

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE COMPTROLLER AND AUDITOR
GENERAL**

THE REPUBLIC OF INDIA

AND

**THE AUDIT BOARD OF THE
REPUBLIC OF INDONESIA**

**ON COOPERATION IN THE
FIELD OF PUBLIC SECTOR**

AUDIT

Whereas the Comptroller and Auditor General of the Republic of India (C&AG, India) as the Supreme Audit Institution (SAI) of India and the Audit Board of the Republic of Indonesia as the Supreme Audit Institution (SAI) of the Republic of Indonesia and hereinafter referred to individually as "the Party" and collectively as "the Parties" ;

Desiring to strengthen the friendly relations and bilateral co-operation aimed at improvement of work methodologies and exchange of information in the field of public sector audit between the Parties;

Recognizing that there are benefits in working together in areas of mutual interest, the two Parties, hereby agree to extend their mutual cooperation and any cooperative activities under this Memorandum of Understanding (herein after referred to as MoU) shall be conducted by the parties in accordance with their respective laws and policies.

Have reached the following understanding:

ARTICLE I

OBJECTIVE

The objective of this MoU is to promote and develop cooperation between the Parties in order to strengthen respective institution's professional capacity and improve methodologies in the field of audit of public finance, on the basis of the principles of equality and mutual benefit and in accordance with their respective national laws, regulations, rules and policies.

ARTICLE II

AREAS AND FORMS OF COOPERATION

1. Areas of cooperation of the Parties shall include the following:
 - a. Financial audits;
 - b. Performance audits;
 - c. Specific purpose audits; and
 - d. Any other areas within the scope of this Memorandum of Understanding that may be jointly decided upon the Parties.
2. Forms of cooperation of the Parties shall include the following:
 - a. Invite each other's representatives to participate in selected conferences, seminars, internships and other training activities on need basis;
 - b. Exchanging visits or programs for strengthening institutional relationship;
 - c. Sharing Experiences and best practices in the field of public auditing;
 - d. Other Capacity Development Programmes as desired by the Parties; and
 - e. Any other forms of cooperation within the areas of cooperation under this Memorandum of Understanding that may be jointly decided by the Parties.

ARTICLE III
IMPLEMENTATIONS

The Parties may develop cooperation on a reciprocal basis as well as within the framework of the International Organization of Supreme Audit Institutions (INTOSAI). The Parties shall jointly decide upon the manner in which the cooperative activities as set out in ARTICLE II will be implemented. The implementation of such cooperative activities may take place in the country of either Party, as may be decided by the Parties.

ARTICLE IV
FINANCIAL ARRANGEMENTS

The MoU will not give rise to any financial obligations by one Party to the other. Each Party will bear its own cost and expenses in relation to this MoU. However, the Parties may agree on specific financial arrangements with regard to the individual areas of cooperation as and when necessary with mutual written consent.

ARTICLE V
VALIDITY

This MoU will be valid for a period of six (06) years and will be renewed automatically for another successive period of six (06) years, unless one of the Parties informs the other in writing of its decision to terminate it.

ARTICLE VI
TERMINATION

This MoU may be terminated by either Party, at any time, by giving three (3) months written notice. Termination will not affect the validity of any specific activities or projects under this MoU, which have been jointly decided upon by the Parties prior to the date of such termination.

ARTICLE VII
AMENDMENT

This MoU may be amended by mutual written consent of the Parties' and shall form an integral part of this MoU. Such amendment shall enter into force on such date as determined by the Parties. Unless agreed otherwise, any amendment will be without prejudice of the

rights and obligation arising from or based on this Memorandum of Understanding prior or up to the date of such amendment.

ARTICLE VIII

DISPUTE SETTLEMENT

Any dispute(s) arising out of interpretation or implementation of this MoU will be resolved through mutual and friendly consultations between the Parties and based on the principles of mutual understanding and respect.

ARTICLE IX

CONFIDENTIALITY

Each Party shall ensure the confidentiality of documents, information and other data received from or provided to the other Party during the implementation of this MoU. The Parties agree that the provisions of this Article will continue to be binding between the Parties even after the termination of this MoU. The Parties also agree that the provisions of this Article will be without prejudice to the prevailing laws and regulations of the Parties.

ARTICLE X

LIMITATION OF ACTIVITIES OF PERSONNEL

Any nationals of a Party engaged in activities under this Memorandum of Understanding in the country of the other Party will respect and not interfere with the political independence, sovereignty, and territorial integrity of that country, and will avoid any activities including commercial ventures that are inconsistent with the purpose and objectives of this Memorandum of Understanding.

ARTICLE XI

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

Intellectual property rights will be protected in accordance with the respective national laws, rules and regulations of the Parties and with other international agreements to which the two countries are Parties. The use of the name, logo and/or official emblem of the other Party on any publication, document and/or paper will be subject to the prior written approval of that Party. Further arrangement on intellectual property rights may be made in written by the Parties.

ARTICLE XII
ENTRY INTO FORCE

This MoU will come into force from the date of its signature thereof by the Parties.
The foregoing represents the understanding reached between the Parties on the matter referred to in this MoU and does not create any legally binding obligations upon the Parties.

IN WITNESS WHEREOF the undersigned, have signed this Memorandum of Understanding in compliance with national laws.

Done at Goa on 12th Day of June in the year 2023, copies each in English, Hindi, and Indonesian languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.



Mr. GIRISH CHANDRA MURMU
Comptroller & Auditor General of India



Dr. ISMA YATUN, CSFA., CfrA.,
Chairperson
Audit Board of the Republic of
Indonesia