

MEMORANDUM OF UNDERSTANDING

BETWEEN

**MINISTRY OF LABOUR, SOCIAL AFFAIRS, MARTYRS AND
DISABLED
OF
THE GOVERNMENT OF ISLAMIC REPUBLIC OF AFGHANISTAN**

AND

**MINISTRY OF LABOUR AND EMPLOYMENT
OF
THE GOVERNMENT OF THE REPUBLIC OF INDIA**

12th Day of October, 2011

NEW DELHI, INDIA

PREAMBLE

This “Memorandum of Understanding” (hereinafter referred as the “Agreement”) is executed between the Ministry of Labour, Social Affairs, Martyrs and Disabled of the Government of the Islamic Republic of Afghanistan (GIRA) and the Ministry of Labour and Employment of the Government of the Republic of India (GOI) for implementation of a twinning arrangement for public sector capacity development in Afghanistan.

WHEREAS,

- a. The Government of the Islamic Republic of Afghanistan (GIRA) through its Independent Administrative Reform and Civil Service Commission (IARCSC) and the Government of the Republic of India (GOI) through its Ministry of External Affairs (MEA) cooperated in the field of capacity development (CD) within public administration in Afghanistan through a tripartite Memorandum of Understanding (MOU) dated January 23, 2007 under the Capacity for Afghan Public service (CAP) project and have continued the partnership through a successor MOU dated March 30, 2010 under the follow-on project namely the National Institution Building Project (NIBP) for facilitating public sector capacity development in Afghanistan;
- b. The NIBP focuses on building the organizational capacity of leading ministries or agencies in Afghanistan at the national level and local authorities at the sub-national level and strengthens the capacity of the Afghanistan Civil Service Institute (ACSI) and its centers at the national and sub-national level.
- c. The NIBP promotes twinning arrangements or partnerships of the Afghan government ministries / agencies with their counterpart ministries / agencies in other countries for transfer of specialized international or regional know-how through advisory services of Capacity Development Advisors (CDAs), specialized advisory services, short-term interactions and trainings.
- d. The Paragraph 3 of the Article 3 of the MOU dated March 30, 2010 provides that in order to supplement the capacity development activities of the CDAs (recruited under the MOU with GOI) in ministries / agencies of GIRA, the GOI will facilitate execution of separate Memorandum of Understandings for twinning arrangements (twinning MOUs) between a ministry / agency / institute of GIRA and counterpart ministry / agency / institute of GOI.

NOW THEREFORE THE PARTIES DESIROUS OF continuing the partnership and facilitating public sector capacity development in Afghanistan, through collaborative activities under the overall framework outlined in the MOU dated March 30, 2010;

HAVE AGREED as follows:

ARTICLE 1

1. The competent authorities responsible for the implementation of this Agreement shall be;
 - (a) In the case of the Government of the Islamic Republic of Afghanistan, the Ministry of Labour, Social Affairs, Martyrs and Disabled(hereinafter referred to as the “first party”); and
 - (b) In the case of the Government of the Republic of India, the Ministry of Labour and Employment, (hereinafter referred to as the “second party”).

ARTICLE 2

1. The Parties shall co-operate in the field of public sector capacity development in accordance with the applicable domestic law in force in the respective countries in which the activities are undertaken.
2. The cost to carry out the activities under this Agreement shall be met out of NIBP funds mobilized from different resources.

ARTICLE 3

1. Provision of Capacity Development Advisors (CDAs):
 - (a) The second party will facilitate the provision of services of the CDA.
 - (b) The roles and responsibilities of CDAs shall be in accordance with specific TORs for each position, developed in consultation with the first party.
2. Twinning Arrangement:
 - (a) The scope of this twinning Agreement includes but is not limited to the following:
 - (i) Provision of advisory services for supporting policy and strategy development and systems improvement in accordance with identified needs of the first party. This will include medium term and short term assignments for experts from the second party for assessments, capacity development, policy development and other advisory services including services of technical experts for specific identified needs. The range of activities primarily would be technical areas that the CDAs located in respective ministries / agencies would identify but would not be in a position to support themselves.
 - (ii) Provision of services of advisors in technical areas for on-site support in short visits to Afghanistan as well as off-site support from India.
 - (iii) Study and exposure visits of civil servants of the first party to the second party and its institutes / organizations.
 - (iv) Short term international training of Afghan civil servants at the training institutes of the second party and other relevant institutes in India.
 - (v) Deputation of Afghan civil servants for on-the-job practical trainings to the second party and other ministries / agencies of GOI.

- (vi) Providing assistance in establishing / strengthening the training institutes of the first party, wherever applicable.
 - (vii) Sharing / exchanging information / publications / research material / technical know-how / best practices and other relevant material for capacity development in technical areas.
- (b) The handholding and support under the twinning MOU shall be tailored to bring about change management and operational efficiency of the partner ministry / agency of GIRA for improved service delivery.
3. Areas of cooperation:
- (a) The area of cooperation between the parties for capacity development support from the second party shall include common functions of government (policy & strategy development, project management, financial management, procurement and human resource management) and the technical areas. The technical areas of cooperation shall be an evolving list and shall be determined in accordance with the needs assessment ascertained over time during the implementation of this MOU. An initial indicative list of areas of cooperation for capacity development includes the following:
- (i) Developing policies, legislation and strategies for welfare and protection of labour force.
 - (ii) Developing policy, laws to regulate working hours, conditions of service and employment.
 - (iii) Developing national policy on safety, health and environment at work place.
 - (iv) Developing policy and laws to provide social security to the special target groups such as women and child labour and to the unorganized workers.
 - (v) Formulating a comprehensive employment policy, programmes and strategy.
 - (vi) Developing a policy and law for prohibition of child labour.
 - (vii) Setting up special courts for trial of child labour case.
 - (viii) Designing of rehabilitation schemes and programs for Child Labour.
 - (ix) Developing national skill development policy and programme.
 - (x) Establishment and expansion of vocational training programmes.
 - (xi) Developing policy and procedure for regulation of private vocational training.
 - (xii) Designing a national project for enhancing skills for the unemployed youth.
 - (xiii) Developing labour policies and regulations to emigration of labour to other countries for employment.
 - (xiv) Providing technical support in designing labour force survey and labour market assessment.
 - (xv) Developing institutions and systems for regular collection of labour and employment statistics.
 - (xvi) Establishment of the Labour Research and Resource Centre.
 - (xvii) Setting up accountable and transparent financial system.

- (xviii) Establishment of an effective procurement system.
 - (xix) Setting up simple and regular administration systems.
 - (xx) Setting up effective capacity building mechanism in the ministry.
4. Contribution by the second party:
- (a) The contribution by the second party shall be in kind in terms of provision of services of its experts / advisors in accordance with the Terms of Reference for assignments identified by the first party.
 - (b) The second party shall assume responsibility for facilitating conduct of activities under this Agreement.

ARTICLE 4

1. For the effective implementation of this Agreement, each Party shall designate a person to act as coordinator, who shall be responsible for the arrangement and implementation of cooperation under this Agreement.
2. The progress on activities carried out under this Agreement shall be monitored through meetings of the Group of Coordinators (GOC). The designated coordinators of each Party shall be the members of the GOC. The GOC shall meet as and when convenient and required.
3. The GOC shall be responsible for steering and monitoring the implementation of activities under this Agreement and for providing guidance for decisions to be taken on all issues arising out of implementation of this Agreement.
4. The GOC shall, in writing, agree on a detailed work plan for the implementation of this Agreement.

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 Agreement. The suspension shall take effect 30 days after 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 Agreement 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 Agreement before the effective date of the amendment unless the Parties agree otherwise in the Exchange of Notes.

ARTICLE 7

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

ARTICLE 8

1. This Agreement shall come into force on the date of signature thereof by the Parties.
2. The termination of this Agreement shall not in any way affect the validity and completion of any activity undertaken in terms of this Agreement before the date of termination, which shall be carried out until due discharge of the performance.

IN WITNESS WHEREOF, the undersigned, being duly authorised, have signed and sealed this Agreement in two originals in English language.

DONE on this 12th day of October, 2011.

FOR the First Party:

**Amena Afzali,
Minister of Labour, Social Affairs, Martyrs and Disabled
Government of Islamic Republic of Afghanistan**

FOR the Second Party

**Mallikarjun Kharge,
Minister of Labour and Employment
Government of India**