

MEMORANDUM OF AGREEMENT
Between
The International Bank for Reconstruction and Development (the
World Bank), The International Finance Corporation and The
Multilateral Investment Guarantee Agency
And
[[The Business Intermediary Organization]]

WHEREAS, the International Bank for Reconstruction and Development (the World Bank), the International Finance Corporation (IFC), and the Multilateral Investment Guarantee Agency (MIGA), (hereinafter collectively referred to as the “Organizations”) seek to stimulate private sector participation and investment in their member countries;

WHEREAS, the [[Business Intermediary Organization]] (herein referred to as “BIO”) seeks to serve its constituency of private sector businesses in [[Country]] by promoting trade and investment in emerging markets;

WHEREAS, the Organizations, on the one hand, and BIO on the other hand, desire to cooperate in executing activities conducive to the development of the private sector in the Organizations’ developing member countries;

NOW THEREFORE, the Organizations and BIO undertake to deepen their collaboration in order to achieve common objectives to promote both trade and investment in the Organizations’ developing member countries through the appointment by BIO of a **Private Sector Liaison Officer (PSLO) to the World Bank Group** to liaise with the Organizations’ respective [[Country]] Office.

- The PSLO will be responsible for coordinating activities in [[the Country]] with the various local business intermediary organizations such as the chambers of commerce and industry, business associations, investment and export promotion agencies and other regional and national economic institutions.
- In particular the PSLO will be responsible for:
 - (i) Preparing an action plan with the Organizations’ respective Country Offices. The action plan will be prepared annually at the commencement of the Organizations’ fiscal year.
 - (ii) Providing information about the Organizations’ products and services.
 - (iii) Organizing seminars for parties interested in trade and investment in emerging markets.
 - (iv) Identifying companies interested in emerging markets.

- (v) Arranging meetings between companies interested in emerging markets and the Organizations' respective Country Offices.
 - (vi) Follow-up with the potential investors on the status of their projects.
 - (vii) Acting in accordance with the Code of Conduct attached hereto as Annex A.
- The PSLO should be a talented and energetic person with business background and a minimum of five years of relevant professional experience. The PSLO should have excellent organizational and communication skills, excellent knowledge of the [[Country]] business community, be internationally minded and fluent in English.
 - The PSLO position will be financed by BIO who will provide terms of reference and other relevant information. The PSLO shall be employed by and work for the BIO, with the title "Private Sector Liaison Officer to the World Bank Group". The logo of the World Bank or members of the World Bank Group shall not appear on the PSLO business card. The PSLO official duty station will be the office of BIO, in [[the Country]].
 - BIO will ensure that the PSLO has read and signed the Code of Conduct attached hereto as Annex A. The BIO will deliver a signed copy to the WBG prior to the PSLO commencing work.
 - BIO will bear the cost of any official travel undertaken by the PSLO in connection with this assignment. BIO will also bear the cost of office space, secretarial and communication expenses required for the position.
 - The PSLO will receive training twice a year, once in Washington, and once in the Organizations' field offices. In addition, the PSLO will be provided with access to sources of information relevant to his work in accordance with the Organizations' information disclosure policies.
 - If the PSLO or any other employee of BIO receives confidential information from the Organizations, they agree that they will not disclose that confidential information to any other person or organization without the prior approval of the Organizations.
 - This Memorandum will be reviewed annually and renewed subject to the consent of the Organizations and the BIO. It may be canceled by the World Bank, IFC, MIGA or BIO with at least sixty (60) days' prior notice in writing to the others. The parties will consult with each other prior to such notice being given.

IN WITNESS WHEREOF, the Organizations and BIO each acting through its authorized representatives, have signed this Memorandum of Agreement in the Country on this [[date]], 2005.

The PSLO Host Organization

The World Bank Group

ANNEX A TO THE MOA - CODE OF CONDUCT

1. A PSLO will always behave professionally with the highest ethical standards.
2. A PSLO will have a genuine interest in development issues and be a strong advocate of the WBG mission of poverty reduction and sustainable development.
3. A PSLO will be service oriented and respond in an appropriate manner to requests from WBG staff or local companies. A PSLO will know exactly who to liaise with at the WB, IFC and MIGA.
4. A PSLO will contact WBG local counterparts on a monthly basis in order to share work in progress. A PSLO will also keep local WBG counterparts informed of relevant interactions with other WBG colleagues.
5. A PSLO must be willing to commit to serve for an initial period of three years. A PSLO who wishes to resign must provide ample notice to the host organization and support to the replacement PSLO to ensure continuity in the work program.
6. The PSLO training is compulsory. A PSLO will participate in at least two training seminars each year to remain current on WBG activities and programs. The PSLO will aim to dedicate from 10% to 50% of his/her time to WBG activities.
7. A PSLO understands and agrees that he/she is employed by and reports to the business intermediary organization and not the WBG. A PSLO will not represent or imply that he/she is employed by the WBG, or that he/she is an exclusive means of contact with the WBG. The PSLO shall use the title “Private Sector Liaison Officer to the World Bank Group” and may not use WBG logos on business cards. A PSLO may use graphic and text materials developed and provided by WBG for promotion of PSLO activities. Behaving in any manner that creates reputational or financial risks for the World Bank Group is explicitly prohibited and may lead to immediate termination of the MOA.
8. A PSLO understands and agrees that he/she is not an agent of the WBG and may not speak on behalf of the WBG. Confidentiality on WBG matters is required when working on sensitive issues.
9. A PSLO will not accept any remuneration, benefit, favor or gift of significant value from any companies benefiting from their advice on WBG opportunities and may not take or hold any interest in any transaction with the WBG, unless such interest is disclosed to and approved by the WBG in writing.
10. A PSLO will work in collaboration with all other business intermediary organizations operating in the country and interested in accessing WBG products & services.

Agreed _____
Private Sector Liaison Officer, for [[name of BIO]]