

**Memorandum of Understanding**  
**Partnership for Transparency Fund & Consumer Unity & Trust Society**

This Memorandum of Understanding (the "MOU") is entered into and executed by and between:

**Partnership for Transparency Fund** (referred to as **PTF**), duly registered as a not for profit organization in New York State. PTF provides project funding and expert advice and technical assistance to civil society organizations in developing and emerging countries dedicated to good governance, rule of law, transparency and the fight against corruption. PTF serves as a source of knowledge about effective processes for engaging civil society. PTF currently has freestanding affiliates in Europe and Asia.

AND, **Consumer Unity & Trust Society** (referred to as **CUTS**), a non-profit, non-governmental organization, working on public interest issues including consumer protection and good governance, international trade and development, competition investment and economic regulation, human development, consumer safety. CUTS supports civil society and advocates at the policy level. CUTS has five dedicated program centres in India, an advocacy center in New Delhi, and five overseas centres in Zambia, Kenya, Ghana, Vietnam and Switzerland. CUTS is registered in India and the overseas countries in which it operates.

PTF and CUTS enter into this MOU with recognition of their complementary strengths and knowledge that collaboration can offer opportunities to enhance their respective impact. The MOU sets forth a framework that identifies initial areas for potential collaboration that build on the comparative advantage of each party and are of mutual interest.

**1. Comparative and Complementary Strengths of PTF and CUTS**

PTF draws on a cadre of more than 50 senior advisors who have had extensive careers working as development experts including in the areas of good governance, rule of law, and the fight against corruption. PTF has funded more than 250 projects in 40 countries, has a global network of CSO partner organizations, a knowledge base of processes that are effective for achieving impact on the issues of the poor, and a track record of developing policy recommendations to enhance good governance.

CUTS is supported by a staff of 120 at headquarters and in the field with great diversity and experience. CUTS is affiliated to important national committees and a number of international organization and advisory committees guide each program centre. CUTS has a deep networking profile in India and at the global level and wide outreach through its publications. CUTS has had a great number of successful projects since its formation 30 years ago.



## **2. Areas for Potential Collaboration**

There are opportunities for PTF and CUTS to collaborate on areas including but not limited to: joint preparation of grant proposals to donors, design of processes for sub-grants to CSOS, technical assistance for projects, project evaluations, identifying learnings from analysis of multiple projects, and policy advice.

- a. PTF and CUTS are interested in collaborating on opportunities for bidding under World Bank financed projects in the general area of citizen engagement and social accountability in the geographies in which both organizations operate.
- b. In addition to the above, PTF and CUTS are interested in collaborating on opportunities for bidding for projects from other international donors in the areas of citizen engagement and social accountability.
- c. PTF is available to provide international advisory assistance in PTF's areas of expertise to CUTS projects. And CUTS is available to provide assistance to PTF projects in areas such as training programs on various social accountability approaches and tools including third party monitoring, citizen engagement in urban governance to improve the quality of urban services and monitoring of public procurement etc.
- d. PTF and CUTS are interested in sharing findings of factors that support project success, impact and sustainability through joint publications.
- e. PTF and CUTS agree to work together to identify opportunities of mutual interest and to jointly approach donors for grants, provided such joint approaches are deemed appropriate and benefit and add value to each part

## **3. Responsible Representatives**

The responsible representatives of PTF and CUTS are the following:

- a. The responsible representative of PTF is Richard Stern, president of PTF or such other person as PTF may subsequently notify to CUTS; and
- b. The responsible representative of CUTS is George Cheriyan, Director CUTS or such other person as CUTS may subsequently notify to PTF

4. **Collaboration Agreement** – For the avoidance of doubt, PTF and CUTS confirm that this MOU is intended to set out the terms of a collaborative arrangement between them for the specific and limited purposes explicitly set forth herein and that such arrangement does not constitute a partnership or joint venture between them, and neither party shall have the right legally to represent or bind the other for any purpose.

A handwritten signature in dark ink, appearing to be a stylized 'R' or 'S' with a circular flourish at the bottom.



5. **Governing Law** – This MOU shall be construed under and governed by the laws of New York State, USA. In the event of any disagreement between PTF and CUTS as to their respective rights and obligations hereunder, the parties shall engage in good faith negotiations to resolve such disagreement, failing which the parties shall agree to dissolve the MOU.
6. **MOU Effectiveness** – This MOU shall take effect upon the date of execution by duly authorized representatives of each party and shall remain in full force and effect for a period of thirty-six months, unless extended by mutual consent of the parties. Either party may terminate this MOU on six months prior written notice to the other party. The terminating party will continue to fulfill its obligations hereunder during such notice period.
7. **Notices** – Notices for purposes of this MOU shall be sent to the notice addressees for each of the parties provided below. Notices by email to a party's designated email address shall be sufficient for the purposes of this MOU.

PTF:

The Partnership for Transparency Fund, 1110 Vermont Ave NW  
Suite 500 Washington, DC – 20005  
For the attention of: Richard Stern, President

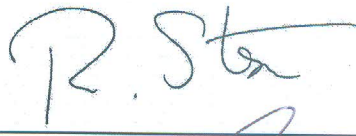
CUTS:

Consumer Unity & Trust Society (CUTS)  
D-217, Akshat Tower, Bhaskar Marg,  
Banipark, Jaipur, Pin Code: 302016  
Rajasthan, India

For the attention of: George Cheriyan, Director

In Witness Whereof, the parties have executed this MOU as of the date herein noted.

Date 08/06/2015 Richard Stern, President PTF



Date 11/06/2015 George Cheriyan, Director CUTS

