

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

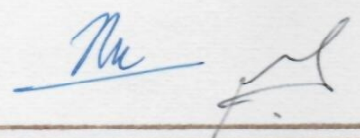
**THE MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES & PENSIONS  
OF THE GOVERNMENT OF THE REPUBLIC OF INDIA**

**AND**

**THE MINISTRY OF THE PRESIDENCY AND OF ADMINISTRATIVE  
MODERNISATION OF THE PORTUGUESE REPUBLIC**

**ON**

**CO-OPERATION IN THE FIELD OF PUBLIC ADMINISTRATION AND  
GOVERNANCE REFORMS**



The Ministry of Personnel, Public Grievances and Pensions of the Government of the Republic of India and the Ministry of The Presidency and of Administrative Modernisation of the Portuguese Republic, hereinafter referred to singularly as "the Signatory" and collectively as "the Signatories".

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

**HAVE REACHED THE FOLLOWING UNDERSTANDING:**

**CLAUSE 1**

**OBJECTIVE**

The objective of the Memorandum of Understanding (MoU) is to strengthen and promote bilateral cooperation between the two countries in Public Administration and Governance Reforms.

**CLAUSE 2**

**AREAS OF COOPERATION**

The Signatories shall, subject to applicable domestic laws, rules, regulations and national policies in force in their respective countries, endeavour to take necessary steps to encourage and promote co-operation for mutual benefit at the official and institutional level, in such areas as the Signatories agree upon in writing, including, but not limited to:

- (a) Digital transformation of Government
- (b) Administrative simplification and process re-engineering
- (c) Public Service Delivery

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- (d) Building and developing staff capability
- (e) Sharing good governance practices in public administration
- (f) Public Grievance Redress Mechanism

### **CLAUSE 3**

#### **FORMS OF COOPERATION**

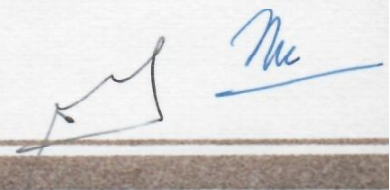
The forms of co-operation under this MoU may include but are not limited to:

- (a) organization of a senior consultative body and working sessions for ongoing discussions regarding cooperation and collaboration;
- (b) exchange of knowledge and experiences and the holding of consultations in the above mentioned areas, in situ and online;
- (c) exchange of invitations to events related to Public Administration and Governance Reforms and the dispatch of experts in this sector;
- (d) exchange of publications, reports and various public materials related to Public Administration and Governance Reforms, which are published by the Sides; and
- (e) facilitating study visits and sharing of information and experience through workshops, seminars and conferences.
- (f) any other forms of cooperation and collaboration that are of mutual interest in the area of Public Administration and Governance Reforms and are jointly decided upon by the Signatories.

### **CLAUSE 4**

#### **IMPLEMENTATION**

This Memorandum of Understanding will be carried out within the framework of the respective laws and regulations of the Signatories.



## **CLAUSE 5**

### **FINANCIAL ARRANGEMENTS**

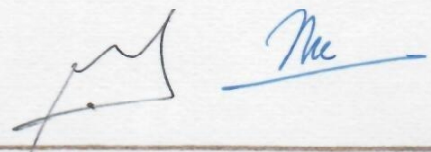
In what concerns to financial commitment, the bilateral cooperation under reference shall abide to the following principles:

- (a) Each Signatory shall bear the costs associated with the activities set out in the roadmap, which directly benefit, notwithstanding that it may be agreed as a form of differentiated collaboration for each concrete action;
- (b) The expenditure for international and local travel, accommodation and expenditure on subsistence in connection with the implementation of this MoU shall be borne by the sending Signatory. The hosting Signatory shall assist with the logistical arrangements for local travel and accommodation.

## **CLAUSE 6**

### **OTHER RIGHTS AND INTERESTS**

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



## CLAUSE 7

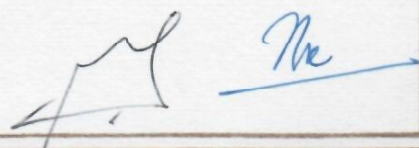
### CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- (a) The Signatories shall share relevant information amongst themselves in a timely and responsive manner.
- (b) Each Signatory 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 parties are committed. Any publication, document and /or paper arising out of joint work conducted by the parties pursuant to this MOU will be jointly owned.
- (c) The use of the name, logo and / or official emblem of the Signatories on any publication, document and / or paper will require prior permission of both the Parties. It may however be ensured that the official emblem and logo is not misused.
- (d) When exchanging confidential information the Signatories acknowledge the confidentiality and secrecy requirements of the applicable laws and other arrangements under which they operate. Each Signatory will be permitted to specify the level of confidentiality attached to information provided to the other.
- (e) The Signatories do not intend any provision contained in this MoU to create any legal obligations between the Signatories.

## CLAUSE 8

### REVISION, MODIFICATION AND AMENDMENT

The present Memorandum may be changed at any time by mutual written consent of the Signatories.



## CLAUSE 9

### SETTLEMENT OF DISPUTES

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

## CLAUSE 10

### ESTABLISHMENT OF POINTS OF CONTACT

For the purpose of cooperation under this MoU, the points of contact are:

**For The Department of Administrative Reforms & Public Grievances,  
Ministry of Personnel, Public Grievances & Pensions of the  
Government of the Republic Of India**

Joint Secretary (International Exchange and Cooperation)

Telephone: +91-11-23360208

Address: 5<sup>th</sup> Floor, Sardar Patel Bhawan, Parliament Street, New Delhi - 110001

Fax: +91-11-23360352

**For the Ministry of the Presidency and of Administrative  
Modernisation of the Portuguese Republic**

Administrative Modernisation Agency of the Portuguese Republic

Telephone: +351 21 723 12 00

Address: Rua Abranches Ferrão, nº10, 3º 1600 - 001 Lisboa

Fax: +351 21 723 12 55



## CLAUSE 11

### ENTRY INTO EFFECT, DURATION AND CESSATION

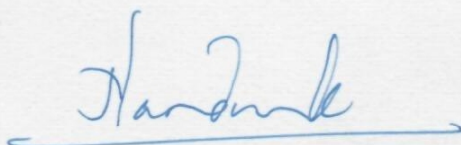
This MoU will come into effect on the date of signature and remain in effect for a period of two (2) years.

It will be automatically extended for successive periods of two years unless either Signatory informs the other Signatory, in writing, three (3) months prior to the expiration date of its desire not to extend the MoU.

Should either Signatory desire to cease the effects of this MoU before its expiration, that Signatory will so notify the other Signatory in writing.

Signed (in two originals) at Lisbon on the 24<sup>th</sup> day of June 2017 in Hindi, Portuguese and English languages.

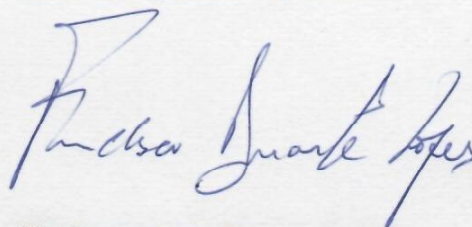
**For the Ministry of Personnel,  
Public Grievances & Pensions  
of the Government of the  
Republic of India**



**Smt. K. Nandini Singla**

**Ambassador of Republic of  
India in Portugal**

**For the Ministry of the  
Presidency and of  
Administrative Modernisation of  
the Portuguese Republic**



**Mr. Francisco Duarte Lopes**

**Director-General of External  
Policy of the Ministry of Foreign  
Affairs**