MEMORANDUM OF UNDERSTANDING

BETWEEN

DEPARTMENT OF ADMINISTRATIVE REFORMS AND PUBLIC GRIEVANCES,
MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS,
GOVERNMENT OF THE REPUBLIC OF INDIA (GOI)

AND

CABINET OFFICE, (HER MAJESTY'S GOVERNMENT) OF THE UNITED KINGDOM (HMG)

ON

CO-OPERATION ON PUBLIC ADMINISTRATION AND GOVERNANCE REFORMS

The Department of Administrative Reforms and Public Grievances, the Ministry of Personnel, Public Grievances and Pensions, Government of the Republic of India and Cabinet Office, Her Majesty's Government of United Kingdom, (together "the Participants" and each "a Participant") have agreed to enter into this Memorandum of Understanding (MoU).

OBJECTIVE

1. The purpose of the MoU is to strengthen and promote bilateral cooperation between the two countries in public administration and governance.
2. This MoU will facilitate a dialogue between the Cabinet Office and central and state government agencies in India with comparable responsibilities.
3. The areas of co-operation under this MoU may include, but shall not be limited to:

   (a) Sharing good governance practices in public administration

   (b) User led service design

   (c) Reducing bureaucracy in service delivery

   (d) Government Process Re-engineering

   (e) Building and developing staff capability

   (f) Public Grievance Redress Mechanism

   (g) Local Government Reforms

   (h) Reforms towards strengthening of social security

   (i) Collaboration in strategies for promotion of ethics in Government

(j) Collaboration between Government and Industry on staff management

(k) Mechanisms for public engagement

(l) Crisis and Disaster Management

(m) Digital transformation of Government

FORMS OF COOPERATION

4. The forms of co-operation under this MoU may include but are not limited to:

A. Facilitating study visits and sharing of information and experience through workshops, seminars and conferences.

B. Facilitating short-term Foreign Training Programme for civil servants / Government officers on themes like public administration, user led design, digital transformation of services and another areas of mutual interest.

C. Scoping visits by officials of relevant UK departments to identify other potential areas of common interest.

D. Facilitating Partnership between Regional Training Institutes in India and equivalent bodies in the United Kingdom and developing staff capability in such bodies through mutual cooperation

E. Cooperation on digital service transformation, including setting up of joint projects

F. Webinar and Joint Symposia in the areas of co-operation (see clause 2)

G. Facilitating joint research projects and studies on governance system with the objective of enhancing the efficiency of public service delivery.

H. Collaboration on reducing the Government carbon footprint.

I. Exchange of materials/publication and information in the areas of co-operation;

J. Such other methods within the purview of this MoU as the Participants may agree upon.

5. By mutual consent, the co-operation could also be extended to seconding representatives of HMG or GOI to work with their counterparts.

6. The Participants will co-ordinate the activities, as appropriate under this MoU. Nothing in this MoU will affect any existing or future arrangement for co-operation between the Participants.

7. Activities in clause 4 and 5 can be amended or expanded by mutual consent based on mutual expression of interest and subject to capacity constraints of both Participants.

IMPLEMENTATION

8. 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.

9. The members of the Working Group will include –

   A. GoI will be represented by officials from the Department of Administrative Reforms and Public Grievances, the Ministry of Personnel, Public Grievances & Pensions and concerned line Ministry of GoI.

   B. HMG will be represented by officials from the British High Commission, New Delhi and the Cabinet Office.

10. 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.

11. The Working Group will convene regularly in the manner agreed by the Participants, including teleconference, video conference or face to face meeting. Meetings will be jointly chaired by way of co-chairmanship and responsibility for secretarial assistance will be shared between the Participants.

12. The Participants will agree responsibility for the preparation of Working Group meeting minutes and the co-ordination and liaison, including preparation of the agreed agenda, for its next meeting. Each Participant will designate a contact person for co-ordination and liaison for the work of the Working Group.

FINANCIAL ARRANGEMENT

13. Each Participant will be responsible for its expenditure in connection with the implementation of this MoU.

CONFIDENTIALITY AND INTELLECTUAL PROPERTY

14. The Participants will share relevant information amongst themselves in a timely and responsive manner.

15. Each Participant will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MOU, consistent with their respective laws, rules and regulations and international agreements to which both Participants are committed. Any publication, document and /or paper arising out of joint work conducted by the Participants pursuant to this MOU will be jointly owned. The use of the name, logo and / or official emblem of the participants on any publication, document and / or paper will require prior permission of both the Participants. It may however be ensured that the official emblem and logo is not misused.

16. When exchanging confidential information the Participants acknowledge the confidentiality and secrecy requirements of the applicable laws and other arrangements under which they operate. Each Participant will be permitted to specify the level of confidentiality attached to information provided to the other.

17. The Participants do not intend any provision contained in this MoU to create any legal obligations between the Participants (see clause 23). The sharing of confidential information under this MoU will, however, remain subject to any applicable legal obligations concerning the duty to protect such information.

18. Nothing in this MoU will mean that any Participant is at any time precluded from having similar arrangements with any other person or third party, subject always to the confidentiality provisions stated herein.

19. The Participants will, wherever necessary, enter into written understandings (either with or without third Parties) to facilitate the implementation of specific initiatives. Such understandings will be independent and exclusive of this understanding.

20. This MoU cannot be assigned to any third party, without the prior written consent of the Participants.

PUBLIC AFFAIRS

21. Each Participant will notify the others of significant planned public statements pertaining to this activity and aim to ensure that, where reasonably possible, all the Participants approve the content of such statements and that engagement with press is co-ordinated.

CONFLICT OF INTEREST

22. Any potential conflict of interest arising from the conduct of activity under by this MoU should be declared as soon as it is known by the Participants.

VARIATION TO THIS MoU

23. This MoU may be varied at any time by mutual agreement of the Participants recorded in writing.

TERM OF THE UNDERSTANDING

24. This MoU serves only as a record of the Participants' intentions and does not constitute or create, and is not intended to constitute or create rights or 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.

25. This MoU is without prejudice to any existing public administration, human resource management and governance agreement or arrangements concluded between the Participants.

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

27. This MoU will come into effect from the date of its signing by the Participants.

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

29. This MoU will be reviewed after 1 year or at a time decided upon by the Participants.

30. This MoU will continue in effect until terminated by either Participant by giving written notice to the other Participant.

Signed at NEW DELHI on 11th November, 2015 in two originals, each in English and Hindi languages, both texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.

Name : Mrs. Usha Sharma

Designation: Additional Secretary

Organization: Department of Administrative Reforms and Public Grievances, Ministry of Personnel, Public Grievances and Pensions, Government of India

Name : Dr Alexander Evans

Designation : British Deputy High Commissioner to India and Acting British High Commissioner, British High Commission, New Delhi

Organisation: Cabinet Office, Her Majesty's Government, UK