



## MEMORANDUM OF UNDERSTANDING

Between

The Government of the United Kingdom of Great Britain and Northern Ireland acting  
through the Department for International Development ("DFID")

and

**Development Gateway Inc** ("The Partner")  
together called "the Participants"

### **Better Data, Better Decisions**

Program ID: 300500

1. The participants have agreed to collaborate in order for their respective organisations to gain experience as well as practical support by skills and knowledge sharing.
2. The arrangements and the purpose for which this collaboration will operate are set out in this Memorandum of Understanding (MoU) and the corresponding Business Case, collectively referred to as "this Arrangement".
3. The collaboration will involve no commitment of external expenditure by DFID. Expenses incurred by the partner will be fully covered by their own funding. Their participation in the project is funded by a grant from the Bill and Melinda Gates foundation.

'The project has been operating on an informal basis since the 1<sup>st</sup> of May 2017. This MoU comes into effect on 24<sup>th</sup> of November 2017. The project is expected to end on 30 October 2018.

### **Disbursement and Reporting**

4. The Partner will provide DFID with monthly progress reports on the execution of the projects and programmes.

### **Undertakings of the Partner**



5. The partner undertakes to pay expenses in connection with the services of its employees while working on the project, including salary, relocation and repatriation costs, and allowances and other benefits to which he/she is entitled.
6. The partner undertakes to provide its employees working on the project with adequate medical and life insurance coverage for service-incurred illness, disability or death, when engaged in duties, during the entire period of service under this arrangement. The partner will require its employees working on the project to obtain adequate insurance for family and him/herself when not engaged in his duties under this arrangement.
7. DFID will assist with the process of obtaining entry visas and/or work permits for the partner employees working on the project.
8. Costs incurred by the Partner employees working on the project undertaking official travel in the discharge of his/her function will be paid by the Partner. Cost incurred by the Partner employees working to attend consultations with the Partner outside of agreed duties will be fully covered by the Partner.
9. The Partner will undertake to respect the impartiality and independence of DFID and will neither seek nor accept instructions regarding the services performed under this Agreement from any authority external to DFID.
10. The Partner employees will exercise the utmost discretion in all matters relating to their function within the project and will not communicate, at any time, without the authorisation of DFID to the media or to any institution, person, Government or other authority external to DFID any information that has not been made public, and which has become known to them by reason of their association with DFID. They will not use any such information without the written authorisation of DFID and in any event, such information will not be used for personal or organisational gain. These obligations do not lapse upon expiration of this Agreement or the term of the project.
11. Should the Partner or DFID wish to call on their employees time, this will be done by consultation and mutual agreement of both the Participants.





### **Undertakings of DFID**

12. DFID will be responsible for the day-to-day management of the project within DFID.
13. DFID will provide the Partners employees with office space, reasonable support, and other resources necessary to carry out the tasks assigned.
14. DFID will provide the Partners with access to organisational systems along with the necessary equipment for remote working.

### **Confidentiality and Conflict of Interest**

15. With specific regard to issues of confidentiality and conflict of interest, the Partner gives an assurance to DFID that:

- i. Partner employees working on the project shall not engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Agreement.
- ii. The partner shall notify DFID immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided

16. Personnel will not engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Agreement. This may mean (to the extent set out herein), exclusion of personnel involved in this piece of work from the monitoring or assessment of programmes for which The Partner have successfully applied for funding from DFID.

17. It is also agreed that for the duration of the secondment, Partner employees working on the project may be required, (to the extent set out herein) to withdraw and excuse himself/herself from any involvement in matters between The Partner and DFID where there is or may be a conflict of interest between the Parties or that relate to funding and the award of monies by DFID. This requirement may include a restriction on their access to information specifically relevant to those matters.





18. The Partner hereby gives its assurance to DFID that it has not taken nor will it take any improper advantage arising from this role and the execution of duties and responsibilities while it works in partnership with DFID. The Partner shall notify DFID immediately of any actual or potential conflict together with recommendations as to the how the conflict can be avoided.

19. In turn, DFID will use all reasonable endeavours to ensure that the delivery of the objectives and the personnel working in this area are managed such that confidentiality is protected and conflicts of interest should not arise.

20. Partner employees working on the project will ensure that to the best of their ability that in the course of carrying out the work DFID asks him to do there will be no conflict of interest that will cause either embarrassment to, or difficulties for, themselves or either Party.

21. When Partner employees are assigned a specific piece of work by DFID they will be asked to consider whether they are aware of any conflict of interest that might arise due to their involvement with DFID and/or The Partner. If they either have or have had an interest in the relevant area or if they are concerned that a conflict of interest may arise, then they should advise their DFID contact who will determine whether or not it would be proper or appropriate for them to perform the relevant work on behalf of DFID. The Partner employee will abide by the decision of DFID. The partner employee will agree that checks may be made by DFID to ascertain whether it is involved in the relevant subject area.

22. Potential conflicts of interest that rise for both Parties shall be monitored by the responsible officer for each Party and, in the case of DFID, registered within the departmental risk register / managed as appropriate.

23. DFID will usually seek to obtain value for money through open competition, but must also prevent the organisation obtaining any improper advantage. This MoU creates the potential for advantage, through the personnel's influence on future work for which The Partner may wish to bid. However, it is recognised that measures intended to avoid such risks could jeopardise the achievement of appropriate optimal outcomes, by (for example) unnecessarily distorting competition or placing inappropriate restrictions on an already limited market place.

24. Notwithstanding that The Partner may wish to bid for work, the personnel may be involved with developing associated new projects or programmes up to and including aspects of the business





development case without restriction.

25. Where the Partner employees involved in the project have been involved with developing new projects or programmes beyond aspects of the Project Business Development Case Stage, The Partner will be eligible to bid for work but:

- i. The Partner employee must be excluded from being part of or consulted by the The Partner's team preparing its bid for those projects or programmes; and
- ii. The Partner employee may not, directly or indirectly, communicate to The Partner or its bidding team any information concerning the relevant project that is not simultaneously made available to other bidders or potential bidders, unless DFID considers such information will not confer any advantage in the tender process
- iii. The foregoing restrictions shall also apply to any parent organisation to which The Partner employee may transfer or have agreed to transfer, or which may offer any form of employment or engagement to The Partner employee.
- iv. The Partner employee may not be involved in the monitoring or performance assessment of any programme for which The Partner has been funded following the award by DFID of a contract
- v. DFID will use all reasonable endeavours to ensure that information pertaining to any DFID programme in which The Partner has an interest or is judged to have a potential future interest and where possession of such information may confer any advantage in the tender process, will not be made available to The Partner's unless it is simultaneously made available to all bidders or potential bidders.

26. In the context of these principles, and based on transparency and equality of treatment in these matters, all partner employees and DFID personnel will agree with their reporting individuals the principles to enable proper interaction and dialogue to continue to take place between DFID and The Partner.



### **Accountability and Indemnity**

27. DFID will not be responsible for the activities of any person, organisation or company engaged by its agencies as a result of this Memorandum, nor will DFID be responsible for any costs incurred by its agencies in terminating the engagement of the aforementioned persons, organisations or companies.

### **Communication and Branding**

28. Partners may use the DFID and UK aid logo in conjunction with other donor logos, and where the number of donors to a programme or project is such as to make co-branding impractical, acknowledgement of any funding from DFID should be equal to that of other co-donors making contributions of equivalent amounts to the programme or project.

### **Intellectual Property**

29. Intellectual property developed in all material (including, but not limited to, reports, data and designs, whether or not electronically stored) produced by the Partner or its personnel, members or representatives in the course of this project ("the Material") will be the property of the Partner.

30. In signing this arrangement the Partner hereby grants to DFID a worldwide, non-exclusive irrevocable and royalty-free licence to use all the Material, where "use" shall mean, without limitation, the reproduction, publication and sub-licence of all the Material and the intellectual property therein, including the reproduction and sale of the Material and products incorporating the same, for use by any person or for sale or other dealing anywhere in the world.

### **Fraud and Corruption**

31. DFID and the Partner will immediately and without undue delay inform the other participant of any event which interferes or threatens to materially interfere with the successful implementation of the project, whether financed in full or in part by DFID, including credible suspicion of or actual fraud, corruption or any other financial irregularity or impropriety.





32. DFID have an expert fraud investigation unit, that should be contacted in the first instance at [fraud@dfid.gov.uk](mailto:fraud@dfid.gov.uk) or +44 (0)1355 84 3747. All suspicions will be treated with the upmost confidentiality.

33. DFID and the Partner have a zero tolerance approach towards fraud and fraudulent behaviour that may lead to the misuse of funds and agree in principal to recover such funds. The Partner will, at first, take timely and appropriate action to investigate credible allegations of fraud, however both participants will fully co-operate with investigations into such events, whether led by the Partner or DFID.

34. In the event of any credible indications that UK funds may have been subject to fraud, DFID, may, at any time during the period of this arrangement and up to five years after the end of the programme, arrange for additional fraud investigations, on-the spot checks and / or inspections to be carried out. These may be carried out by DFID, or any of its duly authorised representatives.

35. DFID reserve the ability to recover funds that have been subject to a proven fraud and will work with the Partner to do so. Where fraudulent or unethical activity is alleged, DFID reserve the ability to suspend or terminate funding with immediate effect, in preference to the standard notice period and irrespective of any contractual requirements.

36. Consistent with numerous United Nations Security Council resolutions including S/RES/1269 (1999), S/RES/1368 (2001) and S/RES/1373 (2001), both DFID and the Partner are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of DFID to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the Partner undertakes to use reasonable efforts to ensure that none of the DFID funds provided under this arrangement are used to provide support to individuals or entities associated with terrorism.

### General Termination

37. If DFID or the Partner become concerned that the provisions of this MoU have not been fulfilled by the participants, or if any activities occur which in either participants opinion will significantly impair the development value of the project, DFID and the Partner will discuss and form an assessment. DFID and/or the Partner may then take any of the following actions:

- Signal a possible future response



- Stop the collaboration under the termination provisions set out within this arrangement

38. Both Participants will at first negotiate in an attempt to resolve any issues that might arise throughout the project. However, this Arrangement can be terminated, at any time, by three months' written notice by either participant.

### **Additional Provisions**

39. Programme assets, specifically identified to be procured under the provisions of this arrangement will be operated and controlled by the Partner for the duration of the programme. The operator will be accountable to DFID for the appropriate use and control of these assets, in line with project objectives. Ultimate ownership of programme assets, after project completion, will be decided in writing by all participants'.

40. If this arrangement is acceptable to the Partner it will place on record the understanding of the Participants and will come into operation on the date of signature below.

41. In the event of translation the English text of this document will prevail. Any amendments to the provisions contained within this Memorandum will be set out in writing and approved by the authorised personnel through DFID's standard amendment letter or, where significant, a revised MoU.





Department  
for International  
Development



Signed on behalf of DFID:

Name: NEIL JACKSON

Position: CHIEF STATISTICIAN

Address/Contact Details: DFID ABERCROMBIE HOUSE, EAST KILBRIDE  
G75 8EA UK

Date:

28 November 2017

Signed on behalf of Development Gateway:

Name: Joshua Powell

Position: Deputy Chief Executive Officer

Address/Contact Details: 1110 Vermont Ave NW, Washington DC 20005

Date: November 21, 2017

1. The first part of the report is a description of the project and its objectives. This section should be written in a clear and concise manner, using simple language that is easy to understand. It should also include a brief overview of the project's history and the current status of the work.

2. The second part of the report is a description of the methods used in the study. This section should be written in a clear and concise manner, using simple language that is easy to understand. It should also include a brief overview of the project's history and the current status of the work.

3. The third part of the report is a description of the results of the study. This section should be written in a clear and concise manner, using simple language that is easy to understand. It should also include a brief overview of the project's history and the current status of the work.

4. The fourth part of the report is a description of the conclusions of the study. This section should be written in a clear and concise manner, using simple language that is easy to understand. It should also include a brief overview of the project's history and the current status of the work.

5. The fifth part of the report is a description of the recommendations of the study. This section should be written in a clear and concise manner, using simple language that is easy to understand. It should also include a brief overview of the project's history and the current status of the work.

6. The sixth part of the report is a description of the future work. This section should be written in a clear and concise manner, using simple language that is easy to understand. It should also include a brief overview of the project's history and the current status of the work.