



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**OPEN CONTRACTING PARTNERSHIP**

**AND**

**EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT**

**DATED 14 February 2020**

This **MEMORANDUM OF UNDERSTANDING** (hereinafter the "MoU") is entered into between the **European Bank for Reconstruction and Development** (hereinafter "the EBRD") with its headquarters at One Exchange Square, London EC2A 2JN, United Kingdom, and the **Open Contracting Partnership** ( hereinafter "the OCP"), with its headquarters at 641 S Street NW, 20001, Washington, D.C., USA, an independent project of the Fund for the City of New York (hereinafter collectively referred to as the "Parties" and individually as a "Party").

**WHEREAS,**

- (A) EBRD is an international organization established under public international law pursuant to the Agreement Establishing the European Bank for Reconstruction and Development dated 29 May 1990.
- (B) OCP is a not-for-profit organisation gathering policy experts, leaders and campaigners aimed at opening up public contracting through disclosure, data and engagement, formed in 2012 by the World Bank and fiscally sponsored by the Fund for the City of New York incorporated 1968.
- (C) The EBRD assists transition economies from central Europe to Central Asia, the Westerns Balkan and the southern and eastern Mediterranean region, in particular through technical cooperation with governments with a view to fostering the development of the private sector and establishing efficient, sustainable and inclusive market economies.
- (D) The EBRD, through its Civil Society Engagement Unit, promotes capacity building and awareness raising of civil society, including on good governance, transparency and accountability.
- (E) The EBRD, through its Legal Transition Programme, promotes the establishment of the legal institutions and culture on which a vibrant market economy depends.
- (F) The OCP works across sectors and along the whole process of government contracting to use the power of open data to save governments money and time, deliver better goods and services for citizens, prevent corruption and to create a better business environment for all.
- (G) The OCP was instrumental in the development of the Open Contracting Data Standard (hereinafter "OCDS"), launched in 2014 as a global non-proprietary standard structured to reflect the complete public sector contracting cycle. The standard enables users and partners around the world to publish shareable, reusable, machine readable data, to join that data with their own information, and to build tools to analyse or share that data;
- (H) The EBRD and OCP have as a common objective the advancement of transparent, competitive and efficient public procurement systems in their common countries that will deliver efficiency and value for money in the use of public funds.

**RECOGNISING** that closer cooperation and collaboration between the Parties will further the their Parties' mutual interests and objectives;

**NOW, THEREFORE**, for the purpose of fostering joint cooperation, the Parties have come to the following understanding:

## **ARTICLE 1**

### **Purpose**

The objective of this Memorandum is to strengthen the collaboration between the Parties for the achievement of their common purposes. The Parties intend to engage in joint activities that will focus on the promotion of a better legal environment in the commercial and financial sector and on engaging civil society in promoting the values and approach of open government and open data to drive impactful reforms in public procurement, in particular in the following areas:

Technical cooperation projects to provide consultancy advice to the public authorities and other stakeholders in their common countries in the area of public procurement.

Contribution agreements to engage civil society into design and implementation of open contracting reforms, public procurement monitoring, research etc.

## **ARTICLE 2**

### **Key Principles**

The following are key principles on which the cooperation under this Memorandum of Understanding will be founded.

- A. EBRD and OCP support the principles of enhanced contact and cooperation between the international institutions, so as to use synergies and to leverage respective core competencies and comparative advantages as well as sharing learning about what works.
- B. EBRD and OCP will promote a culture of collaboration, openness and mutual trust between the staff of the two institutions, including sharing evidence-based data on results.

## **ARTICLE 3**

### **Modalities of Collaboration**

In order to achieve the common objectives as set forth in the Preamble and Article I, acknowledging the readiness of both parties to engage in future activities, the EBRD and the OCP intend to cooperate, subject to available funding, on the following technical cooperation activities in the EBRD countries of operations:

- A. Advocating public procurement reforms with a view to create open, transparent, and competitive public procurement regulatory frameworks that will deliver value for money in the use of public funds.
- B. Creating civil society stakeholder engagement to build the case for change in public procurement and open data policies;
- C. Integrating open contracting approach in the public procurement reform strategy and design;
- D. Supporting governments in open contracting implementation, as a part of their reform program:
  - (i) Strategic planning of OCDS publication on the national level, including organizing use-case workshops, strategy-building sessions, collaborating in user-focused research or identifying specific challenges, objective or bottlenecks in current procurement practices or systems, helping users frame goals and objectives etc.
  - (ii) Supporting OCDS implementation in the national electronic public procurement systems, including OCDS mapping systems and OCDS data development, to suit policy needs in the EBRD countries of operations;
  - (iii) Supporting local government, civil society and business stakeholders in using OCDS data, by organizing training events, hackathons, innovation challenges, providing advice or technical support etc.;
  - (iv) Sharing best practices and replicable methodologies from elsewhere and supporting their local implementation.
- E. Supporting EBRD Open Government Lab:
  - (i) Assisting in reusable open source tools development, in particular by facilitating user-centred design approaches, collecting requirements from the community, prototyping and testing assumptions, conducting focus groups, etc.;
  - (ii) Providing OCP's OCDS open data Helpdesk support;
  - (iii) Sharing Lab experience and achievements with the global public procurement and open contracting community.
- F. Learning, local and global showcasing of progress, including:
  - (i) Supporting development of a Monitoring, Evaluation & Learning (MEL) plan by government stakeholders & supporting its regular tracking;
  - (ii) Developing open contracting data use/progress/impact stories and sharing globally, to strengthen/advocate further reform efforts;
  - (iii) Organizing learning & showcasing workshops with international stakeholders.

- G. Any activity undertaken under this Memorandum shall be in compliance with the respective administrative rules, regulations and procedures of the EBRD and the OCP.
- H. Specific modalities for cooperation may be established by the Parties through subsequent cooperation arrangements, memorandum of understanding or exchanges of letter, and may include concrete arrangements, such as frameworks for financial and/or contractual relations between both Parties as needed.

#### **ARTICLE 4**

##### **Communications**

Any notice or other communication to be given or made under this Memorandum will be addressed and sent to the following contact points or at such other address as either Party designates by notice to the other Party:

**For the OCP:**

Address: WeWork Wonderbread Factory, 641 S Street #NW  
Washington DC 20001, USA

Attention of: Dr. Gavin Hayman, Executive Director, OCP and Mary McCormick, President, Fund for the City of New York

Email: [ghayman@open-contracting.org](mailto:ghayman@open-contracting.org) and [mmsk@fcny.org](mailto:mmsk@fcny.org)

**For the EBRD:**

Address: One Exchange Square  
London EC2A 2JN  
United Kingdom

Attention of: Eliza Niewiadomska, Associate Director, Legal Transition Team and Luisa Balbi, Principal Manager, Civil Society Engagement Unit

Email: [NiewiadE@ebrd.com](mailto:NiewiadE@ebrd.com) and [BalbiL@ebrd.com](mailto:BalbiL@ebrd.com)

#### **ARTICLE 5**

##### **Final Provisions**

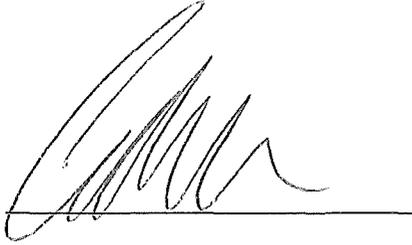
- (a) This Memorandum reflects the views and intentions of the Parties to co-operate on a non-exclusive basis, expressed in good faith but without the creation of any legal or

financial obligations or the incurrence of any liability on the part of any of them. No third party shall obtain any legal benefit from this Memorandum.

- (b) It is understood and agreed that nothing in this Memorandum 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 Memorandum.
- (c) 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 Memorandum, unless otherwise specified in relevant separate agreements.
- (d) Nothing in this Memorandum 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 Memorandum.
- (e) The Parties agree to publicly acknowledge any existing and future donors funding the technical cooperation projects implemented under the MoU.
- (f) The Parties will meet periodically, but not less frequently than once every 12 months, to review and discuss the implementation of this Memorandum, assess the achievement of the objectives as set out herein above, and consider necessary adjustments, if any.
- (g) Nothing in this Memorandum will constitute nor be construed as a waiver, renunciation or other modification, either express or implied, of any of the privileges, immunities and exemptions granted to the EBRD under the Agreement Establishing the European Bank for Reconstruction and Development, international convention or any applicable law.
- (h) Any dispute arising out of, or in connection with, the interpretation or application of any provision of this Memorandum will be settled amicably through consultations.
- (i) This Memorandum will come into effect on the date when the last of the two Parties sign and will remain in effect thirty-six (36) months or until either Party notifies the other Party in writing of its intention to terminate this Memorandum. In such case, this Memorandum will terminate three (3) months after receipt of such notice by the corresponding Party.
- (j) This Memorandum may be amended by mutual written consent of the Parties.

**IN WITNESS WHEREOF**, the EBRD and the OCP, each acting through its duly authorized representative, have signed this Memorandum in two originals, in the English language.

**For the Open Contracting Partnership:**



Name: Gavin Hayman  
Title: Executive Director  
Date: 14 February 2020

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



Name: Alan Rousso  
Title: Managing Director, External  
Relations and Partnerships  
Date: 14 February 2020



CHAIR of BOARD

## List of products, tools, and services offered by OCP that may assist EBRD projects

Table 1: OCP menu of products, tools and guidance	
Activity	OCP products
Building the case for change	<ul style="list-style-type: none"> <li>● Arguments, evidence and asks for open contracting reforms (such as our Mythbusting Confidentiality report on evidence to overcome the most common objections that we hear to publishing more contracting information)</li> <li>● Advocacy training modules, workshops and materials that can be reused</li> <li>● Materials on the business case for open contracting and actions that companies and business associations can take</li> <li>● Resources on specific, relevant anti-corruption, open government, good governance issues, and advice on best practices, including legislative guidance (although we stop short of drafting specific legislation)</li> </ul>
Implementation: reform design and management	<ul style="list-style-type: none"> <li>● Guidance on designing user-centered and result-based reform programs, including assistance with consultations, milestones and progress indicators</li> <li>● Open Contracting Global Principles for formulating reform programs</li> <li>● Tools and methodologies to identify problems, to assess the quality of published information, and to develop open contracting demonstration projects</li> <li>● Toolkits for assessing existing procurement processes and areas for improvements</li> <li>● Legislative guidance to ensure rules are simple, clear and are designed to improve openness and efficiency of planning, award, and implementation of public contracting</li> </ul>
	<ul style="list-style-type: none"> <li>● Guidance on specific results-driven open contracting reforms aimed at alleviating specific problems, such as addressing deficient school meals, pharmaceutical stockouts, infrastructure cost-overruns, small and medium-sized enterprise (SME) and minority and women-owned business enterprise (MWBE) participation</li> <li>● Guidance on establishing stakeholder consultation, complaints mechanisms, and feedback loops, including public engagement in planning phase; citizen monitoring of service delivery; and creating and using feedback loops with procuring entities and oversight authorities</li> <li>● Workshop and training materials that can be reused, including innovation challenges, etc.</li> </ul>

<p>Implementation: open data publication and its use</p>	<p>The Open Contracting Data Standard and accompanying tools and guidance for publishers</p> <ul style="list-style-type: none"> <li>● Tools to convert OCDS data into tabular formats most useful for different research priorities Step by step guidance to use OCDS with different software</li> <li>● Advice on monitoring methodologies, templates and tools that can be adapted</li> <li>● Guidance, templates and tools to assist with investigations and analysis</li> <li>● Workshop and training materials that can be reused</li> </ul>
<p>Community building, monitoring impact and learning</p>	<ul style="list-style-type: none"> <li>● Stories about open contracting projects, approaches, challenges and tools</li> <li>● Case studies of how actors in particular contexts have used open contracting data to secure better outcomes</li> <li>● Guidance on use cases, goal setting, and milestones toward impact</li> <li>● Monitoring and evaluation methodologies and tools that can be adapted to different contexts and sectors</li> <li>● Workshop materials and activities on goal and target setting, and indicator calculation</li> </ul>