

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 21st 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 Washington, DC on this 22nd day of
October, 2007.

**MICROSOFT
CORPORATION**

By: _____ / s /
Gerri Elliott
Corporate Vice President

Date: 10/22/07

**UNITED STATES
AGENCY FOR
INTERNATIONAL
DEVELOPMENT**

By: _____ / s /
Henrietta Fore
Acting Administrator

Date: October 22, 2007

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

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

Date: 10/22/07

**MILLENNIUM
CHALLENGE
CORPORATION**

By: _____ / s /
Ambassador John J. Danilovich
Chief Executive Officer

Date: 10/22/07