#### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

## THE MINISTRY OF SKILL DEVELOPMENT AND ENTREPRENEURSHIP OF THE REPUBLIC OF INDIA

AND

## THE MINISTRY OF EDUCATION OF THE REPUBLIC OF SINGAPORE ON

#### **EDUCATIONAL COOPERATION AND SKILLS DEVELOPMENT**

The Ministry of Skill Development and Entrepreneurship of the Republic of India and the Ministry of Education of the Republic of Singapore (hereinafter referred to singularly as "the Party" and collectively as "the Parties"),

**Recalling** the Joint Declaration by the Prime Minister of the Republic of India and then-Prime Minister of the Republic of Singapore on the India-Singapore Strategic Partnership signed on 24 November 2015;

**Recognising** the long standing and friendly ties between the two countries and wishing to expand cooperation in the fields of education and skills development;

**Affirming** the importance of international cooperation for the economic and social development of the Republic of India and the Republic of Singapore:

**Recognising** their common commitments and shared interests in promoting and expanding bilateral relations in the fields of education and skills development;

**Desiring** to strengthen the friendly relations that exist between the Republic of India and the Republic of Singapore,

Have reached the following mutual understanding:

### ARTICLE 1 OBJECTIVE

This Memorandum of Understanding (hereinafter referred to as the "MOU") sets out the nature and scope of cooperation between the Ministry of Skill Development and Entrepreneurship (MSDE), India and the Ministry of Education (MOE), Singapore, to strengthen, promote and develop cooperation in the fields of education and skills development, without creating binding or legal obligations on either Party.

### ARTICLE 2 AREAS OF COOPERATION

The Parties will endeavour to take the necessary steps to encourage and facilitate cooperation in the following areas, subject to mutual interest and agreement:

- (a) Enhance collaborations on capability development in Technical and Vocational Education and Training (TVET) and skills development, including ways to strengthen industry relevance of training programmes, through train-the-trainer programmes, knowledge sharing, curriculum development and other areas of mutual interests agreed upon by Indian and Singaporean educational institutions;
- (b) Promote collaboration between Higher Education institutions in both countries, in the field of technical education;
- (c) Promote the exchange of information and best practices with regard to reskilling and upskilling the workforce;
- (d) Promote the exchange of teaching staff, educational administrators and students, between interested educational institutions;
- (e) Promote and facilitate the provision of student internships and faculty industrial attachments between interested educational institutions and entities;
- (f) Promote cooperation on teacher training; and
- (g) Other forms of education and skills cooperation as may be mutually decided by the Parties.

## ARTICLE 3 JOINT WORKING GROUP

- 1. For the purpose of the implementation of this MOU, the Parties will establish a Joint Working Group (hereinafter referred to as the "JWG").
- 2. The JWG will be the platform for dialogue and exchange of information to facilitate cooperation, foster partnerships, develop collaborative projects and review progress in the fields of education and skills development.
- 3. The JWG will be co-chaired by a senior official of the Ministry of Skill Development and Entrepreneurship of India and by a senior official of the Ministry of Education of Singapore. Both Parties will determine the composition of the JWG for their sides.
- 4. The JWG will meet virtually or in-person on a rotating basis in either India or Singapore, at least once a year, or at such other frequency as the Parties may otherwise decide.
- 5. The JWG will meet on a date convenient to the Parties and mutually decided upon by the Parties.
- 6. The procedure at meetings of the JWG will be jointly decided upon by the Parties.
- 7. The Parties may jointly decide on the appropriate steps to implement the decisions and conclusions of the JWG.

## ARTICLE 4 IMPLEMENTATION

- 1. This MOU will be implemented by the Parties in accordance with the laws, rules, regulations and national policies from time to time in force in their respective countries and in accordance with their respective international obligations.
- 2. The manner of implementation of this MOU will be mutually decided by the designated authorities of the respective Parties.

#### ARTICLE 5 FINANCIAL ARRANGEMENTS

- 1. The financial arrangements to cover expenses for the cooperative activities carried out within the framework of this MOU will be jointly decided upon by the Parties, on a case-by-case basis, and subject to the availability of funds and resources in accordance with the respective national laws, rules, regulations and policy.
- 2. Notwithstanding anything in Article 5(1), expenses for organising any meetings of the JWG will be borne by the Party hosting that meeting. The Party which sends representatives to participate in a meeting of the JWG will bear its own travel and living expenses.

#### **ARTICLE 6**

#### PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 1. The protection of intellectual property rights will be enforced by each Party in conformity with its national laws, rules and regulations, and with other international agreements to which it is a state Party.
- 2. Save for publications, documents, papers or other materials that are created in the course of or for the purposes of any cooperative activities carried out within the framework of this MOU, the name, logo or official emblem of a Party will not be used by the other Party in any other publication, document or material without the prior written consent of the first-mentioned Party.
- 3. Notwithstanding anything in Article 6(1), any intellectual property rights created
  - (a) Jointly by the Parties or through research results obtained through the joint effort of the Parties, will be jointly owned by the Parties in accordance with the terms to be mutually decided upon; and
  - (b) Solely and separately by either Party or the research results obtained through the sole and separate effort of either Party, will be solely owned by the Party concerned.

### ARTICLE 7 CONFIDENTIALITY

- 1. Either Party will not publish or transfer to a third party any documents, information or other data received, supplied or created within the framework of this MOU or any other agreements made pursuant to this MOU, without the prior written consent of the other Party.
- 2. Both Parties agree that the provisions of this Article will survive the expiry or termination of this MOU.

## ARTICLE 8 EFFECTS OF MEMORANDUM OF UNDERSTANDING

This MOU serves only as a record of the Parties' intentions to mutually cooperate in the fields of education and skills development. It does not constitute or create, is not intended to constitute or create, and will not be deemed to constitute or create any legally binding or enforceable obligations under the national laws, rules and regulations of either Party or under international law, express or implied.

## ARTICLE 9 AMENDMENT

- 1. Either Party may make a request in writing for amendment of all or any part of this MOU through diplomatic channels and such amendment will form an integral part of this MOU.
- 2. Such amendment will come into effect on such date as may be decided by the Parties.
- 3. Any amendment of this MOU will not prejudice the rights and obligations arising from or based on this MOU before or up to the date of such amendment.

## ARTICLE 10 SETTLEMENT OF DISPUTES

Any dispute between the Parties arising out of the interpretation or implementation of this MOU will be settled amicably through consultation or negotiation between the Parties, through diplomatic channels, without any reference to any third party or international tribunal.

# ARTICLE 11 ENTRY INTO EFFECT, DURATION AND TERMINATION

- 1. This MOU will enter into force on the date of its last signature thereof by the Parties.
- 2. This MOU will remain in effect for an initial period of five (5) years. Thereafter, it will be automatically extended for a further period of five (5) years.
- 3. This MOU may be terminated by either Party by giving six (6) months' written notice in advance to the other Party of its intention to terminate, through diplomatic channels.
- 4. Unless otherwise agreed by the Parties in writing, any termination of this MOU will not affect the validity, duration or implementation of activities, on-going projects or programmes which have been decided pursuant to this MOU before and up to the date of the termination of this MOU.

**IN WITNESS WHEREOF**, the undersigned, duly authorised by their respective Governments, have signed this Memorandum of Understanding.

Signed in two (2) originals, in the English language, all texts being equally valid.

FOR THE GOVERNMENT OF THE REPUBLIC OF INDIA

MJ

**Shri Jayant Chaudhary** 

Minister of State (Independent Charge) for Skill Development & Entrepreneurship

FOR THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

Mr. Chan Chun Sing

Minister for Education

Date: 29/9/29

Date: 2 5873024