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# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**INTERNATIONAL BANK FOR RECONSTRUCTION AND  
DEVELOPMENT**

**AND**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**AND**

**INTERNATIONAL ORGANIZATION FOR COOPERATION IN  
EVALUATION**

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This Memorandum of Understanding (“Memorandum”) represents a statement of intent by the International Bank for Reconstruction and Development (“IBRD”) and the International Development Association (“IDA”) (collectively, the “World Bank” or the “Bank”) and the International Organization for Cooperation in Evaluation (“IOCE”) (each a “Participant” and together, the “Participants”) to collaborate in the achievement of common objectives outlined below.

**WHEREAS:**

- (A) The World Bank is an international development institution established by Articles of Agreement adopted by its member countries. The World Bank’s overarching mission is to help free the world of poverty and for this purpose, it has established two ambitious goals: end extreme poverty globally within a generation; and promote shared prosperity. The World Bank will achieve these goals by providing loans, concessional financing, technical assistance, and knowledge sharing to its developing member countries and through partnerships with other organizations.
- (B) The IOCE represents national and regional Voluntary Organization for Professional Evaluation (VOPEs) globally, EvalPartners and the EvalPartners networks (EvalYouth, EvalGender+, EvalIndigenous, EVALSDGs and Global Parliamentarians Forum). It strengthens international evaluation through the exchange of evaluation methods, theories and practice, and promotes good governance and recognition of the value evaluation has in improving peoples’ lives. It is committed to cultural diversity, inclusiveness and bringing different evaluation traditions together in respect of that diversity. Its mission is to increase public awareness and globally validate evaluation, and support VOPEs in contributing to good governance, effective decision making and strengthening the role of civil society.

**NOW THEREFORE the Participants intend as follows:**

**1. Common Objective**

Consistent with their respective mandates, the Participants intend to collaborate in strengthening global evaluation capacity development through participation in the Global Evaluation Initiative (“GEI”). The GEI is described in Annex A.

**2. Collaboration**

- (a) Further to the achievement of their common objectives on global evaluation capacity development, the Participants intend to consider ways to:
  - (i) Share knowledge, ideas, and lessons learned;
  - (ii) Pool efforts and expertise;
  - (iii) Utilize and leverage their existing resources and facilities to mutual advantage and benefit;
  - (iv) Collaborate on the dissemination of lessons learned to the public through publications, peer review, the Internet, seminars, workshops, conferences, and other easily accessible and inexpensive means;
  - (v) Participate in discussions of the Implementation Committee of the GEI through a designated representative, to leverage opportunities for greater impact through collaboration or coordination with GEI Associate Partners;

- (vi) Collaborate on evaluation capacity development (ECD) initiatives focusing on professional development opportunities for evaluators, particularly in regions that have limited options for ECD and in key thematic areas (such as gender and evaluation, etc.);
- (vii) Collaborate on joint knowledge generation and research initiatives aimed at generating new M&E knowledge on key topics, and make it available widely;
- (viii) Collaborate in the strengthening of national and regional VOPEs as key strategic actors in the global, regional and national evaluation ecosystems;
- (ix) Collaborate in the promotion, dissemination and support to initiatives including the Global Evaluation Agenda (EvalAgenda) and its EvalPartners Strategic Plan; and
- (x) Periodically evaluate the effectiveness of working in collaboration with each other, with references to their respective organizational mandates and priorities.

### **3. Implementation**

- (a) The Participants bear their own costs associated with this Memorandum.
- (b) This Memorandum provides a framework within which the Participants may develop and undertake collaborative activities and is not intended to interfere with the Participants' independent decision-making with regard to their own respective administration and operations. Each Participant hereby designates and appoints below its representative with overall responsibility for implementing this Memorandum. The Participants may, by written notice to the other Participant, designate additional or different persons as points of contact, but the Participants will have only one person at a time designated as the person with overall responsibility for all activities expected to be carried out pursuant to this Memorandum.

For the World Bank:

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For IOCE:

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- (c) Specific arrangements for individual activities and projects *may* be set forth in written work plan(s) ("Work Plan") to be jointly formulated by the Participants. Each Work Plan will specify the:

- (i) Major activities to be undertaken or major topics to be researched;
- (ii) Budget and sources of funding or in-kind contributions for the activities to be carried out;
- (iii) Relevant knowledge and expertise needed
- (iv) Names of persons and institutions designated to perform the activities or research;
- (v) Timeline for the activities to be undertaken;
- (vi) Participants' agreement on intellectual property rights, publication, and use of the outputs, as appropriate (*see* Section 4 below); and
- (vii) Expected follow-up steps, if any.

#### **4. Intellectual Property**

This Memorandum does not grant the right to use intellectual property owned by either Participant. Each Participant retains ownership of all its intellectual property as of the date of the Memorandum and its intellectual property produced during the term of the Memorandum. If said intellectual property is not available for use under a public license by the Participant owning said intellectual property, the Participants may agree in writing on the terms of use of said intellectual property, subject to the limitations on disclosure of confidential information and any third-party rights.

#### **5. Names, Marks and Logos**

- (a) The Participants acknowledge that the names and marks "World Bank" and all variations thereof including its logo (collectively, the "**World Bank Name**") and "IOCE" and all variations thereof including its associated logo(s) (collectively, "**IOCE Name**") are the sole and exclusive properties of the World Bank and IOCE, respectively. Neither Participant shall acquire any right, title or interest in the other Participant's Name under this Memorandum.
- (b) The Participants acknowledge that any and all uses by one Participant of the other Participant's Name shall inure solely to the benefit of the other Participant. The Participants understand and agree that neither Participant may use the other Participant's Name in any manner whatsoever that conveys or suggests, directly or indirectly, endorsement or support of the Participant or products or services thereof by the other Participant. All uses by one Participant of the other Participant's Name in any manner (other than casual or generally accepted uses) shall be subject to the approval of the other Participant, which approval will not be unreasonably withheld.

#### **6. Non-Exclusive Relationship**

No relationship exclusive of a third party or parties shall be established between the Participants, whether under the Memorandum generally or with respect to any specific activities undertaken pursuant thereto, unless explicitly agreed to by the Participants under a specific agreement. Neither Participant is restricted in any way from engaging a third party or parties to pursue independently of the other Participant the objectives described in this Memorandum.

#### **7. Conflict of Interest**

- (a) The World Bank's collaboration with IOCE on activities under this Memorandum is not intended to give a competitive advantage or preference to IOCE or any of its affiliates in connection with the procurement of goods, works or services by the World Bank, or by World

Bank borrowers under investment project financing, where such procurement results from or has a direct relationship to activities under this Memorandum.

- (b) IOCE acknowledges the receipt of the *World Bank Procurement Regulations for Borrowers under Investment Project Financing* (“Procurement Regulations for Borrowers”) dated November 2020, which set forth, inter alia, the World Bank’s current rules on conflict of interest and unfair competitive advantage in relation to contracts under investment project financing. IOCE understands that for purposes of applying the World Bank’s rules on conflict of interest in investment project financing, whether such investment project financing is subject to the Procurement Regulations for Borrowers, as may be amended from time to time, or the earlier rules as set forth in the *World Bank Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers*, or the *World Bank’s Guidelines: Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers* (each dated Jan. 2011 and revised July 2014), IOCE will be deemed to be a consultant in relation to the activities undertaken pursuant to this Memorandum. IOCE is committed, with respect to any prospective work related to or arising from the activities under this Memorandum, to adhering to the limitations imposed in relation to conflict of interest as set forth in the applicable World Bank procurement regulations or procurement guidelines.

## **8. Disclosure and Publicity**

- (a) The Participants understand that this Memorandum and information with respect to the collaborative activities contemplated herein will be publicly disclosed by the Bank. Such disclosure will be made in accordance with the Participants’ respective disclosure policies. The Participants will consult with each other concerning the manner and form of any acknowledgement of the other Participant’s support regarding the activities.
- (b) Notwithstanding paragraph (a) above, the Participants will not publicly disclose information that either Participant has provided pursuant to this Memorandum and explicitly identified in writing as confidential, except after having obtained the other Participant’s written consent.
- (c) Seminars, workshops, and conferences organized by the Participants pursuant to this Memorandum will be open to the general public, unless otherwise arranged by both Participants. No fees or other costs will be charged to attendees of such seminars, workshops, and conferences except to cover the actual costs of the organization, preparation and promotion of such seminars, workshops, and conferences.

## **9. Disputes, Controversies and Claims**

In case of a dispute or controversy between the Participants arising out of or relating to any collaborative activity undertaken pursuant to this Memorandum, the Participants shall attempt to reach an amicable resolution in good faith.

## **10. Limits to Understanding**

- (a) This Memorandum is not intended to create any binding obligations.
- (b) For the avoidance of doubt, this Memorandum does not constitute:

- (i) an agreement or commitment by either Participant to enter into or provide support for any specific activity or project;
- (ii) as the creation of a joint venture, an agency relationship, or a legal partnership between the Participants;
- (iii) waiver of the privileges and immunities of the World Bank, its officers and employees, which privileges and immunities are hereby specifically reserved.

**12. Term**

- (a) This Memorandum will become effective as of the date of the last signature hereto. It will remain in effect until June 30, 2026. The Participants may extend the term of this Memorandum in writing.
- (b) To the maximum extent practicable, each activity or project undertaken pursuant to this Memorandum should be fully implemented or at least initiated within the Initial Term.
- (c) At the end of the Initial Term and the succeeding term, if any, of this Memorandum, a joint assessment by both Participants will be carried out to review the results and lessons learned from their collaborative activities. The views of stakeholders on the nature and progress of activities or projects may be obtained by the Participants as may be deemed necessary. The Participants will discuss and share any conclusions reached which may have a bearing on the Participants' collaboration under this Memorandum. On the basis of such assessment, the Participants may keep in force, modify, or terminate the Memorandum as provided for below.

**13. Modification and Termination**

- (a) This Memorandum may be modified or terminated in writing at any time by the Participants. Further, the Memorandum may be terminated by either Participant at its sole discretion with sixty (60) days' prior notice in writing to the other Participant.

**14. Miscellaneous**

- (a) This Memorandum supersedes any previous intentions or understandings communicated between the Participants in respect of collaborative activities and projects contemplated herein.
- (b) The person signing this Memorandum on behalf of each Participant hereby represents and warrants to the other Participant that he or she has the requisite legal power and authority to execute this Memorandum on behalf of the Participant.

In witness whereof, the Participants have caused this Memorandum to be executed on their behalf by their respective duly authorized representatives, as of the date and year indicated below.

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT  
AND INTERNATIONAL DEVELOPMENT  
ASSOCIATION**

Name: Alison Evans

Title: Director-General Evaluation

Date: 11-May-2022

**INTERNATIONAL ORGANIZATION FOR  
COOPERATION IN EVALUATION**

Name: Silvia Salinas

Title: IOCE PRESIDENT

Date: 11-may.-2022

## **Annex A**

### **Proposed GEI Arrangements**

The Global Evaluation Initiative (“GEI”) Partnership is a global partnership that works in a concerted manner to strengthen country-led and -owned monitoring and evaluation (M&E) systems in developing countries. The overall objective of GEI is to increase the number of countries and institutions equipped with high-quality M&E systems and capacities to improve policies and programs for the improvement of society. This is intended to be achieved through the development of a culture of evidence-based decision-making in Bank member developing countries, building a cadre of evaluators and M&E specialists in Bank member developing countries, generating M&E knowledge, and sharing it globally.

GEI Partnership’s activities will be implemented through forging partnerships with relevant evaluation capacity development (ECD) players and working with them as “Associate Partners”. The GEI will partner with existing ECD players around the world to scale up ECD activities and to improve overall collaboration and coordination globally. Partnerships will be particularly important with large ECD players, with effective teams and large activities and country presence.

The GEI Partnership will be coordinated through an “Implementation Committee” (IC), composed of GEI’s Associate Partners, who will meet once per year to discuss shared objectives, as well as implementation and coordination opportunities at regional and country levels.