

Memorandum of Understanding

between

Indian Institute of Management, Ahmedabad, India

and

Royal Civil Service Commission, Bhutan

This Memorandum of Understanding between Indian Institute of Management, Ahmedabad [IIMA] India (hereinafter referred to as IIMA) being the first party and Royal Civil Service Commission, Bhutan (hereinafter referred to as RCSC) being the second party, provides for the establishment of cooperation for human resource development and capacity building between both the organizations.

Indian Institute of Management, Ahmedabad [IIMA], India is one of the world's most reputed educational, research and training institutes providing high quality educational programmes for postgraduate students, serving executives, administrators and policy makers.

The Royal Civil Service Commission, Bhutan represents the apex body responsible for the recruitment of the best and the brightest into the Civil Service and improving their professional capacity to enable them to deliver excellent public service.

ARTICLE

Recognizing the value of promoting mutual cooperation for promoting excellence, efficiency and empathy in civil service for providing innovative and inclusive public services, IIMA and RCSC agree with the following general guideline and procedures. The Parties are desirous of entering into this Memorandum of Understanding (MoU) to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

NOW THE PARTIES HEREBY AGREE TO AS FOLLOWS:

1. Areas of co-operation

1.1 The Parties agree to collaborate efforts in the areas of:

- a) Developing long term strategies and plan of action to help in the advancement of quality of public administration by enabling public officials to think creatively, efficiently, compassionately and frugally to contribute towards inclusive and well-integrated public administration.
- b) Sharing resources and expertise to develop specific programs for education, training and institution building in line with the objectives of IIMA's and RCSC's to develop leadership potential at all the levels of governance
- c) Jointly organizing programs of common interests to both parties such as forums, seminars, workshops and trainings on matters related to public administration, leadership and management.
- d) IIMA to provide two slots annually for Bhutanese Officer to pursue Master of Business Administration (MBA) subject to meeting minimum admission criteria
- e) IIMA to provide training slots for Bhutanese Executives in various executive development programmes round the year. In addition, IIMA to also facilitate capacity building of Bhutanese civil servants in specific sectoral and functional areas by offering tailored targeted training programs.
- f) Create mechanisms for periodic review of the cooperation to ensure significant improvement in the skills and perspective development of the administrative officials.

g) Case writing, joint research, publications, policy analysis, institution building and any other activity in support of the agreed objectives.

h) Any other areas of co-operation as agreed to by both Parties from time to time.

1.2 The Parties to this MoU agree to continue discussions and communication on the areas as identified in sub-clause 1.1 in respect of their implementation and in identifying each Party's functions.

1.3 In the event the Parties so desire, they may enter into a separate legally binding agreement in respect of any area in sub-clause 1.1 subject to terms and conditions as mutually agreed to by both Parties.

2. Financial Arrangement

2.1 This MoU shall not give rise to any financial obligation by one Party to the other except through separately contracted training, research, education and institution building programmes.

3. Confidentiality

3.1 Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Party during the period of implementation of this MoU or other agreements made pursuant to this MoU.

3.2 For purposes of this MoU, "confidential information" means any information whether prior to or hereinafter disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) of this

MoU involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions in any form, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.

3.3 Both Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this MoU.

4. Settlement of Disputes

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

5. Non contractual Nature of Relationship

5.1 Save for Clause 4, the Parties agree that this MoU represents the mutual understanding of the Parties and is not intended nor shall be deemed to be a contract and shall not give rise to any rights and liabilities under a contract.

5.2 Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Parties or so to constitute either Party as the agent of the other.

5.3 The Parties acknowledge that this MoU does not in any way give rise to any right or permission to use or to be associated with each Party's intellectual property.

6. Revision, variation and Amendment

6.1 Either Party may request in writing a revision, variation or amendment of this MoU.

6.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.

6.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.

6.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

7. Supervening events

7.1 Each Party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.

7.2 Notwithstanding sub-clause 7.1, should any other event occur which hinders or restricts the implementation of this MoU, the Parties shall use their best endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

8. Notices

Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and delivered personally

or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address.

9. Entry into Force, Duration and Termination

9.1. This MoU shall come into force on the date of its signature.

9.2. This MoU shall remain in effect for three (3) years from the date of its signing or until terminated by either party with thirty (30) days written notice.

9.3. This MoU may be extended for a further period as may be agreed in writing by both Parties.

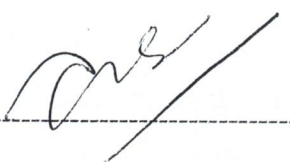
9.4. The termination of this MoU shall not affect the completion of on-going projects and programmes initiated prior to notice of termination mentioned in Clause 9.2.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations have signed this MoU.

Done at Thimphu on 8th November 2014 in two originals in English language.

Prof. Anil Gupta

For and on behalf of IIMA



Dasho Karma Tshiteem

For and on behalf of RCSC

