MEMORANDUM OF UNDERSTANDING

BETWEEN

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT,
INTERNATIONAL DEVELOPMENT ASSOCIATION

AND

SNV NETHERLANDS DEVELOPMENT ORGANISATION

CONCERNING COOPERATION ON
PROMOTING CLEAN COOKSTOVES IN LAO PEOPLE'S
DEMOCRATIC REPUBLIC

November 11, 2013
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") (together, the "World Bank" or the "Bank") and SNV Netherlands Development Organisation ("SNV") (together the "Parties"), to collaborate in the achievement of common objectives as described, and on the basis outlined, below.

1. **Background**

(a) The Bank is an international development institution established by Articles of Agreement adopted by its member countries. The World Bank Group’s mission is to help free the world of poverty, which has been translated into two clearly articulated goals endorsed by the World Bank Group’s Board of Governors at the 2013 Spring Meetings: (i) to end extreme poverty: reduce the percentage of people living on less than $1.25 a day to 3 percent by 2030; and (ii) to promote shared prosperity: foster income growth for the bottom 40 percent of the population in every developing country. Fighting poverty has always been a central mission of the World Bank Group. As a new element, the two goals add concrete, measurable dimensions to the fight against poverty. Just as important, the goal of shared prosperity reflects the aspiration for rapid, sustained, and inclusive increases in living standards. It achieves these objectives by providing loans, concessional financing, technical assistance, and knowledge-sharing services to its member countries and through partnerships with other organizations.

(b) Further to its mission, the Bank, through its East Asia and Pacific Regional Vice Presidency Unit (EAP VIU), has an interest in collaborating with public and private entities to foster knowledge based solutions to address the global challenge of sustainable development in the developing world. The Bank, launched in 2012, Lao Clean Stove Initiative (CSI), as an integral part of the EAP’s follow up activities under the EAP CSI Program of the energy sector flagship study entitled “One Goal, Two Paths” and fully aligned with the recently published World Bank Group’s Energy Sector Directions Paper (July 2013) entitled “Toward a sustainable energy future for all: Directions for the World Bank Group’s energy sector”.

(c) In Lao People’s Democratic Republic (Lao PDR), 96 percent of the population burns solid fuels on open fires and rudimentary cookstoves. The consequence is deadly. The country is estimated to have one of the highest health burdens in the world from household air pollution through their poor cooking practices - ranked number one of all those risk factors examined for the country in causing lost healthy life years or Disability Adjusted Life Year (DALYs) - above even smoking. Many of these victims are women and children.
SNV Netherlands Development Organisation was established as the Stichting Nederlandse Vrijwilligers (Foundation of Netherlands Volunteers) in 1965, under the Dutch Ministry of Foreign Affairs. Originally focused on posting young Dutch volunteers to the South, SNV stopped working with volunteers in 1988 in response to the changing needs of host organizations and countries, instead assigning paid development workers to fulfill increasingly policy-related assignments. SNV has since evolved to become one of the largest Dutch development organizations and now focuses on providing capacity development services to local organizations in developing countries. In 1993 the organization changed its name to SNV Netherlands Development Organisation and in 2002 formally separated from the Ministry of Foreign Affairs, although the organization continues to receive a subsidy from the Ministry (ending 2015). SNV's goal is to catalyze sustainable development processes. SNV supports people to access and develop the capabilities, services and opportunities needed to live a healthy, productive and otherwise fulfilling life, while sustainably using the natural resources they depend on. SNV is results driven and will measurably improve the quality of life of approximately 15 million of the world's poorest people in the period 2013-2015.

As a part of its activities, SNV is implementing the Improved Cookstove Programme in Lao PDR, which aims to support the dissemination of over 100,000 improved Tao Penti (wood and charcoal) stoves in the coming years in partnership with the European Union, Oxfam and Normai, and with the cooperation of producers, retailers, the Lao Women’s Union, and the Ministries of Energy and Mines and Science and Technology.

2. **Common Objectives**

(a) Consistent with their respective mandates, the Parties desire to cooperate in carrying out activities conducive to promote clean cookstoves in Lao PDR to reduce adverse health, gender, climate change and other environment and natural resources, economic, financial, social, and other impacts from the current poor cooking practices. In so doing, the Parties will advance the achievement of their work on promoting clean cookstove and will continue to closely work with the Lao Inter-Ministerial Clean Stove Initiative (CSI) Taskforce.

(b) In particular, the Parties anticipate that their collaboration will focus on a number of specific substantive areas which will include, but not be limited to:

(i) promotion of advanced clean cookstoves, such as gasifier cookstoves or other alternatives, to substantially reduce the health damage, as well as improved cookstoves;

(ii) promotion of cleaner fuels for cooking, such as biomass waste briquettes or other alternatives;

(iii) promotion of efficient supply and use of resource and energy and improvement of cooking practices; and

(iv) education and capacity building.
3. **Forms of Collaboration**

(a) Further to the achievement of their common objectives, the Parties agree to work together, but not limited to the following mode of collaboration:

(i) jointly explore potential of innovative health impact result based financing  
(ii) share knowledge, ideas and lessons learned;  
(iii) plan joint capacity building programs in areas of common interest; collaborate on the promotion, preparation and organization of joint seminars and conferences;  
(iv) collaborate on the evaluation of activities;  
(v) collaborate on the organization and execution of joint activities and research;  
(vi) collaborate on ways to join with other entities engaged in activities similar, supplemental or related to those being pursued under this Memorandum;  
(vii) collaborate on the dissemination of the lessons learned/results of projects/research to the public through publications, the Internet, seminars, workshops, conferences and other easily accessible and inexpensive means;  
(viii) periodically evaluate the effectiveness of working in collaboration with each other, with reference to their respective organizational mandates and priorities; and  
(ix) exchange personnel to increase knowledge sharing and exchange.
4. **Implementation**

(a) This Memorandum provides a framework within which the Parties may develop and undertake collaborative activities. Specific arrangements for individual activities and projects could be set forth in written work plans to be jointly formulated by the Parties as necessary and agreed.

(b) Each work plan could specify for example:

(i) major activities/projects 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 selected or designated to perform the activities/projects/research;
(v) timeline for the activities to be undertaken;
(vi) parties' agreement on the intellectual property rights, publication and use of the outputs, as appropriate (see Section 5 below); and
(vii) expected follow-up steps, if any.

(c) Upon agreement being reached between the Parties' representatives on a work plan, no project related work requiring direct expenditure of funds will be required of either Party on a given work plan until a source of funding is identified and funds are available for the given work plan.

(d) Each funded work plan is subject to compliance with the Parties' respective policies and procedures, including those on fiduciary requirements and shall be covered by a separate agreement.

5. **Intellectual Property**

The Parties recognize the importance of intellectual property rights protecting the materials used for or resulting from the joint activities conducted under the framework established by this Memorandum. This Memorandum does not grant the right to use materials belonging to or created by either Party. The World Bank will retain intellectual property rights in all materials developed and produced by World Bank, its staff or consultants and SNV will retain intellectual property rights in all materials developed and produced by SNV, its staff and consultants. The Parties will agree in writing on the ownership of any intellectual property rights that may arise in any work to be created by the collaborative activities to be undertaken pursuant to this Memorandum, at the time of agreeing on the work plan for such activities.
6. **Names, Marks and Logos**

(a) The Parties acknowledge that the names and marks “International Bank for Reconstruction and Development,” “IBRD,” “International Development Association,” “IDA,” “World Bank,” and all variations thereof including their associated logos (collectively, the “Bank Name”) and “SNV Netherlands Development Organisation,” “SNV” and all variations thereof including their associated logo(s) (collectively, the “logos”) are the sole and exclusive properties of the Bank and SNV, respectively. Neither Party shall acquire any right, title or interest in the other Party’s Name under this Memorandum.

(b) The Parties acknowledge that any and all uses by one Party of the other Party’s Name shall inure solely to the benefit of the other Party. The Parties understand and agree that neither Party may use the other Party’s Name in any manner whatsoever that conveys or suggests, directly or indirectly, endorsement or support of the Party or products or services thereof by the other Party. All uses by one Party of the other Party’s Name in any manner (other than casual or generally accepted uses) shall be subject to the approval of the other Party, which approval will not be unreasonably withheld. Upon termination of this Memorandum, or at the request of either Party at any time, each Party shall immediately discontinue any and all use of the other Party’s Name.

7. **Non-Exclusive Relationship**

No relationship exclusive of a third party or parties shall be established between the Parties, whether under the Memorandum generally or with respect to any specific activities or projects undertaken pursuant thereto, unless explicitly agreed to by the Parties under a separate agreement. Neither Party is restricted in any way from engaging a third party or parties to pursue independently of the other Party the objectives described in this Memorandum except that such engagement with a third party or parties shall not conflict or otherwise unduly interfere with the implementation of this Memorandum or any activities or projects undertaken pursuant thereto.

8. **Conflict of Interest**

The Bank’s collaboration with SNV on activities under this Memorandum is not intended to confer a special advantage or preference to SNV in competing with any other entity as regards the procurement of goods, works or services by the Bank or third parties, where such procurement results from or has a direct relationship to such activities.
9. Disclosure and Publicity

(a) The Parties may disclose to the public this Memorandum and information with respect to activities and projects contemplated herein in accordance with the Parties’ policy on a disclosure of information.

(b) The works created by any collaborative activity or project undertaken pursuant to this Memorandum may be used for non-commercial purposes, except that both parties may allow the commercial use of data and datasets subject to third party rights consistent with the respective policies to enhance public access to data that they collect and publish under this Memorandum. The Parties may not seek to directly or indirectly benefit commercially in such collaborative activity or project. However, publications resulting from such collaborative activity and project may acknowledge the collaboration of the parties. The Parties will jointly formulate a text for such acknowledgement.

(c) Any sharing of information between the Parties will be subject to their respective policies and procedures relating to the disclosure of information. The Parties may disseminate information to their staff to enable their participation in activities under an approved work plan, provided such information does not violate the policies and procedures on disclosure and the confidentiality of information of the other Party.

(d) Confidential information of the one Party shall be handled by the other Party with no lesser standard of care than it would use in handling its own confidential information.

(e) Unless the Parties otherwise agree, seminars, workshops, and conferences organized by the Parties pursuant this Memorandum shall be open to the general public. No fees or other costs shall 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.

10. Key Points of Contact

Each Party hereby designates and appoints below its representative with overall responsibility for implementing this Memorandum, including responsibility for formulating work plans for activities to be undertaken pursuant to it:

For the World Bank: Natsuko Toba
Senior Economist, Water and Energy (EASWE) Sustainable Development Department East Asia and Pacific Region 1818 H Street, NW
11. Disputes, Controversies and Claims

In case of a dispute, controversy, or claim between the Parties arising out of or relating to this Memorandum or an agreement for any activity or project undertaken pursuant thereto, the Parties shall attempt to reach an amicable resolution in good faith.

12. Limits to Agreement

(a) This Memorandum does not constitute an agreement or commitment by either Party to enter into or provide support for any specific activity or project.

(b) Any sharing of confidential information between the Parties will be subject to their respective policies and procedures relating to the disclosure of confidential information.

(c) Nothing in this Memorandum shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Parties.

(d) Nothing in this Memorandum is intended to be, or should be construed as a waiver of the privileges and immunities of either Party or its officers and employees, which privileges and immunities are hereby specifically reserved.

13. Term

(a) This Memorandum shall come into force and effect upon signature by both Parties on the date set forth below. It shall have an initial term of two (2) years. Unless modified or terminated as provided below, the term of this Memorandum shall be automatically extended at the end of the initial term for another term of two years or specific years agreed by the Parties.

(b) To the maximum extent practicable, it is the intention of the Parties that each activity or project undertaken pursuant to this Memorandum 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 Parties 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 Parties as may be deemed necessary. The Parties will discuss and share any conclusions reached which may have a bearing on the Parties' collaboration under this Memorandum. On the basis of such assessment, the Parties may keep in force, modify or terminate the Memorandum as provided for below.

14. **Modification and Termination**

This Memorandum may be modified or terminated at any time by mutual written agreement of the Parties. Further, the Memorandum may be terminated by either Party at its sole discretion with sixty (60) days prior notice in writing to the other Party.

In witness whereof the Parties have caused this Memorandum to be executed as of the day and date written below.

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**Keiko Miwa**  
Country Manager for  
East Asia and Pacific Region  
World Bank Office, Vientiane  
Patou Xay – Nehru Road  
Vientiane, Lao People’s Democratic Republic

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**Julie Graham**  
Director SNV Lao PDR

Date: November 11, 2013