

**Memorandum of Understanding between the Government of  
Australia and the Government of the Republic of India for  
cooperation in the disability sector**

**INTRODUCTION**

The Government of Australia represented by the High Commission of Australia in New Delhi and the Government of the Republic of India represented by the Department of Empowerment of Persons with Disabilities (hereinafter referred to as “the Participants”);

**CONSIDERING** the positive developments in the relationship between India and Australia, enhanced by high level visits, which confirm a mutual interest in the promotion of strong ties in the disability sector;

**RECOGNISING** the potential for exchanges in disability sector between the two countries and the need to tap the capability and opportunities in a focused and comprehensive manner; and

**HAVING** a mutual interest in the growth of cooperation and partnership,

**HAVE REACHED** the following understandings:

**1. OBJECTIVES FOR COOPERATION**

- (i) The objectives of this Memorandum of Understanding (hereinafter, referred to as “MoU”) is to establish comprehensive cooperation between the Participants in the disability sector.
- (ii) The MoU is not intended to create legally binding rights or obligations on the part of the Participants.

**2. AREAS OF COOPERATION**

The main areas of cooperation between the Participants may include the following:

- a) Disability policy and delivery of services.
- b) The early identification of, and intervention to prevent and mitigate various disabilities including mental illness.
- c) Community outreach, education and training.
- d) Mutual learning on how to promote investment in the disability sector.
- e) Building the capacity for persons with disabilities to effectively engage in policy dialogues program design and implementation.

- f) Any other area in disability sector as may be mutually agreed upon by the two participants.

### **3. FORMS OF COOPERATION**

- (i) Cooperation between the Participants is subject to availability of personnel and resources and may include as appropriate the following forms:
  - a) Exchange of public information in the field of disability research as appropriate.
  - b) Exchange of experts, academicians and other administrative staff as appropriate.
  - c) Exchange of experts for training and development between appropriate institutional entities as appropriate.
  - d) Participations in meetings, conferences and policy dialogues.
- (ii) The Participants do not intend to limit implementation of activities under this MoU to their own organisations. In addition to the Participants, other individuals and institutions may contribute to the collaborative efforts intended to be pursued hereunder with the consent of both Participants.
- (iii) In case any activity under the MoU gives rise to intellectual property rights, the Participants will prior to carrying out such activities enter into separate arrangements that will specifically provide for the ownership and management of such rights.

### **4. FUNDING**

- i) The financial arrangement to cover expenses for the activities to be undertaken within the framework of this MoU will be mutually decided by the Participants on a case-to-case basis subject to availability of funds and resources.
- ii) The Participants embarking on international travel for joint activities will be responsible for meeting the costs towards international travel/accommodation, except where otherwise mutually determined, whereas the cost towards holding meeting is to be borne by the host Participant.
- iii) Nothing in the MoU authorises or is intended to obligate Participants to expand, exchange, or reimburse funds, services or supplies or transfer or receive anything of value, or to enter into any contract, assistance agreement or other financial obligation.

### **5. IMPLEMENTATION**

The organisations responsible for the execution of this MoU on behalf of the Government of the Republic of India will be the Department of Empowerment of Persons with Disabilities, and on the behalf of the Government of Australia will be the High Commission of Australia in New Delhi.

## **6. CONFIDENTIALITY OF INFORMATION**

The Participants will protect information that is supplied to each other in the course of conduct of cooperative activities under this MoU. A Participant will not release information supplied by the other Participant without prior authorising in writing from the other Participant.

## **7. REVISION, AMENDMENT AND MODIFICATION**

Either Participant may request in writing a revision, modification or amendment of all or any part of this MoU. Any revision, modification or amendment accepted by both Participants will be in writing and will form part of this MoU. Such revision, modification or amendment will come into effect on such date as may be determined by the Participants.

## **8. SETTLEMENT OF DISPUTES**

Any differences or disputes between the Participants concerning the interpretation or implementation or application of any of the provisions of the MoU will be settled amicably through consultation or negotiation between the Participants.

## **9. SHARING OF RESEARCH FINDINGS**

The result of research and technological development as well as their benefits, derived from cooperation under this MoU will be shared between the Participants and where relevant, other entities participating in such cooperation, in a fair and equitable way in accordance with arrangements to be mutually decided by the Participants.

## **10. EFFECTIVE DATE, VALIDITY AND TERMINATION**

This MoU will come into effect on the date of its signature by both Participants and will remain effective for a period of five (5) years unless terminated by either of the Participants giving notice to terminate the MoU at least six (6) months prior to the desired date of termination.

The period of cooperation under this MoU will be automatically extended for another five (5) years unless either of the Participants notifies to the other, in writing, of its intention to terminate this MoU, at least six (6) months before the desired date of termination.

The termination of the MoU will not affect the implementation of ongoing activities and program which have been decided by the Participants prior to the date of the termination of this MoU.

**SIGNED** at Sydney on this 22<sup>nd</sup> day of November in the year 2018 in two (2) original texts, each in the Hindi and English languages, all texts being equally valid. In the case of any dispute in interpretation between the texts, the English text will prevail.

FOR AND ON BEHALF OF  
THE GOVERNMENT OF  
AUSTRALIA

FOR AND ON BEHALF OF THE  
GOVERNMENT OF THE REPUBLIC  
OF INDIA



.....  
Signature

Name: Ms Harinder Sidhu  
Australian High  
Commissioner to India,  
Government of Australia.



.....  
Signature

Name: Dr. A. M. Gondane  
Indian High Commissioner to  
Australia,  
Government of Republic of India