

MEMORANDUM OF UNDERSTANDING

BETWEEN

**BANGLADESH ATOMIC ENERGY REGULATORY AUTHORITY
MINISTRY OF SCIENCE & TECHNOLOGY
GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH**

-AND-

ACCESS TO INFORMATION (A2I) PROGRAMME

DECEMBER 2015

MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is signed at Dhaka, Bangladesh on the 9th day of December, 2015 to set the framework of co-operation between the following parties:

- 1. Bangladesh Atomic Energy Regulatory Authority, Ministry of Science and Technology, Government of the People's Republic of Bangladesh** (hereinafter referred to as "**BAERA**") having its office at Authority Bhaban, E-12/A, Shaheed Shahabuddin Shorok, Agargaon, Dhaka-1207 which expression shall unless repugnant to the context mean and include its successors and assigns of the **FIRST PARTY**.
- 2. Access to Information (a2i) Programme**, having its office at the Prime Minister's Office, Old Sangshad Bhaban, Tejgaon Dhaka-1215, (hereinafter referred to as "**a2i**") which expression shall unless repugnant to the context mean and include its successors and assigns of the **SECOND PARTY**.

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

1. PURPOSE OF THE MOU:

This MoU acknowledges shared goals between the parties around facilitating the upbringing of innovation, nurturing them into prototypes, supporting their implementation, and tagging them with relevant scale up partners. The MoU also identifies specific areas where the parties can benefit from combining their resources and expertise.

2. THE SERVICE AND INITIATIVES:

- a. Create opportunities for innovation in the delivery mechanism for public services within the scope of BAERA.

3. RESPONSIBILITIES AND OBLIGATION OF THE PARTIES

3.1. Bangladesh Atomic Energy Regulatory Authority, Ministry of Science and Technology, Government of the People's Republic of Bangladesh

- 3.1.1. BAERA will collaborate with a2i in bringing about innovation in their public service delivery mechanism, and the scope will be jointly decided.
- 3.1.2. BAERA will provide necessary facilities and support to test any radioactive devices or equipment and certify if necessary.

3.2. Access to Information (a2i) Programme

- 3.2.1. a2i will collaborate with BAERA in bringing about innovation in the public service delivery mechanism.

4. CONTENT LIABILITY:

4.1 All parties will take active and reasonable effort to ensure the authenticity, copyright or validity of the content supplied to one another and to its subscribers while providing the services.

4.2 None of the parties shall be liable in full or part for the authenticity, copyright, intellectual property rights or validity of the content provided by any of other parties for the use of any software, programs or other contents in providing the services.

4.3 All parties will indemnify and keep indemnified and hold free and harmless the other parties against all liabilities, claims, damages, loss and proceedings arising out of or in any way connected with the services.

5. EFFECTIVE DATE, VALIDITY AND RENEWAL

This MoU will be effective from **9 December 2015** to **31 March 2016** (for four months) in the initial phase. This MoU can further be extended subject to the concurrence and at the discretion of all the parties and if not extended for further period as the case may be this MoU shall automatically stand dissolved.

6. AMENDMENTS

At any time during the validity of this MoU, all the parties may mutually agree to modify or amend the existing framework or requirement of this MoU as circumstances demand. No amendment, renewal or modification to this MoU shall be effective unless it is in writing and signed by duly authorized representatives of all parties.

7. TERMINATION OF AGREEMENT:

All parties may terminate this agreement by giving the other parties 1(one) calendar month written notice.

8. POST TERMINATION:

The termination of this agreement shall be without prejudice to any pre-existing obligations of all parties including the payment of all services by the other parties up to the date of termination.

9. LIMITATION OF LIABILITY:

9.1 The parties shall have the right to temporarily suspend the services in a whole or in part during the repair, maintenance or for any other circumstances beyond their control. Either party will need to give prior written notice to another party so that it can suspend promotion during that period and also inform the customer support accordingly.

9.2 None of the parties shall be subject to any liability or responsibility for any of the other party or to any other party resulting from any reason or cause whatsoever under the agreement including but not limited to defamatory or unlawful news or content publication, non-transmission or non-receipt of any services or delay, failure or mistake in the transmission of any information through the service whether such failure, delay or mistake shall arise from accident, omission, default, negligence or any other act of the said party, its employees or agents.

10. ASSIGNMENT:

No right or liabilities under this agreement may be assigned, transferred, conveyed or otherwise disposed by any party to any other party without the prior written consent of all parties.

11. GOVERNING LAW:

This agreement shall be governed in accordance with the laws of Peoples Republic of Bangladesh and all parties shall submit the exclusive jurisdiction of the courts of Peoples Republic of Bangladesh in the event of any dispute.

12. FORCE MAJEURE:

None of the parties shall be under any liability for any loss or damage resulting from delay, failure to perform this agreement either in whole or in part where such delay or failure shall be due to a cause beyond its responsible control, including but not limited to, wars, the threat of imminent wars, riots, other act of civil disobedience insurrection, act of God, restraints imposed by government or any other supernatural or due to industrial or trade disputes, fires, explosion, storms, floods, lightings, earthquakes and other natural calamities.

13. NOTICE:

Any notice, demand, request or report to be given or made hereunder shall be given or made in writing by letter, fax and shall be deemed to have been delivered or given; 7 (seven) working days after posting; in the case of fax and email twenty-four (24) hours after dispatch, provided always that if the deemed delivery date shall not be a normal business day at the location of the addressee then the delivery shall be deemed to take place on the first normal business day then following. The notice, demand, request or report shall be given or made at the address of the addressee stated hereunder or at such other address as such Party shall have designated by notice in writing to the other Party hereto.

14. COMUUNICATION:

communication activity and marketing plan of the initiatives under this MOU, should consider all outputs to be based on standard cross-promotion or co-promotion compliances where, **Cross-Promotion** is a marketing practice in which customers/consumers/beneficiaries of one product/services/brand image are targeted with promotion of a related product/services/brand image for the benefit of both/all parties & **Co-Promotion** is a marketing practice where an entity uses another entity's sales force/creative team/intellectual property in addition to its own, to promote the same brand or range of brands for the benefit of both/all parties. This should happen with written mutual agreement on each party's branding weightage and other roles.

For the First Party:

Bangladesh Atomic Energy Regulatory Authority
Ministry of Science and Technology
Government of People's Republic of Bangladesh
Authority Bhaban, E-12/A, Shaheed Shahabuddin Shorok
Agargaon, Dhaka-1207

For the Second Party:

Access to Information (a2i-2) Programme
Prime Minister's Office, Old Sangshad Bhaban
Tejgaon, Dhaka-1215

15. NON-WAIVER:

Failure or delay on the part of the parties hereto to exercise any right, power or remedy under this agreement shall not operate as a waiver thereof. The rights, and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies under law.

16. CONFIDENTIALITY:

Each Party shall treat this MoU and all non-public information, whether commercial, technical, financial or of whatever nature, obtained from the other Party under this MoU as confidential, and shall not use or disclose the same, or permit its use or disclosure, by any persons or entities, other than its employees and professional advisors who need to know such information to assist in performing their duties under this MoU, without the prior written consent of the other Party who discloses such information. Each Party shall use its best efforts and take all appropriate steps to ensure compliance with this clause on the part of their present and future directors, officers and employees, during and after their term of employment. No Party shall make any public announcement regarding this MoU or the transactions contemplated hereby without the prior written consent of the other Parties, which shall not be withheld unreasonably, if asked for.

17. NON -EXCLUSIVITY

This MoU does not restrict both the Parties to enter into Agreement or MoU with other organization at any time for the same or similar purposes.

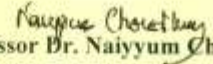

18. LOGOS:


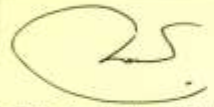
Output produced under this agreement such as any text or computer based materials, user manual, monitoring & evaluation framework, research report, websites, among others will bear the logos of BAERA, a2i, and the Government of the People's Republic of Bangladesh, UNDP and USAID, Bangladesh during the valid tenure of this MoU which is based on the prior written consent from each other's.

19. MISCELLANEOUS

Non-binding: This Memorandum of Understanding is non-binding. This Memorandum of Understanding expresses the parties' current intentions. All legally binding commitments require a written agreement signed by the committing party.

IN WITNESSES WHEREOF the parties have hereinto caused this MoU to be executed in the respective names by their duly authorized representatives on the date herein before mentioned.

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| Signed By duly authorized on behalf of BAERA | Signed By duly authorized on behalf of a2i |
|  Professor Dr. Naiyyum Choudhury Chairman Bangladesh Atomic Energy Regulatory Authority (BAERA) |  Md. Kabir Bin Anwar Director General (Administration), Prime Minister's Office and Project Director, a2i Programme |

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| Witness - BAERA | Witness - a2i |
|  Engr. Md. Showkat Ali Member Bangladesh Atomic Energy Regulatory Authority (BAERA) |  Md. Mustafizur Rahman Director (Innovation), a2i Prime Minister's Office |