

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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Memorandum of Understanding (MoU)

BETWEEN

National Pension Authority, Finance Division
43, Kakrail, Dhaka-1000, Bangladesh

AND

Microcredit Regulatory Authority, Financial Institutions Division
8, Shahid Sangbadik Selina Parveen Sarak Mogbazar, Ramna, Dhaka-1217

26 December 2023

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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

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Memorandum of Understanding (MOU)

This Memorandum of Understanding (MoU) is made and signed on the 26 December 2023 in Dhaka by and between

National Pension Authority (NPA) is a statutory government body established by an Act of Parliament. The authority is currently located at 43, Kakrail, Dhaka-1000, and operating under Finance Division, Ministry of Finance. Herein after referred to as "NPA", which shall mean and include its successors and assignees, and represented by its Executive Chairman, or **the First Party**.

And

Office of the Microcredit Regulatory Authority (MRA), a statutory government body established by an act of parliament, is currently located at 8, Shahid Sangbadik Selina Parveen Sarak Mogbazar, Ramna, Dhaka-1217, hereinafter referred to as the MRA, which shall mean and include its successors and assignees and represented by its Executive vice Chairman (EVC), or **the Second Party**.

PREAMBLE

Whereas the **First Party**, NPA currently offer four pension schemes under Universal Pension Schemes for the citizens of Bangladesh. These schemes are: Probash, Progoti, Surakkha and Samata. A company/private organization or any employee working in a company or organization can participate in Progoti scheme. The Microfinance Institutions (MFIs) can participate in Progoti scheme with registering of their own employees. The clients of MFIs can also join other schemes of Universal Pension Schemes. This MoU is being signed for strengthening and promoting different schemes of NPA.

And Whereas **the second party**, MRA is the sole authority which facilitates by providing licenses to NGO's and other relevant entities mentioned in the section 2(21) of MRA act 2006 for operating and supervising microfinance activities to establish a transparent as well as sustainable Microfinance sector in Bangladesh.

Whereas the First Party desires to have easy access to required information including licensed MFIs, delivered by the Second Party and The Second Party is interested and agreed to provide the information to the First Party.

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

MOU between NPA & MRA

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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Therefore, the parties hereby agree to establish collaboration and cooperation according to the terms and conditions set out in the articles following hereunder:

Article 1

Objectives of Cooperation

- 1.1 The intent of this MoU is to establish, and explicate the scope and area of cooperation, that would exist between the two parties signing this MoU. The rights, duties and obligations outlined in this MoU shall operate only between the parties to this MoU, and shall inure solely to the benefit of the parties to this MoU. The provisions of this MoU are intended only to assist the parties in determining and performing their obligations under this MoU. The parties to this MoU intend and agree that only parties signatory to this MoU shall have any legal or equitable right to enforce this MoU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MoU, or to bring an action for the breach of this MoU.
- 1.2 In this regard, it is expected that there will be a mechanism which will allow NPA lawful access of data, both digital and print, as necessary from the system of MRA and vice versa if required.
- 1.3 NPA desires to have easy access to the information including Certificate of Incorporation/License delivered by MRA.
- 1.4 The purpose and inter-operability (data communication/data exchange) shall include and allow:
 - 1.4.1 Exchange of data through Application Programming Interface (API) between Portal of NPA and MRA.
 - 1.4.2 Sharing of data between MRA and Portal of NPA and providing relevant information.
 - 1.4.3 Facilitate online verification of data integrity between MRA and Portal of NPA to check the authenticity and accuracy of information.

“দেশপ্রেমের শপথ নিন, দর্নীতিকে বিদায় দিন”
MoU between NPA & MRA

Article 2

Areas of Cooperation

2.1 The goal of this cooperation envisaged under the present MoU is to foster collaboration and to facilitate sharing of data available to MRA as per the requirements of NPA. Furthermore, both NPA and MRA hereby acknowledge to implement this sharing process within the framework of laws, rules and regulations in each of the respective institutions and agree as follows:

- 2.1.1 Information and data sharing between the two participating parties will occur according to the mutual understanding;
- 2.1.2 A server-to-server link will be established between the two parties and the MRA shall, as per law, supply the data via online to be used As well as Data exchange mechanism would be –

1. Web based API (Application Programming Interface)

Application Programming Interface (API) is a set of clearly defined methods of communication between different software components. An API is typically defined as a set of Hypertext Transfer Protocol (HTTP) request messages, along with a definition of the structure of response messages, which is usually in an Extensible Markup Language (XML) or JavaScript Object Notation (JSON) format.

2. Any other mutually agreed upon format/template that shall be required for the more effective and successful development and implementation of NPA Portal.

- 2.1.3 For the purpose of data sharing, both parties shall provide required technical and Human Resource (HR)/ manpower related assistance where it is deemed necessary by NPA.
- 2.1.4 Both parties will work together for successful integration of the afore-mentioned systems and transfer of necessary data.
- 2.1.5 The Microcredit Regulatory Authority (MRA) will take necessary measures to register MFIs and enroll their employees in the Universal Pension Schemes (UPS).
- 2.1.6 The Microcredit Regulatory Authority (MRA) will ensure that the Microfinance Institutions (MFIs) take adequate steps to sensitize awareness and enhance the enrollment of the clients of MFIs in the various schemes of UPS.

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Article 3

Operational Modalities

- 3.1 NPA and the MRA agree to designate, on behalf of each organization, a contact person who shall be assigned to liaison and facilitate the execution of this MoU and to draw up activities to be implemented setting out specific provisions concerning the sharing program. Parties will confirm their nominations of contact persons in writing. It is the responsibility of these contact persons to –
 - 3.1.1 Keep both parties fully informed on all aspects of data transaction happening between two parties;
 - 3.1.2 Work collaboratively to arrange meetings and reviews (if necessary);
 - 3.1.3 Oversee reporting requirements as agreed by both parties;
 - 3.1.4 Act as a first point of reference between parties and also as liaison persons for external contacts;
 - 3.1.5 Communicate between parties on matters that arise that may be of interest to either party;
 - 3.1.6 Both parties will ensure to deploy internal IT systems, establish & maintain required operational infrastructure at their own cost.
- 3.2 Parties will take part in meetings regularly, upon request of either of the parties, regarding activities to be undertaken in pursuance of this MoU;
- 3.3 If the contact person changes in either of the parties, the other party will be informed of the new contact person and there should be a handover process so the new person can settle into the assigned role;
- 3.4 In the interest of clear communication, any public statements, from either of both parties that deal with information that can be considered to fall within the sphere of work agreement between the two parties shall be made only after notifying the other party.

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Article 4

Other Stipulations

- 4.1 **Ownership:** Ownership and management of any intellectual property developed in relation to work between two parties shall be done by NPA. The parties also agree that any intellectual property rights arising from further publications in connection with the shared data under this MoU shall be owned by NPA. Only installations and developments made to and in MRA system end shall be owned by MRA.
- 4.2 **Financial Agreement:** Both NPA and MRA agree that the first party will ensure payment, determined by the government or authority of second party, to the MRA regarding any activities done in relation to this MoU.

Article 5

Confidentiality, Dispute Resolution and Others

- 5.1 According to the Statistics Act 2013 and other relevant acts, rules and principles of the government, neither of the parties is to disclose, directly or indirectly, any confidential information received from the other party to any third party without written consent. The parties understand that any information or data that may be shared in connection with the MoU is strictly confidential and agree to maintain that confidentiality.
- 5.2 Any dispute concerning the subject matter of this MoU is to be settled by full and frank discussion and negotiation between the parties where the two parties will work to find out necessary steps to resolve the issue. If both parties fail to reach an agreement regarding the dispute, then with active intervention of respective ministries can solve the issue.

Article 6

Entry into Force, Validity and Termination

- 6.1 This Memorandum shall come into force on the date of its signing and shall be in force for a period of Five (5) years;
- 6.2 The Memorandum shall automatically be extended for a period of the next three (03) years unless either party notifies the other by giving Ninety (90) days' prior written

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notice of its intension to terminate the Memorandum, without prejudice to anything done thereunder prior to such termination.

Article 7

Amendments

- 7.1 This MoU may be amended, if required, as per mutual written consent of the Parties.
- 7.2 The amendments of this MoU will enter into force as according to the amendments made and agreed upon.

Article 8

Governing Law

- 8.1 All questions related to the validity, construction or performance of this MoU shall be governed by the Laws of the Bangladesh.

In WITNESSTH WHEREOF, the Parties here to have signed this Memorandum of Understanding in Dhaka, Bangladesh, on the date first mentioned in two originals in English language by their duly authorized representatives; delivered and put their hands together.

Handwritten signature

Handwritten signature

20.12.2023

<p><i>Kalid Ghosh</i> Executive Chairman National Pension Authority (NPA) 43, Kakrail, Dhaka-1000 Web: www.upension.gov.bd</p>	<p><i>[Signature]</i> Executive Vice Chairman Microcredit Regulatory Authority (MRA) 8, Shahid Sangbadik Selina Parveen Sarak, Mogbazar, Ramna, Dhaka-1217</p>
<p>WITNESSES:</p> <p><i>[Signature]</i> 26.12.23</p> <p>1. Md. Shorif Uddin Senior Assistant Secretary Finance Division, (Attached to NPA) 43, Kakrail, Dhaka-1000</p> <p><i>[Signature]</i> 26.12.2023</p> <p>2. Pankaj Chandra Debnath Senior Assistant Secretary Finance Division, (Attached to NPA) 43, Kakrail, Dhaka-1000</p>	<p>WITNESSES:</p> <p><i>[Signature]</i> 26/12/2023</p> <p>1. Md. Zillur Rahaman Director Microcredit Regulatory Authority (MRA)</p> <p><i>[Signature]</i> 26.12.2023</p> <p>2. Md Minhazul Islam Deputy Director Microcredit Regulatory Authority (MRA)</p>