



STATEMENT OF INTENT

BETWEEN

**THE DEVELOPMENT MONITORING AND EVALUATION OFFICE OF THE
NATIONAL INSTITUTION FOR TRANSFORMING INDIA OF THE
GOVERNMENT OF INDIA**

AND

**THE INDEPENDENT EVALUATION OFFICE OF THE NEW DEVELOPMENT
BANK**

TO

**STRENGTHEN COOPERATION IN THE AREA OF INDEPENDENT
EVALUATION AND RELATED CAPACITY BUILDING**

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STATEMENT OF INTENT

This joint STATEMENT OF INTENT (this "SOI"), dated as of _____ ("Effective Date") sets forth certain of the nature of the mutually proposed partnering initiative between:

The Development Monitoring and Evaluation Office ("DMEO") of the National Institution for Transforming India ("NITI"), Government of India, NITI Bhawan, Sansad Marg, New Delhi – 110001 (herein referred to as "DMEO").

AND

The Independent Evaluation Office (IEO) of the New Development Bank ("NDB" or the "Bank"), 1600, Guozhan Road, Pudong New District, Shanghai – 200126 China (herein referred to as "IEO").

DMEO and IEO are referred to individually as a "Party" and collectively as "Parties". Both Parties have mutually agreed to arrive at the following intent.

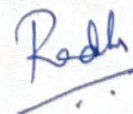
1. Background

- A. DMEO aims to create an ecosystem of evidence-based policy research and encourage partnerships with reputed institutions, research centres, philanthropic organisations, socially responsible corporates and other multilateral institutions.
- B. IEO conducts evaluations to improve NDB's development effectiveness and to further the achievement of Bank's mandate. The IEO plays a central role to drive quality and development impact of the Bank. The IEO is responsible for independently evaluating the Bank's policies, strategies, processes, initiatives and operations. The IEO also contributes and provides oversight to improve the effectiveness of Bank's quality assurance and self-evaluation activities. The IEO is independent of management of the NDB and reports directly and exclusively to NDB's board of directors.
- C. DMEO and IEO propose to come together to collaboratively focus their joint efforts and to fulfill their role in transformative policy reform/to achieve sustainable and more inclusive development, to assess the comprehensive impact of monitoring and evaluation (M&E) in India.
- D. Accordingly, the Parties set forth that the performance of their cooperative activities is sufficient consideration and accept below proposed terms of collaboration and mutual assurances.

2. Objectives of SOI

- To focus on strategic and technical collaboration between DMEO and IEO in the field of M&E,
- To strengthen the empirical monitoring and evaluation ecosystem in India, and
- To gain subject matter expertise and technical support in relevant sectors.

3. Expected outcomes/ Deliverables



The deliverables of the jointly organized activities undertaken as part of this SOI may be by way of study reports, conferences, stakeholder meetings, workshops and such other outcomes resulting due to pertinent expertise shared on mutual basis.

It will result specifically in:

a. Technical Assistance

IEO and DMEO intend to, respectively, provide technical assistance to the other in:

- Sharing knowledge, expertise, and best practices on independent evaluation methodologies.

b. Capacity Building

- The IEO and DMEO may collaborate on evaluation capacity building initiatives in India, with a focus on assisting State Governments and regional institutions in building technical capacities, training, and sharing best practices from national and international arenas;
- Compatible with their mutual priorities and work programmes, DMEO and IEO intend to collaborate in the organization of evaluation capacity development workshops in India;
- IEO intend to partner with and provide support to DMEO towards the periodic National Conference on Monitoring and Evaluation organized by NITI Aayog; and
- IEO intend to provide relevant inputs to DMEO in the preparation and implementation of evaluation initiatives.

c. Knowledge sharing

- IEO and DMEO may exchange knowledge, experiences, and best practices in the field of independent evaluation, including methodologies, tools, and approaches, to promote mutual learning and capacity development.

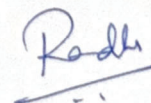
d. Awareness and Communications

IEO and DMEO intend to undertake activities to build awareness around the need for monitoring and evaluation in India, including but not limited to:

- Organizing joint knowledge sharing activities in the area of independent evaluation, such as training courses, conferences, workshops, and related activities, to enhance capacity building, knowledge sharing, and exchange of methodologies and experiences;
- Participating in key independent evaluation-related learning events and evaluation seminars organized by IEO or DMEO on topics of common interest; and,
- Any other exchanges and cooperative activities that may be jointly decided upon by the Parties to further the objectives of this SOI to strengthen the overall monitoring and evaluation ecosystem in the country.

4. Roles and Contributions

The Parties have broadly identified their respective roles and contributions as described



hereunder

4.1 IEO's Roles and Contributions

- Act as a collaborator in establishing the M&E ecosystem through its network of institutions and state representation.
- Inviting affiliated researchers and NDB staff to participate in DMEO's regular knowledge exchange sessions.
- Sharing of relevant M&E resources and toolkits to be hosted on DMEO website as needed.
- Partnering on knowledge dissemination activities, knowledge sharing sessions etc.

4.2 DMEO's Roles and Contributions

- Identify priority activities which have a relevant impact, aligned to the Government's objectives.
- Provide the requisite knowledge and coordination support to ensure the success of the activities identified.
- Facilitate and coordinate with the various Ministries, as needed, to accelerate the Government's objectives.

5. Non-exclusivity

Nothing contained in this Joint SOI shall be deemed to preclude either Party from entering into separate MoU/arrangements/agreements with other parties, on similar subject matter; provided that they do not conflict with this SOI.

6. Financial Arrangements

6.1 Each Party shall be responsible to bear its own costs and expenses in respect of the contributions envisaged herein and no fees/costs/benefits are payable by either Party to the other Party in respect of any of the activity envisaged hereunder.

6.2 This SOI does not obligate either of the Parties to provide funding or direct support for future collaborative activities. However, either of the Parties, or both, may choose to provide support on a case-by-case basis. Implementation of specific collaborative programs between both Parties will depend upon the availability of funds.

7. Limitation of Liability

Neither party shall be liable to the other party for special, indirect, incidental or consequential damages, whether in contract, warranty, negligence, tort, strict liability, third party claims or otherwise, arising out of performing any of its activities under this SOI.

8. Joint Committee

8.1 To be responsible for operationalization of activities under this SOI, each Party intend to designate their respective Single Point of Contact (SPOC).

8.2 The Parties intend to also nominate their representatives and experts as needed to

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constitute a Joint Committee (JC). The Terms of Reference (TOR) of the Committee shall include the strategic steering, periodical review, recommend the standard implementation framework for the said purpose of this SOI, address ambiguities and any needed changes in the course of the implementation.

8.3 Based on activities undertaken as part of the SOI, the Parties intend to endeavor to make best efforts to develop implementation frameworks and abide by them as recommended by the JC.

9. The Parties share a mutual understanding that:

- 9.1 Each Party's rights, title and interest in its intellectual property and confidential information remains unaffected by the existence of this SOI.
- 9.2 No license is granted under this SOI or under the ensuing collaboration to either Party to the intellectual property rights of either of the Parties, either expressly, by implication, inducement, estoppels or otherwise.
- 9.3 Both Parties will take all necessary steps to protect the knowledge and intellectual properties generated during the process, without it affecting the preexisting rights vested in either Party, as the owner of the intellectual property, in anyway.
- 9.4 Each of the Parties are responsible for their respective statutory and regulatory compliances.
- 9.5 Neither Party can use the other Party's logo/branding or any other titles unless prior written permission from the other Party has been granted.
- 9.6 Neither party may assign or otherwise transfer any of its rights or responsibility of cooperative activities under this SOI without prior written consent of the other party.
- 9.7 The Parties will not withhold any research findings (positive or negative) as outcomes of cooperation activities conducted under this SOI from each other and will disseminate the content of any report, data and information collected only after jointly deciding such a course.

10. Further agreements on Implementation:

Based on activities undertaken as part of the SOI, the Parties can:

- a. On a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.
- b. Make best efforts to develop various implementation frameworks and abide by them as recommended by the JC.
- c. Further put forth essential frame of reference for data sharing, interests in intellectual property developed under the scope of this SOI, public or media dissemination and publication and abide by them as recommended by the JC.

11. Confidentiality & Public Announcement

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- 11.1 The Parties may share confidential materials relating to the scope of activities that may be initiated under this SOI and such "Confidential Materials" shall be dealt with the same degree of care it uses in respect of its own confidential information and materials; and Confidential Materials are disclosed to the other Party solely for the purpose of implementing the SOI (the "Permitted Purpose") and confidentiality of such information should be maintained. Any Party cannot claim any ownership of data/information shared by or received from the Other Party.
- 11.2 Neither Party nor any of the affiliates will make any public announcement about the SOI and /or the proposed engagement without the prior written consent of the other Party. Any public announcement so made, will only be as per activities outlined in Clauses 1 to 3 of this SOI.
- 11.3 Such arrangements to maintain confidentiality will survive the completion of the strategic interventions and of any agreements signed by the Parties within the scope of this collaborative SOI to the best interests of both the Parties.
- 11.4 Certain Confidential Materials that are as well sensitive in nature will be shared by the Parties after due written consent is obtained from the respective competent authority.

12. Term and Effect of this SOI:

- a. This SOI will be valid from the date of signing of this SOI by both the Parties.
- b. This SOI will remain valid and be effective for 3 (three) years unless terminated.
 - i. By either Party by giving at least one month in advance, a notice of intention to do so in writing to the other Party.
 - ii. By both the Parties mutually deciding to discontinue this SOI in writing.
- c. Such discontinuation /termination will incur no liability on either Party, and will not affect any agreements or other legally-binding arrangements in place, if any, between the Parties.
- d. The event of termination of this SOI as stated hereinbefore, will not affect the validity and propriety of activities undertaken prior to the termination.
- e. However, the Parties may by way in writing extend the effective term of this SOI or undertake any amendments to other terms hereof in writing.
- f. As both the Parties agree that the essence of their cooperation is public interest, their joint efforts will be to conserve the outcomes in the event of serving any notice to terminate the SOI or before completion of the effective term/tenure of this SOI. The JC will determine the manner in which the deliverables can be utilized, sustained and disseminated by the Parties post completion /termination of the SOI.

13. Non-binding Nature:

- 13.1 This SOI does not create any legally binding or enforceable obligations, express or implied. Each Party is responsible for their respective regulatory compliances and they



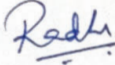
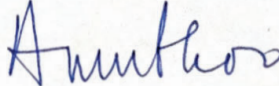
will undertake their respective activities with utmost good faith.

- 13.2 Nothing in this SOI is to be treated as creating a partnership, agency, trust, joint venture or otherwise.
- 13.3 Nothing contained in this SOI will be construed in any manner as an obligation or inducement for any Party and/its employees, consultants and representatives including the Government of India to prescribe, supply or recommend other Party's or its affiliate's services.
- 13.4 Nothing in or relating to this SOI is to be deemed a waiver of any of the privileges, immunities and exemptions enjoyed by the Bank pursuant to its constituent instrument and as an international organisation.

14. Dispute Resolution and Construction:

- 14.1 Any dispute, controversy, or difference as to the interpretation of this SOI will be settled amicably by mutual consultations, negotiations and consent between the Parties.
- 14.2 This SOI will be construed in accordance with the laws of India without regard to any conflict of law provisions.

IN WITNESS WHEREOF, the undersigned being duly authorized hereto, have signed this SOI.

<p>For DME0: Dr. Radha Ashrit Deputy Director General, Development Monitoring and Evaluation Office</p> <p> Signature Date: 7/4/2025</p>	<p>For IEO: Ashwani K. Muthoo Director General, Independent Evaluation Office</p> <p> Signature Date: 7 April 2025</p>
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