

**MEMORANDUM OF UNDERSTANDING AMONG THE GOVERNMENTS  
OF  
THE REPUBLIC OF INDIA, THE FEDERATIVE REPUBLIC OF BRAZIL,  
AND THE REPUBLIC OF SOUTH AFRICA ON CO-OPERATION IN THE  
FIELD OF WOMEN'S DEVELOPMENT AND GENDER EQUALITY  
PROGRAMMES**

The Government of Republic of India (hereinafter referred to as "India")  
The Government of the Federative Republic of Brazil (hereinafter referred to as "Brazil")  
and  
The Government of the Republic of South Africa (hereinafter referred to as "South Africa" jointly referred to as "Parties" and in the singular as "Party").

**TAKING NOTE** of the October 15-16, 2007 **Roundtable** where the women of India, Brazil and South Africa (IBSA) came together to facilitate joint efforts and collaboration through a dialogue, and the launch of the IBSA Women's Forum in Johannesburg, while meeting in the context of the IBSA 2<sup>nd</sup> Summit, which was welcomed by the President of Brazil, H.E. Mr. Luiz Inacio Lula da Silva; the Prime Minister of India, H.E. Dr. Manmohan Singh and the President of South Africa, H.E. Mr. Thabo Mbeki, in Tshwane, South Africa, within the IBSA Summit declaration on 17 October, 2007;

**RECOGNIZING** the emergence and consolidation of IBSA initiatives and collaboration at regional and global level for promoting good governance and wishing to strengthen South-South Cooperation; the three countries acknowledge that joint efforts and collaboration in the field of women's development will assist in promoting strategies for gender equality and accelerated poverty eradication and the three countries will therefore work closely towards synchronization of UN and other relevant global programmes, influencing the selection of themes in different South – South and Global Forums on women's development;

**REAFFIRMING** the main conclusions and the Declaration of the first India-Brazil-South Africa Roundtable on Women's Development of 15-16 October 2007 in Johannesburg, which, amongst others, highlighted the intricate linkages between macroeconomic policy, gender equality and poverty eradication and advocated for coordinated responses to tackle poverty and inequality as well as address the needs of the most vulnerable; targeting women in each of the respective countries; the restatement of the women's shared commitments to the full implementation of the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW), the Beijing Platform for Action (BPFA), the Durban World Conference Against Racism and the Cairo International Conference on Population and Development, and the emphasis on the importance of South-South Cooperation for Development, and urging the recognition of the full value of women's work, paid and unpaid, in all spheres of life in which women's contribution is currently invisible;



**TAKING INTO ACCOUNT** that while women applaud achievements and advancement towards gender equity, such as the right to vote and the democratic inclusion at political level, entry into mainstream economy and other critical institutional linkages have not met expectations;

**DESIRING** to strengthen South-South co-operation amongst the three countries and promote trilateral co-operation in the field of women's development through people-to-people contact that builds on sharing and learning from successful practices within IBSA countries,

**HEREBY AGREE** as follows:

## **ARTICLE I**

### **Competent Authorities**

The competent authorities responsible for the implementation of this Memorandum of Understanding hereinafter referred to as "MoU" are :

- (a) for India, the Ministry of Women and Child Development (MWCD);
- (b) for Brazil, the Special Secretariat on Women's Policies; and
- (c) for South Africa, the Minister in the Presidency.

## **ARTICLE 2**

### **Areas of Co-operation**

The Parties shall, subject to the domestic law in force in their respective countries, commit themselves, in a regime of reciprocity, and when so requested, to provide mutual technical cooperation in the field of women's development in specialized areas as the competent authorities agree upon in writing, including, but not limited to :

- (a) (women) inclusive macroeconomic policy and research;
- (b) gender budgeting (financing for women's empowerment);
- (c) women and microfinance;
- (d) co-operative with women;
- (e) skills development and capacity building;
- (f) violence against women;

- (g) civil society partnerships;
- (h) co-operation at multilateral forums;
- (i) co-operation in trilateral projects.

### **ARTICLE 3**

#### **Forms of Co-operation**

The co-operation under this MoU shall be implemented by means of :

- (a) exchange of visits and sharing of information and experience through publications, workshops, seminars, conferences and video conferences;
- (b) exchange of experts to deliver lectures, build capacity and undertake joint comparative research;
- (c) exchange of study tours;
- (d) promotion of civil society co-operation within the three countries;
- (e) mentorships and exchange programmes to facilitate skills transfer;
- (f) exchange of technical personnel from institutions of one Party to institutions of other Party;
- (g) human resource development and training of officials, civil society, representatives and academics of one party by other party;
- (h) co-operation between training institutes of the Parties;
- (i) establishment of joint institutions, projects and other joint mechanisms, as the competent authorities may agree upon, and subject to the domestic laws of the respective Parties; and
- (j) such other ways within the purview of this MoU as the competent authorities may agree upon.

### **ARTICLE-4**

#### **Implementation of Co-operation**

1. The Forum shall, in writing, agree on a programme of action setting out the areas of co-operation under this MoU and identify specific activities for each area of co-operation, subject to the domestic law of the respective Parties.
2. The Forum shall set up procedures of implementation and supervision of the programme of action.
3. The Forum may establish one or more task teams to implement under its supervision and direction any aspect of the programme of action.
4. The Forum shall at each meeting review the progress of implementation of the programme of action.
5. The Forum shall meet at least annually to review the areas of co-operation and liaison with the competent authorities.



## ARTICLE 5

### Think Tank

1. The Parties establish a Think Tank group on women's development and Gender Equity (hereinafter referred to as "Think Tank") responsible for the provision of technical support for promoting trilateral co-operation around areas the Forum commits to, including:
  - (a) comparative research on mutual areas of concern and agreement;
  - (b) people to people contact by encouraging partnerships;
  - (c) between governments and civil society;
  - (d) sharing and learning from successful practices;
  - (e) collaborating at both policy and agreed programme levels learning from experiences of microfinance of the three countries;
  - (f) promoting Skills Development and Capacity Building for women in both the traditional and non-traditional sectors;
  - (g) advocating for meaningful and multiple linkages between economic development, education and social equity;
  - (h) strategies for accelerated poverty eradication, protecting and promoting women's health and sexual and reproductive rights, reducing HIV and AIDS, ending violence against women and human trafficking;
  - (i) socio-economic and political empowerment and leadership of all women through the IBSA forum; and
  - (j) any other related issue.
2. The Think Tank shall consist of scholars and/or researchers of each country, with recognised expertise in gender issues, nominated by their respective competent authorities.
3. The Think Tank may also invite experts or other persons to attend their meetings for specific purposes as the competent authorities may agree upon.
4. The Think Tank shall meet in between the IBSA Women's Forum meetings, and the meeting shall be held in rotation among India, Brazil and South Africa and be presided over by a representative designated by the relevant competent authority of the host Party.
5. Secretarial assistance and organisational support for the Think Tank shall be provided by the host Party.

6. The Party which presided over the last meeting of the Think Tank is responsible for the co-ordination and liaison, including preparation of the agreed agenda for its next meeting. Each competent authority shall designate a nodal point for co-ordination and liaison for the work of the Think Tank.
7. The Think Tank shall regularly publish its reports on the trilateral website, amongst other viable platforms.

## **ARTICLE 6**

### **Financial Agreements**

1. The expenditure for international and local travel, accommodation and other subsistence undertaken under this MoU shall be borne by the sending Party.
2. The receiving Party shall assist with the logistical arrangements for local travel and accommodation.
3. The expenditure in respect of the exchange of materials, including translation into the language of the receiving Party, under this MoU shall be borne by the sending Party.
4. The expenditure in respect of translation and interpretation costs may be borne by the receiving Party, if necessary and subject to its domestic law.
5. The expenditure in respect of the establishment of joint institutions, projects and other joint mechanisms shall be agreed upon by the competent authorities and subject to the domestic law of the respective Parties.

## **ARTICLE 7**

### **Intellectual Property Rights and Confidentiality**

1. The protection of intellectual property rights and the co-operation under this MoU shall be carried out in accordance with the domestic law in force in the countries of the respective Parties and the international agreements binding on them.
2. When a Party discloses any information or object in any form under this MoU, to another Party, the disclosing Party shall, in writing, inform the receiving Party of any confidentiality or intellectual property right attached to the information or object.
3. The receiving Party shall observe such confidentiality subject to the domestic law in force in its country.



- to the other Parties of its intention to terminate this MoU. Termination shall not affect the implementation of this MoU between the remaining Parties.
3. Termination of this MoU shall not affect the validity and completion of any activities being undertaken in terms of this MoU at the time it comes to effect unless otherwise agreed by the Parties.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto by their respective Governments, have signed this MoU in three originals each in the Portuguese, Hindi and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

**DONE** at New Delhi on this 15<sup>th</sup> day of October 2008.



**FOR THE GOVERNMENT  
OF THE REPUBLIC  
OF INDIA**



**FOR THE GOVERNMENT  
OF THE FEDERATIVE  
REPUBLIC OF BRAZIL**



**FOR THE GOVERNMENT  
OF THE REPUBLIC OF  
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