



**The Asia Foundation**



## Memorandum of Understanding (MOU)

### The Asia Foundation Bangladesh – XSPI

#### Project Opportunity Collaboration

This MOU is intended as a broad framework document to provide a collaboration mechanism specifically designed to identify The Asia Foundation Bangladesh development themes priorities of potential mutual interest to XSPI related Australian entities and to create proof of concept partnership pilot projects. The terms governing any agreed potential projects, including partnership guidelines, would be covered in a subsequent MOU.

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is made as of 23<sup>th</sup> day of August, 2021 between:

#### 1. Organizations to the Memorandum of Understanding

The Cross Sector Development Partnership Initiative (XSPI) is an Australian based initiative with an independent Advisory Council, Expert Network and Bangladesh Working Group. XSPI is hosted by Business for Development (B4D), an Australian not-for-profit entity and ACFID member. B4D (ABN 27 128 354 549) is located at 262 Lorimer Street, Port Melbourne, Victoria 3207. However, XSPI is independently funded and managed with its own Advisory Council (17 members), Steering Committee (7 members), Expert Network (31 members) and Bangladesh Working Group (9 members).

And

The Asia Foundation is a Development Partner of Bangladesh (D.O. No. TAP/15/AF/73/1394; dated November 8, 1974, with Ministry of Planning, Government of Peoples Republic of Bangladesh), (hereinafter referred to as “TAF”) has its registered office at Bangladesh House – 5, Road – 8, Baridhara, Dhaka 1212 Bangladesh.

(TAF and XSPI are collectively referred to as the “Parties” and individually a “Party”).

#### 2. Identity of the Organisations

##### 2.1 XSPI

XSPI is a unique Australian initiative dedicated to creating a collective impact approach to its contributions to international development across the Asia Pacific region. The approach is based on creating integrated cross sector partnerships across Australia’s business, NGO/NFP, government, philanthropy/private capital, and academia/health/medical research sectors. XSPI’s essential serves to catalyse, convene, and collaborate between Australia’s five key stakeholder sectors contributing to its international development efforts. XSPI’s objective to end 2021 is to create at least two partnership pilot projects with suitable host country partners in each of Melanesia, Southeast Asia and South Asia consistent with XSPI Partnership Pilot Project Guidelines. Each project must demonstrate alignment with the host country’s national development plan and related SDG framework. XSPI has resolved that Bangladesh is its priority South Asia Region country to create proof of concept partnership pilot projects. XSPI has adopted the following aspirational 2030 Vision, Pathway and Measures:

**Vision:** By 2030 Australia has created and successfully implemented a collective impact approach to Asia Pacific development. It is the development partner of choice and demonstrated Asia Pacific leader of transformation cross sector development partnerships. These provide mutual benefits and yield strongly increased, tangible development impact supporting the region's national development plans and related SDG aspirations.

**Pathway:** Australia achieved this by creating a Team Australia approach which successfully harnessed the collaboration power of its Business; Government; Philanthropic/ private capital; Academic/ health/medical research and NGO/NFP sectors. The partnership members shared a commitment to an agreed relevant underlying development concept (e.g., shared value, collective impact, inclusive business or shared purpose) and utilised a related international partnership framework.

**Measures:** Success will be measured by agreed qualitative and quantitative process and outcome metrics including: (1) commitment to development partnerships by Australian corporates operating in Asia Pacific, (2) measurable impact of Australia's collective development support, (3) increased project delivery and capacity building success, (4) greater development project funding levels, (5) stimulating other countries to adopt cross sector development models, and (6) alignment with host country development priorities.

## 2.2 The Asia Foundation

The Asia Foundation is a nonprofit international development organization committed to improving lives across a dynamic and developing Asia. Informed by six decades of experience and deep local expertise, our work across the region addresses five overarching goals—strengthen governance, empower women, expand economic opportunity, increase environmental resilience, and promote international cooperation. Headquartered in San Francisco, The Asia Foundation works through its network of offices in 18 Asian countries and in Washington, DC. Working with public and private partners, the Foundation receives funding from a diverse group of bilateral and multilateral development agencies, foundations, corporations, and individuals.

Our work remains as urgent and relevant today as was when we were established in 1954. Asia continues to face critical issues that threaten the aspirations of billions. Communities remain impacted by the lack of access to justice, by rising inequality, pervasive subnational conflicts, challenges of urbanization, violence against women, and a closing space for civil society. Left unaddressed, these challenges threaten Asia's many political and economic gains and undermine its future prospects. Learn more about the issues central to The Asia Foundation's programs and impacts.

**Vision:** TAF's vision is a peaceful, just and thriving Asia.

**Mission:** The Asia Foundation improves lives, expands opportunities, and helps societies flourish across a dynamic and developing Asia. We work with innovative leaders and communities to build effective institutions and advance pathbreaking reforms. Together with our partners, we are committed to Asia's continued development as a peaceful, just, and thriving region of the world.

**Values:** In an increasingly complex and changing world, we believe that a peaceful and engaged Asia is of critical global importance. These core values continue to define our work in the 21st century.

*Deep respect for local context.* We value local expertise and knowledge; we are immersed in the social, political, environmental, and economic realities where we work. Our approach is centered on the catalytic role that individuals, communities, and governments play in the development of their societies.

*Inclusion of differing views.* We believe in the importance of myriad views and perspectives; we encourage inclusive dialogue to help ensure everyone has a seat at the table. Our mission, people, and programs are defined by our commitment to equality, particularly for women and other marginalized populations.

*Innovative, agile thinking.* We value fresh, original ideas and we are known for our ability to identify and respond rapidly to issues and events affecting the places where we work. Our institutional culture encourages experimentation with new approaches and sharing the results through empirical research, expert analysis, collaboration with other organizations, and outreach.

*Trust, accountability, and partnership.* We value collaboration and believe that working closely with forward-thinking leaders can improve lives, governance, and policies. Our operations and programs reflect the integrity and dedication of our local and international staff of development professionals.

*Longstanding presence and commitment.* Since our founding in 1954, we have worked side by side with dedicated individuals and institutions to make history through far-reaching reforms and inclusive development. Our impact is grounded in our ability to combine a long-term, experienced perspective with our strong network and commitment to Asian progress.

### 3. Principles & Values

- 3.1 **Principles.** The Parties share mutual interests for a world free from all forms of discrimination where everyone has the opportunity to realize their potential. The Parties will develop a holistic strategy that draws on our respective strengths to achieve our mutual and individual organizational objectives.
- 3.2 **Values.** The relationship of the Parties shall be on the basis of shared values, including Integrity; Innovation; Inclusiveness; effectiveness.

### 4. Purpose

- 4.1 The purpose of this MOU is to create an initial collaboration phase to identify potential development project opportunities between TAF and XSPI. This phase will be informally called the "TAF – XSPI Project Opportunity Collaboration Phase".
- 4.2 This MOU is intended to provide a broad framework document for collaboration and to establish areas of mutual interest and related ways of working. It is restricted to being a statement of mutual intentions of the Parties to identify potential development themes and related projects., No further obligation by either of the Parties is implied.
- 4.3 This MOU does not preclude either organisation from working independently with other organisations and networks in Bangladesh engaged in any aspect of humanitarian relief and development efforts. However, both Parties shall be transparent about the establishment of these collaborations with any other organisation, as they affect the collaboration between the Parties pursuant to this MOU.

### 5. Responsibilities of the Parties

- 5.1 **Responsibilities of TAF.** TAF shall explore potential collaboration opportunities with the partner to identify a range of TAF priority development themes and related projects of agreed potential interest to XSPI related Australian entities. Any such project must align with TAF's vision and mission, Bangladesh's national development plan and related SDG priorities.
- 5.2 **Responsibilities of XSPI.** XSPI shall collaborate with TAF to identify a range of TAF's potential priority development themes and related projects of agreed potential interest to XSPI related Australian entities to comprise potential development projects. Any such project must align with Bangladesh's national development plan and related SDG priorities.

### 6. Period of Validity and Termination

- 6.1 This MOU shall be valid from August 15th, 2021 until one party elects to advise of its intention to terminate the MOU in accordance with the termination provisions in this MOU. Based upon any success of the collaboration, continuation or expanded scope pursuant to this MOU, the Parties either directly signatory to this MOU or others as agreed who are directly related to XSPI may enter into a formal agreement in writing signed by the Parties.
- 6.2 Any change or amendment to terms of this MOU shall be only in the form of a written amendment to this MOU signed by both Parties.
- 6.3 This MOU is not assignable or transferable by either Party, in whole or in part, except with the prior written consent of the other Party.
- 6.4 Either Party may terminate this MOU after providing 30 days' notice in writing signed by the Party with reasons for doing so to the other Party.

## 7. Operating Principles

7.1 **Ensuring Accountability in the Partnership.** Organizations engaged in this partnership agree to:

- (a) share relevant information with each other on a regular basis
- (b) take decisions together through formation of a joint TAF-XSPI Steering Committee comprising two members from each entity.
- (c) a procedure on how they will raise and handle complaints against each other in an appropriate way, through resolution by the TAF -XSPI Steering Committee.
- (d) regularly monitor and evaluate the quality of the partnership, and each other's agreed performance

7.2 **Staff Competencies.** Each Party agrees to:

- (a) ensure that staff who interact with its partners understand the partnership agreements between the Parties and each Party's obligations;
- (b) ensure that staff involved in the delivery of the partnership have the technical and behavioural competencies and attitudes to meet the Parties' joint commitments to the communities,
- (c) ensure that the partner understands and implements TAF safeguarding rules and procedures for keeping project participants safe;
- (d) develop a staff code of conduct (if not already in place) and safeguarding policy and procedure; and
- (e) implement and monitor partner staff codes of conduct.

## 8. Confidentiality

8.1 TAF and XSPI agree to share information about the partnership (including information on relevant safety and security risk) with each other.

8.2 During the course of the partnership, both Parties may be entrusted with confidential and proprietary information or one Party may otherwise learn of confidential or proprietary information belonging to the other Party. Unless authorized by the disclosing party, required by law, or through the expressed written consent of the other party each Party shall hold the confidential information of the other Party in confidence, using at least the same degree of care as the receiver uses to protect its own confidential information, during the term of this MOU and after termination or other cessation of this MOU.

8.3 Each Party shall comply with applicable data protection laws of Bangladesh at all times during the term of this MOU. Each Party shall use data, personal data and information provided only as strictly necessary as required under this MOU and maintain written records of all personal data and information received, accessed, collected, stored and processed by the Party. Any disclosure and sharing of a person's identifiable information or personal data shall require the prior consent in writing of the person.

## 9. Intellectual Property Rights

9.1 The Parties recognize the importance of intellectual property rights protecting the materials used for or resulting from the joint activities resulting from this MOU. This MOU does not grant the right to use materials belonging to or created by either Party. Each Party will retain intellectual property rights owned by either Party and in all materials developed and produced by its staff or consultants.

9.2 The Parties will enter into a separate agreement in writing on the ownership of any intellectual property rights that may arise in any work to be created by the collaborative activities to be undertaken pursuant to this MOU, at the time of agreeing on the work plan or the activities to be undertaken.

9.3 Neither Party shall employ or use the name or logo of the other Party in any promotional materials or advertising without the prior express permission of the other party.

## 10. Notices and contact persons

All notices and communications or requests in connection with this MOU shall be given to the parties in writing by registered post, by a nationally or internationally recognized courier service, by email or by hand. Scanned copies of signed notices sent by email shall be contemporaneously sent by any of the foregoing methods. Written notice shall be deemed to have been duly served if delivered in person to a party or if delivered by hand, on actual delivery date; if sent by registered post or by internationally reputable courier, upon receipt to the

address of the other party set out below, or at such other address as either party may in writing designate from time-to-time.

All notices and communications or requests for approval required under this MOU shall be submitted to:

<p><b>TAF</b></p> <p>Kazi Faisal Bin Seraj Country Representative, Bangladesh House - 5, Road - 8, Baridhara Dhaka 1212   Bangladesh E: faisal.seraj@asiafoundation.org</p>	<p><b>XSPI</b></p> <p>Dr. Dan Evans Chair Cross Sector Development Partnership Initiative (XSPI) 64 Aylmer Street, North Balwyn, Victoria, Australia 3104 E: evansaus@bigpond.com</p>
---	---

**11. Conflict resolution**

The Parties enter into this MOU in a spirit of mutual trust and intend that all unforeseen matters on issues that arise, as the relationship evolves, will be resolved with mutual understanding. In the event that there is a conflict, it shall be resolved in a peaceful and amicable manner. Every effort will be made to settle the matter through dialogue and negotiation and to accommodate the policies and intention of each other's respective board, donors and constituents. The decisions or outcome of these discussions shall be documented and signed by both parties.

**12. Review of the MOU**

This MOU shall be subject to review at the conclusion of an initial six-month duration to strengthen cooperation between the two organizations. The partners shall take turns in hosting and facilitating the review meeting which will be held through virtual communications technology unless mutually agreed.

<p><b>For TAF:</b> Kazi Faisal Bin Seraj Country Representative TAF Bangladesh Office 23<sup>rd</sup> August 2021</p>	<p><b>For XSPI:</b> Robert Dunn Convenor – Bangladesh Working Group Cross Sector Development Partnerships Initiative (XSPI) 23<sup>rd</sup> August 2021</p>
---	---

**13. No exclusivity or joint venture**

Each Party has the right, at any time and without any notice or duty to account to the other Party to enter into an agreement on the same or similar purpose of this MOU with any other individual or entity. In performing its obligations each Party is acting as an independent contractor of the others.

**14. Governing Law**

This non-binding Agreement shall be governed by, and construed in accordance with the laws of Bangladesh, without regard to its conflicts of laws, provisions and the courts of Bangladesh shall have exclusive jurisdiction to settle any dispute arising from or connected to this Agreement.

Signed for and on behalf of:

**TAF**

**Signature of Kazi Faisal Bin Seraj**



Name: Kazi Faisal Bin Seraj  
Title: Country Representative  
Bangladesh Office  
Date: 23<sup>rd</sup> August, 2021

Signed for and on behalf of:

**Cross Sector Development Partnership  
Initiative (XSPI)**

Name: Dr. Dan Evans  
Title: Chair – Cross Sector Development  
Partnerships Initiative (XSPI)  
Date: 23<sup>rd</sup> August, 2021