

MEMORANDUM OF UNDERSTANDING  
BETWEEN



AND



**International Bank for  
Reconstruction and Development  
(the World Bank)**

**Office of the Public Sector  
Development Commission  
(OPDC)**

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1. The International Bank for Reconstruction and Development (The World Bank) and the Office of the Public Sector Development Commission, 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 public sector reform and governance.

3. The Parties have mutually identified and intend to conduct the following generic forms of collaboration:

- Capacity building initiatives, possibly including “on-the-job” training activities for OPDC personnel;
- National, regional and international seminars, fora and symposia;
- Review and research activities related to public sector management issues;
- Development of peer-to-peer partnerships; 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;
- (d) Improve the integration of related activities; and
- (e) Pool resources and expertise, including possible cost sharing, and fee for services arrangements, as appropriate and mutually agreed.

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. As the Parties recognize the importance of jointly monitoring and evaluating the collaborative activities undertaken pursuant to this MOU, it is intended that an output-to-outcome monitoring and evaluation framework be jointly developed and agreed upon by the Parties. An element of this framework would be an annual Action Plan, endorsed by both Parties, for the collaborative activities to be conducted in each twelve-month period covered by this MOU. The Action Plan for the initial twelve-month period is attached to this MOU.

7. Any differences arising out of the interpretation of this MOU shall be settled amicably between the Parties.

8. The Parties recognize the importance of protecting and respecting intellectual property rights and intend: (a) that any knowledge or information shared remain confidential, and (b) to mention the specific arrangements for the use and protection of intellectual property in each exchange of letter for a joint activity.

9. 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.

10. 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.

11. 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 Office of the Public Sector Development Commission. 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 Office of the Public Sector Development Commission, the legal and policy framework of the respective institution prevails.

12. 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

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

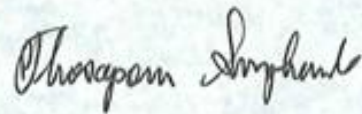
14. This MOU is effective as of the date on which representatives of both Parties affix their signatures to it and on gaining the approval of the OPDC commissioners, and is valid for a period of two years. The MOU may be renewed with the mutual consent of both Parties upon completion of the previous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

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



Ms. Annette Dixon  
Country Director  
Date: August 6, 2009

**For the Office of the Public Sector  
Development Commission**



Mr. Thosaporn Sirisumphand  
Secretary-General  
Date: August 6, 2009

### ACTION PLAN

Activities	Place	Year 2009					Year 2010						
		Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
<b>1. Capacity Building Initiatives</b>													
1.1 On-the-job training for OPDC personnel – cost borne by OPDC	World Bank (DC)		← (1) →					← (2) →					
1.2 Joint participation in seminars/workshops/conference arranged by the World Bank or OPDC – cost of OPDC staff borne by OPDC, identification of workshops/seminars by WB	BKK / Abroad					Tentative							
<b>2. Knowledge Exchange and Sharing</b>													
2.1 Tele conference meeting on selected issues related to public sector management – arranged by the WB	World Bank	*			*			*			*		
2.2 Inviting overseas experts including the Global Expert Team on public sector reform to provide assistance and peer review of selected issues	OPDC							← →					
2.3 Web link-up between OPDC and WB-Public Information Center		← →											
<b>3. National, Regional and International Seminars, For a and Symposia</b>													
3.1 Co-host International Conference – timing and venue to be discussed and decided	BKK					Tentative							
<b>4. Review and Research activities</b>													
4.1 Issues note on Public Sector Reform in Thailand KPI's in context of the Role of the State	OPDC		← →										
4.2 Research on Good Governance Indicator in context of the WB Governance Partnership Facility	OPDC						← →						