

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF AFGHANISTAN

AND

THE GOVERNMENT OF THE REPUBLIC OF INDIA

AND

THE UNITED NATIONS DEVELOPMENT PROGRAMME

ON

**CO-OPERATION IN THE FIELD OF CAPACITY DEVELOPMENT IN
PUBLIC ADMINISTRATION**

PREAMBLE

The Government of the Islamic Republic of Afghanistan through its Independent Administrative Reform and Civil Service Commission, the Government of the Republic of India through its Ministry of External Affairs, and the United Nations Development Programme through its country office in Kabul (hereinafter referred to in the singular as a “Party” and jointly as the “Parties”);

DESIROUS of facilitating capacity development within the public administration in Afghanistan, through collaborative activities under the overall framework outlined in the UNDP South-South Cooperation project and the Capacity for Afghan Public Service project focusing on public sector capacity development have agreed as follows:

ARTICLE 1

1. The competent authorities responsible for the implementation of this Memorandum of Understanding (hereinafter referred to as “this MoU”), shall be ---

- (a) In the case of the Government of the Islamic Republic of Afghanistan, the Independent Administrative Reform and Civil Service Commission (hereinafter referred to as “GOA”).
- (b) In the case of the Government of the Republic of India, the Ministry of External. Affairs, through the Embassy of India in Kabul (hereinafter referred to as “GOI”); and
- (C) In the case of the United Nations Development Programme, its country office in Kabul (hereinafter referred to as “UNDP”).

ARTICLE 2

1. The Parties shall co-operate in the field of capacity development, in public administration in accordance with the applicable domestic law in force in the respective countries in which the activities are undertaken.

ARTICLE 3

1. The co-operation under this MoU shall be towards the GOI and the UNDP supporting the capacity development of the Afghan public service. For this purpose the GOI would provide officers from the civil services in India to undertake coaching and advisory support in selected Ministries and other agencies of the

Government of Afghanistan. More specifically, the objectives of the MoU would be implemented through the following measures:

- (a) The GOI will provide up to 30 coaches to support the Capacity for Afghan Public Service and South - South Cooperation Project being implemented by the GOA to facilitate on the job capacity development in the Afghan civil service;
- (b) The coaches to be so provided being engaged under a contract between the GOA and the coach as per a model contract placed at Annexure I.
- (c) The GOI will contribute an amount of US \$ 3000 per month for each of the coaches which will be inclusive of a fee equal to five percent (5%) towards UNDP's General Management Support (GMS). UNDP will pay the remaining dues in respect of coaches from its resources and resources mobilized from other sources. GoA will make the payments to the coaches through UNDP.
- (d) The GOI will contribute funds to the UNDP as per the schedule of payments in Annexure II for which, a third-party cost-sharing agreement will be signed between GOI and UNDP. UNDP would use the GOI contribution to defray part of the monthly remuneration to the coaches engaged under the terms of this MoU.
- (e) The UNDP will pay the costs of travel and other allowances as per the terms of their respective contracts to the coaches engaged under this MoU.
- (f) The GOI will arrange to obtain a list of officers from the civil services in India who are willing to work as coaches with different Ministries and other agencies of the GOA and will provide details of the background and experience of such officials to the GOA.
- (g) A Capacity Development Secretariat within the IARCSC with support from UNDP and the agreement of the concerned Government Institution will arrange to make a selection from out of the names forwarded to them and after carrying out the necessary selection, through a process of reviewing the curriculum vitae and carrying out interviews where considered necessary, will inform the GOI of the selection so made.
- (h) The GOI will arrange for the selected official to be suitably released from his/her current assignment to join his/her assignment with the IARCSC as early as practically feasible and in any case within a period of 30 days from

the date of his/her selection being informed to the GOI and to be able to complete the term of their appointments.

2. The specific responsibilities of the three parties will be as spelt out in Annexure III.

ARTICLE 4

- (1) For the effective implementation of this MoU, each Party shall designate a person to act as co-ordinator, who shall be responsible for the arrangement and implementation of co-operation under this MoU.
- (2) The designated coordinators shall, in writing, agree on a detailed work plan for the implementation of this MoU, which would comprise a pilot phase and a main phase.
- (3) The progress on activities carried out under this MoU shall be monitored through meetings of the designated coordinators every three months at an agreed venue.

ARTICLE 5

- (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. The suspension shall take effect 30 days after written notification of the suspension to the other Party.
- (2) The suspending Party may terminate the suspension by way of written notice to the other Party. The termination of suspension shall take effect 30 days after the notification.

ARTICLE 6

- (1) This MoU may be amended by mutual consent of the Parties through an Exchange of Notes between the Parties.
- (2) An amendment 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 7

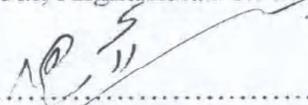
Any dispute between the Parties arising out of the interpretation or implementation of the provisions of this MoU shall be settled amicably through consultation and negotiation between the Parties.

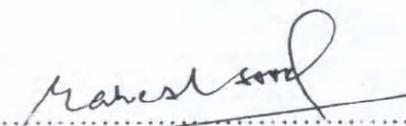
ARTICLE 8

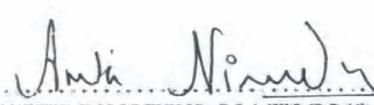
- (1) This MoU shall come into force on the date of signature thereof by all three Parties.
- (2) This MoU shall remain in force initially for a period of eighteen months. Thereafter, it shall be renewed for further periods as may be agreed between the parties.
- (3) The termination of this MoU shall not in any way affect the validity and completion of any activities undertaken in terms of this MoU before the date of termination, which shall be carried out until due discharge by performance.

IN WITNESS WHEREOF, the undersigned, being duly authorised, have signed and sealed this MoU in three originals each in the Hindi, Dari and English languages, all texts being equally authentic. If any conflict arises between the three texts, the English text shall prevail.

DONE at Kabul, Afghanistan on this 23rd day of January 2007.


.....
FOR THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF AFGHANISTAN:
Dr. Ahmad Mushahed, Chairperson, Independent Administrative Reform and Civil Service Commission


.....
→ **FOR THE GOVERNMENT OF THE REPUBLIC OF INDIA:**
Rakesh Sood, Ambassador of India to Afghanistan


.....
FOR THE UNITED NATIONS DEVELOPMENT PROGRAMME:
Anita Nirody, Country Director, UNDP Afghanistan