

Memorandum of Understanding
Between
Access to Information (A2I)
Programme, Prime Minister's Office
&
Bangladesh Bureau of Statistics (BBS)

MEMORANDUM OF UNDERSTANDING



Article 1: General Terms and Conditions

1. Parties to the Agreement

This MEMORANDUM OF UNDERSTANDING (MoU) is recorded on 15 November 2010 between:

Bangladesh Bureau of Statistics (BBS), Statistics Division, Ministry of Planning, Government of Bangladesh, having its office at Parishankhan Bhavan, E-27/A Agargaon, Sher-e-Bangla Nagar, Dhaka being represented by its Director General of the ONE PART, Bangladesh.

AND

Access to Information (A2I) Programme, Prime Minister's Office, with assistance from UNDP being represented by its National Project Director (NPD) of the OTHER PART, Bangladesh.

The parties shall be referred to as "Parties" collectively and "Party" individually henceforth.

WHEREAS the Parties wish to jointly and collaboratively work on implementing "National Population Register (NPR)" Project to ensure citizens right to information and to enhance the security of the country, better service for the social safety net beneficiaries, e-Governance etc. by incorporating and applying ICTs.

2. Overview of the Parties

2.1 Bangladesh Bureau of Statistics (BBS): Bangladesh Bureau of Statistics was formed in 1972 by integrating two offices, namely, Regional Central Statistical Office of Bangladesh area, established in 1951 and Provincial Bureau of Statistics, established in 1953. BBS is the main source of official statistics in Bangladesh and is accountable to and liable for acquiring, processing, preserving and publishing all types of statistical data. Before developing a comprehensive National Identity Database (NPR) which will be an authentication platform to provide online verifications of Bangladesh citizens to the government, private and corporate sectors for bringing in transparency, validation, elimination of fraud and forgery. A pilot survey to be conducted for data collection to build up a database which will be used as reference for conducting final operation for NPR.

2.2 Access to Information (A2I) Programme, Prime Minister's Office: e-Governance, being a strategic outcome, relates to redesigning the administrative processes to ensure more transparency, efficiency, and service-orientation. Like most other process innovation, e-Governance requires top-level leadership and system wide buy-ins. A2I is an e-Governance umbrella initiative at the Prime Ministers' Office to plan and coordinate the ongoing and future activities across various ministries, divisions and agencies of the government to utilize ICTs as a tool. The project provides knowledge and technical advisory assistance directly to the Prime Minister's office, other Ministries/Divisions and Directorates.

Sd/-

[Signature]

2.3. Ownership of the Initiative

Both parties will own the overall initiatives sharing knowledge and financial responsibilities:

According to pilot budget (Annexure-I), economic code 4880, 4842, 4883, 4801, 4886, 4888, 4899, 4893 will be maintained by BBS, the sum of taka 8.00 lakh against those economic codes will be transferred to BBS by A2I Project. Bangladesh Bureau of Statistics (BBS) will be responsible for conducting the above functions and related expenditure will be operated by them.

2.4. Responsibilities of the Parties

BBS is responsible for:

- Preparation of Development Project Proposal (DPP) for NPR.
- Design of machine readable questionnaire and data collection of all citizens from field level through ICR form.
- Data processing and developing a comprehensive identity database in the country, which would help in better targeting of the benefits and e- services under the government scheme / programmes.
- Translate into Bengali the names of all citizens existing in the developed database.
- Assigning a Unique Identification Number of each enumerated citizen in the country.
- Resending the accumulated data into the field for checking and collection bio-metric information, so that cleaned database along with UID number may form the final NPR database.
- Editing the database with bio-metric information developed in Phase-I.
- Conducting pilot survey in two phases.
- Appointing field functionaries, namely, co-ordinators, supervisors, Enumerators etc.
- Document the whole process

A2I is responsible for:

- Appoint a focal person to supervise and coordinate the process of NPR
- Arranging the required budget necessary for pilot survey of Phase-I and Phase-II operations of the NPR project (Detailed budget in Annexure – I).
- Providing technical & methodological support to this project.
- Imparting advisory assistance for arranging workshop/seminar.

2.5. Financial Audit

The activities carried out under this initiative will be audited by rules and procedures of respective Parties.

2.6. Maintenance of the MoU:

Any changes or modifications within the scope of this agreement shall be made in writing through discussions in a meeting held among the Parties. Key officials are the primary points of contact and are responsible for implementing the provisions of this agreement. The Key Official for each party will be designated by the Signatory Official as the representative for that Party.

[Signature]

[Signature]

2.7. Monitoring and Supervision

The appointed focal persons of both parties will be responsible for monitoring and supervision of this initiative at their own ends

2.8. Duration of Agreement

This Agreement will remain valid for **six months** from the date of signing. This Agreement may be renewed at the end of this duration at agreed terms and conditions.

2.9. Termination of Agreement

This Agreement may be terminated by any of the Parties prior to its expiration date provided that a 30 working days written notice is provided and upon settlement of all outstanding responsibilities as detailed in this Agreement. The outstanding responsibilities will include completion of any ongoing activities that are due within the 30 working days from the date of written notice and all corresponding payments to each other, if any.

Article 3: Miscellaneous Provisions

3.1. Governing Law

This Agreement shall be construed, governed and enforced in accordance with the laws of the People's Republic of Bangladesh.

3.2. Sub-Contract and Assignment

None of the Parties shall sub-contract or assign any portion of its responsibilities defined under this Agreement to any other Party without prior written consent from the other Parties.

3.3. Relationship of the Parties

Nothing in this Agreement shall create any association, partnership or joint venture between the Parties hereto; it being understood and agreed that the Parties are independent organizations and none shall have any authority to bind any other in any way.

3.4. Liability

None of the Parties shall be liable for any indirect, punitive, consequential or other special damages, including lost profits, whether in an action based on contract, warranty, strict liability, tort (including negligence) or otherwise, even if such Party has been informed in advance of the possibility of such damages or such damages could have reasonably been forgiven by such Party.



3.5. Surviving Rights

The Articles of this Agreement shall survive the expiration or termination of this Agreement for any reason whatsoever to the degree necessary to permit their complete fulfillment or discharge.

3.6. Amendment

This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all Parties.

3.7. Invalidity of Particular Provisions



If any provision of this Agreement is invalid or unenforceable by reason of any rule of law, administrative order or judicial decision, all other provisions of this Agreement shall remain in full force and effect.

3.8. Logos

The outputs produced under this Agreement such as any text or computer-based material, user manual, monitoring and evaluation framework, research report among others – will bear the logos of the Government of the People's Republic of Bangladesh, BBS and UNDP Bangladesh.

3.9. Telefax/Electronic Signatures

All Parties acknowledge and agree that notwithstanding any law or presumptions to the contrary a telefaxed and/or electronic signature of either Party whether upon this Agreement or any related document shall be deemed valid and binding and admissible by all Parties against the other as if same were an original ink signature.

| Bangladesh Bureau of Statistics(BBS) | A21, Prime Minister's Office |
|---|--|
| By:  |  |
| Name: <u>MD. SHAHJAHAN ALI MOLLAHA</u> (Print or Type) | Name: <u>Md. Nazrul Islam Khan</u> (Print or Type) |
| Title: <u>Director General</u> | Title: <u>National Project Director</u> |
| Date: <u>15-11-2010</u> | Date: <u>15-11-2010</u> |
| <i>Director General with seal and date</i> | <i>National Project Director with seal and date</i> |

**Budget
for
National Population Register (NPR) Piloting,**

(in lakh Tk.)

| SL No. | Economic Code | Items | Qty | Budget | Remarks |
|---------------|---------------|---------------------------------------|-----|--------------|---------|
| 1 | 4880, 4842 | Training/Workshop/Seminar | - | 1.48 | |
| 2 | 4883 | Remuneration of Enumerator/Supervisor | 29 | 0.87 | |
| 3 | 4801 | TA/DA for Enumerators | 20 | 2.40 | |
| 4 | 4886, 4888 | Survey kits | - | 0.19 | |
| 5 | 4899 | Miscellaneous | - | 0.50 | |
| 6 | 4893 | Bio-metric Data Collection | - | 2.56 | |
| 7. | 4886, 4888 | Bio-metric equipment | | 14.00 | |
| Total: | | | | 22.00 | |

(Twenty two lakh Taka only)