

MEMORANDUM OF UNDERSTANDING BETWEEN



AND



International Bank for
Reconstruction and Development

National Institute of Development
Administration

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1. The International Bank for Reconstruction and Development (the World Bank) and the National Institute of Development Administration hereafter referred to as “the Parties”, have agreed to the signing of this Memorandum of Understanding (MOU) which represents a statement of intent by the Parties to work together, and outlines the basis and modalities for collaboration and joint activities in areas of mutual interest.
 2. The objective of this MOU is to provide a framework within which the Parties can develop and undertake collaborative activities and projects; to establish a program of technical cooperation; and disseminate and share knowledge in the fields of right to information, transparency in the public sector and governance.
 3. The Parties have mutually identified and intend to conduct the following generic forms of collaboration:
 - Assessment related to implementation of Thailand’s Official Information Act of 1997 across the structure established to implement the law;
 - Review and research activities related to fostering greater transparency and accountability in the public sector;
 - Development of peer-to-peer knowledge sharing partnerships between the parties; and
 - Additional activities as may be identified and mutually agreed upon.

4. Without impinging on the understandings of either Party, nor upon their respective independence, the Parties intend to consider ways in which to:
 - (a) share agendas, knowledge and ideas, and plan joint activities in areas of common interest;
 - (b) utilize and leverage their existing resources and facilities to mutual advantage and benefit;
 - (c) maximize the impact of their respective activities through working in partnership; and
 - (d) improve the integration of related activities.
5. It is intended that the terms of reference and budget for any activity implemented under this MOU will be agreed to by discussion between the Parties.
6. Any differences arising out of the interpretation of this MOU shall be settled amicably between the Parties.
7. Both Parties intend to identify a focal point(s) at their respective organization to be responsible for coordinating all joint activities to be undertaken within the scope of this MOU.
8. This MOU may be modified at any time by the mutual consent of the Parties and may be terminated by either Party on the provision of three months' prior notice in writing to the other Party.
9. This MOU is not intended to modify, or create any obligations contrary to the legal and policy framework of the World Bank Group and that of the National Institute of Development Administration. In the event there is an inconsistency between this MOU and the legal and policy framework of the World Bank Group or that of the National Institute of Development Administration, the legal and policy framework of the respective institution prevails.

10. Nothing contained in this Memorandum or any action taken by the Parties pursuant to this Memorandum shall create or be construed to imply any agency, partnership, joint venture or fiduciary relationship between the Parties

11. This MOU was prepared and signed without prejudice to the privileges and immunities of the World Bank Group, which are specifically reserved.

12. This MOU is effective as of the date on which representatives of both Parties affix their signatures to it and on gaining the approval of the OPDC commissioners, and is valid for a period of two years. The MOU may be renewed with the mutual consent of both Parties upon completion of the previous period.

**For the International Bank for
Reconstruction and Development**

**For the National Institute of
Development Administration**

Ms. Annette Dixon

Country Director

Date:

Dr. Sombath Thamrongthanyawong

President

Date: