

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

THE GOVERNMENT OF THE REPUBLIC OF INDIA

AND

PUBLIC SERVICE COMMISSION, OFFICE OF THE PRESIDENT

THE REPUBLIC OF THE GAMBIA

ON

REFURBISHING PERSONNEL ADMINISTRATION AND GOVERNANCE REFORMS

PREAMBLE:

The Department of Administrative Reforms and Public Grievances, Government of the Republic of India and the Public Service Commission, Office of the President the Republic of The Gambia (hereinafter collectively referred to as "the Parties" and individually as "a Party"),

Wish to promote bilateral co-operation in refurbishing Personnel Administration and Governance Reforms between the Public Services of both countries.

Have agreed as follows:

ARTICLE 1

Objective

This Memorandum of Understanding (hereinafter the "MoU") aims to strengthen the partnership between the Parties through various forms of co-operation between both countries' Public Service officers.

ARTICLE 2

Areas of Co-operation

The Parties and relevant Government agencies from both countries shall, subject to applicable domestic law in force in their respective countries, endeavour to undertake co-operation in such areas as the Parties agree upon in writing, which may include, but are not limited to:

- (a) Improving Performance Management System in Government
- (b) Implementation of contributory Pension Scheme
- (c) E-recruitment in Government

ARTICLE 3

Forms of Co-operation

1. The forms of co-operation under this MoU shall include, but are not limited to, the following:
 - a) Study visits for the Parties' Public Services officers to exchange information and experience in areas of common interest;
 - b) Exchange of information by the Parties' experts in the field of Public Administration and Governance Reforms;

- c) Co-operation between training institutes of the Parties in the training of Public Service officers;
 - d) Establishment of joint projects, joint comparative research, and other joint mechanisms, as the Parties may agree upon; and
 - e) Such other methods within the purview of this MoU as the Parties may agree upon.
2. The details and arrangements for the collaborative activities will be jointly determined by the countries' relevant Government agencies.
 3. The Parties will review the areas of common interest and the progress of various forms of co-operation periodically.

ARTICLE 4 **IMPLEMENTATION**

1. A Joint Working Group on Public Administration and Governance Reforms (hereafter 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 the Republic of India will be represented by officials from the Department of Administrative Reforms and Public Grievances, the Ministry of Personnel, Public Grievances & Pensions and the Ministry of External Affairs/ Embassy of India, Dakar.
 - (b) **THE GAMBIA** – The Government of the Republic of The Gambia will be represented by the officials of Public Service Commission, Personnel Management Office, Ministry of Foreign Affairs, and Office of the President.
4. 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.
5. 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 secretariat assistance will be shared between the Participants.

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

ARTICLE 5

Financial Arrangements

1. The precise funding arrangements for collaborative activities will be jointly determined by the relevant Government agencies from India and The Gambia 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 shall be borne by each Party.
 - b. The host Party shall 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 shall be borne by the requesting Party.

ARTICLE 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 shall be protected and enforced in accordance with the respective domestic law and international obligations of the Parties.
2. When a Party discloses any information, document or material in any form under this MoU to the other Party, the disclosing Party shall, in writing, inform the receiving Party of any confidentiality or secrecy attached to the information, document or material.

3. The receiving Party shall observe such confidentiality or secrecy subject to its domestic law.
4. This article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

ARTICLE 7

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 and such amendment shall take effect on such date as may be determined by the Parties.
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 8

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.
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 essential.
3. The suspending Party may terminate the suspension by written notification through the diplomatic channels.
4. The termination of suspension shall take effect 30 days after the written notification referred to in paragraph 3 or such earlier date as the Parties agree in an Exchange of Notes through the diplomatic channels.

ARTICLE 9

Settlement of Disputes

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

ARTICLE 10

Entry into Force, Duration and Termination

1. This MoU shall enter into force from the date of its signing. It shall remain in force for a period of three years and may be extended for further periods by written agreement of the Parties through the diplomatic channels.
2. Notwithstanding Paragraph 1, this MoU may be terminated at any time by either Party giving three months written notice in advance through the diplomatic channels to the other Party 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 to be undertaken pursuant to this MoU before the date of termination, and such activities shall be carried out until due discharge by performance.


ARTICLE 11

Effects of MoU

This MoU does not constitute or create, or 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 Party or under international law, express or implied.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed and sealed this MoU in two originals, each in the Hindi and English languages, all texts being equally authentic. In the event of any dispute, the English text shall prevail.

DONE at New Delhi on the⁸.....July, 2021.



For the Ministry of Personnel, Public Grievances and Pensions of the Republic of India

Name: Sanjay Singh
Designation: Secretary
Department of Administrative Reforms and Public Grievances,
Ministry of Personnel, Public Grievances and Pensions, Government of the Republic of India



For the, Public Service Commission of the Government of The Gambia

Name: Mr. Lamin E. Singhateh
Designation: Charge d'Affairs
High Commission of the Republic of Gambia, New Delhi
On behalf of the Public Service Commission of the Gambia
Government of the Republic of The Gambia