

Afghanistan signs MoU on Local Governance with ISS

Afghanistan signed an MoU with Institute of Social Sciences (ISS) on July 22, 2008 for collaboration to promote the cause of local government. The Independent Directorate for Local Governance (IDLG) of Afghanistan and the ISS will address the needs of local government practitioners through three broad core functions: serving as a clearing house for information and resources on the practice of local governance, providing policy and programme assistance and encouraging practitioners to develop an interest and expertise in local governance.

The MoU, signed during the visit of a nine-member Afghanistan delegation, seeks to create a mutually beneficial partnership with a view to improving governance and deepen democracy at the grassroots.

TEXT OF MOU

Memorandum of Understanding for Research Collaboration for Strengthening Local Government System in India and Afghanistan

THIS AGREEMENT, dated the 22nd day of July 2008 is made between

The Institute of Social Sciences

New Delhi (India)

- A Registered Society under Societies' Registration Act (India) 1860 and having Registered Office in New Delhi
(Hereinafter referred to as "the Institute")

and

The Independent Directorate for Local Governance

Kabul (Afghanistan)

- Established through a Presidential decree with the mandate to improve governance in order to achieve stability, security and development in Afghanistan
(Hereinafter referred to as "the IDLG")

WHEREAS the Institute and the IDLG work to improve the practice of Local Government by addressing the needs of local government practitioners through three broad core functions: serving a clearing house for information and resources on the practice of local governance; providing policy and programme assistance to governments ; encouraging practitioners to develop an interest and expertise in local governance.

AND WHEREAS the Institute determined to create a formal partnership with IDLG;

AND WHEREAS the Institute agrees to enter in such a partnership with the IDLG;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and provisions herein set forth and other good and valuable consideration, the parties hereto agree each with the other as follows:

Clause One. Objective

1.1 The objective of this agreement is to create a mutually beneficial partnership that will seek to improve governance and enhance democracy by promoting dialogue on the practices, principles and possibilities of good governance through research, training, exchange of visits, technical advice, and so on. This mission will be accomplished through: fostering the exchange of information; solidifying the institutional structure of the partnership through joint efforts . This objective will be carried out in accordance with the plan of action envisaged in clause two.

Clause Two. Plan of Action

2.1 The parties undertake to jointly perform the following actions to the extent possible within their individual capacities;

2.1.1 Promoting the IDLG in India and the Institute in Afghanistan;

- 2.1.2 Building a network of Indian practitioners and experts on local governance, maintaining relations and promoting exchanges with this network;
- 2.1.3 Regularly extend mutual invitations to the activities of the IDLG and the Institute;
- 2.1.4 Monitoring the “state of local governance” in India and mutually providing material for the IDLG’s and the Institute’s websites, based on a format to be developed jointly;
- 2.1.5 Providing input to the degree possible on local governance in India ;
- 2.1.6 Providing suggestions of topics and authors for the IDLG’s and the Institute’s publications.
- 2.1.7 Publicize both parties’ activities in the websites of the IDLG and the Institute
- 2.1.8 Identifying potential projects and partners in this field;
- 2.1.9 Maintaining relations with other research and funding institutions that could potentially participate in the activities promoted by the parties;
- 2.1.10 Liaison with local offices of Foundations and other funding organizations and aid agencies, leading to joint funding proposals for public or private agencies located in India
- 2.1.11 Assist in the preparation of visits by IDLG staff to India or by the Institute’s staff to Afghanistan;
- 2.1.12 Assist in the organization of events or projects sponsored by the IDLG in India and by the Institute in Afghanistan;
- 2.1.13 Placing and supervising Afghan interns in relevant activities in the Institute’s offices in India or Indian interns in the IDLG offices in Afghanistan.

Clause Three: Implementation

- 3.1 Most of the activities envisaged in clause two (sections 2.1.1 to 2.1.11) will take place on an on-going basis, to the extent the parties find it possible within their current human resource and finance capabilities. Nothing within this agreement will bind the parties to hire dedicated staff or expend specific funding amounts, unless specifically allocated by joint written and mutual agreement for projects as delineated in sections 3.2.1 – 3.2.3 herein.
- 3.2 The parties will jointly provide human and financial resources to carry out activities related to particular projects or to international

internship programs (sections 2.1.12 and 2.1.13). Such joint projects may be initiated by any partner to this agreement, but shall require the following mutually agreed upon written terms in advance in order to obligate any of the other parties:

- 3.2.1 Pre-established written parameters of project details and goals;
- 3.2.2 Clearly defined financial obligations for each party participating in the project;
- 3.2.3 Clear assignment dividing any resulting work product and profit/losses amongst the parties participating in the project.
- 3.3 In carrying out activities under this agreement, the parties may also subcontract personnel to carry out part of the activities.

Clause Four: Duration of the Agreement

- 4.1 This agreement shall remain in effect for three years from the date of signing of the MoU.

Clause Five: Termination

- 5.1 This agreement may be terminated unilaterally by either of the parties in a written communication made 30 days in advance or by mutual agreement.

Clause Six: Confidential Matters and Proprietary Questions

- 6.1 The undersigned parties agree that any and all materials relating to the business and affairs of this agreement, including without limitations all documents, reports, working materials and lists prepared as a result of this understanding by the IDLG/or the Institute, shall remain the joint property of all parties hereto. Unless specifically agreed to under the provisions of Clause three (Sections 3.2.1 - 3.2.3), at no time during the term of this agreement, or after its termination, may materials based on research undertaken jointly

or funds jointly held by the parties to this agreement, or after its termination, may materials based on research undertaken jointly or funds jointly held by the parties to this agreement be released or published without prior affirmative authorization from all parties. Upon termination of this agreement, the Institute and IDLG shall unanimously determine an equitable division and distribution of any materials or funds jointly held. Each party to this agreement pledges not to use the name of another partner in its publications or in its request for partnerships or funding without prior authorization from the other partners.

The provisions of this section shall survive the termination of this agreement.

- 6.2 The Institute and the IDLG agree that they will not, during or at any time after the commencement of this engagement use for themselves or others, divulge or convey to others or aid or abet others to divulge or to convey to others any information, knowledge, data or property relating to the affairs of the IDLG or the Institute in any way obtained by others other than published material properly in the public domain.

The provisions of this section shall survive the termination of this agreement.

Clause Seven: General Matters

- 7.1 Any part of this agreement contrary to the laws of the province of Kabul, Afghanistan or to the laws of Delhi, India shall be deemed to be severable and shall not invalidate the remainder thereof.

- 7.2 No amendments of this agreement nor waiver of any of the terms or conditions will be deemed valid unless affected by a written amendment.

- 7.3 The parties agree to refer any dispute, related to the interpretation of this agreement, to a conflict resolution panel. This panel will be made up of three outside members, one chosen by each party while

the third member will be chosen jointly. The decision of the panel will be final.

7.4 Any notice, demand or other communication required or permitted to be given to any party of this agreement shall be in writing and by registered mail and shall be addressed as follows:

**Independent Directorate of Local
Governance**

Jelani Popal
Director General
Independent Directorate of Local
Governance
Kabul
Afghanistan

Institute of Social Sciences

George Mathew
Director
Institute of Social
Sciences
8 Nelson Mandela Road
New Delhi 110 070

IN WITNESS WHEREOF the parties hereto have set their hand on the date first written above:

Independent Directorate of Local Governance

Institute of Social Sciences