of Understanding (hereinafter the “MoU”) aims to strengthen the partnership between the Participants through various forms of co-operation between both countries’ Public Service officers.

PARAGRAPH 2

Areas of Co-operation

1. The Participants and relevant Government agencies from both countries will, subject to applicable domestic laws in force in their respective countries, endeavour to undertake co-operation in such areas as the Participants jointly determine in writing, which may include, but are not limited to:
 - (a) Promoting transparency and accountability in delivery of public services;
 - (b) Building effective service delivery in the public service;
 - (c) Recruitment and promotion in the public service;
 - (d) Developing a framework for values and competencies;
 - (e) Training and capacity building of the public service;
 - (f) Public Sector Management and Reform;
 - (g) Public Grievance Redress Mechanism;
 - (h) Facilitating short-term foreign training programmes for officers of Government of India or Australia; and
 - (i) Promoting and utilising the potential of retired government servants.

PARAGRAPH 3

Forms of Co-operation

1. The forms of co-operation under this MoU will include, but are not limited to, the following:
 - a) Study visits for the Participants' Public Services officers to exchange information and experience in areas of common interest;
 - b) Either in person, or via remote delivery, exchange of information by the Participants' experts in the field of Public Administration and Governance Reforms;
 - c) Co-operation between training institutes of the Participants in the training of Public Service officers;
 - d) Establishment of joint projects, joint comparative research, and other joint mechanisms, as the Participants may jointly determine; and
 - e) Such other methods within the purview of this MoU as the Participants may jointly determine.
2. The details and arrangements for the collaborative activities will be jointly determined by the countries' relevant Government agencies.
3. The Participants will review the areas of common interest and the progress of various forms of co-operation periodically.

PARAGRAPH 4

IMPLEMENTATION

1. An Australia-India Joint Working Group on Public Administration and Governance Reforms (thereafter referred to as the "Working Group"), responsible for the implementation of co-operation will be established.

2. The members of the Working Group will include:
 - (a) **INDIA** – The Government of India will be represented by officials from the Department of Administrative Reforms and Public Grievances, Ministry of Personnel, Public Grievances & Pensions and concerned line Ministry of Government of India.
 - (b) **AUSTRALIA** – The Australian Public Service Commission of the Government of Australia.
3. The Working Group may also invite experts or other qualified persons in the field of Public Administration and Governance Reforms to attend their meetings for specific purposes, as jointly approved by the Participants.
4. The Working Group will convene regularly in the manner jointly arranged by the Participants, including teleconference, video conference or face to face meetings. Meetings will be jointly chaired by way of co-chairmanship and responsibility for secretariat assistance will be shared between the Participants.
5. The Participants will jointly decide responsibility for the preparation of Working Group meeting minutes and the coordination and liaison, including preparation of the jointly determined agenda for its next meeting. Each Participant will designate a contact person for coordination and liaison for the work of Working Group.

PARAGRAPH 5

Financial Arrangements

1. The precise funding arrangements for collaborative activities will be jointly determined by the relevant Government agencies from Australia and India on a project-by-project basis.

2. Unless otherwise mutually decided by the relevant Government agencies, the following terms can apply to the collaborative activities:
 - a. The expenditure incurred for international and local travel, accommodation, salary, subsistence, and other local and incidental expenses in connection with the collaborative activities arising from the implementation of this MoU will be borne by each Participant.
 - b. The host Participant will assist with the logistical arrangements for local travel and accommodation.
 - c. The expenditure incurred for any documents or materials exchanged in connection with the collaborative activities arising from the implementation of this MoU will be borne by the requesting Participant.

PARAGRAPH 6

Intellectual Property Rights and Confidentiality

1. Intellectual property rights in any information, document or material exchanged pursuant to any co-operation under this MoU will be protected and enforced in accordance with the respective domestic law and international obligations of the Participants.
2. When a Participant discloses any information, document or material in any form under this MoU to the other Participant, the disclosing Participant will, in writing, inform the receiving Participant of any confidentiality or secrecy attached to the information, document or material.
3. The receiving Participant will observe such confidentiality or secrecy subject to its domestic law.

4. This paragraph will continue to apply between the Participants notwithstanding the termination of this MoU.

PARAGRAPH 7

Amendment

1. This MoU may be amended by mutual consent of the Participants through an Exchange of Notes between the Participants through the diplomatic channels and such amendment will take effect on such date as may be determined by the Participants.
2. An amendment of this MoU will not affect any benefits and undertakings arising from this MoU before the effective date of the amendment unless the Participants mutually decided otherwise in the Exchange of Notes.

PARAGRAPH 8

Suspension

1. A Participant may, for reasons of security, public order or public health, suspend temporarily, either in whole or in part, the implementation of this MoU.
2. The suspension will take effect 30 days after written notification through the diplomatic channel or on the date of the notice if the suspending Participant considers the immediate suspension essential.
3. The suspending Participant may terminate the suspension by written notification through the diplomatic channel.
4. The termination of suspension will take effect 30 days after the written notification referred to in Paragraph 8.3 or such earlier date as the Participants mutually decide in an Exchange of Notes through the diplomatic channel.

PARAGRAPH 9

Settlement of Disputes

1. Any dispute between the Participants arising from, or relating to, the interpretation, application or implementation of the provisions of this MoU will be settled amicably through mutual consultations and negotiations.

PARAGRAPH 10

Effect, Duration and Termination

1. This MoU will come into effect from the date of its signature. It will remain in effect for a period of five years and may be extended for further periods by written arrangement of the Participants through the diplomatic channel.
2. Notwithstanding Paragraph 10.1, this MoU may be terminated at any time by either Participant giving six months' written notice in advance through the diplomatic channel to the other Participant of its intention to terminate this MoU.
3. The termination of this MoU will not, in any way, affect the validity and completion of any activities to be undertaken pursuant to this MoU before the date of termination, and such activities will be carried out until due discharge by performance.

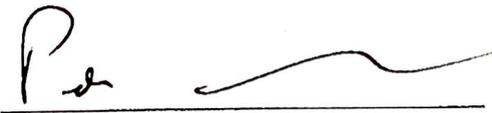
PARAGRAPH 11

Effects of MoU

1. This MoU does not constitute or create, is not intended to constitute or create, and will not be deemed to constitute or create any legally binding or enforceable rights or obligations under the national laws, rules and regulations of either Participant or under international law, express or implied.

The undersigned, being duly authorised thereto by their respective Governments, have signed this MoU in two originals, each in the Hindi and English languages, both texts being equally valid. In the event of any dispute, the English text will prevail.

SIGNED at Canberra and New Delhi on the 04th of June.....2020



**For the Australian Public
Service Commission
Government of Australia**

Name: Peter Woolcott AO

Designation:

Public Service Commission

Department: Australian Public
Service Commission

Government of Australia



**For the Department of
Administrative Reforms and Public
Grievances, Ministry of
Personnel, Public Grievances and
Pensions of the Republic of India**

Name: Kshtrapati Shivaji

Designation: Secretary

**Department of Administrative
Reforms and Public Grievances,
Ministry of Personnel, Public
Grievances and Pensions,
Republic of India**