

IBSA MoU

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENTS OF

THE REPUBLIC OF INDIA

AND

THE FEDERATIVE REPUBLIC OF BRAZIL

AND

THE REPUBLIC OF SOUTH AFRICA

ON

CO-OPERATION IN THE FIELD OF PUBLIC  
ADMINISTRATION AND GOVERNANCE

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## **PREAMBLE**

The Governments of Republic of India (hereinafter referred to as "India"), the Federative Republic of Brazil (hereinafter referred to as "Brazil") and the Republic of South Africa (hereinafter referred to as "South Africa"), hereinafter jointly referred to as the "Parties" and in the singular as a "Party";

**TAKING NOTE** of the "Brasilia Declaration" of 6 June 2003 after the meeting of the Foreign Ministers of India, Brazil and South Africa and the Joint Declaration issued on the occasion of the India-Brazil-South Africa (IBSA) Summit held in Brasilia on 13 September 2006 to establish an IBSA Working Group on Public Administration;

**RECOGNIZING** the emergence and consolidation of IBSA initiatives and collaboration at regional and global level for promoting good governance and wishing to strengthen South-South co-operation;

**ACKNOWLEDGING** that joint efforts and collaboration in the field of public administration and governance will assist in promoting social and economic development of the people of their respective countries through efficient, accessible, transparent and accountable public service;

**DESIRING** to strengthen South-South co-operation amongst the three countries and promote trilateral co-operation in the field of public administration and governance in seeking to achieve the Millennium Development Goals and sustainable development;

**HEREBY AGREE** as follows:

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## ARTICLE 1

### Competent Authorities

The competent authorities responsible for the implementation of this Memorandum of Understanding (hereinafter referred to as "this MoU"), are—

- (a) for the Government of the Republic of India, the Ministry of Personnel, Public Grievances and Pensions;
- (b) for the Government of the Federative Republic of Brazil, the Ministry of Planning, Budget and Management; and
- (c) for the Government of the Republic of South Africa, the Ministry for the Public Service and Administration.

## ARTICLE 2

### Areas of Co-operation

(1) The Parties shall, subject to applicable domestic law in force in their respective countries, co-operate in the field of public administration and governance in such specialised areas as the competent authorities agree upon in writing, including, but not limited to—

- (a) integrated monitoring and evaluation;
- (b) e-governance;
- (c) human resources development;
- (d) citizen oriented service delivery;
- (e) anti-corruption and ethics; and
- (f) accountability and transparency.

(2) In order to avoid duplication in the area of e-governance, the Working Group, established by Article 4(1), shall consult with the Trilateral Committee of Co-operation on the Information Society referred to in Article 5 of the Framework Agreement on the Information Society between the Governments of the Republic of South Africa, the Federative Republic of Brazil and the Republic of India signed in Brasilia on 13 September 2006.



### ARTICLE 3

#### Forms of Co-operation

The co-operation under this MoU shall be implemented by means of—

- (a) exchange of visits and sharing of information and experience through workshops, seminars, conferences and video conferences;
- (b) exchange of experts to deliver lectures, build capacity and undertake joint comparative research;
- (c) exchange of study tours;
- (d) exchange of materials, information and systems;
- (e) mentorships and exchange programmes to facilitate skills transfer;
- (f) secondments of public officials from institutions of one Party to institutions of the other Party;
- (g) human resource development and training of public officials of one Party by the other Party;
- (h) co-operation between training institutes of the Parties;
- (i) establishment of joint institutions, projects and other joint mechanisms, as the competent authorities may agree upon; and
- (j) such other ways within the purview of this MoU as the competent authorities may agree upon.

### ARTICLE 4

#### Working Group

(1) A Working Group on Public Administration (hereinafter referred to as the "Working Group"), responsible for the implementation of co-operation, is hereby established.

(2) The Working Group shall consist of an equal number of representatives of each country, nominated by their respective competent authorities. The competent authorities shall agree on the number of representatives.

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(3) The Working Group may also invite experts or other persons to attend their meetings for specific purposes, as the competent authorities may agree upon.

(4) The Working Group shall meet annually and the meeting shall be held by rotation in India, Brazil and South Africa.

(5) Secretarial assistance, organisational support and reporting for the Working Group shall be provided by the host Party.

1 AS (AR) (1)  
2 AS (10)

(6) The Party which presided over the last meeting of the Working Group shall be responsible for the preparation of the minutes for that meeting and the co-ordination and liaison, including preparation of the agreed agenda, for its next meeting. Each competent authority shall designate a nodal point for co-ordination and liaison for the work of the Working Group.<sup>2</sup>

(7) The Working Group shall regularly publish its reports on the trilateral website.

## ARTICLE 5

### Implementation of Co-operation

(1) The Working Group shall, in writing, agree on a programme of action setting out the areas of co-operation under this MoU and identify specific activities for each area of co-operation.

(2) The Working Group shall set up procedures of implementation and supervision of the programme of action.

(3) The Working Group may establish one or more task teams to implement, under its supervision and direction, any aspect of the programme of action.

- (4) The Working Group shall at each meeting review the progress of implementation of the programme of action and submit a report to the competent authorities.
- (5) The Working Group shall meet at least annually to review the areas of co-operation and submit a report to the competent authorities.

## ARTICLE 6

### Financial Arrangements

- (1) The expenditure for international and local travel, accommodation and other subsistence undertaken under this MoU shall be borne by the sending Party.
- (2) The host Party shall assist with the logistical arrangements for local travel and accommodation.
- (3) The expenditure in respect of the exchange of materials, including translation into the language of the receiving Party, under this MoU shall be borne by the sending Party.
- (4) The expenditure in respect of translation and interpretation costs shall be borne by the host Party, if necessary.
- (5) The expenditure in respect of the establishment of joint institutions, projects and other joint mechanisms shall be agreed upon by the competent authorities.



## ARTICLE 7

### Intellectual Property Rights and Confidentiality

- (1) Intellectual property rights regarding any co-operation under this MoU shall be enforced in accordance with the domestic law in force in the countries of, and international agreements binding on, the respective Parties.
- (2) When a Party discloses any information or object in any form under this MoU to the other Party, the disclosing Party shall, in writing, inform the receiving Party of any confidentiality or intellectual property right attached to the information or object.
- (3) The receiving Party shall observe such confidentiality subject to the domestic law in force in its country.

## ARTICLE 8

### Amendment

- (1) This MoU may be amended by mutual consent of the Parties through an Exchange of Notes between the Parties through the diplomatic channels.
- (2) An amendment of this MoU shall not affect any rights and obligations arising from this MoU before the effective date of the amendment unless the Parties agree otherwise in the Exchange of Notes.

## ARTICLE 9

### Suspension

- (1) A Party may for reasons of security, public order or public health suspend temporarily, either in whole or in part, the implementation of this MoU.

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(2) The suspension shall take effect 30 days after written notification through the diplomatic channel or on the date of the notice if the suspending Party considers the immediate suspension desirable.

(3) The suspending Party may terminate the suspension by written notification through the diplomatic channel.

(4) The termination of suspension shall take effect 30 days after the notification or such earlier date as the Parties agree in an Exchange of Notes through the diplomatic channel.

#### ARTICLE 10

##### Settlement of Disputes

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

#### ARTICLE 11

##### Entry into Force, Duration and Termination

(1) This MoU shall enter into force on the date of signature thereof.

(2) This MoU shall remain in force unless terminated by any Party giving six months' written notice in advance through the diplomatic channel to the other Parties of its intention to terminate this MoU.

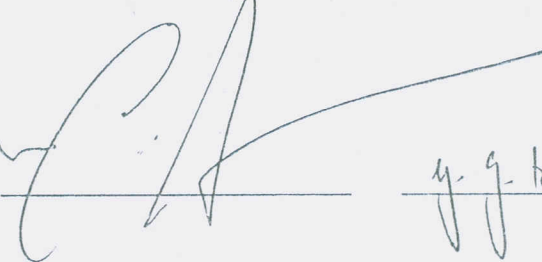
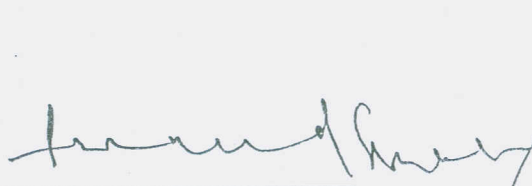
(3) The termination of this MoU shall not in any way affect the validity and completion of any activities undertaken in terms of this MoU before the



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date of termination, which shall be carried out until due discharge by performance.

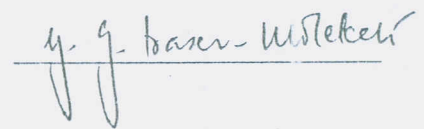
IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed and sealed this MoU in three originals each in the Hindi, Portuguese and English languages, all texts being equally authentic. If any conflict arises between the texts, the English text shall prevail.

DONE at ..... Pretoria ..... on this 17 day of ..... October ..... 2007.



FOR THE  
GOVERNMENT OF THE  
REPUBLIC OF INDIA

FOR THE  
GOVERNMENT OF  
THE FEDERATIVE  
REPUBLIC OF BRAZIL



FOR THE  
GOVERNMENT OF  
THE REPUBLIC OF  
SOUTH AFRICA