

MEMORANDUM OF UNDERSTANDING
BETWEEN THE EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT
AND THE OXFAM GREAT BRITAIN

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as the "**MoU**") between the European Bank for Reconstruction and Development, an international organisation established by treaty (hereinafter referred to as the "**EBRD**") and Oxfam, a registered charity in England and Wales, and Scotland ("**Oxfam**") hereinafter separately referred to as "**Party**" and jointly referred to as the "**Parties**".

CONSIDERING that, the EBRD is a multilateral development bank, the purpose of which is to foster the transition towards open market-oriented economies and to promote private and entrepreneurial initiative in its countries of operations committed to applying the principles of multiparty democracy, pluralism and market economics;

CONSIDERING that, Oxfam GB is Part of a confederation of twenty affiliates, and was founded in 1942. Oxfam GB works together with allies and partners locally and globally in 65 countries around the world to challenge the structural causes of poverty. Oxfam is part of a global movement for change, empowering people to create a future that is secure, just and free from poverty. Oxfam GB uses a combination of rights-based sustainable development programmes, public education, campaigns, advocacy and humanitarian assistance in disasters and conflicts.

RECOGNISING that the two institutions support, within their respective mandates, the Sustainable Development Goals, specifically in relation to inclusive and equitable skills and vocational training (SDG 4), gender equality (SDG 5), inclusive economic growth (SDG 8), infrastructure development (SDG 9), regional cooperation and connectivity in common regions (SDG 17); inequality within countries (SDG 10), and inclusive human settlements and institutions (SDG 11).

WISHING to establish improved cooperation in overlapping countries of operations, and in so doing to enhance each institution's ability to deliver its mandate and achieve its objectives;

THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING:

SECTION 1 PURPOSE

1.1. The purpose of this MoU is to establish a non-exclusive framework of cooperation and to facilitate dialogues between the Parties with respect to the following:

- Shared priorities including, but not limited to, COVID-19 crisis response activities focusing on strengthening resilience of the civic space in the region by advancing active citizenship and governance as well as gender equality and economic justice, climate resilience and enterprise development;
- Areas of overlap between the EBRD's Economic Inclusion Strategy (2017-2021) and Oxfam's Strategic Framework, specifically on social and economic inclusion of young people, women, people in disadvantaged regions;
- Exploration of how shared best practice and knowledge can support the development and growth of countries the EBRD and Oxfam cover today or may cover in the future.

- 1.2. The Parties intend to maintain a regular working relationship for the achievement of their common objectives, within the limitations of their respective resources, mandates and policies.
- 1.3. This MoU will not create any legal relationship or binding obligations for either Party.
- 1.4. This MoU is intended to be used solely for best practice exchange and collaboration for accelerated impact between Parties and neither Party shall seek benefit for communication to third parties, without the specific agreement of both Parties.

SECTION 2 AREAS OF COOPERATION

- 2.1 Cooperation between the two Parties will include regular **dialogue at management level of each Party**. Discussions may include exchanges of views between the two institutions in overlapping regions and countries of operation.
- 2.2 The Parties will seek to **exchange knowledge, share best practices and organise joint events** on their respective activities in common countries of operation and identifying additional areas in which effective and practical exchange could support the objectives of both parties.

The **events**, where relevant, might take the shape of:

- a. Oxfam participation at an EBRD organised webinars/event; EBRD participation at an Oxfam organised webinar/event
 - b. Active participation in the EBRD Annual Meeting Civil Society Programme, as well as participation in local civil society consultations;
 - c. Representation at respective conferences;
 - d. Joint thematic roundtables and events at regional and country levels, alongside other key players.
- 2.3 In order to achieve the common objectives as set forth in the Preamble and Section I, the EBRD and Oxfam may develop a focused plan of collaboration and coordination in selected EBRD countries of operations on a number of areas, including but not limited to:
 - a. Strengthening community resilience and promoting the sustainability of civil society through digital tools that provide capacity building and learning opportunities as part of a smooth transition from a COVID-19 emergency to early recovery period in the overlapping countries of operations.
 - b. Empowering youth during and after the COVID-19 crisis using digital tools such as online portals to raise awareness about the pandemic and how to prevent infection, to provide personal development and capacity building opportunities under the lockdown, to inform about the new job markets and to support the access.
 - 2.4 Nothing in this MoU constitutes a preference or invitation to discussion of procurement opportunities that would in any way contravene the policies of either Party. Nothing in this MoU precludes Oxfam's ability to respond to any open procurements launched by EBRD or any other party.

SECTION 3 IMPLEMENTATION

- 3.1 Any exchange of information under this MoU shall be subject to the Parties' respective policies and procedures on the disclosure of information and/or any information protection policies.
- 3.2 The Parties each nominate a focal point to support the implementation of this MoU and to oversee collaboration between the two institutions, as follows, unless otherwise notified by the Party:
- For the EBRD:**
- Manager designated by the Head of the Civil Society Engagement Unit
External Relations and Partnerships
European Bank for Reconstruction and Development
One Exchange Square, London, EC2A 2JN
- For Oxfam:**
- Head of Business Development
Oxfam GB
Oxfam House
John Smith Drive, Cowley, Oxford, OX4 2JY
- 3.3 Any notice or other communication to be made under this MoU will be addressed to the focal points above, or to such additional focal points or substitute focal points notified to the other Party in writing.

SECTION 4 FINAL PROVISIONS

- 4.1 This MoU reflects the views and intentions of the Parties to co-operate on a non-exclusive basis, expressed in good faith but without the creation of any legal obligation or the incurrance of any liability on the part of any of them. Nor shall any third party obtain any legal benefit from this MoU.
- 4.2 It is understood and agreed that nothing in this MoU will constitute, or be construed as, an offer, promise or undertaking by either Party to finance all or part of any activity or project identified in or pursuant to this MoU.
- 4.3 Nothing in this MoU will limit the right of, or prevent the Parties from entering into memoranda or arrangements with other parties with respect to any activity, project or area of co-operation covered by this MoU.
- 4.4 In the event that opportunities are identified, specific arrangements for any such activity or project would need to be agreed upon between the Parties. Each of the Parties will incur its own expenditures arising as the result of the implementation of this MoU, unless otherwise specified in relevant separate agreements.
- 4.5 Oxfam will comply with all applicable laws, including anti-bribery/anti-corruption, anti-money laundering and sanctions, and data protection and privacy laws, in any action it takes in connection with this MoU.

- 4.6 EBRD will comply with its relevant internal policies and procedures in any action it takes in connection with this MoU.
- 4.7 Nothing in this MoU will constitute nor be construed as a waiver, renunciation or other modification of any of the privileges, immunities and exemptions granted to the EBRD under the Agreement Establishing the European Bank for Reconstruction and Development, international conventions or any applicable laws.
- 4.8 Any dispute arising out of, or in connection with, the interpretation or application of any provision of this MoU will be settled amicably through consultations.
- 4.9 The Parties will meet, either in person or through electronic means, at least semi-annually to review and discuss the implementation of this MoU, assess the achievement of the objectives as set out herein above, and consider necessary adjustments, if any.
- 4.10 This MoU will come into effect on the date it is signed by the last of the two Parties, and is entered into for a period of two (2) years as from its execution. The term of this MoU is renewable upon written agreement between the Parties. Either Party may terminate this MoU at any time without having to provide any particular reason. In such case, this MoU will terminate ninety (90) days after receipt of such notice by the other Party.
- 4.11 This MoU may be amended by mutual written consent of the Parties.

IN WITNESS WHEREOF, the EBRD and Oxfam, each acting through its duly authorized representative, have signed this MoU in two originals, one for each Party, in the English language, effective on the date last written below.

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

For Oxfam




NAME Suma Chakrabarti
TITLE President, EBRD
DATE 17th June 2020

NAME Danny Sriskandarajah
TITLE CEO Oxfam GB
DATE 17th June 2020
