

**PARTNERSHIP AGREEMENT**

**BETWEEN**

**DEPARTMENT OF ADMINISTRATIVE REFORMS AND PUBLIC  
GRIEVANCES,**

**MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS**

**OF THE GOVERNMENT OF THE REPUBLIC OF INDIA**

**AND**

**THE MINISTRY FOR DEVOLUTION AND CIVIL SERVICE**

**OF THE GOVERNMENT OF FRENCH REPUBLIC**

**ON PUBLIC ADMINISTRATION AND ADMINISTRATIVE REFORMS**

The Government of the Republic of India, as represented by the Department of Administrative Reforms & Public Grievances in Ministry of Personnel, Public Grievances and Pensions and the Government of French Republic, as represented by the Ministry for Devolution and Civil Service, and hereinafter referred to singularly as "the Party" and collectively as "the Parties";

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

**HAVE REACHED THE FOLLOWING AGREEMENT:**

#### **ARTICLE 1**

##### **Areas of Cooperation**

The Parties shall, subject to applicable domestic laws, rules, regulations and national policies in force in their respective countries, take necessary steps to encourage and promote co-operation in the field of Civil Services, Human Resource Management, Public Administration and Administrative Reforms for mutual benefit at the official and institutional level, in such areas as the Parties agree upon in writing, including, but not limited to *Sharing good governance practices in Public Administration and Citizen Centric Administration*.

#### **ARTICLE 2**

##### **Forms of Cooperation**

The forms of cooperation under this Partnership agreement include but are not limited to (i) Facilitating study visits and sharing of information and experience including joint studies of Governance System with the objective of enhancing the efficiency of public service delivery (ii) Facilitating short-term Foreign Training Programme (i.e. 5-7 days) for civil servants / Government officers (iii) Webinar and Joint Symposia in the area of

cooperation (iv) Such other methods within the purview of this Partnership agreement as the Parties may agree upon.

### **ARTICLE 3**

#### **Implementation**

A Joint Working Group (JWG) on Public Administration and Governance responsible for the implementation of co-operation is established.

### **ARTICLE 4**

#### **Financial Arrangements**

The expenditure for international and local travel, accommodation and expenditure on subsistence in connection with the implementation of this Partnership agreement shall be borne by the sending Party within the limitations of its operating budget. The host Party shall assist with the logistical arrangements for local travel and accommodation within the limitations of its operating budget.

### **ARTICLE 5**

#### **Effects**

This Partnership agreement is without prejudice to any existing public administration, human resource management and governance agreement or arrangements concluded between the Parties. This Partnership agreement will not affect any rights and obligations provided under any bilateral agreement concluded between the parties.

### **ARTICLE 6**

#### **Other Rights and Interests**

Notwithstanding anything contained in the Partnership agreement, where the implementation of this Partnership agreement affects the Party'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 Party concerned may undertake appropriate steps or consultation to ensure that its rights and interests are protected and safeguarded.

## **ARTICLE 7**

### **Confidentiality and intellectual Property**

The Parties shall share relevant information amongst themselves in a timely and responsive manner. Each party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to Partnership agreement, consistent with their respective laws, rules and regulations and international agreements to which both parties are committed. Any publication, document and/or paper arising out of joint work conducted by the parties pursuant to this Partnership agreement will be jointly owned. The use of the name, logo and/or official emblem of the parties on any publication document and/or paper will require prior permission of both parties. It may however be ensured that the official emblem and logo is not misused. When exchanging confidential information, the parties acknowledge the confidentiality and secrecy requirements of the applicable law and other arrangements under which they operate. Each party will be permitted to specify the level of confidentiality attached to information provided to the other. The sharing of confidential information under this Partnership agreement remain subject to any applicable legal obligations concerning the duty to protect such information. Nothing in this Partnership agreement will mean that any party is at any time precluded from having similar arrangements with any other person or third party, subject always to the confidentiality provisions stated herein. The parties 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. This Partnership agreement cannot be assigned to any third party, without the prior written consent of the parties.

## **ARTICLE 8**

### **Revision, Modification and Amendment**

Either Party may request in writing a revision, modification or amendment of all or any part of this Partnership agreement. Any revision, modification or amendments approved by the parties will be reduced into writing and shall form part of this Partnership agreement. Such revision, modification or amendment will come into force on such date as may be determined by the Parties. Any revision, modification or amendment will not prejudice the benefits and commitments arising from or based on this Partnership agreement before or up to the date of such revision, modification or amendment.

## **ARTICLE 9**

### **Settlement of Disputes**

Any dispute between the parties concerning the interpretation and/or application and/or implementation of any of the provisions of this Partnership agreement 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.

## **ARTICLE 10**

### **Entry into Effect, Duration and Termination**

This Partnership agreement shall enter into force on the date of its signing and remain into force for a period of three (3) years.

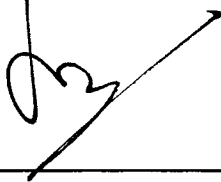
This Partnership agreement may be renewed by mutual consent of the Parties for another three (3) years, unless either side gives at least six (6) months prior written notice of its intention to terminate the agreement.

This Partnership agreement will continue in effect until terminated by either party by giving six (6) months written notice to the other party. Unless

otherwise mutually agreed, any termination shall not affect on going-programmes agreed upon.

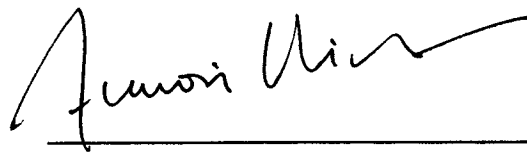
Signed at New Delhi on 25 January, 2016 in two (2) originals each in French, English and Hindi Languages, all texts being equally authentic.

For the Government of the  
Republic of India



Name: **Mr. Devendra Chaudhry**  
Designation : **Secretary**  
**Department of Administrative**  
**Reforms & Public Grievances**

For the Government of French  
Republic



Name: **Mr. Francois Richier**  
Designation: **Ambassador of**  
**France to India**