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**MEMORANDUM OF UNDERSTANDING ON THE  
CHILDHOOD DISABILITY SCREENING IN DEVELOPING  
COUNTRIES FOR THE PURPOSE OF ACCELERATING  
ACHIEVEMENT OF MDGs 2 & 3**

**BETWEEN**

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

**AND**

**THE ORGANISATION FOR ECONOMIC CO-OPERATION AND  
DEVELOPMENT**

**January 15, 2008**

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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”) (together, the “World Bank” or the “Bank”) and the Organisation for Economic Co-Operation and Development (OECD) (together the “Parties”), to work together towards the achievement of common objectives and outlines the basis for collaboration between them.

1. **Background**

- (a) The Bank is an international development institution established by Articles of Agreement adopted by its member countries. The Bank’s mission is to reduce poverty, improve living conditions, and promote sustainable and comprehensive development in the developing world. 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 Human Development Network has an interest in collaborating with others to foster analysis/knowledge exchange and training related to Childhood Disability Screening in Developing Countries.
- (c) The OECD is an international organization comprising 30 member countries, which works on economic and social issues from macroeconomics, trade, education development and science and innovation. The OECD has worked on education and disability issues with members and non-members since 1978. The OECD engages in collaborative activities with members and non-members to undertake research and policy analysis, develop data and statistics and establish guidelines and standards to assist in coordination and policy formulation in these areas. The OECD’s Directorate for Education is actively involved in research related to identifying children with disabilities and in developing comparative statistics and indicators in this area.
- (d) Further to its operations, OECD has an interest in collaborating with the Bank to foster analysis/knowledge exchange and training related to Childhood Disability Screening in Developing Countries (DS).
- (e) This work builds on the strengths of the Parties and of other existing institutions. It is in no way designed to substitute for any of these.
- (f) Any activities conducted as part of the DS shall be carried out consistently with the purposes and rules of the Parties and shall fall within their respective work programs and budgets.

## **2. Common Objectives**

- (a) Consistent with their respective mandates, the Parties desire to cooperate in carrying out activities conducive to promoting the establishment and implementation of disability screening for children age two to nine in developing countries. In so doing, the Parties will advance the achievement of Millennium Development Goals (MDGs) 2 & 3 by providing data relevant to planning of education and other services necessary for including children with disabilities in primary education via for instance national education sector plans.
- (b) The Parties anticipate that their collaboration could focus on a number of specific substantive areas which will include, but not be limited to:
  - (i) Gathering statistics on the prevalence of children ages 2-9 with disabilities in a number of developing countries;
  - (ii) Developing a methodology for gathering such data that can be transferred to and used in developing countries;
  - (iii) Building capacity in developing countries to provide the context for future discussions on the provision of services, including teacher training, for this group of children;
  - (iv) Sharing knowledge and disseminating findings at regional meetings and via other means, for the purpose of sensitizing other countries to the issues that need to be addressed for education for all children with disabilities throughout the primary years.

## **3. Forms of Collaboration**

- (a) Further to the achievement of their common objectives, the Parties intend to consider ways to:
  - (i) Share knowledge, ideas and lessons learned;
  - (ii) Plan joint activities in areas of common interest;
  - (iii) Pool efforts and expertise;
  - (iv) Utilize and leverage their existing resources and facilities to mutual advantage and benefit;
  - (v) Collaborate on the promotion, preparation and organization of workshops, conferences and training seminars;
  - (vi) Collaborate on the organization and execution of research and development projects.
  - (vii) Jointly engage in a dialogue with stakeholders and others interested in activities being pursued under this Memorandum;
  - (viii) Collaborate on ways to join with other entities engaged in activities similar, supplemental or related to those being pursued under this Memorandum;

- (ix) Collaborate on the dissemination of the lessons learned and results to the public through publications, the Internet, seminars, workshops, conferences and other easily accessible and inexpensive means; and
  - (x) Periodically evaluate the effectiveness of working in collaboration with each other, with reference to their respective organizational mandates and priorities.
- (b) The Parties anticipate that each Party could contribute to the activities undertaken pursuant to this Memorandum, to the extent permitted by its own rules, programs of work, and resources in one or more of the following ways:
- (i) By providing staff time;
  - (ii) By paying related out-of-pocket expenses incurred by its staff;
  - (iii) By providing facilities for workshops, conferences or training seminars;
  - (iv) By engaging and funding consultants;
  - (v) By sharing materials, information, data and analytical tools with the other Party;
  - (vi) By providing support to relevant stakeholders; and
  - (vii) By such other means as the Parties may agree.

#### **4. Contact Group**

- (a) There will be a DS Contact Group comprising two members designated by OECD, and two by the Bank. The Contact Group will be charged with:
- (i) Developing a joint Terms of Reference or work plan;
  - (ii) Facilitating the identification and sharing of good practices in disability screening and the gathering of statistical data and discussing implementation of data gathering in collaboration with other groups such as, but not limited to, the Washington Group;
  - (iii) Giving general guidance on the operational aspects of DS;
  - (iv) Preparing an annual progress report on DS activities for the OECD (Education Policy Committee) and the Bank;
  - (v) Assisting with mobilization of resources to support DS.
- (b) Support for the Contact Group will be provided as appropriate by the staff of the Parties. Each Party will bear its costs of participating in the Contact Group.

#### **5. Implementation**

- (a) This Memorandum provides a framework within which the Parties may develop and undertake collaborative activities. Specific arrangements for individual activities and projects to be carried out pursuant to this Memorandum will be set forth in

written work plans to be jointly formulated and approved by the Parties in accordance with their rules and regulations.

- (b) Each work plan will specify the:
- (i) Major activities or projects to be undertaken;
  - (ii) Budget and sources of funding or in-kind contributions for the activities to be carried out;
  - (iii) Number and speciality of persons and institutions designated to perform the research and development projects;
  - (iv) Timeline for the activities to be undertaken;
  - (v) Parties' agreement on the intellectual property rights, publication and use of the outputs, as appropriate (*see* Section 10 below); and
  - (vi) Expected follow-up steps, if any.
- (c) Upon agreement being reached between the Parties on a given work plan, each Party shall be responsible for its own share of the associated financial and other obligations.

## 6. **Key Points of Contact**

- (a) 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:**

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**For the OECD:**

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Email: [Peter.Evans@oecd.org](mailto:Peter.Evans@oecd.org)

**7. 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.

**8. 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 “The Organisation for Economic Co-operation and Development” “OECD” and all variations thereof including their associated logo(s) (collectively, the “OECD Name”) are the sole and exclusive properties of the Bank and the OECD, 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 written 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 and shall immediately refrain from any new use in connection with this Memorandum.

**9. Disclosure and Publicity**

- (a) The Bank may disclose to the public this Memorandum and information with respect to activities and projects contemplated herein in accordance with the Bank’s

Policy on the Disclosure of Information. The OECD may make such disclosure and information with respect to activities and projects contemplated herein in accordance with its relevant policies.

- (b) No work created by any activity undertaken pursuant to this Memorandum may be used for commercial purposes. Neither Party may seek to directly or indirectly benefit commercially from the other Party's involvement in such activity. However, publications resulting from such collaborative activity and projects may acknowledge the collaboration of the Parties. The Parties will jointly formulate a text for such acknowledgment.

**10. Intellectual Property**

The Parties recognize the importance of protecting and respecting intellectual property rights. This Memorandum does not grant the right to use materials belonging to, or created by, either Party. The Parties shall 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 and on modalities of any use or publication of a joint material resulting from this Memorandum, at the time of agreeing on the relevant work plan.

**11. 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.

**12. Indemnification and Insurance**

- (a) Each Party shall indemnify, hold and save harmless the other Party, and such other Party's officers, agents, servants, and employees from all suits, claims, demands, and liability of any nature or kind, including, but not limited to, their costs and expenses, arising out of its gross negligence or willful misconduct or that of its officers, employees, agents, or sub-contractors, in the implementation of this Memorandum or any activities or projects undertaken pursuant thereto, including, but not limited to, claims from the other Party's employee(s) for damages in excess of damages covered by workers' compensation. The obligations under this section

do not lapse upon termination of this Memorandum or agreement under a work plan for any specific activity or project pursuant thereto.

- (b) Throughout the implementation of this Memorandum and any activity or project pursuant thereto, each Party will maintain its usual and customary insurance for its own officers, employees and operations.

**13. Disputes, Controversies and Claims**

- (a) 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.
- (b) In the event an attempt to reach an amicable resolution proves unsuccessful, any such dispute, controversy, or claim shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The number of arbitrators shall be three. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration in The Hague. The language of arbitration shall be English.

**14. 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 five 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 five years.
- (b) 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.

**15. Modification and Termination**

- (a) 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 60 days prior notice in writing to the other Party.

16. Miscellaneous

- (a) The section headings in this Memorandum are for convenience only and are not intended, and shall not be construed, to alter, limit, or enlarge in any way the scope or meaning of the language contained in this Memorandum.
- (b) This Memorandum will supersede any previous intentions or agreements communicated and agreed upon between the Parties in respect of the collaborative activities and projects contemplated herein.
- (c) The person signing this Memorandum on behalf of each Party hereby represents and warrants to the other Party that he or she has the requisite legal power and authority to execute this Memorandum on behalf of the Party and bind the Party to the obligations herein.

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

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

**ORGANISATION FOR ECONOMIC CO-  
OPERATION AND DEVELOPMENT**

*Ruth Kagia*  
Ruth Kagia  
Sector Director, HDNED  
Date: 01/15/08

*Robert Holzmann*  
Robert Holzmann  
Sector Director, HDNSP  
Date: 01/15/08

*Thelma Askey*  
(Signature)  
Thelma ASKEY  
(Print name)

DEPUTY SECRETARY - GENERAL  
(Title)  
OFFICE OF SECRETARY - GENERAL  
(Department)

Date: 01/29/08

