

Standard Grant Agreement/MoU

GENERAL PARTNERSHIP AGREEMENT
MEMORANDUM OF UNDERSTANDING

BETWEEN

<FULL COUNTRY/ORGANISATION NAME>

AND

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR

IN CONNECTION WITH

ACTIVITIES WHICH WILL CONTRIBUTE TO THE OVERALL DEVELOPMENT OF THE
REPUBLIC OF THE UNION OF MYANMAR

PREAMBLE

This General Framework Memorandum of Understanding (“MoU”) covering socio-economic and/or technical cooperation between the <Full Country/Organisation Name> (“<Short Country/Organisation Name>”) and the Government of the Republic of the Union of Myanmar (“Government of Myanmar”) as represented by:

<Full Ministry Name>

<Full Ministry Name>

<Full Ministry Name>

(collectively, the "Competent Myanmar Authorities" or individually, a "Competent Myanmar Authority");

(collectively, “the Parties" or individually, “a Party”);

WHEREAS the Government of Myanmar and the <Short Country/Organisation Name> agree to enter into a partnership which seeks to <describe overall objective of the partnership>;

REAFFIRMING a shared commitment to ensuring that development assistance is used effectively, accountably and transparently for the benefit of Myanmar’s people;

NOW THEREFORE, have agreed upon the general terms, conditions and obligations set forth within this MoU.

ARTICLE 1

Scope

1.1. This MoU shall cover the general terms, conditions and obligations regarding development assistance implemented in partnership with Competent Myanmar Authorities.

²⁷ Subject to continued review and updating as required.

ARTICLE 2
Principles for Cooperation

- 2.1. Respect for democratic values, good governance, inclusive economic growth and the rule of law shall constitute essential elements of this MoU.
- 2.2. Development assistance shall be implemented in full accordance with:
 - a. the existing laws, rules and regulations established by the Government of Myanmar;
 - b. the policies and procedures outlined within the Myanmar Development Assistance Policy (“DAP”); and
 - c. the established, recognized principles of effective development cooperation which the Parties have endorsed.

ARTICLE 3
Description

- 3.1. The overall objective of development assistance provided by <Short Country/Organisation Name> shall be to <description of overall objective of assistance>.
- 3.2. Those intended to benefit by the provision of development assistance are <description of individual(s)/community(ies)/group(s)/institution(s) intended to benefit>.

ARTICLE 4
Responsibilities of <Short Country/Organisation Name>

- 4.1. Subject to the applicable laws, rules and regulations of Myanmar, <Short Country/Organisation Name> shall furnish development assistance as may be mutually agreed upon by the Competent Myanmar Authorities.
- 4.2. <Short Country/Organisation Name> and its personnel shall not engage in any performance other than its mandate, nor illegal activities, nor any direct or indirect action that may interfere with the internal affairs or threaten the peace and stability of Myanmar.

ARTICLE 5
Responsibilities of the Government of Myanmar

- 5.1. Subject to the applicable laws, rules and regulations of Myanmar, the Competent Myanmar Authorities shall take all necessary and appropriate steps to facilitate the proper implementation of this MoU and any subsidiary MoU or contractual agreements hereunder, including, by way of example and not limitation:
 - a. issuing import licenses on a priority basis, that are required for goods, supplies, materials, equipment, or property imported in connection with this MoU, and assist, where appropriate, in expediting their movement through port and transportation facilities and their clearance through customs; and
 - b. issuing visas on a priority basis required for individual employees, contractors and their families in connection with this MoU.

ARTICLE 6

Financing

- 6.1. <Short Country/Organisation Name> shall, on a grant basis, provide an indicative contribution of <Currency><Amount>over the lifetime of this MoU subject to <describe any restrictions or other considerations>, with more detailed financing to be described within subsidiary Activity-level MoUs.
- 6.2. Any remaining balance from <Short Country/Organisation Name>'s contribution and any interest accrued thereto shall, upon the completion of the partnership, be returned to <Short Country/Organisation Name>unless otherwise agreed by the Parties.
- 6.3. Funds introduced into Myanmar for the purposes of implementing development assistance may be convertible into the currency of Myanmar at the legal rate of exchange most favorable to <Short Country/Organisation Name> at the time of conversion.
- 6.4. The Competent Myanmar Authorities shall cover in-country costs associated with the implementation of development assistance in accordance with terms and conditions agreed upon as specified within any applicable subsidiary MoU.
- 6.5. The Competent Myanmar Authorities may assume responsibility regarding the compensation of, by way of example and not limitation, daily allowances, travel expenses, hotel accommodation, per-diems, and other such expenses required to facilitate official Government participation in domestic meetings and any other domestic events in connection with the development assistance.

ARTICLE 7

Implementation Arrangements

- 7.1. <Short Country/Organisation Name> may enter into subsidiary contractual, project, or programme implementation agreements which may further the efficient and cost-effective implementation of the development assistance, the terms of which shall be agreed upon between all Parties, so long as such agreements do not conflict with terms and obligations set forth within this MoU.
- 7.2. Technical Assistance/Consulting Agencies engaged in the implementation of development assistance in connection with this MoU or any subsidiary MoU may open and administer a separate bank account for the purpose of procurement.

ARTICLE 8

Procurement

- 8.1. For procurement carried out by any Party, or by any agency or consultant appointed by any Party, utilising development assistance provided by <Short Country/Organisation Name>, the Government of Myanmar Procurement Guidelines or an alternate agreed internationally accepted procurement standard shall apply.
- 8.2. Invitations to tender and procurement contracts shall include a clause on the possibility of the tender being rejected and the contract being cancelled, in any case where illegal or corrupt practices have been found to be connected with the award or execution of the contract.
- 8.3. No offer, gift or payment or benefit of any kind, which would or could be construed as an illegal or corrupt practice, shall be accepted by any Party, either directly or indirectly, as an inducement or reward for the execution of procurement contracts.

8.4. Commodities procured in or imported into Myanmar in connection with this MoU for the purposes of implementing development assistance shall be at the exclusive disposal of the Parties, in accordance with this MoU and any applicable subsidiary MoU.

ARTICLE 9 Privileges & Immunities

9.1. All activities undertaken in association with this MoU or any subsidiary MoU shall at all times be subject to the existing law, rules and regulations of Myanmar except where specifically noted within this Article.

9.2. <Short Country/Organisation Name> and the Competent Myanmar Authorities agree that <Short Country/Organisation Name>officials and employees (and their family members forming part of their household) who are present in Myanmar to perform work in connection with this MoU shall enjoy privileges and immunities no less favorable than those accorded to nationals of other countries who are engaged in Myanmar in the performance of similar functions or duties.

9.3. Immunities provided under paragraph 9.2 shall not be applicable to citizens or permanent residents of Myanmar.

9.4. Without prejudice to the immunities provided under paragraph 9.2, it is understood that the individuals covered by that paragraph are obliged to respect and obey at all times the laws of Myanmar.

ARTICLE 10 Exemptions

10.1. Subject to the applicable laws, rules and regulations of Myanmar, in order to ensure the development assistance provides maximum benefit to the people of Myanmar the following exemptions shall apply:

- a. any goods, supplies, materials, equipment, property, services or funds introduced into or acquired in Myanmar by <Short Country/Organisation Name>, or by any contractor or other organisation financed by <Short Country/Organisation Name>, for purposes of any program or project conducted as part of, or in conjunction with the development assistance provided hereunder, are exempt from any taxes on ownership or use of property and any other taxes, investment or deposit requirements, and currency controls in Myanmar;
- b. the import, export, purchase, use or disposition-of any such goods, supplies, materials, equipment, property, services or funds in connection with this MoU or any subsidiary MoU are exempt from any tariffs, customs duties, import and export taxes, taxes on purchase, rental or disposition of property and other taxes or similar charges in Myanmar; and
- c. no tax in the nature of an income, profits, business, rent or other tax, duty, or fees of whatever nature (except fees for specific services rendered) shall be imposed by the Government of Myanmar in connection with work performed under this MoU upon any contractor or other organisation financed by <Short Country/Organisation Name>in connection with development assistance provided in connection with this MoU or any subsidiary MoU.

10.2. All personnel and their families, except citizens and permanent residents of Myanmar, who <Short Country/Organisation Name>, or any agency thereof, employs (whether by direct hire, contract or

other arrangement) or finances (whether by contract, grant or otherwise with any public or private organisation) and who are present in Myanmar to perform work in direct connection with this MoU:

- a. are exempt from income taxes levied under the laws of Myanmar with respect to income derived from assistance programs;
- b. are exempt from taxes on residential leases and on the purchase, ownership, use, or disposition of personal movable property (including automobiles) intended for their own use; provided, however, that this exemption shall only apply to sales of personal movable property to persons with duty free privileges; and, with regard to importation of automobiles, import shall be done in accordance with the Specific Goods Tax as detailed within the Special Goods Tax Law and shall also be informed by the Guidelines on Vehicle Usage as specified within the DAP;
- c. are exempt within a period of six months following initial installation in Myanmar and within a period of three months following reinstallation after home leave, from the date of their arrival in Myanmar, from customs, import and export duties, and taxes on all personal effects, equipment, and supplies imported into Myanmar for their own use, and from all other taxes, duties, and fees of whatever nature, except fees for specific services rendered; provided, however, that the limitations set forth in this Article shall not take precedence over or be applied to persons who are diplomatic agents under the Vienna Convention on Diplomatic Relations of 1961.

10.3. Locally established independent contractors and citizens and permanent residents of Myanmar shall not be entitled to any of the privileges and immunities (including tax exemptions) described in this MoU.

ARTICLE 11

Consultations, Information Sharing & Publicity

- 11.1. The Parties shall, in a format and at intervals to be mutually agreed, share information regarding:
- a. the quality and effectiveness of the development assistance provided;
 - b. projects, programmes and other operations implemented in connection with this MoU (including a statement of the use of funds, materials, equipment and services provided); and
 - c. any type of event or situation which may affect the implementation of the development assistance.

11.2. The Parties shall provide each other with all necessary information for the purpose of the consultations.

11.3. Where appropriate, the Parties shall share such information with their respective citizenry through formal channels including but not limited to the Myanmar Aid Information Management System ("AIMS").

ARTICLE 12

Confidentiality

12.1 The sharing of confidential information in connection with this MoU shall at all times be conducted in conformity with the laws, rules and regulations of the Republic of the Union of Myanmar.

12.2 The Parties shall ensure that technical data and information provided, including the results of joint research carried out under this MoU, are not transferred or supplied to any third party without prior written consent from all Parties.

ARTICLE 13
Intellectual Property

13.1 Any knowledge products, goods or services produced in connection with the Activity shall be jointly owned by the Parties unless otherwise specified and agreed within any subsidiary MoU or otherwise mutually agreed upon.

13.2 The protection of intellectual property rights shall be enforced in conformity with the laws, rules and regulations established by the Government of Myanmar, and with other international agreements signed by the Parties.

13.3 The use of the name, logo, and/or official emblem of any Party on any publication, document, and/or paper is prohibited without the prior written approval of the relevant Party.

13.4 Notwithstanding anything in paragraph 13.1 above, the intellectual property rights in respect of any technology, products and/or services developed or carried out solely and separately by the Parties, or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

ARTICLE 14
Monitoring & Evaluation

14.1. The Parties agree to establishing an overall monitoring and evaluation framework to inform the smooth implementation of the development assistance and that regular reports shall be produced and disseminated in accordance with this framework.

14.2. The Parties may conduct joint evaluations both during and after implementation of the Activity.

ARTICLE 15
Auditing

15.1. Any Party may carry out or commission an audit or inspection of any activity undertaken in the implementation of this MoU or any subsidiary MoUs.

ARTICLE 16
Revision, Modification & Amendment

16.1. The Parties may request in writing a revision, modification or amendment of all or any part of this MoU.

16.2. Any revision, modification or amendment agreed to by the Parties will be reduced into writing and will form as an integral part of this MoU and shall enter into force on such dates as determined by the Parties.

ARTICLE 17
Review, Suspension and Termination

17.1. The Parties shall consult promptly upon prior written request of any Party to discuss any matter concerning any interpretation or implementation of this MoU, to review any necessary revisions to this MoU, and consider other relevant aspects regarding relations between the Parties.

17.2. Any Party shall have the right, after consulting all other Parties, to suspend or terminate in whole or in part the financing of development assistance if:

- a. any Party considers another Party has failed to fulfil one or more element of this MoU;

- b. the financing by <Short Country/Organisation Name> is not forthcoming in accordance with this MoU;
- c. the management of the development assistance is deemed to be unsatisfactory;
- d. if any condition has arisen which interferes or threatens to interfere with the implementation of this MoU; and
- e. a suspension is deemed warranted by a fundamental change in the circumstances under which the MoU was agreed.

17.3. Any suspension shall be lifted as soon as the event or events which gave rise to the suspension are agreed by the Parties to have ceased to exist.

17.4. Any part of the development assistance, including contracts, projects or programmes implemented in connection with this MoU or any subsidiary MoU may be terminated or suspended by any of the Parties no less than sixty (60) days following the provision of written notice of intention to terminate or suspend provided by any Party.

17.5. Termination of the development assistance may include the termination of deliveries of any commodities not yet delivered; provided, however, that termination or suspension of the development assistance shall not affect irrevocable commitments to third parties.

17.6. Notwithstanding any termination, the provisions hereof shall remain in full force and effect with respect to assistance provided until the termination is in effect.

ARTICLE 18 Governing Law

18.1. This MoU shall be governed, interpreted and construed in accordance with the laws of the Republic of the Union of Myanmar.

ARTICLE 19 Settlement of Disputes

19.1. The two Parties shall strive to resolve amicably, under mutually agreed upon procedures, any differences relating to or arising out of the interpretation and execution of this MoU or, any specific program or project arrangement hereunder.

19.2. In the event of a dispute between the Parties (other than a matter to be resolved with Negotiations) concerning the interpretation of any provision of this MOU or the performance of any of the terms of this MoU, such matter or matters in dispute shall be finally settled and resolved in accordance with the Myanmar Arbitration Law 5/2016.

ARTICLE 20 Special Provisions

20.1. <Additional paragraphs requested by either Party>

ARTICLE 21 Entry into Force

21.1. This MoU shall enter into force for a period of <number> (<written number>) months commencing from the date of signing.

21.2. Not less than ninety (90) days prior to the expiry of this MoU, the Parties shall decide by mutual consent whether to seek an extension to this MoU.

IN WITNESS THEREOF, the undersigned, being duly authorised, sign this MoU in two equally authentic originals in the English language with each Party receiving one original copy.