

# Microsoft®



**MILLENNIUM  
CHALLENGE  
CORPORATION**  
REDUCING POVERTY THROUGH GROWTH

## **MEMORANDUM OF UNDERSTANDING**

among

**the United States Agency for International Development,  
the Office of the U.S. Global AIDS Coordinator,  
the Millennium Challenge Corporation  
and  
Microsoft Corporation**

### **I. Purpose**

The United States Agency for International Development (hereinafter referred to as "USAID"), the Office of the U. S. Global AIDS Coordinator of the U.S. Department of State (hereinafter referred to as "OGAC"), the Millennium Challenge Corporation (hereinafter referred to as "MCC") and Microsoft Corporation (hereinafter referred to as "Microsoft") share the common goal of promoting international development, including economic growth and health, and disease prevention, around the world. For this reason, USAID, OGAC, MCC and Microsoft (hereinafter each referred to as a "Party" and collectively as the "Parties") seek to share their respective strengths, experience, technologies, methodologies, and resources (including human, in-kind, and monetary) in order to pursue projects of mutual concern focused on supporting a range of specific initiatives that advance these common goals.

USAID is an independent federal government agency that receives overall foreign policy guidance from the Secretary of State. USAID supports international development and advances U.S. foreign policy objectives by supporting economic growth, agriculture and trade, global health, democracy and conflict mitigation and management; and humanitarian assistance in Sub-Saharan Africa, Asia and the Near East, Latin America and the Caribbean, and Europe and Eurasia.

OGAC's mission is to lead the coordination of President Bush's Emergency Plan for AIDS Relief (PEPFAR). PEPFAR is the largest commitment ever by any nation for an international health initiative dedicated to a single disease – a five-year, \$15 billion, multi-faceted approach to combating HIV/AIDS in more than 120 countries around the world. OGAC seeks to develop public-private partnerships with corporate and nonprofit entities to combat HIV/AIDS, and entering into this MOU furthers this effort.

MCC is a United States government corporation designed to work with some of the poorest countries in the world. MCC's mission is to reduce global poverty through the promotion of sustainable economic growth, based on the principle that aid is most effective when it reinforces good governance, economic freedom and investments in people. Before a country can become eligible to receive assistance from MCC, MCC considers the country's performance on 16 independent and transparent policy indicators. Based on performance on these policy indicators, MCC selects eligible countries who then submit proposals to MCC and may receive a grant from MCC under an agreement called a millennium challenge compact (a "Compact"). Once an eligible country signs a Compact with MCC (such country is hereinafter referred to as an "MCA Country"), the MCA Country establishes an accountable entity that is responsible for implementing the Compact. Countries that have demonstrated significant improvement in policy indicators but are not selected by MCC as eligible for compact assistance may be eligible for threshold program assistance, which is designed to help improve the country's performance on one or more of the policy indicators.

Microsoft is a private corporation employing business and technology leaders across the world to develop software and programs which allow its customers to find solutions for a full range of issues impacting society. Microsoft has several initiatives that address the needs of underserved populations in developing and emerging markets designed to help people realize their full potential. Microsoft is now strengthening its commitment to help enable social and economic empowerment through technology skills training, software and hardware donations, and a variety of programs aimed at increasing community access to technology. With this long-term initiative known as Microsoft® Unlimited Potential, Microsoft is expanding on this work with new business models, technology solutions and advanced research, all focused on solving critical pieces of the economic-development puzzle. This broad range of offerings—built on partnerships with businesses, governments and non-governmental organizations—extends Microsoft’s previous goals for the reach of technology.

This MOU provides that the Parties will seek to work together on projects that reflect shared values and that the Parties will focus on identifying joint country- and project-specific collaboration opportunities within each organization’s respective vision, mission, and program focus. The purpose of this Memorandum of Understanding (hereinafter referred to as “MOU”) is to set forth the understandings and intentions of the Parties with regard to these shared goals. This MOU provides the framework and scope within which specific projects may be jointly developed and implemented pursuant to subsequent project- or activity-level MOUs as may be agreed upon from time to time between Microsoft and USAID, on the one hand, with respect to all sectors set forth in Section II below, and consistent with USAID’s competitive requirements for procurement and assistance, or, on the other hand, between Microsoft and OGAC, with respect to HIV/AIDS-related activities.

Due to MCC's operating model, described above, MCA Countries, rather than MCC, would be the likely counterparts to any project- or activity-level MOUs that may be entered into with Microsoft that are aligned with a Compact. This MOU also provides the framework and scope within which specific projects may be jointly developed and implemented pursuant to subsequent project- or activity-level MOUs as may be agreed from time to time by Microsoft and MCA Countries, with respect to activities that are aligned with an MCA Country's Compact and are consistent with the competitive requirements for procurement and assistance applicable to the MCA Country pursuant to its Compact and related documents.

This MOU is not intended to affect the separate and unique missions, mandates, and accountabilities of the Parties. Unless specifically provided otherwise, the cooperation between the Parties as outlined in this MOU or any project- or activity-level MOU is not to be considered or construed as a partnership or other type of legal entity or personality. Each Party is to accept full and sole responsibility for any and all expenses incurred by itself relating to this MOU. Nothing in this MOU is to be construed as superseding or interfering in any way with any agreements or contracts unrelated to this MOU entered into between two or more of the Parties, either prior to or subsequent to the signing of this MOU. Nothing in this MOU is to be construed as an exclusive working relationship nor as an endorsement of a specific private entity. The Parties specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party under this MOU or any project- or activity-level MOU.

## II. Objective

The Parties support achievement of the development objectives set forth below that address areas of mutual concern in sectors embodying the core themes of:

- **Governance**: Promoting enhanced government service delivery, engagement with civil society, transparency, rule of law and human rights, child trafficking and protection issues and secured intellectual property rights;
- **Growth**: Enabling economic development through small- to medium-sized enterprise development, digital inclusion, fostering local innovation, job enablement and opportunity, access to credit for those without bank accounts, and fostering utilization of communication and technology tools in businesses;
- **Health**: Advancing global health care and addressing HIV/AIDS with effective technology;
- **Environmental Sustainability**: Promoting a clean and sustainable environment by focusing on climate change and other forms of environmental degradation;
- **Education**: Expanding educational opportunities to enable access to quality education through dynamic, learner-focused technologies and resources;
- **Capacity Building**: Building 21<sup>st</sup> century and competitiveness skills through education and training in emerging and developing economies;
- **Youth Empowerment**: Building information and communication technology skills among youth through capacity building, tools, and technology; and

- Disaster Response/Humanitarian Assistance: Facilitating the provision of assistance, including through collaboration on processes, tools and technologies, to save lives and alleviate human suffering for disaster preparedness, response, and recovery.

Specific joint issues for further consideration of the Parties are expected to include, but not be limited to:

- Enabling improved work conditions and more competitive businesses through the utilization of technology solutions;
- Promoting better and more efficient government by integrating technology into relevant services and processes;
- Developing effective systems for financial transfer modalities to provide safe and reliable methods of money transfer to locations of their choice;
- Strengthening the capacity of local communities to create, bring-to-market, and manage innovative new products to support activities of common interest;
- Facilitating the application of rule of law and strengthened institutions in order to increase the benefits to societies;
- Increasing the skills and systems of governments, companies and communities to improve health, including child, maternal, and reproductive health, the reduction of disease, especially HIV/AIDS, malaria, and tuberculosis, and access to high quality family planning services;
- Reaching an increasing number of youth and other end users through formal education, curriculum reform, vocational and workforce development, and training of trainer models to maximize scale;

- Coordinating information dissemination and resource integration of disaster responders and organizations; and
- Collaborating on training in a pre-disaster context to be called upon when necessary.

### **III. Designated Points of Contact**

Each Party has appointed a primary point of contact and liaison (hereinafter called the “Relationship Manager”) responsible for the management and development of the relationship between the Parties under this MOU as follows:

#### **USAID:**

U.S. Agency for International Development  
1300 Pennsylvania Avenue, NW  
Washington, DC 20523

Attention: Barbara Addy  
**(Primary contact for projects not related to HIV/AIDS activities)**  
Senior Advisor of Global Development Alliances,  
ODP/PSA  
Telephone: +1 (202) 712-5691  
Email: baddy@usaid.gov

Attention: Mary Jordan  
**(Primary contact for projects related to HIV/AIDS activities)**  
Senior Technical Adviser, Public Private Partnerships,  
GH/HIV-AIDS/TLR  
Telephone: +1 (202) 712-5232  
Email: majordan@usaid.gov

**OGAC:**

**Primary contact for projects related to HIV/AIDS activities:**  
Office of the U.S. Global AIDS Coordinator  
U.S. Department of State  
SA-29, 2nd Floor  
2201 C Street, NW  
Washington, DC 20522-2920

Attention: British Robinson  
Director of Public Private Partnerships  
Telephone: +1 (202) 663-2577  
Email: robinsonBAI@state.gov

**MCC:**

Private Sector Initiatives  
Millennium Challenge Corporation  
875 15th Street, NW  
Washington, DC 20005

Attention: Jason Bauer  
Director of Private Sector Initiatives  
Telephone: +1 (202) 521-3596  
Email: bauerj@mcc.gov

**Microsoft:**

Microsoft Corporation  
Global Strategic Accounts  
5335 Wisconsin Avenue, NW  
Washington, DC 20015

Attention: Corey Griffin  
Director of Bilaterals  
Telephone: +1 (202) 528-3013  
Email: coreyg@microsoft.com

#### **IV. Effective Date, Duration, Amendments, and Termination**

Activities under this MOU may commence upon the date of the last signature of all the Parties and are expected to continue for 5 years from that date. However, the Parties may decide, in writing, to extend this period. In addition, this MOU may be modified if all the Parties agree in writing; provided, however, the designated authorized representative of each of the Parties entering into one or more project- or activity-level MOUs may not alter, change, or modify in any such project- or activity-level MOU any of the terms set forth in this MOU. Any Party may terminate this MOU at any time but should endeavor to provide at least 30 days' written notice to the other Parties.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of  
October, 2007.

**MICROSOFT  
CORPORATION**

By:   
Gerri Elliott  
Corporate Vice President

Date: 10/22/07

**UNITED STATES  
AGENCY FOR  
INTERNATIONAL  
DEVELOPMENT**

By:   
Henrietta Fore  
Acting Administrator

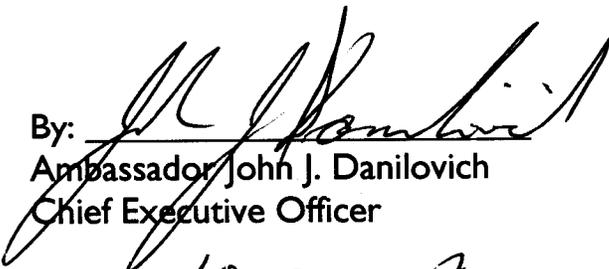
Date: October 22, 2007

**UNITED STATES  
DEPARTMENT OF STATE,  
OFFICE OF THE U. S.  
GLOBAL AIDS  
COORDINATOR**

By:   
Ambassador Mark R. Dybul  
U.S. Global AIDS Coordinator

Date: 10/22/07

**MILLENNIUM  
CHALLENGE  
CORPORATION**

By:   
Ambassador John J. Danilovich  
Chief Executive Officer

Date: 10-22-07

MEMORANDUM OF UNDERSTANDING  
between  
*THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OF  
THE UNITED STATES OF AMERICA*  
and  
*THE MINISTRY OF INFRASTRUCTURE AND THE ENVIRONMENT OF  
THE KINGDOM OF THE NETHERLANDS*  
IN THE FIELDS OF  
SUSTAINABLE URBAN DEVELOPMENT, WATER MANAGEMENT, AND  
INTEGRATED PLANNING AND CROSS SECTOR COLLABORATION

The Department of Housing and Urban Development of the United States of America and the Ministry of Infrastructure and the Environment of the Kingdom of the Netherlands (the “Participants”) envisage

- promoting discussion and strategies on integrated policies and principles for sustainable urban development in the two countries;
- exchanging experience on water management strategies and climate resilience and preparedness;
- exchanging experience and best practices on integrated planning and cross-sector collaboration in the two countries.

They desire to promote international cooperation in the field of sustainable urban development, integrated planning, climate resilience and preparedness, and water management strategies through exploration of solutions to problems of mutual concern and the exchange of information on their policies, research, best practices and programs in this area;

Therefore they have reached the following understanding:

**Section 1**

To realize the benefits of this Joint Memorandum of Understanding (“Memorandum”), the Department of Housing and Urban Development of the United States of America and the Ministry of Infrastructure and the Environment of the Kingdom of the Netherlands intend to develop cooperative exchange programs as specified below, or as may be subsequently decided upon.

## **Section 2**

The bi-national work under this Memorandum is to be jointly led by the Secretary and Deputy Secretary of the Department of Housing and Urban Development of the United States of America and the Minister of Infrastructure and the Environment of the Kingdom of the Netherlands. Together, they intend to oversee the development of areas of cooperation and to seek the involvement of other experts outside the government working in these and related fields who are concerned with research and policy planning issues in urban development, water management in densely populated areas, the living with water strategy and formal and informal governance.

## **Section 3**

The participants have decided to cooperate on sustainable urban development and water management strategies. The topic area of bilateral cooperation may include the following subjects:

1. Sustainable urban development:
  - a. Strengthening national, regional and local economies and international competitiveness of urban areas;
  - b. Integrating infrastructure planning and urban planning issues and accessibility of urban areas;
  - c. Livability;
  - d. Coherence of urban development with water management and ecological dynamics;
  - e. The value of urban design and integrated planning in sustainable urban development and water management.
2. Water management strategies and climate resilience and preparedness:
  - a. In dense urban areas with more extreme weather patterns;
  - b. Climate mitigation actions (green building, urban water management and sustainable urban design);
  - c. New innovative flood protection systems and building with nature;
  - d. Emergency planning and preparation methods.
3. Integration and Cross-Sector Collaboration
  - a. Integrated, cross sector and regional approach in policy making, rules and regulations and investment strategies and methods;
  - b. Sustainable urbanization procedures and administrative measures;
  - c. Combining informal governance and formal policy to develop adaptive planning strategies;

- d. Urban economic development and public–private sector investment partnerships;
  - e. Private corporate and philanthropic investment with public partners at all levels of government within sustainability themes;
  - f. Innovative procedures and investments in the coherence between urban development, ecological dynamics and water management;
  - g. Integrated or programmatic governance models for developing, executing and monitoring water management measures, for instance the Delta Program;
  - h. To be prepared for urgent matters and to arrange financial security on water strategies;
  - i. In general and in specific situations as for instance in collaboration with the ‘Hurricane Sandy Rebuilding Task Force’.
4. Other national policy and research issues in urban development, water management strategies and related issues as may be determined by the two governments.

#### **Section 4**

Cooperative activities initiated under this Memorandum are to be conducted on the basis of equality, reciprocity, and mutual benefit. Such cooperation may be implemented by the following means, centered on the dual framework and topic areas of interest listed previously:

- (a) Organization of the exchange of delegations, including, where appropriate and feasible, professionals and specialists in the subject areas;
- (b) Exchange of information, including policy research studies, program evaluation reports, and monitoring;
- (c) Organization of bilateral conferences, seminars, forums, workshops, prizes, competitions and planning meetings, if possible at least twice a year, once in each country;
- (d) Joint research studies on particular topics; and
- (e) Other means of cooperation as may be jointly approved, for example, an exchange of employees from each organization.

#### **Section 5**

Cooperative activities undertaken pursuant to this Memorandum are subject to the applicable laws and regulations of the United States of America and the Kingdom of the Netherlands and to the concurrence of both Governments before the initiation of any activities. Exchange of confidential or personally identifiable information is not contemplated by this Memorandum. Should the Participants decide to undertake such exchanges, they intend to memorialize the terms of such exchanges in writing, subject to the applicable laws and regulations of the United States of America and the Kingdom of the Netherlands.

### **Section 6**

The nature and extent of activities undertaken pursuant to this Memorandum are subject to the availability of personnel and appropriated funds of each government. It is understood that each government bears the cost for its participation in such activities. This Memorandum is an expression of intent only, and it does not obligate funds, personnel, services, or other resources of either Participant, nor does it create any binding obligations under international or domestic law. Each Participant acts independently with respect to the performance of activities under the Memorandum and does not represent that it is an employee or agent of the other Participant. The Memorandum does not give a third party any benefit, legal or equitable right, remedy, or claim under the Memorandum.

### **Section 7**

The governing legal authority, which permits HUD to enter into this Memorandum, is Section 501 of the Housing and Urban Development Act of 1970 (12 U.S.C. § 1701z-1) and Section 604 of the Housing Act of 1957 (12 U.S.C. §1701d-4).

### **Section 8**

Both Participants intend to coordinate public statements and other disclosures with regard to the Memorandum, and no Participant may enter into any publicity regarding the Memorandum unless the Participants consult in advance on the timing and content of any such publicity, announcement, or disclosure.

### **Section 9**

Overall coordination of this bilateral cooperative program rests with the Office of Policy Development and Research of the Department of Housing and Urban Development of the United States of America and with the Directorate-General of Spatial Development and Water Affairs of Ministry of Infrastructure and the Environment of the Kingdom of the Netherlands. Representatives of these offices or their designees should consult with each other and develop plans for specific cooperative activities which should cover the subject, procedures, terms of cooperation to be undertaken, the entities involved, other appropriate matters related to the conditions of such cooperation, and should review implementation of any mutually determined activities. Representatives of these offices should be responsible for appropriate coordination and cooperation within their respective governments.

#### **Section 10**

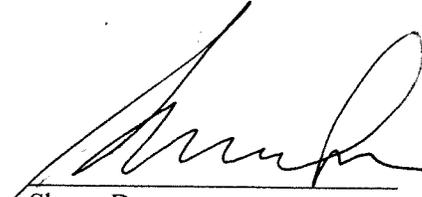
This Memorandum does not create any rights or obligations under international law.

#### **Section 11**

This Memorandum is to come into operation upon signature by both Participants. Activities under this Memorandum may commence from the day of signature and continue for a period of five years. This Memorandum may be altered with approval in writing of both Participants. A Participant should endeavor to provide thirty days advance written notice of its intent to discontinue this arrangement. The Participants are to appoint American and Dutch designees to convene and agree to an annual working program. The Participants are to evaluate the outcome and progress on actions every two years. The designated lead should be shared alternatively between the two Participants. If decided by Participants other parties may be invited to participate.

Signed at Washington, DC on this 4th day of March, 2013, in duplicate, in the English and Dutch languages (both texts having equal validity).

FOR THE DEPARTMENT OF  
HOUSING AND URBAN  
DEVELOPMENT OF THE  
UNITED STATES OF AMERICA:



Shaun Donovan  
Secretary  
Department of Housing  
and Urban Development

FOR THE MINISTRY OF INFRASTRUCTURE,  
AND THE ENVIRONMENT  
THE KINGDOM OF THE NETHERLANDS  
NETHERLANDS:



Melanie H. Schultz van Haegen  
Minister  
Ministry of Infrastructure  
and the Environment