

Standard Implementation MoU

ACTIVITY IMPLEMENTATION
MEMORANDUM OF UNDERSTANDING

between

<Department>

<Ministry>

The Republic of the Union of Myanmar

and

<Full PID Name>

PREAMBLE

This Memorandum of Understanding (MoU) is signed between the <Department> of the <Ministry> of the Republic of the Union of Myanmar (hereinafter referred to as the <Short Department Name> or Government Signing Authority) and the <Full PID Name>(hereinafter referred to as the <Short PID Name> or the PID Signing Authority) for the implementation of a <Full Activity Title> (hereinafter “The Activity”).

<Short PID Name> is an <short description of PID> headquartered in <location>, having been established there since <date>.

<Short PID Name> aims to work toward <short description of PID overall objective>. In Myanmar, <Short PID Name> seeks to <short description of PID objectives in Myanmar>.

For the purposes of The Activity, both the signing authority and <Short PID Name> desire work together in the areas of <Short Activity Description>.

With the signing of this MoU, on the basis of mutual trust and respect and in the spirit of cooperation, both parties agree to establish a framework for cooperation whereby <Short PID Name> shall extend support to <Short Department Name> in support of The Activity.

The Activity funds are expected to approximate USD <Budget>. A detailed description of the Activity, including a timeline, detailed budget and description can be found in Annex. These Annex are considered to be an integral part of this MoU.

ARTICLE 1

Applicability

1.1. This MoU shall be considered subsidiary to <reference any relevant higher-level MoUs/Agreements> and shall apply to this MoU accordingly. In the case of any dispute, the <reference any relevant higher-level MoUs/Agreements> shall take precedence.

ARTICLE 2

Responsibilities of the Government Signing Authority

2.1 The Government Signing Authority shall provide the following:

- a. Assist the PID Signing Authority in order to seek various approvals and clearances once deemed to be in accordance with the rules and regulations of the Republic of the Union of Myanmar.
- b. Assist in the smooth implementation of The Activity and related sub-activities to be planned and carried out in partnership with the PID Signing Authority.
- c. Fully engage in the supervision, monitoring and evaluation of The Activity and related sub-activities.
- d. Assist the PID Signing Authority with the issuance of visas and applications for stay permits in accordance with the rules and regulations of the Republic of the Union of Myanmar.
- e. Assist in the processing of travel authorisations where required, and to facilitating access to sites where The Activity is taking place within the framework of this MoU.

ARTICLE 3

Responsibilities of the PID Signing Authority

3.1 The PID Signing Authority shall provide the following resources to assist with the overall implementation of The Activity:

- a. All administrative issues, including management of the Activity, coordinated oversight and financial services;
- b. Materials, equipment and supplies (including shipping costs) to be used in the implementation of The Activity;
- c. Training inputs and logistical support for workshops and training sessions’
- d. Personnel assigned to The Activity including expatriate personnel and technical advisers;

3.2 The PID Signing Authority shall conduct its own accounting in accordance with generally accepted accounting procedures.

3.3 Books and records will be at all times accessible for inspection by authorised personnel nominated by the Government Signing Authority.

3.4 The PID Signing Authority shall purchase supplies as needed from within or outside of The Republic of the Union of Myanmar in accordance with delivery timeframes and cost effectiveness.

3.5 Purchases shall be made by the PID at the most economical price that PID Signing Authority can obtain.

3.6 The PID Signing Authority confirms that its stall shall not interfere in the internal affairs of the Republic of the Union of Myanmar and that it shall faithfully abide by the laws and regulations while performing duties in the implementation of The Activity.

3.7 The PID shall submit annual plans and regular reports to the authority in accordance with the Development Assistance Policy of the Republic of the Union of Myanmar.

3.8 The PID shall be permitted to establish offices to assist in the implementation of the Activity.

3.9 The PID shall handover any project related material to Government Signing Authorities at the end of the project.

ARTICLE 4

Execution of the Activity

4.1 The PID Signing Authority will implement the Activity in partnership with the Government Signing Authority in accordance with this MoU.

4.2 However, implementation may depend on the receipt of funds and other resources required to satisfactorily implement the Activity in accordance with stated goals and objectives and agreed timetable.

ARTICLE 5

Auditing

5.1 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 6

Monitoring, Evaluation and Reporting

6.1 In order to ensure the efficient implementation of the Activity, the Signing Authorities may choose to establish a Joint Implementation Committee, the terms of which shall be agreed separate to this MoU.

6.2 The PID Signing Authority shall provide reports to the Government Signing Authority on a bi-annual basis, or on an alternate timeframe to be jointly agreed, by the Signing Authorities. Reports shall include at minimum, a detailed description of the current status the Activity, the total budget spent overall and within the reporting period, and results achieved.

6.3 The PID Signing Authority shall provide a comprehensive final report to the Government Signing Authority no later than ninety (90) days following the completion of the Activity, or on an alternate timeframe to be jointly agreed.

ARTICLE 7

Indemnities

7.1 Both Signing Authorities shall be indemnified from any and all claims, losses or demands arising from any occurrence occasioned, whether in whole or in part, by any act, omission, fault, default or negligence by employees, agents, contractors or other personnel related to the implementation of the Activity.

ARTICLE 8

Confidentiality

8.3 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.

8.4 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 9

Intellectual Property

9.5 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.

9.6 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.

9.7 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.

9.8 Notwithstanding anything in paragraph 9.1 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 10 Entry into Force

10.1 This MoU shall come into force for a period of <number> years and <number> months commencing from the date of final signing.

10.2 This MoU may be amended by mutual consent and through an exchange of letters between the two Signing Authorities.

10.3 Sixty (60) days prior to the expiry of the MoU, the Signing Authorities may decide by mutual consent whether to extend cooperation under this MoU in accordance with guidance provided by the DAP.

10.4 Any difference and/or dispute which may arise between the Signing Authorities regarding the implementation of this MoU or the liability arising due to the breach thereof by any of the Signing Authorities shall be settled by the parties by mutual agreement.

10.5 Where consensus cannot be reached the DACU may be engaged by either party of to achieve resolution.

ARTICLE 11 Termination

11.1 This MoU may be terminated by either Signing Authority upon written notice to the other Signing Authority.

11.2 Termination shall occur sixty (60) days upon receipt of such a notice provided that such termination shall not affect the obligations of the Signing Authorities under this MoU in regard to liabilities incurred bona fide by either of them under this MoU prior to such termination.

11.3 The obligations assumed by the Signing Authorities shall survive the termination and/or expiration of this MoU to the extent necessary to permit the orderly withdrawal of personnel, funds and property of the PID Signing Authority, and permit the settlement of accounts between parties hereto.

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

<Name>
<Department>
<Ministry>
The Republic of the Union of Myanmar

<Name>
<Position>
<Full PID Name>

<Date>

<Date>