

Memorandum of Cooperation (MoC)
Between
Sardar Vallabhbhai Patel National Police Academy, Hyderabad
and
Bangladesh Police Academy, Sardah, Rajshahi
for Capacity Building

This Memorandum of Cooperation (MoC) is to establish mutual cooperation in the sphere of training management and exchange of trainers and trainees between Sardar Vallabhbhai Patel National Police Academy, Hyderabad, India and Bangladesh Police Academy, Sardah, Rajshahi.

Sardar Vallabhbhai Patel National Police Academy, Hyderabad, India and Bangladesh Police Academy, Sardah, Rajshahi hereinafter referred to as the "Parties".

Focusing on great importance of cooperation in sharing knowledge, best practices and experiences related to police training.

Realizing such cooperation will be beneficial for both Parties in imparting high standard training to the respective stakeholders.

Considering that both parties hold strong areas and expertise to share and

Taking into consideration of implementation of Indian Government project titled as "Establishing India-Bangladesh Friendship Building and Setting up of an Information Technology (IT) Center at Bangladesh Police Academy".

The Parties have agreed as follows-

Article 1
Scope of Application

- a. This MoC is intended to strengthen and increase cooperation between the parties aiming at sharing knowledge and experiences through trainers and trainees exchange programme.
- b. The Parties intend to cooperate in accordance with their respective domestic laws and international obligations.

Article 2
Purpose

- a. This MoC is built upon existing cooperative arrangements for the purpose of enhancing policing capabilities of both parties and is not intended to create any legal relationship between the Parties and is not intended to have any legal binding on either party.
- b. This MoC will not preclude the Parties from expanding into other mutually acceptable forms of cooperation especially related to training.

Article 3 Forms of Cooperation

Cooperation and exchange programmes cover the following areas:

- a. Exchanging knowledge and information on matters related to police training;
- b. assisting each other with high standard and updated training curricula;
- c. conducting joint workshop, researches and seminars on new ideas, innovations and expertise for mutual benefit;
- d. arranging meetings and conferences intended to foster a mutually beneficial of information expertise, expertise and experiences;
- e. conducting short visit of delegation in either premises for better assessing of individual needs and extending cooperation accordingly;
- f. exchange of students at short and mid-term specialized training courses;
- g. organizing programs of mutual participation in organizational capacity and faculty development projects;
- h. Exchanging of best practices in relation to training programmes;
- i. any other issues as mutually agreed upon by the Parties.

Article 4 Nodal Officer

To facilitate comprehensive and successful implementation of commitment/s contained in this MoC, both parties hereby provide the name, designation and contact details of the officer of their organization who will function as the nodal officer with regard to all matters and requests pertaining to this MoC.

Article 5 Confidentiality

Unless otherwise indicated in writing, confidentiality information provided by one party to the other will be considered as confidential and will not be disclosed to the public, the media or to any third party without prior written consent of the Party that provided the information. This is a continuing obligation and will survive even after termination or expiry of this MoC.

Article 6 Holding seminars, workshop, conference and meeting

- a. The Parties may hold seminar, conference, workshop and meeting in either Party's premises or invite each other in a third party conference if they, deem necessary for mutual interest. Video conferencing, online lecture sharing etc. will be conducted as and when felt necessary. One Party may seek collaboration on individual research projects and the other Party will give prompt response to such request.
- b. To ensure effective collaboration in police training, the Parties may carry out other mutually beneficial projects or programmes.
- c. Short visit of trainers and management may be arranged in either party's premises in mutual areas of interest.

Article 7

Expenses

Each Party is to be responsible for its own expenses related to implementation of this MoC unless the Parties otherwise "Mutually agreed in writing".

Article 8

Expedition of Cooperation

To assess the effectiveness of this MoC and to work out ways to further its implementation, the Parties may periodically arrange meetings, conferences and workshops by turn at least once in each calendar year or as and when deem necessary.

Article 9

Compatibility with other Agreements

Assistances and procedures set forth in this MoC shall not preclude either Party from providing assistance to or receiving assistance from any other institutions through other applicable agreements or domestic law.

Article 10

Language

Communications shall be made in the English language. Training documents and materials shall be accompanied by English translation, if not in English language.

Article 11

Resolution of Differences

The Parties shall endeavour to settle disputes concerning the interpretation or application of this MoC through direct negotiations and shall not be referred to a third party or board of arbitration unless mutually agreed in writing.

Article 12


Entry into Force, Amendment and Termination

- a. This Memorandum will come into effect on the date of signature by the Parties.
- b. This Memorandum will remain in effect for five (5) years and may be extended for an additional period of three (3) years upon expiry as mutually agreed by the Parties.
- c. This Memorandum may be amended by mutual written consent of the Parties. The amendments will come into effect on a date to be mutually determined by the Parties.
- d. The MoC may be terminated by either party by giving a written notice of its intention to the other party to terminate it at least three (3) months in advance.
- e. The termination of this MoC shall not affect the completion of projects undertaken by the Parties prior to the termination thereof or the full execution of any cooperative activity that has not been fully executed at the time of termination unless otherwise agreed upon in writing by the Parties.


Signed in Dhaka, Bangladesh on the 15th (Fifteenth) of July 2018 in 2 (two) original copies in English.

For the Sardar Vallabhbhai Patel
National Police Academy, Hyderabad,
India

For the Bangladesh Police Academy,
Sardah, Rajshahi, Bangladesh.



Ms. Dyuti Rani Doley Barman
Director
Sardar Vallabhbhai Patel
National Police Academy
Hyderabad, India



Mr. Md. Nazibur Rahman, ndc
Principal
Bangladesh Police Academy
Sardah, Rajshahi.