

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GOVERNMENT OF THE REPUBLIC OF**

**INDIA**

**AND**

**THE GOVERNMENT OF MALAYSIA**

**ON**

**CO-OPERATION IN THE FIELD OF PUBLIC**

**ADMINISTRATION AND GOVERNANCE**

This Memorandum of Understanding (MoU) is concluded between the Government of the Republic of India, as represented by the Ministry of Personnel, Public Grievances and Pensions and the Government of Malaysia, as represented by the Public Service Department, Prime Minister's Department, Block C1, Complex C, Federal Government Administrative Centre, 62510 Putrajaya, Malaysia, and hereinafter referred to singularly as "the Participant" and collectively as "the Participants".

**ACKNOWLEDGING** that joint effort and collaboration in the field of Public Administration and Governance will assist in promoting social and economic developments of the respective countries through efficient, accessible, transparent and accountable public service;

**DESIRING** to strengthen and promote bilateral co-operation between the two countries in the field of Public Administration and Governance

**HAVE REACHED THE FOLLOWING UNDERSTANDING:**

## **PARAGRAPH 1**

### **OBJECTIVE**

The Participants will, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in each country, agree to strengthen and promote bilateral co-operation between the two countries in the field of Public Administration and Governance on the basis of equality and mutual benefit.

## **PARAGRAPH 2**

### **AREAS OF CO-OPERATION**

Each Participant will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote technical co-operation in the field of Public Administration and Governance in the following areas:

- (a) Human Resources Management;
- (b) Improved systems of public service delivery;
- (c) E-governance;
- (d) Accountability and Transparency;

- (e) Capacity Building and Skills Upgrading;
- (f) Quality of Outcome;
- (g) Governance Reforms of both countries; and
- (h) Any other areas of co-operation in the field of Public Administration and Governance to be jointly decided by the Participants.

### PARAGRAPH 3

#### FORMS OF CO-OPERATION

1. The forms of co-operation in the field of Public Administration and Governance under this MoU may include but are not limited to the following:

- (a) Facilitating study visits and sharing of information and experience through workshops, seminars and conferences;
- (b) Exchange of information and expertise in the field of Public Administration and Governance in the civil service to deliver lectures, build capacity and undertake joint comparative research of common interest;
- (c) Co-operation between training institutes of the Participants in the training of public officers;

- (d) Establishment of joint projects and other joint mechanisms, as the Participants may approve; and
- (e) Exchange of materials/publication and information.

2. The Participants will coordinate the activities, as appropriate under this MoU. Nothing in this MoU will be construed to prejudice existing or future arrangement for co-operation between the Participants.

#### **PARAGRAPH 4** **DESIGNATED AUTHORITY**

The designated authority responsible for the implementation of this MoU on behalf of the Government of Malaysia will be the Malaysian Public Service Department and on behalf of the Government of the Republic of India will be the Ministry of Personnel, Public Grievances and Pensions.

#### **PARAGRAPH 5** **IMPLEMENTATION**

1. A Joint Working Group on Public Administration and Governance (hereinafter 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 Indian delegation will comprise members of Ministry of Personnel, Public Grievances & Pensions.

**(b) MALAYSIA**

The Malaysian delegation will comprise members of the Public Service Department, Prime Minister's Department.

3. The Working Group may also invite experts or other qualified persons in the field of Public Administration and Governance to attend their meetings for specific purposes, as jointly approved by the Participants.

4. The Working Group will meet annually and the meeting will be held in Malaysia and India on rotational basis.

5. The annual meeting will be jointly chaired by way of co-chairmanship but the host Participant will provide secretarial assistance.

6. Unless the Participants accept otherwise, the host Participant of the last meeting of the Working Group will 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 Participant will designate a nodal point for co-ordination and liaison for the work of the Working Group.

7. The Working Group will, in writing, approve on the Programme of Action (PoA), setting out the areas and forms of co-operation under this MoU and identify specific activities for each area and form of co-operation.

8. The Working Group will set up procedures of implementation and supervision of the PoA.

9. The Working Group may establish one or more Task Forces to implement, under its supervision and direction, any aspect of the PoA.

10. The Working Group will, at its annual meeting, review the areas of co-operation and the progress of implementation of the PoA.

11. The implementation of this MoU under this Paragraph will be held in accordance with the rules of procedures to be determined by the Working Group.

## **PARAGRAPH 6**

### **FINANCIAL ARRANGEMENTS**

1. The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this MoU will be decided by the respective Participants on a case-by-case basis subject to the availability of funds.

2. Notwithstanding anything in Paragraph 1 above, expenses for organising the meetings of the Working Groups will be borne by the Participant hosting the meetings. The Participant, which is sending its representatives for participation in the meetings of the Working Groups, if any, will bear their own travel and living expenses.

## **PARAGRAPH 7**

### **EFFECT OF MEMORANDUM OF UNDERSTANDING**

1. This MoU serves only as a record of the Participant's intentions and does not constitute or create, and is not intended

to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

2. This MoU is without prejudice to any existing public administration and governance agreement or arrangements concluded between the Participants.

3. This MoU will not affect any rights and obligations provided under any bilateral agreement concluded between the Participants.

### **PARAGRAPH 8**

### **OTHER RIGHTS AND INTERESTS**

Notwithstanding anything contained in the MoU, where the implementation of this MoU affects the Participant's rights and interests with respect to its national security, national and public interest or public order, protection of intellectual property rights, confidentiality and secrecy of documents, information and data, the Participants concerned may undertake appropriate steps or consultation to ensure that its rights and interests are protected and safeguarded.

## PARAGRAPH 9

### REVISION, MODIFICATION AND AMENDMENT

1. Either Participant may request in writing a revision, modification or amendment of all or any part of this MoU.
2. Any revision, modification or amendment approved by the Participants will be reduced into writing and shall form part of this MoU.
3. Such revision, modification or amendment will come into force on such date as may be determined by the Participants.
4. Any revision, modifications or amendment will not prejudice the benefits and commitments arising from or based on this MoU before or up to the date of such revision, modification or amendment.

## PARAGRAPH 10

### SETTLEMENT OF DISPUTES

Any difference or dispute between the Participants concerning the interpretation and/or application and/or implementation of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the

Participants through diplomatic channels, without reference to any third party or international tribunal.

## PARAGRAPH 11

### ENTRY INTO EFFECT, DURATION AND TERMINATION

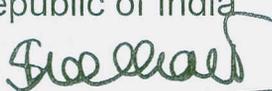
1. This MoU shall come into effect on the date of its signing and shall remain in force for a period of five (5) years.
2. Six months prior to the termination of this MoU, the Participants shall evaluate the results of the co-operation and renew the MoU for the next following period, if both Participants agree.
3. Notwithstanding anything in this Paragraph, either Participant may terminate this MoU by notifying the other Participant of its intention to terminate this MoU by a notice in writing through diplomatic channels, at least six (6) months prior to its intention to do so.
4. The termination of this MoU will not affect the implementation of on-going projects and/or programmes which have been agreed before the date of the termination of this MoU.

IN WITNESS WHERE OF, the undersigned being duly authorized thereto by their respective Governments, have signed this MoU.

Signed at Putrajaya, Malaysia on this 25th day of November in the year 2013, two (2) originals, each in Malay, Hindi and English languages, all texts being equally authentic. In the event of any divergence in interpretation between any of the texts, the English text shall prevail.

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For the Government of the  
Republic of India



**Mr. Sanjay Kothari** 25/11/2013  
Secretary  
Ministry of Personnel,  
Public Grievances and Pensions

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For the Government of  
Malaysia



**Tan Sri Mohamad Zabidi  
Zainal**  
Director-General of Public  
Service, Malaysia