Memorandum of Understanding

Between

SAARC Development Fund (SDF)

And

SAARC Chamber of Commerce & Industry

FOR

COLLABORATION FOR THE DEVELOPMENT OF SAARC REGION
This Memorandum of Understanding is entered into on this the 3rd day of June, 2016.

Between

SAARC Development Fund (SDF), an institution established by the Governments of the member states of South Asian Association for Regional Cooperation (SAARC), which came into being in April, 2010 consequent to ratification by all member states, and having its Secretariat at Thimpu, Bhutan (hereinafter referred to as the SDF), represented by its CEO

And

South Asian Association for Regional Cooperation Chamber of Commerce & Industry (SCCI) established in 1993 after endorsement by External Affairs Ministers in 6th Ministerial Round held at Dhaka in 1992 mandated for promoting economic cooperation in South Asia, having secretariat at Islamabad, Pakistan (hereinafter referred to as SAARC CCI), represented by its President as CEO of the organization.

WHEREAS

1) SDF has been established (i) to promote the welfare of the people of SAARC region, (ii) to improve their quality of life, and (iii) to accelerate economic growth, social progress and poverty alleviation in the region and is aimed to contribute to regional cooperation and integration through project collaboration.

2) SAARC CCI serves as a bridge between Public and the Private Sector, having under its umbrella all National Chambers/ Federations from South Asian countries. SAARC CCI has been established to promote business and commercial linkage and promotion of economic cooperation, trade liberalization, seeking a business enabling environment through policy interventions, promote intra-SAARC Trade and Investment in areas of Industry, Agriculture, SMEs promotion etc;

3) In order to contribute to the economic development and social progress of the SAARC region through project collaboration, both the parties recognize the need for collaboration to have synergy of their skills, strengths and competencies. They, therefore, wish to enter into a Memorandum of Understanding for the purpose of building and strengthening their collaborative links.

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:
Purpose

1. The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common interest to promote the welfare of the people of SAARC region, to improve their quality of life, and to accelerate economic growth, social progress and poverty alleviation in the region. They will collaborate on equal footing, respecting each other's identity.

2. This MOU is presently being executed for collaboration on project financing, however it could extend to encompass all the three funding windows of SDF:

(i) Social Window primarily funds projects, inter alia, on poverty alleviation, social development focusing on education; health; human resources development; support to vulnerable/disadvantage segments of the society; funding needs of communities, micro-enterprises, rural infrastructure development. These projects shall be in line with regional consensus as reflected in the SAARC Social Charter, SAARC Development Goals, SAARC Plan of Action on Poverty Alleviation and other SAARC agreed and endorsed plans, programs and instruments and are located in two or more SAARC countries.

(ii) The Economic Window extends funding to non-infrastructural projects related to trade and industrial development, agriculture, service sector, science and technology and other non-infrastructure areas. It shall also be utilized for identifying, studying, developing and /or sponsoring commercially viable programmes/projects of regional priority including their pre-feasibility and feasibility studies. The Economic Window would be utilized for supporting any other projects which are not covered explicitly under the Social and Infrastructure Window.

(iii) The Infrastructure Window primarily funds projects in areas such as energy, power, transportation, telecommunications, environment, tourism and other infrastructure areas.

Wherever required the amount of funding and the modalities for the collaboration including funding of specific activities would be documented through separate Activity Agreements to be executed at a subsequent point of time. This MOU is thus not an actual commitment of funds by either of the parties at this juncture, for which separate Agreement/s may have to be entered into as and when needed.
Areas of Cooperation

3. SDF and SAARC CCI agree to work together for the following areas:
(a) Project identification and development, identification for strategic partners for projects to be funded under three windows of SDF including project development facilitation.
(b) Co-financing of future projects/programmes which meet the requirements of SDF Charter/Bye Laws and Funding Guidelines, wherever required the amount of funding and the modalities for the collaboration including funding of specific activities would be documented through separate Activity Agreements to be executed at a subsequent point of time
(c) Co-funding of Industrial Parks, Economic Zones which meet the requirements of integration and economic cooperation of SAARC Member States.
(d) Technical assistance,
(e) Cooperation for mobilizing funds & investment facilitations in SAARC Member States
(f) Carrying out relevant research/studies, publications and collaborative arrangements for areas including trade facilitation, regional integration, economic cooperation, public private partnerships etc.,
(g) Holding of workshops/seminars/conferences,
(h) Planning and implementing joint programs wherever required,
(i) Collaboration on project funding
(j) Development of suitable financial products for project financing
(k) Capacity development
(l) The Parties shall mutually identify the activities to work on jointly. The parties shall strive to keep each other informed of developments and opportunities which can be covered under the MOU.
(m) SAARC CCI will, wherever required, arrange for transfer of its expertise and replicate models/programmes/tools, duly customized, in the above areas identified or other similar areas that may be added through mutual consent which fulfill the objectives of both SDF and SAARC CCI.

Communication and Exchange of Information

(a) SDF and SAARC CCI will communicate with each other on regular basis for sharing of information and experiences for the above areas. Such sharing may include, inter alia, information about relevant international economic and social developments, programs, new initiatives and opportunities.
(b) SDF and SAARC CCI agree to share each other’s databases, systems and procedures for the above stated areas to the extent feasible and appropriate, subject to the limitations imposed by the need to safeguard material of confidential and sensitive nature in respective organizations.

(c) Consultation and exchange of information and documents between the Parties shall be without prejudice to arrangements which may be required to safeguard the confidential and restricted character of certain information and documents.

(d) The Parties agree and undertake to keep the information, thus exchanged between them in respect of the MoU, confidential and further agree not to disclose the same to any person or entity without consulting the other parties. Any sharing of confidential information between the Parties will be subject to their respective policies and procedures relating to the disclosure of confidential information.

(e) The Parties shall at such intervals as deemed appropriate convene meetings to review the progress of activities being carried out under the present MOU and plan future activities. SDF will independently and/or jointly with SAARC CCI monitor and evaluate the progress of implementation of the MOU and suggest mid-course correction, if any.

(f) The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which the other Party may have interest.

(g) The Parties will appoint a coordinating/nodal officer within their respective organizations to be responsible for taking up the project action plan.

Use of Name and Emblem

(h) Neither Party shall use the name, emblem or trademarks of the other Party or any of its subsidiaries and/or affiliates or any abbreviation thereof without express prior written approval of the other Party.

(i) Nothing in this MOU grants to either Party the right to create a hyperlink to each other’s website.

Term, Term and Amendment

(j) This MOU shall be non-exclusive and shall have an initial term of one year from the Effective Date as defined herein under.

(k) SDF and SAARC CCI will monitor and review the results achieved under this MOU with a view to decide on renewal of the MOU.
(l) This MOU can be terminated by either Party upon written notice of not less than 60 days.

(m) In the event of termination of the MOU, any project documents concluded prior to this MOU may also be terminated in accordance with the termination provision contained in such agreements. In such cases the Parties shall take necessary steps to ensure that the activities carried out under the MOU are brought to a prompt and orderly closure.

(n) This MOU may be amended only by mutual written consent of the Parties.

(o) The expiry of the MoU may not impede the implementation of any project and programmes agreed under the MoU which are not completed at the time of its expiry, and shall not affect the validity of contracts and agreements concluded with the aim of implementation of the MoU’s provision.

(p) Parties may notify the other Parties if there is a change of address or personnel by giving a written notice within fourteen (14) days.

**Notices and Addresses**

(q) Any notices or request required or permitted to be given or made under this MOU shall be in writing. Such notice shall be deemed to have been duly given or made when it shall be delivered by hand, certified mail, email, telex, courier to the party to which it is required to be given or made at the address specified below or such other address as may be hereafter notified.

Address for SDF:    SDF Secretariat
                  BDBL Building, 3rd Floor, Norzin Lam, Post Box 928,
                  Thimphu 11001
                  Bhutan
                  Email: ceo@sdfsec.org
                  Tel: +975-2-321152/53
                  Mobile: +975-17140975

Address for SAARC CCI:  397, Street No 64, I-8/3,
                        Islamabad, Pakistan
                        Tel: 00-92-51-4860612-3
                        Fax: 00-92-51-8316024
                        Email: info@saarcchamber.org
                        Web: www.saarcchamber.org
Other Covenants

(r) Both the parties agree that this MOU does not prevent either party from undertaking any activity independent of each other or collaborating/cooperating with other organizations.

(s) Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making payments to and behalf of its own account.

(t) Each Party shall be responsible for its acts and omissions in connection with this MOU and implementation.

(u) Both the parties acknowledge and agree it is not their intention to create any legally binding rights or obligations (financial or otherwise) on either party through this MOU.

(v) The Parties agree that provisions contained in this MoU do not create any legal obligations between the Parties, except for the confidentiality provisions in this MoU.

(w) The Parties further agree that this MOU is not intended to modify, or create any obligations contrary to the legal and policy framework of the SAARC CCI and SDF, and the legal and policy framework of the respective party prevails.

(x) SAARC CCI and SDF will follow their respective procurement rules and regulations in procurement of goods and services required under any project arising out of this MOU.

(y) All the materials, data, documents and information attained within this MoU may be protected, used and operated by the Parties.

(z) Any Party, and subject to mutual agreement between the Parties may invite the participation of a third party in the joint activities, programmes and / or projects being carried out under this MoU upon the agreement of the Parties. In carrying out such joint activities, programmes and/or projects, the Parties shall ensure that the third party shall comply with the provision of this MoU.

Settlement of Dispute

(aa) In case of a dispute between the Parties arising out of or relating to this MOU, for any activity undertaken pursuant thereto, the Parties shall attempt in good faith to reach an amicable resolution. In case an amicable resolution cannot be reached, said dispute shall be settled by arbitration in accordance with the SAARC Arbitration Rules as at present in force.
Privileges and Immunities

(bb) Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the SDF, SAARC CCI and their employees.

Effective Date

(cc) This MOU may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document and shall be effective on the date in which it is duly signed by both Parties or if the Parties have signed it on different dates then the date of the latest signature (Effective Date).

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

FOR SAARC Development Fund (SDF)

(Signature)
Name: Dr. Sunil Motiwal
Designation: Chief Executive Officer

FOR SAARC CCI:

(Signature)
Name: Suraj Vaidya,
President

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