



# Myanmar Development Assistance Policy

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## Acronyms

AIMS	Aid Information Management System
CLNT	Concessional Loan Negotiation Team
CNT	Contract Negotiation Team
CPG	Cooperation Partners Group
CSO	Civil Society Organisation
DACU	Development Assistance Coordination Unit
DAP	Development Assistance Policy
EAO	Ethnic Armed Organisation
EC	Economic Committee
FDI	Foreign Direct Investment
FERD	Foreign Economic Relations Department
GoM	Government of Myanmar
GPEDC	Global Partnership for Effective Development Cooperation
ICT	Information and Communications Technology
IFI	International Financial Institution
LRC	Local Resource Centre
M&E	Monitoring and Evaluation
MDI	Myanmar Development Institute
MNDAP	Myanmar National Development Action Plan
MoU	Memorandum of Understanding
MSME	Micro-, Small- and Medium Sized Enterprise
ODA	Official Development Assistance
PAPRD	Project Appraisal and Progress Reporting Department
PBA	Programme-Based Approach
PID	Partner in Development
PIP	Public Investment Programme
SCG	Sector Coordination Group
SDG	Sustainable Development Goals
SOP	Standard Operating Procedure
UAGO	Union Attorney General's Office
UMFCCI	Union of Myanmar Federation of Chambers of Commerce and Industry
UN	United Nations
UNCT	United Nations Country Team
UNDAF	United Nations Development Assistance Framework

## Glossary

### Civil Society Organisations

Non-profit associations voluntarily founded within the Republic of the Union of Myanmar, formed for any objective or purpose, operating in the interest of the State and its citizens, and/or for the common interest of its members.

### Development Cooperation

An activity that aims explicitly to support national or international development priorities, is not mainly driven by profit, discriminates in favour of developing countries and is based on cooperative relationships that seek to enhance country ownership. This includes, but is not limited to, financial transfers, capacity support, technology development and transfer, cooperative action to drive policy change at the national, regional and global levels, and multi-stakeholder partnerships.

### Embedded Technical Assistance

Consultants, advisers, long- and short-term experts and similar personnel (including those working in a primarily training capacity) who are contracted directly by either: i) Government Entities, but funded by development assistance; or ii) PID, but where embedded technical assistance is expected to spend a significant amount of time working within Government Entities.

### Government Entity

Government of Myanmar Union Ministries, other Union Executive bodies, State and Region Governments, and other domestic, sub-national authorities recognised by the Government of Myanmar.

### On-Budget Assistance

Development assistance/financing provided by PID that is comprehensively and accurately reported within Myanmar's national budget documentation.

### Partners in Development

The Government of Myanmar's preferred terminology including but not limited to bilateral, multilateral and United Nations agencies, funds and programmes, development finance institutions, South-South, triangular and regional partnerships, export credit agencies, international philanthropic organisations, international non-government organisations and other international organisations providing development assistance with the promotion of socio-economic development and/or welfare of Myanmar identified as the primary objective.

### Programme-Based Approaches<sup>1</sup>

A development cooperation modality based upon the principles of coordinated support for a Government of Myanmar-owned development strategy, Sector Plan, or similar framework. Programme-based approaches typically share the following features: i) a leadership role enjoyed by a Government Entity; ii) a single comprehensive programme and budgeting framework; iii) a formalised process for PID-coordination and harmonisation of procedures for reporting,

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<sup>1</sup> See Global Partnership for Effective Development Cooperation Monitoring Guide (September 2015).

budgeting, financial management and procurement; and iv) efforts to increase the use of country systems for programme design and implementation, financial management, monitoring and evaluation.

### **Sector Plans**

Frameworks developed by Government Entities and used to define a specific approach to achieving development results in a sector or focus/thematic area. Sector Plans typically include clear objectives and results indicators (i.e. output, outcome, and/or impact) as well as targets used to measure progress toward achieving these objectives and an accompanying timeframe.

## Foreword

### Message from H.E. Daw Aung San Suu Kyi, State Counsellor



This Government will remain steadfast in its commitment to work together with all partners who share our vision for a peaceful, prosperous and developed Myanmar. In partnership with the broadest range of stakeholders, our Government will continue to strive to ensure that international development assistance brings maximum benefits to our people.

Earlier this year the DACU was entrusted with the task of drafting a new policy that would serve as a guideline for the most effective use of development assistance to Myanmar, based upon internationally accepted principles. DACU was also asked to ensure that Myanmar's unique characteristics and rapidly evolving context be appropriately reflected. I am happy to say that the DACU has fulfilled these requirements. This DAP will serve to guide us as we move forward with our shared commitment to the advancement of Myanmar's development, the realisation of peace, the eradication of poverty and the attainment of a sustainable future for our people. The Development Assistance Policy recognizes that: the host country must exercise ownership, and provide leadership and guidance with regard to development cooperation; Development Assistance should be aligned with our development priorities and policies and fully transparent; partners must be accountable to each other and to the people of Myanmar as we cooperate to achieve development goals.

With regard to priorities, we learnt quickly that access to basic infrastructure and energy has a positive, transformative effect on the lives and prospects of our people, and leads to the creation of new job opportunities for our most vulnerable. Therefore, amongst the highest priorities for development assistance in the immediate future must be roads and electrification. We would like this Development Assistance Policy to be seen also as an expression of thanks to the international community for supporting Myanmar throughout much of the recent past.

It is in all of our interests to ensure that development assistance in Myanmar leaves long-lasting benefits. We now share a simple but challenging objective: to ensure that the generosity and support of our friends around the world are transformed most effectively into genuine improvements in the lives of our people over the years ahead. With unwavering determination and unrelenting exertion, we shall work together to realise a bright future for the people of Myanmar.

A handwritten signature in blue ink that reads "Aung San Suu Kyi". The signature is written in a cursive style.

**State Counsellor**



## Message from H.E. U Kyaw Win, Union Minister for Planning and Finance

Our country faces a range of development challenges. Much of our population still lives in poverty, with many of our communities lacking access to essential public services. Significant regional disparities exist, especially in areas that have suffered for decades from conflict. New challenges and opportunities, both social and environmental, are emerging. At the same time, Myanmar's development finance landscape is becoming increasingly diversified and complex. Achieving the vision set forth within the Economic Policy of the Union of Myanmar will require the mobilisation and coordination of a broad range of development finance, all of which, if used well, have the potential to make a significant and long-lasting contribution to our country's development.



Since assuming office in April 2016, the Ministry of Planning and Finance has sought to improve the coordination of development finance, with the goal of improving the lives of Myanmar's people. This Development Assistance Policy, developed by the Development Assistance Coordination Unit, and guided by our State Counsellor, is firmly based on international agreements to which Myanmar and many of our partners have endorsed. The Foreign Economic Relations Department under the Ministry of Planning and Finance shall now play a critical role in ensuring that all stakeholders on all sides are fully aware of and act in compliance with this Policy.

We should be proud of what we have achieved together with our partners, however much remains to be done. It is only by working together, openly, honestly, transparently, with mutual respect and understanding that we can continue to improve the effectiveness of development assistance.

It is with great satisfaction that I now share with you this Development Assistance Policy, a document which represents our commitment to both the community of nations and to the good people of Myanmar, to building more effective and inclusive partnerships with those who extend to us an open hand.

A handwritten signature in blue ink, appearing to read 'U Kyaw Win', written in a cursive style.

**Union Minister  
Ministry of Planning and Finance**

# 1. Purpose

In recent years Myanmar has welcomed a growing number of international Partners in Development (PID), including but not limited to bilateral, multilateral and United Nations (UN) agencies, funds and programmes, development finance institutions, South-South, triangular and regional partnerships, export credit agencies, international philanthropic organisations, International Non-Government Organisations (INGOs) and other international organisations. The Government of Myanmar (GoM) sincerely welcomes and appreciates the important contribution that their assistance continues to make toward the overall socio-economic development of Myanmar.

To date, Myanmar has lacked comprehensive policy guidance to ensure development assistance provided by PID is used effectively, efficiently, accountably and transparently for the benefit of our people. This has, at times, resulted in delays in approvals, constraints to implementation, and higher than necessary transaction costs experienced by all sides.

To address these and related challenges, this Development Assistance Policy (DAP) presents:

- an overarching policy framework which shall guide the delivery of development assistance; together with
- clear procedures that streamline the identification, design, negotiation, approval, and implementation of initiatives funded in part or in whole by development assistance.

This DAP aims to ensure that development assistance is:

- aligned with Myanmar’s national, sub-national and sector-level development priorities, and with relevant international accords that Myanmar has endorsed;
- increasingly harmonised with Myanmar’s national planning and budgeting processes;
- delivered in ways that are results-driven, innovative, mutually accountable and transparent;
- delivered in ways that strengthen Myanmar’s human and institutional capacities at all levels; and
- supportive of Myanmar’s achievement of the Sustainable Development Goals (SDGs).

This DAP has been drafted in consultation with a wide range of development stakeholders including but not limited to Government Entities through frequent internal consultations, PID via the Cooperation Partners Group (CPG), and INGOs via the INGO Forum.

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Note: This DAP shall apply to all PID and Government Entities managing development assistance, at all levels.

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This DAP builds upon and supersedes previous guidance, including the Guidelines for UN Agencies, International Organisations and NGO/INGOs on Cooperation Programmes in Myanmar (2011) and the Guide to International Assistance in Myanmar (2014).

The Nay Pyi Taw Accord for Effective Development Cooperation (2013) serves as an essential foundation for this DAP. However, specific actions and commitments noted within the Nay Pyi Taw Accord for Effective Development Cooperation shall be superseded by those identified by the DAP Working Group described in Section 10.2.

## 2. A Vision for Development Assistance

The DAP envisions a future Myanmar without the need for development assistance.

Until that time, Myanmar's vision is that our country enjoys an enabling environment which maximises the positive impact that development assistance can have in the lives of our people; where development assistance may have a catalytic effect through the promotion of knowledge transfer while strengthening the capacity of our people and institutions such that they may continue to wield the reins of our nation's development and steer the course toward a bright, peaceful and prosperous future.

To achieve these ends, Myanmar shall be both innovative and visionary, ensuring that development assistance is at all times used in ways which accelerate our nation's development and contributes to our achievement of the Economic Policy of the Union of Myanmar and the SDGs, supported by clear, integrated and holistic policies, with access to the resources required for effective implementation.

### Box 1: Myanmar National Development Action Plan<sup>2</sup>

The Ministry of Planning and Finance (MoPF), together with relevant Government Entities, is currently drafting a Myanmar National Development Action Plan (MNDAP) to ensure that sector- and macro-level development plans and strategies remain coherent and complimentary, as well as to more accurately gauge the resources required deliver concrete development outcomes for our people. The Public Investment Programme (PIP) noted in Box 15 is closely linked with this initiative. Further information will be made available in due course.

### 2.1. Economic Policy of the Union of Myanmar

Launched in July 2016, the Economic Policy of the Union of Myanmar encapsulates the overall framework which guides Myanmar's economic and social development. The GoM seeks to improve the coordination of all forms of development finance, with the goal of improving the lives of Myanmar's people in line with this framework.

### 2.2. Peace and Development Assistance

The first objective of the Economic Policy of the Union of Myanmar is to support national reconciliation and the emergence of a united democratic federal Union. This reflects the central importance of the peace process, which is the GoM's highest priority.

In accordance with this key priority, the use of development assistance must be informed by the recognition that without peace, development cannot be truly sustainable. At the same time, where communities are materially secure and have access to social and economic opportunities, peace will be more durable. Therefore, all development assistance must be designed and delivered in ways that demonstrate conflict sensitivity and do no harm, and in alignment with and supportive of Myanmar's nationally-owned peace process and national reconciliation efforts.

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<sup>2</sup> Official name may be subject to change.

## Box 2: The Economic Policy of the Union of Myanmar

### Vision

The economic policy of the Union of Myanmar is people-centered, and aims to achieve inclusive and continuous development. It aims to establish an economic framework that supports national reconciliation, based on the just balancing of sustainable natural resource mobilisation and allocation across the States and Regions.

### Objectives

1. To support national reconciliation and the emergence of a united federal democratic union.
2. To achieve balanced economic development across the States and Regions.
3. To create opportunities for the emergence of capable and skilled new generations for the benefit of the country.
4. To establish an economic system that can achieve and maintain positive development outcomes through the participation, innovation and efforts of all citizens.

### Policies

1. Expanding our financial resources through transparent and effective public financial management.
2. Improving the operations of state-owned enterprises, and privatising those state-owned enterprises that have the potential to be reformed, while promoting and assisting small and medium enterprises as generators of employment and growth.
3. Fostering the human capital that will be needed for the emergence of a modern developed economy, and improving and expanding vocational education and training.
4. Prioritising the rapid development of fundamental economic infrastructure such as electricity generation, roads and ports, and establishing a data ID card system, a digital government strategy, and an e-government system.
5. Creating employment opportunities for all citizens including those returning from abroad, and giving greater priority in the short term to economic enterprises that create many job opportunities.
6. Establishing an economic model that balances agriculture and industry, and supports the holistic development of the agriculture, livestock and industrial sectors, so as to enable rounded development, food security, and increased exports.
7. Asserting the right of individuals to freely pursue the economic opportunities they choose, so as to enable private sector growth in line with a market economy system; formulating specific policies to increase foreign investment; and strengthening property rights and the rule of law.
8. Achieving financial stability through a finance system that can support the sustainable long-term development of households, farmers and businesses.
9. Building environmentally sustainable cities, upgrading public services and utilities, expanding public spaces, and making greater efforts to protect and conserve our cultural heritage.

10. Establishing a fair and efficient tax system in order to increase government revenues, and protecting individual rights and property rights through enacting laws and regulations.
11. Establishing technical systems and procedures to support intellectual property rights that can encourage innovation and the development of advanced technology.
12. Identifying the changing and developing business environment both in ASEAN and beyond, so as to enable our own businesses to situate themselves to take advantage of potential opportunities.

### **2.3. The SDGs in the Context of the Economic Policy of the Union of Myanmar**

Encapsulating the overall framework which guides Myanmar's economic and social development, the Economic Policy of the Union of Myanmar also reflects Myanmar's foremost development priorities. The Economic Policy of the Union of Myanmar and the SDGs are firmly aligned.

The SDGs are now being integrated into Myanmar's planning, budgeting and monitoring frameworks consistent with the Economic Policy of the Union of Myanmar and Myanmar's country context, as illustrated in Box 3.

All development assistance to Myanmar should demonstrate a clear alignment with one or more SDGs, and be explicitly linked to Myanmar's achievement of one or more of the 169 SDG targets and/or country-specific SDG targets.

Development assistance should likewise ensure that full consideration is given to strengthening the GoM's ability to:

- deliver services to, and protect the rights of, our most vulnerable populations;
- reduce inequality;
- support more resilient communities that are safe from both chronic threats and sudden and hurtful disruptions in their daily lives; and
- ensure opportunities and prosperity for all.

### Box 3: Links Between the SDGs and the Myanmar Economic Policy<sup>3</sup>

	Sustainable Development Goals																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Vision																	
Objectives 1-4																	
Policy 1																	
Policy 2																	
Policy 3																	
Policy 4																	
Policy 5																	
Policy 6																	
Policy 7																	
Policy 8																	
Policy 9																	
Policy 10																	
Policy 11																	
Policy 12																	

#### 2.4. Sector Plans and Priority Sectors

Both the Paris Declaration on Aid Effectiveness (2005) and Accra Agenda for Action (2008) commitments, as reaffirmed by the Global Partnership for Effective Development Cooperation (GPEDC), call for the use of country results frameworks and the strengthening of country-level monitoring and evaluation systems to ensure that development results align well with the needs of partner countries.

To help realise this commitment in Myanmar, Government Entities are expected to develop costed and prioritised sector plans that are aligned with and support the realisation of both the Economic Policy of the Union of Myanmar and the SDGs. In doing so, Government Entities are strongly encouraged to consult widely, ensuring the drafting process is open, transparent and multi-stakeholder, and to ensure that final plans and priorities are shared with all stakeholders. Development assistance should directly support the implementation of these sector plans.

To further this objective, the GoM has also established 10 Sector Coordination Groups (SCG) (see Box 4), the Joint Coordinating Body for Peace Process Funding (jointly with Ethnic Armed Organisations (EAO)), the Joint Coordinating Body for Rule of Law Centres and the Justice Sector along with various other additional Coordination Bodies. These Bodies reflect the sectors and thematic/focus areas which the GoM has identified as priorities for development assistance and to which development assistance should be primarily targeted towards.

<sup>3</sup> Provided by the Central Statistical Organisation, Ministry of Planning and Finance.

Furthermore, the Guidelines on the Use of Embedded Technical Assistance (Box 19) note that SCGs shall ensure their activities contribute toward national reconciliation, democratic values, human rights, sustainable inclusive economic growth, and gender equality. SCGs and JCBs are discussed in more detail in Section 4.3.1. and Section 4.3.2.

#### Box 4: SCGs and JCBs

##### Sector Coordination Groups

- Agriculture & Rural Development Sector Coordination Group
- Education & TVET Sector Coordination Group
- Energy & Electric Power Sector Coordination Group
- Environmental Conservation Sector Coordination Group
- Health Sector Coordination Group
- Job Creation Sector Coordination Group
- Macroeconomic Management Sector Coordination Group
- Nutrition Sector Coordination Group
- Social Protection & Disaster Management Coordination Group
- Transport & ICT Sector Coordination Group

##### Joint Coordination Bodies

- Joint Coordination Body for Peace Process Funding
- Joint Coordination Body for Rule of Law Centres and the Justice Sector

### 2.5. Development Assistance Core Principles

Drawing upon globally agreed development effectiveness principles, the GoM has identified three Development Assistance Core Principles to be adhered to by all Government Entities and PID operating in Myanmar:

1. The GoM will determine its own development plans and priorities; development assistance shall directly support these plans and priorities, at both the national, sub-national and sector-level, to ensure maximum effectiveness, sustainability and country ownership.
2. Where sufficiently strong country systems are jointly determined to exist, PID should deliver their assistance through such systems, and when such systems do not exist, concrete steps shall be taken by the GoM (with the support of PID) to strengthen them.
3. In order to maximise the impact of development assistance, such assistance should be used in cases where it is not viable or appropriate to attract sufficient private sector financing in the short-term (including due to perceived risk). Further detail on specific criteria used to determine viability and appropriateness shall be developed as part of the Myanmar PIP.

### 3. Partnerships

The GoM recognises that sustainable and inclusive economic growth and poverty reduction benefits from an enabling environment that supports the active and transparent participation of all stakeholders. Therefore, the GoM is committed to building strong partnerships with the full range of development stakeholders.

When engaging in such partnerships, the GoM asks that full consideration be given to the Principles for Partnerships found in Box 5.

#### Box 5: Principles for Partnerships

##### Outcomes First

Policies and procedures must at all times support the achievement of positive outcomes for the people of Myanmar taking precedence over other considerations.

##### Do No Harm

In order for development assistance to support peace and national reconciliation it must first be designed and implemented in a way that is conflict sensitive.

##### Collaboration

A positive and constructive relationship between Government Entities and PID shall be defined through dialogue and collaboration, where opportunities to better work together are maximised and any differences discussed openly.

##### Efficiency

Where possible, inefficient duplication of processes should be avoided. Authorisations, approvals, reporting and similar administrative procedures should, where possible, be dealt with by a single designated Government Entity.

##### Consistency

Processes and procedures contained within this DAP should be consistently applied by all Government Entities.

##### Reciprocity

Both PID and Government Entities should commit to the principles set forth in this DAP.



### Box 6: Transparency in the Provision of Development Assistance

In line with the principle of transparency and mutual accountability, and in line with International Aid Transparency Initiative (IATI) principles, all PID shall ensure full and detailed reporting of their sources and volumes of funding, the development initiatives they are implementing, any funding disbursements to sub-recipients, and results achieved.

Reports shall be submitted to the Foreign Economic Relations Department (FERD) and Government counterparts bi-annually using the standard template found in Annex H.

While other Government Entities remain free to define any additional specific reporting requirements, the DACU strongly encourages adherence to the efficiency principle described in Box 5. In order to better coordinate the sharing of information internally between Government Entities.

With PID support, the GoM will upgrade the 'Mohinga' Aid Information Management System (AIMS) so as to enable the integration of this reporting into the AIMS as described in Section 4.5.

#### 3.1. Bilateral Partners and Bilateral Development Institutions

The GoM seeks to strengthen and expand our relationships with bilateral PID, including regional bilateral partners. In doing so, the GoM recognises that bilateral relationships are informed by a range of issues and contexts.

The MoPF will continue to work closely with the Ministry of Foreign Affairs (MoFA) to identify new potential PID and mobilise new resources accordingly.

#### 3.2. Multilateral Partners and International Financial Institutions

The GoM seeks to strengthen our partnerships with multilateral and international financial institutions, recognising their unique capabilities to support large economically transformative initiatives with a nationwide development impact. The GoM also views favourably the generally untied nature of multilateral assistance, its comparative ability to mobilise private sector co-financing, and breadth of membership.

#### 3.3. The United Nations Country Team

The UN has been a longstanding partner of Myanmar since our independence in 1948. Today, the UN in Myanmar consists of a broad range of agencies, funds and programmes which together form the UN Country Team (UNCT). UN activities in Myanmar shall be guided by the United Nations Development Assistance Framework (UNDAF) jointly agreed by the GoM and UNCT. The UNDAF has been framed around the '5Ps' (People, Planet, Prosperity, Peace and Partnerships) and supports Myanmar's contribution to the 2030 Agenda and our achievement of the SDGs.

To guide implementation of the UNDAF, the GoM will hold an annual formal dialogue with the UNCT to review progress and identify areas where improvements can be made.

### 3.4. Domestic and International Civil Society Organisations

#### 3.4.1. International Non-Government Organisations

The GoM recognises that INGOs can make a valuable contribution towards Myanmar's development. Therefore, it is important that their activities are, to the greatest extent possible, aligned with Myanmar's national, sub-national and sector-level development priorities.

To further this aim, INGOs are encouraged to engage in national, sub-national and sector-level development dialogues and coordination mechanisms, including through representation in SCGs and other relevant coordination bodies.

INGOs shall register formally with the GoM, and seek to formalise their partnership arrangements through the use of Memorandum of Understanding (MoU) with one or more counterpart Government Entities. Individual INGOs are also encouraged to ensure their Government partners remain fully aware of their overall strategic plan and approach in Myanmar.

The DACU will engage with the INGO Forum, taking advantage of its convening power and in its representative capacity, ensuring a mechanism through which to channel input from a broad range of INGOs on matters pertaining to Myanmar's development challenges and opportunities is maintained, in a spirit of transparency, collaboration and trust.

#### 3.4.2. Civil Society Organisations

The GoM recognises the valuable role played by Myanmar's many and diverse civil society organisations (CSOs) in support of our nation's development. A rich and diverse CSO landscape can contribute to the rich tapestry of our society and can help amplify the voice of our most vulnerable. Therefore, the GoM encourages Government Entities and CSOs to view each other as committed partners who share in a common noble goal.

While the scope of this DAP is limited to international PID, to the greatest extent possible, the GoM encourages CSOs to align with Myanmar's national, sub-national and sector-level development priorities; to operate in ways that enable coordination and maximise impact while mitigating the risk of fragmentation, duplication and supply-driven delivery of development assistance; while maintaining their role as valuable and independent development actors.

In line with the principle of transparency, Myanmar's CSOs are encouraged to ensure full and detailed reporting of their sources and volumes of funding, the development initiatives they are implementing and results achieved.

Registered CSOs shall operate in accordance to the Law Relating to the Registration of Associations (2014).

The GoM also encourages CSOs to engage in national, sub-national and sector-level development dialogues and coordination mechanisms, including through representation in SCGs and other relevant coordination bodies.

The DACU will continue to engage with the Task Team CSO Development Effectiveness and Enabling Environment and with local CSO umbrella organisations to ensure a regular and constructive dialogue on Myanmar’s development challenges and opportunities are maintained.

### 3.4.3. International Philanthropic Organisations and Global Foundations

The GoM seeks to strengthen mechanisms through which international philanthropists and foundations can support Myanmar’s development priorities, including through active participation in national, sub-national and sector-level development dialogues and coordination mechanisms, including through representation in SCGs and other relevant coordination bodies.

The GoM remains committed to implementing the Guidelines for Effective Philanthropic Engagement.<sup>4</sup>

In line with the principle of transparency, international philanthropic organisations and global foundations shall ensure full and detailed reporting of their sources and volumes of funding, the development initiatives they are implementing and results achieved. Philanthropic organisations and global foundations are also encouraged ensure their Government partners remain fully aware of their overall strategic plan and approach in Myanmar.

### 3.5. South-South and Triangular Cooperation and Regional Partnerships

The GoM welcomes the important and growing contribution of emerging and regional partners to our development efforts. The GoM views South-South, triangular and regional partnerships as offering innovative approaches for joint development cooperation efforts through diverse, flexible, cost-effective models of support.

The GoM will further regional cooperation partnerships in line with GoM priorities, while noting that South-South, triangular and regional partnership initiatives may not always fall within a traditional definition of development assistance.

#### Box 7: The Private Sector

A vibrant, innovative and competitive private sector will be the most important driver of job creation and sustainable inclusive economic growth in Myanmar in the years ahead. Therefore, Myanmar’s PID should give due recognition to our domestic private sector’s capacity to implement cost effective, value for money, high quality development outcomes at all levels.

In particular, and where feasible, development assistance should seek to complement and support the flourishing of Myanmar’s private sector, especially micro-, small- and medium-sized enterprises (MSMEs) in line with the GoM’s Private Sector Development Framework and Action Plan.

Furthermore, PID should seek to prioritise local procurement and innovative partnerships with the private sector wherever possible. Doing so will stimulate MSMEs growth, generate jobs, and create a multiplier effect within Myanmar’s domestic economy, thus maximising the impact and sustainability of development assistance.

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<sup>4</sup> See Annex C.

The GoM encourages private sector actors to participate in national, sub-national and sector-level development dialogues and coordination mechanisms, including through representation in SCGs and other relevant coordination bodies, coordinated via the Union of Myanmar Federation of Chambers of Commerce and Industry (UMFCCI), to ensure that their important perspectives are reflected.

### 3.6. The Global Partnership for Effective Development Cooperation

The GoM reaffirms its membership of the GPEDC, its status as a signatory to the Paris Declaration on Aid Effectiveness (2005) and to various subsequent development effectiveness-related accords and agreements.

The GoM will continue to make every effort to implement these agreements. In doing so, the GoM shall strive towards making progress on the GPEDC monitoring indicators, while recognising that progress toward realising the GPEDC principles remains a mutual responsibility of both the GoM and PID. Likewise, the GoM encourages all PID to implement their activities in Myanmar in line with their respective GPEDC commitments.

### 3.7. The International Aid Transparency Initiative

The GoM reaffirms its membership of the International Aid Transparency Initiative (IATI).

In line with commitments contained within both the Nairobi Outcome Document (2016) and the Busan Partnership for Effective Development Cooperation (2011), and in line with the principle of transparency, the GoM calls upon all PID to update their various institutional architectures, policies and information management systems as needed, to ensure development assistance to Myanmar is more transparent, meets the information requirements of the broadest range of domestic and international stakeholders and is in line with the IATI Standard.

## 4. Development Assistance Coordination

### 4.1. Government Coordination Entities

#### 4.1.1. Cabinet and Economic Sub-Committee

##### 4.1.1.1. The Economic Sub-Committee of Cabinet ('Economic Committee')

The EC is the Cabinet Sub-Committee responsible for reviewing economic matters. The EC meets every two weeks, and is chaired by the State Counsellor. With regard to development assistance, the EC may:

- approve or reject proposals for the use of both on and off-budget grant assistance above US\$1M and authorise a Government Entity to sign Grant Agreements, MoUs and similar agreements on behalf of the GoM;
- submit to the Cabinet any proposal to accept concessional loans; and
- submit to the Cabinet any other cases deemed relevant to development assistance matters, which the EC has determined requires full Cabinet review and approval.

##### 4.1.1.2. The Cabinet

The Cabinet is the highest decision-making body within the Executive. With regard to development assistance, the Cabinet may:

- approve or reject proposals for the use of development assistance which have been submitted to it by the EC; and
- authorise proposals to accept concessional loans for onward submission to the Office of the President.

##### 4.1.2. The Office of the President

Upon receipt of a submission from the Cabinet, with regard to development assistance, the Office of the President may,:

- formally submit for onward submission to the Hluttaw, any proposal to accept concessional loans; and
- following authorisation by the Hluttaw, approve proposals for the use of concessional loans.

##### 4.1.3. The Hluttaw

In accordance with the Constitution, the ratification of international agreements is the exclusive competence of the Hluttaw. The Hluttaw's authorisation is also required for the acceptance of concessional loans.

##### 4.1.4. The Development Assistance Coordination Unit

The Cabinet of the GoM has assigned to the DACU responsibility for ensuring that development assistance to Myanmar is efficient, effective, coordinated, and nationally owned. The DACU's establishment is based upon internationally-accepted principles of effective development cooperation, namely: that Myanmar, as host country, will exercise ownership, leadership and guidance regarding development assistance coordination.

DACU comprises the following members:

- H.E. Daw Aung San Suu Kyi, State Counsellor,
- H.E. U Kyaw Win, Union Minister for Planning and Finance,
- H.E. U Set Aung, Deputy Minister, Ministry of Planning and Finance,
- U Min Ye Paing Hein, Executive Director, Myanmar Development Institute, and
- U Tun Tun Naing, Permanent Secretary, Ministry of Planning and Finance.

The DACU meets regularly to review development assistance related cases and provides opinions and recommendations to the EC. The DACU also works closely with other Government Entities to support their effective engagement with PID.

The DACU is supported by FERD which serves as the DACU Secretariat.

The DACU regularly reviews PID portfolios, both individually and jointly, including through participation in existing review mechanisms and processes, to assess overall progress, analyse strategies, discuss specific issues, and assess PID support to capacity building and country systems strengthening. The DACU also seeks to expand the use of joint review mechanisms, such as that already in place via the Joint Country Portfolio Review (JCPR), to include a wider range of multilateral partners and international financial institutions.

The DACU also takes responsibility for reviewing synergies and trade-offs among different strategic development and financing priorities, in order to maximise development outcomes.

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Note: Government Entities are welcome to consult the DACU on matters relating to development assistance, including calling attention to challenges and opportunities that may arise in the implementation of development assistance funded initiatives.

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#### 4.1.5. The Ministry of Foreign Affairs

The MoFA is the diplomatic window through which potential new bilateral PID may approach the GoM with offers of development assistance. The MoFA and MoPF work together to identify and engage potential new PID.

#### 4.1.6. The Ministry of Planning and Finance

The MoPF administers Myanmar's monetary and fiscal policies, oversees national planning processes and maintains responsibility for facilitating the overall coordination, negotiation, approval, and implementation of development assistance in Myanmar.

##### 4.1.6.1. The Foreign Economic Relations Department

Within the MoPF, FERD serves as the primary interface between the GoM and PID on all issues relating to development assistance. FERD also serves as Secretariat to both DACU and EC. In this capacity, FERD supports the DACU by regularly assessing the effectiveness of development assistance, collects and analyses development assistance data, and maintains the 'Mohinga' AIMS. FERD also has primary responsibility for the coordination of all UN agencies, funds and programmes operating under the umbrella of the UNCT in Myanmar.

#### 4.1.6.2. The Budget Department

The Budget Department of the MoPF is responsible for formulating the recurrent budget and overseeing budget execution. The Budget Department works closely with FERD and the Planning Department to ensure that development assistance is considered within Myanmar's broader annual and multi-year budgeting and planning frameworks.

#### 4.1.6.3. The Treasury Department

The Treasury Department of the MoPF oversees policy relating to the management of public debt, assesses new financing needs and, (together with Concessional Loan Negotiation Teams), reviews the terms of concessional loans, and monitors Myanmar's concessional loan portfolio. The Treasury Department is also responsible for regularly updating the GoM Public Debt Management Strategy, which determines the maximum ceiling for concessional loans.

#### 4.1.6.4. The Planning Department

The Planning Department within the MoPF coordinates with Government Entities responsible for sector plans, and with State and Region Governments responsible for sub-national plans. The Planning Department also oversees the preparation of Myanmar's annual investment program (capital budget) and supports the work of the Planning Commission chaired by the President.

#### 4.1.7. Project Appraisal and Progress Reporting Department

The Project Appraisal and Progress Reporting Department (PAPRD) within the MoPF is responsible for appraising, monitoring and evaluating all GoM projects costed above 5B MMK. In doing so, the PAPRD provides analysis to respective Government Entities in order to inform policy and decision making.

With regard to development assistance:

- PAPRD and MDI shall co-lead the monitoring and evaluation of all on-budget development assistance in partnership with relevant Government and other nominated entities.
- Where the DACU determines its necessary, the PAPRD and MDI may co-lead evaluations of off-budget development assistance initiatives.

#### 4.1.8. Line Ministries and Other Government Entities

Government Entities are responsible for ensuring that relevant development assistance initiatives are effective, appropriate to Myanmar's country context, and supportive of their respective sector plans. Government Entities are ultimately responsible for the implementation of development assistance financed initiatives to which they are signatories.

All Line Ministries and other Government Entities shall identify one or more senior-level individuals who shall serve in an official Liaison/Focal Point capacity to ensure regular and efficient communication with PID.

#### 4.1.9. State and Region Governments

Myanmar's State and Region governments deliver important government services. PID can play a useful role in supporting State and Region Governments to achieve their development goals.

PID are encouraged to liaise with relevant State and Region Government counterparts to ensure assistance is aligned with sub-national development plans where available, and is responsive to local needs.

All State and Region Governments are encouraged to identify one or more senior-level individuals who shall serve in an official Liaison/Focal Point capacity to ensure regular and efficient communication with PID.

## 4.2. The Myanmar Development Institute

The Myanmar Development Institute (MDI) is an economic think-tank which seeks to strengthen the analytical capacity of the GoM in the formulation and implementation of development strategies and specific policy actions based upon the Economic Policy of the Republic of the Union of Myanmar. The MDI may be called upon by the DACU to conduct monitoring and evaluation of development assistance initiatives on behalf of the DACU, in partnership with both PAPRD and FERD.

## 4.3. Joint Coordination Structures, Systems and Fora

### 4.3.1. Sector Coordination Groups

The GoM has established 10 Sector Coordination Groups (SCGs) to facilitate effective and coordinated development assistance within designated sectors.

#### Box 8: Myanmar's Sector Coordination Groups

Agriculture & Rural Development Sector Coordination Group  
Chaired by: Union Minister for Agriculture, Livestock & Irrigation

Education & TVET Sector Coordination Group  
Chaired by: Union Minister for Education

Energy & Electric Power Sector Coordination Group  
Chaired by: Union Minister for Electricity & Energy

Environmental Conservation Sector Coordination Group  
Chaired by: Union Minister for Natural Resources & Environmental Conservation

Health Sector Coordination Group  
Chaired by: Union Minister for Health & Sports

Job Creation Sector Coordination Group  
Chaired by: Union Minister for Commerce  
Macroeconomic Management Sector Coordination Group  
Chaired by: Union Minister for Planning & Finance

Nutrition Sector Coordination Group  
Chaired by: Union Minister of Health & Sports

Social Protection & Disaster Management Coordination Group  
Chaired by: Union Minister of Social Welfare, Relief & Resettlement

Transport & ICT Sector Coordination Group  
Chaired by: Union Minister for Transport & Communications



These SCGs reflect both those sectors which attract significant volumes of development assistance and the GoM's priorities for development assistance.

The DACU shall take overall responsibility for ensuring that the SCGs and other relevant coordination bodies operate effectively by regularly convening key coordination body stakeholders to review opportunities and constraints faced in pursuit of Myanmar's wider strategic development and policy objectives.

### Box 9: Sector Coordination Groups Operating Guidelines

#### 1. Introduction

- 1.1. Sector Coordination Groups (SCGs) aim to facilitate effective and coordinated development assistance within designated sectors.
- 1.2. The following are the basic operating guidelines that all SCGs shall follow.
- 1.3. Beyond these guidelines, individual SCGs shall have flexibility and autonomy to operate in ways that most effectively meet their specific requirements.

#### 2. Accountability

- 2.1. Union Ministers shall be appointed as SCG Chairs by the Development Assistance Coordination Unit (DACU) Chair. SCG Chairs shall be accountable to the DACU Chair for the effectiveness of their SCG, and its adherence to these basic operating guidelines.
- 2.2. SCG Chairs may appoint a Deputy Chair (at the Deputy Minister-level) to support him/her in carrying out his/her responsibilities.
- 2.3. DACU shall monitor SCG adherence to these SCG Operating Guidelines.
- 2.4. SCG Chairs shall provide bi-annual reports on their SCGs activities to the DACU as per a standardised template.

#### 3. Meetings

- 3.1. SCG Chairs shall personally chair SCG Meetings at least once every four months.
- 3.2. SCGs may choose to meet more often, with or without the presence of the Chair, and in plenary or smaller/sub-group formats, as per operational requirements.
- 3.3. SCGs may form sub-sector groups as required. Such groups shall be chaired at the level of Deputy Director General or above. SCGs shall inform DACU of the formation of sub-groups, and their chairing and membership arrangements.

#### 4. Membership and Attendance

- 4.1. SCGs shall operate in a spirit of openness and transparency with regard to membership.
- 4.2. Relevant Line Ministries and Union-level bodies shall be represented at all SCG meetings, and participate actively as SCG members.
- 4.3. Representatives from State and Region Governments may be invited to join SCGs as members, or to attend SCG meetings, as required.
- 4.4. Partners in Development shall, with the agreement of the Chair, jointly identify one or two Facilitators to impartially assist in the running of the SCG.
- 4.5. Bilateral and multilateral Partners in Development active in the sector shall be considered SCG members.
- 4.6. Private sector, civil society organisations, INGOs and philanthropic organisations can nominate respective representatives to participate in the SCGs as members.

## 5. Tasks and Responsibilities

- 5.1. SCG Chairs shall share prioritised and costed sector plans with SCG members within six months (from the date that these guidelines are issued). SCG members shall be invited to provide inputs into the drafting and ongoing improvement of the plans, but the ownership of the plans shall rest with the relevant Government Entities.
- 5.2. All development assistance to the sector must directly support implementation of the sector plan.
- 5.3. SCG members shall present proposed development assistance initiatives relevant to the sector and seek feedback from SCG members.
- 5.4. SCG members shall be responsible for tracking development assistance to the sector, ensuring timely, accurate and comprehensive reporting to the Myanmar Aid Information Management System (AIMS), and for addressing gaps, overlaps and potential synergies.
- 5.5. SCGs shall encourage monitoring and evaluation of projects and programmes within the sector, and the sharing of findings with SCG members, the Myanmar Development Institute (MDI) and the Project Appraisal and Progress Reporting Department (PAPRD). Data sets shall also be shared with the Central Statistical Organisation where appropriate.
- 5.6. SCGs shall encourage consolidation of development assistance portfolios and the use of country systems.
- 5.7. SCGs shall identify analytical needs, coordinate studies, and ensure debriefings of findings to SCG members.
- 5.8. SCGs shall ensure that their activities contribute toward national reconciliation, democratic values, human rights, inclusive economic growth, and gender equality.

## 6. SCG Secretariat

- 6.1. SCGs shall establish Secretariats to support their effective operation based within the lead Government Ministry.
- 6.2. SCG Chairs shall appoint a Permanent Secretary or Director General to serve as SCG Secretary. The Secretary shall be responsible for the effective running of the SCG Secretariat.
- 6.3. SCG Secretariats shall be responsible for securing the necessary resources for the operation of their respective SCGs.

### 4.3.2. Joint Coordination Bodies

#### Box 10: Myanmar's Joint Coordination Bodies

Joint Coordination Body for Peace Process Funding  
Chaired by: State Counsellor

Joint Coordination Body for Rule of Law Centres and the Justice Sector  
Chaired by: Union Attorney General

The Joint Coordination Body for Peace Process Funding (JCB-PPF) is chaired by the State Counsellor. The Joint Coordination Body for Rule of Law Centres and the Justice Sector (JCB-RoLJ) is chaired by the Union Attorney General. Both Bodies will coordinate closely with the DACU, but are not designated as formal SCGs due to their unique characteristics.

The DACU will seek to establish effective working arrangements with JCBs, and jointly ensure appropriate liaison, coordination and information-sharing.

Membership of JCBs shall remain at the discretion of JCB leadership.

#### 4.3.2.1. The Joint Coordination Body for Peace Process Funding

The JCB-PPF, comprising representatives of GoM and EAOs, seeks to ensure that funding is allocated and used as effectively as possible in supporting collective efforts to bring about a durable and lasting peace. Among the JCB-PPF's main responsibilities are to:

- determine priority sectors for peace process funding;
- review and approve programs that are submitted to the JCB; and
- identify possible sources of funding for those priority sectors and approved programmes.

The JCB-PPF operates on the principles of mutual respect, transparency, and national ownership. Wherever possible, decision-making shall be by consensus. When consensus cannot be reached, the Chair shall have the final decision.

The DACU shall seek to coordinate closely with the JCB-PPF, reflecting the linkages and complementarities between sectoral development assistance and peace-related funding.

#### 4.3.2.2. The Joint Coordination Body for Rule of Law Centres and the Justice Sector

The JCB-RoLJ seeks to ensure the coordination and effective implementation of initiatives related to rule of law and justice sector affairs in Myanmar. With regard to development assistance, the JCB-RoLJ provides a convening function, bringing together Government Entities, PID and other relevant stakeholders to ensure support to the sector is provided in a transparent and coordinated manner.

#### 4.3.3. Additional Coordination Mechanisms

The following bodies, although not designated as formal SCGs due to their non-Minister Chairing, shall be encouraged to adhere to SCG Operating Guidelines in view of their linkages to Myanmar's overall development priorities:

##### Box 11: Additional Recognised Coordination Groups

The Private Sector Development Committee  
Chaired by: H.E. U Myint Swe, Vice-President

Yangon Urban Development Coordination Group  
Chaired by: Yangon Chief Minister

Statistical Quality Development Coordination Group  
Chaired by: Director General, Central Statistical Organisation, Ministry of Planning and Finance

Gender Equality and Women's Empowerment Coordination Group  
Chaired by: Director General, Ministry of Social Welfare, Relief and Resettlement

The GoM encourages coordination in all sectors and thematic areas, including those which do not have formal SCG designation.

The creation of the above formal recognised coordination mechanisms should not be understood as preventing the creation of other general and sub-sector coordination mechanisms as required.

The role and number of formally designated SCGs and other relevant coordination bodies may evolve over time, as determined by the GoM and in accordance with need.

#### 4.4. The Cooperation Partners Group

The Cooperation Partners Group (CPG) is the main forum for information sharing amongst CPG members on development effectiveness and coordination – and for taking decisions on how bilateral, multilateral, and UN PID can improve the way they work together, with the GoM, and others on such matters.

The CPGs core responsibilities as determined by the CPG are:

- to provide a forum for members to share information and exchange views on development issues and national plans, to coordinate their work and to identify common development policies, positions and messaging;
- to discuss and promote joint approaches to strategic issues and processes;
- to coordinate with all levels of Government;
- to engage with the Hluttaw, civil society organizations and the private sector;
- to encourage development cooperation through regular peer review of performance on the provision of harmonised support and reduced fragmentation;
- to encourage coherence between members’ activities relating to development, peace and humanitarian assistance;
- to support GoM’s preparations of annual development cooperation fora;
- to support and interact with GoM-CPG Working Groups, which may be set up to deal with specific issues; and
- to ensure good communication between all members.

#### 4.5. The ‘Mohinga’ Aid Information Management System

Comprehensive and timely reporting of development assistance is key to ensuring reciprocal accountability between both PID and the GoM, and accountability to citizens and taxpayers alike. Accurate data on development assistance is essential to enabling the GoM to make informed decisions regarding the allocation of domestic resources, and helps to ensure that development assistance aligns with Myanmar’s priorities.

The ‘Mohinga’ AIMS – a simple, open and modern cloud based web-application – shall be the officially-designated platform for storing and analysing all development assistance information.

Note: The ‘Mohinga’ AIMS can be found at [www.mohinga.info](http://www.mohinga.info).

The AIMS will be continuously upgraded to include new features as required, and efforts shall be made to raise awareness of the AIMS among all development stakeholders, including the general public. Efforts shall also be made to broaden the types of assistance reported into the AIMS – in particular, assistance provided and implemented both by and through INGOs and CSOs.

The GoM has formed the Myanmar AIMS Reference Group to oversee the ongoing management and further development of the AIMS, including data quality and validation.

In the near-term, FERD, via the AIMS Task Force, will ensure that all PID are registered within the AIMS, that comprehensive and accurate data quality rankings are published and that the AIMS is upgraded to ensure that all development assistance committed, budgeted for, and disbursed is accurately recorded.

Note: All PID are expected to ensure, through due diligence, that their funding recipients are spending money transparently, appropriately, effectively and in line with the relevant overarching agreements with GoM.

#### 4.6. Annual Development Effectiveness Fora

The GoM is committed to holding high-level development effectiveness fora on an annual basis.

These fora shall facilitate multi-stakeholder dialogue on development policy and financing and assist in identifying challenges and opportunities relating to the effective delivery of development assistance. These fora shall also be used as opportunities to reaffirm commitments and principles noted within this DAP, for measuring progress based upon the Joint Monitoring and Accountability Framework and Action Plan described in Section 10.1, and for discussions on broader development policy approaches, achievements and challenges faced.

The exact agenda for each forum shall be determined on an annual basis by the DAP Working Group.

These fora shall welcome the broadest possible representation of national and international development stakeholders. All PID, together with the Hluttaw, private sector and civil society actors will be encouraged to actively participate in discussions.

## 5. Development Assistance Delivery

Based upon our Development Assistance Core Principles (Section 2.5), this Section sets out GoM preferences with regard to specific development assistance modalities.

The GoM welcomes the diversity of PID active in Myanmar and notes that the varied mixture of development assistance delivery modalities (including blended modalities) they bring can ensure a stronger and more resilient approach to financing Myanmar’s overall development.

As such, the GoM shall remain open and flexible with regard to the range of financing and implementation modalities agreed to, prioritising results, country systems strengthening and use, comparative advantage and appropriateness.<sup>5</sup> However, PID assistance is expected to align with and support national plans and priorities regardless of the modality used.

### Box 12: “Aid Brokering”

The GoM discourages the practice of “aid brokering” whereby interested parties present activity-level proposals with neither a secured source of financing nor a concrete/viable financing plan or interested partners, to Government Entities seeking an endorsement that is then used to solicit third-party support.

The GoM believes such practices risk entrenching a supply driven approach to the provision of development assistance that may limit competitiveness, be at odds with good development practice and inconsistent with spirit and intention of this DAP.

However, this does not imply that in all cases Government Entities should reject such proposals as there are also cases where formal agreements may need to be reached in advance of secured funding.

Note: Government Entities are encouraged to conduct their own due diligence with regard to unsolicited development assistance proposals to ensure that proposing entity has secured/reliable access to the financial and technical resources required to implement the proposal.

### 5.1. General and Sector Budget Support

The GoM, strongly encourages the delivery of development assistance through general and/or sector budget support. Budget support promotes national ownership, ensures alignment of development assistance with national and sectoral plans, and minimises fragmentation, inefficiencies, and high transaction costs.

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<sup>5</sup> The DACU notes that determining comparative advantage can be subjective and therefore shall make such determinations based on regular dialogue and consultation with PID based on mechanisms described in Section 4.1.4.

### Box 13: Use of Country Systems

The GoM would like development assistance to be delivered, to the greatest extent possible, through country systems. However, the GoM also acknowledges that institutions, and their absorptive capacities, must also be strengthened. In this regard, the GoM is committed to improved public financial management and civil service reform.

The GoM encourages PID to support the strengthening of fiduciary and administrative capacities within relevant institutions, including robust and standardised expenditure control mechanisms, at all levels. The GoM believes doing so will enable PID to deliver more assistance through country systems.

If PID wish to deliver development assistance outside country systems, PID should provide a clear justification, and set out how they plan to increase their delivery through country systems in future.

### Box 14: Getting Development Assistance on Budget

The GoM wishes to significantly increase the proportion of development assistance recorded ‘on budget’. The increased use of country systems will help to realise this goal. Improved long-term, multi-year planning and budgeting by the GoM and PID, including the use of assessments and establishing timelines, alongside greater transparency in development assistance data, will contribute to this objective.

## 5.2. Pooled, Trust Fund and Other Similar Modalities

Where PID are not in a position to provide budget and/or sector budget support, the GoM encourages the delivery of development assistance through Programme Based Approaches (PBA) and/or Multi Donor Trust Fund (MDTF) mechanisms. Such forms of assistance enable the efficient delivery of a comprehensive and coordinated set of activities directly aligned with national, sub-national and sector-level development priorities.

The GoM shall be represented at a senior level in PBA/MDTF governance structures, and shall ensure substantive engagement in all stages of the programme cycle.

Individual Government Entities may seek to establish sector-specific MDTF mechanisms however a designated MoPF representative must be included in governance structures.

## 5.3. Project-Based Aid

The GoM recognises that project-based development assistance can also be valuable in a range of circumstances including in the delivery of assistance to hard-to-reach communities, in supporting the GoM’s delivery of complex reforms and investments, and in building longer-term institutional capacities.

The GoM particularly welcomes project-based aid that prioritises innovative approaches to service delivery that may have the potential for wider rollout/scaling up in partnership with Government Entities.

#### 5.4. Grant Assistance

To maximise the volume and quality of development assistance, and to ensure continued stability in its public finances, the GoM encourages development assistance to be provided in the form of grants wherever possible, rather than concessional loans or any other form of credit.

#### 5.5. Concessional Loan Assistance

While Myanmar is not currently considered to be at risk of debt stress, the GoM is committed to maintaining Myanmar's debt at a manageable level. Therefore, with respect to loan financing, the GoM has a strong preference for the provision of development assistance in the form of concessional loans. In such cases, concessional loan financing must be used strictly in support of national development priorities.

Barring exceptional circumstances, concessional loan financing should not be used for:

- embedded technical assistance; or<sup>6</sup>
- feasibility studies or other pre-investment analysis prior to implementation.

In such cases, the GoM maintains a strong preference for the above needs to be financed through grant assistance.

Note: In general, concessional loans should only be used to finance initiatives where the economic rate of return is determined by GoM to be higher than the borrowing cost. However, the GoM may also choose to use concessional loan financing for socio-economic initiatives that bring about long-term economic benefits.

Note: The GoM notes that non-concessional financing and other forms of credit with a development focus may still be considered by the DACU in specific circumstances.

#### 5.6. Untied Aid and Local Procurement

Tied aid (i.e. the procuring of imported goods and services which are tied to a funding country or organisation) severely limits the ability of both the GoM and PID to pursue value for money procurement. Therefore, the GoM encourages all PID to provide fully untied assistance. PID proposing wholly or partially tied assistance shall make this clear within Grant or Concessional Loan Financing Agreements, or similar agreements, and shall include a clear justification for why tied aid is being proposed in that instance.

Note: Work is currently underway in preparation for a new Procurement Law. As progress is made in this regard, this DAP, including associated procurement rules and procedures, shall be updated accordingly.

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<sup>6</sup> Unless it has been determined by the DACU, upon written recommendation from the Concessional Loan Executing Agency(ies), to be financially and/or technically effective to use a limited part of the concessional loan for technical assistance.



All PID should establish clear plans, to be shared with Government partners, to increase local procurement and provide a justification when local procurement is not used as a first preference.

Note: The GoM values open, accessible and timely PID contracting practices, including prioritising the creation of opportunities for Myanmar citizens and businesses to contribute to our nation's development. In particular, the GoM encourages PID to minimise the use of non-competitive tender short-lists to ensure more equal opportunities in the award, and implementation of contracts.

In particular, and where possible, the GoM discourages practices which may extend the development assistance implementation chain (e.g. the use of 'sub-sub' or multi-layer contracting arrangements) given that such practices frequently result in excessive overheads, leaving fewer resources available for intended beneficiaries.

### 5.7. Commodity-Based Assistance

The GoM appreciates commodity-based development assistance provided by PID. However, the GoM also notes that such goods are often procured within the provider country, transported to Myanmar and then distributed in an uncoordinated manner, all at significant cost on both sides. Such practices risk distorting local markets. Therefore, the GoM requests that, to the greatest extent possible or in cases involving a specific request from a Government Entity, commodity-based assistance be localised.

Note: The GoM notes potential risks associated with the use of in-kind loans given that they are often tied to the credit supplier and therefore may limit Myanmar's ability to pursue other more value-for-money options. Therefore, the GoM requires both PID and Government Entities to conduct a clear assessment of both the prevailing and future potential market conditions which may impact upon repayment obligations before approvals of such development assistance may be granted.

Note: In cases where in-kind development assistance may be used to procure information and communications technology (ICT) solutions, Government Entities shall be required to conduct an assessment to ensure compliance with Section 5.8. Technological Sustainability and Interoperability.

### 5.8. Technological Sustainability and Interoperability

Where development assistance involves the application and/or transfer of ICT, this technology shall be cost effective, secure, untied, well-supported, future-leaning, and capable of interoperability with other relevant systems. Wherever possible, the GoM has a preference for the use of open source technologies that are both evidence-based and appropriate to the Myanmar context, with the commensurate investment in the building of capacities required to use and maintain any technologies acquired.

### 5.9. Division of Labour and Avoiding Fragmentation

The GoM is committed to preventing the fragmentation and uncoordinated overlap of development assistance. At present, some PID are supporting a large number of sectors, including sectors where they may not necessarily bring a comparative advantage.

To encourage greater interconnectedness and coherence of various initiatives, and an appropriate division of labour, the DACU will work with Government Entities and PID to identify sectors where additional development assistance is required, identify where ‘overcrowded’ sectors exist, and assist both Government Entities and PID to jointly coordinate their support accordingly.

In the medium-term, the GoM wishes to see individual PID focus their assistance in a limited number of sectors where they bring a comparative advantage, resulting in significant efficiency gains for both PID and the GoM.

The DACU will also work proactively with PID, including during the formulation of country strategies and similar strategic documents, to provide broad guidance as to which sectors and thematic areas they may wish to prioritise for inclusion within their portfolio.

### 5.10. Humanitarian Assistance

The GoM accepts the ultimate responsibility of the State to provide for the humanitarian needs of our people.

The GoM is committed to continued dialogue with local and international humanitarian partners to improve the effectiveness and coordination of humanitarian assistance. In this regard, further guidance shall be developed by the DACU, in consideration of the differences as well as the interlinkages between humanitarian assistance and development assistance.

PID must ensure that all forms of humanitarian assistance are reported to the AIMS.

## 6. Approval Procedures

The GoM is committed to establishing clear, efficient and consistent procedures relating to the overall coordination, negotiation, approval, and implementation of development assistance in Myanmar. The GoM also recognises that PID have their own management practices and procedures.

PID are asked to simplify their procedures and bring them into alignment with those used by the GoM. In cases where PID are unable to follow GoM procedures due to unresolvable conflict, PID shall provide a detailed explanation, and propose alternative solutions for consideration by the DACU.

Note: While the approval procedures set out below shall apply to all forms of development assistance, these procedures shall not apply to stand-alone initiatives financed and implemented by PID independent of and/or without reference to Agreements with a Government Entity.

### Box 15: Introduction of the Myanmar Public Investment Programme<sup>7</sup>

The MoPF, in coordination with relevant Government Entities, intends to introduce a Public Investment Program (PIP) for Myanmar. The PIP will comprise the priority initiatives financed by public, private, domestic and international sources of finance and revenue, to be implemented by the Union as well as State and Region Governments in the medium-term. Following the introduction of the PIP, the GoM will encourage PID to prioritise the funding of initiatives within the PIP, either through grants or concessional loans. Fast-track approval procedures will be introduced. Further details regarding the introduction of the PIP, and implications for PID, will be announced in due course.

Note: State and Region Governments seeking development assistance shall follow the policies and procedures below. In doing so, all proposals submitted by State and Region Governments shall require prior approval by the respective State/Region Chief Ministers.

### 6.1. Standard Grant Agreement/MoU Templates

Off-budget Grant Agreements/MoUs and similar documents should, to the greatest extent possible, follow the standard template found in Annex E. This standard template is intended to simplify procedures for both the GoM and PID, enabling rapid assessment and approval, and significantly reducing the administrative burden for Government Entities.

### 6.2. Approval Process for Small Grants of US\$1M or Below<sup>8</sup>

#### Box 16: Visualisation - Approval Process for Small Grants of US\$1M or Below



<sup>7</sup> Official name may be subject to change.

<sup>8</sup> This threshold will be reviewed on a regular basis to ensure continued applicability and appropriateness.

The Government Entity shall assess and determine the suitability of the grant proposal, without reference to the EC. In doing so, the Government Entity must ensure that the proposal is in line with the DAP, aligned with relevant sector plans, and consistent with and complementary to other ongoing and planned initiatives. In making this assessment, the Government Entity should consult with the relevant SCGs and other relevant coordination bodies.

Government Entities should not feel obliged to accept all grant assistance offered.

*Note: Where a proposed initiative does not fit within the scope of an existing SCG or other relevant coordination body, the Government Entity is encouraged to consult widely with other Government Entities and PID engaged in similar initiatives and seek their comment.*

The relevant Union Minister, Chief Minister or similar level authority shall have the authority to approve and sign approvals for small grants of US\$1M or below. Approval shall be confirmed in writing to the relevant PID. No further approvals or comments shall be required.

The Government Entity shall encourage PID to use the standard Grant Agreement/MoU template found in Annex E.

The Government Entity shall be required to seek comments from the UAGO before approving small grants only where non-standard templates are proposed or when proposed amendments are considered legally binding.<sup>9</sup> In such circumstances, the Government Entity shall liaise directly with the UAGO to seek comments.

*Note: For grant approvals above US\$1M, Government Entities are not required to seek an opinion from the UAGO or any other Government Entity. If necessary, the EC Secretariat will liaise with the UAGO, and seek the UAGO's written approval.*

If approved, PID shall register initiatives into the AIMS.

Within two weeks of any initiative being approved, the Government Entity should submit to FERD for its records the following documentation:

- Approval letter from Union Minister, Chief Minister or similar level authority to PID;
- Approved Small Grant Summary Template (if applicable);<sup>10</sup>
- Project/Programme Design Document and Indicative Budget (if applicable); and
- Final Grant Agreement/MoU or equivalent (if applicable).

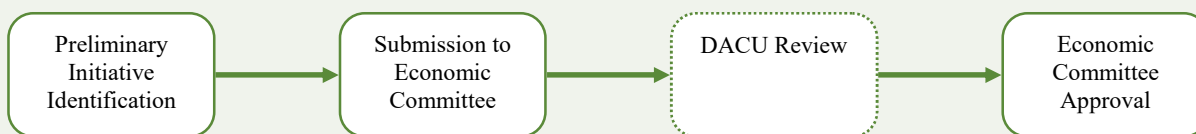
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<sup>9</sup> Further guidance on the definition of non-standard templates shall be forthcoming.

<sup>10</sup> Further guidance shall be forthcoming.

### 6.3. Approval Process for Grants Above US\$1M<sup>11</sup>

#### Box 17: Visualisation - Approval Process for Grants above US\$1M



#### 6.3.1. Step 1: Preliminary Initiative Identification

Government Entities shall ensure that the proposed grant financed initiative is in line with the DAP, aligned with relevant sector plans, and consistent with and complementary to other ongoing and planned initiatives.

#### 6.3.2. Step 2: Submission to Economic Committee

Grant financed initiatives above US\$1M require EC approval.

The Government Entity shall complete and submit the following documents to the EC Secretariat:

- DACU/EC Project/Programme Submission Form;<sup>12</sup>
- Project/Programme Design Document and Indicative Budget (if applicable); and
- Draft Grant Agreement/MoU or equivalent (if applicable).

Note: For grants above US\$1M, relevant Government Entities are not required to seek an opinion from the UAGO or any other Government Entity. If necessary, the EC Secretariat will liaise with the UAGO, and seek the UAGO's written approval.

Note: The EC Secretariat shall be the single window for the submission of all cases requiring the DACU's consideration prior to EC consideration. Government Entities should not submit cases to the DACU directly.

Note: Government Entities must complete all applicable sections of the DACU/EC Project/Programme Submission Form to ensure timely consideration by the DACU and the EC. If requested, the DACU may assist submitting Government Entities during this phase however, the technical soundness of initiatives and subsequent implementation shall remain the responsibility of the Government Entity.

<sup>11</sup> This threshold will be reviewed on a regular basis to ensure continued applicability and appropriateness.

<sup>12</sup> See Annex G.

The DACU will review all submitted documentations. Occasionally the DACU may seek additional information from relevant Government Entities and PID. The EC Secretariat shall then submit the case to the EC with the DACU’s comments and recommendations.

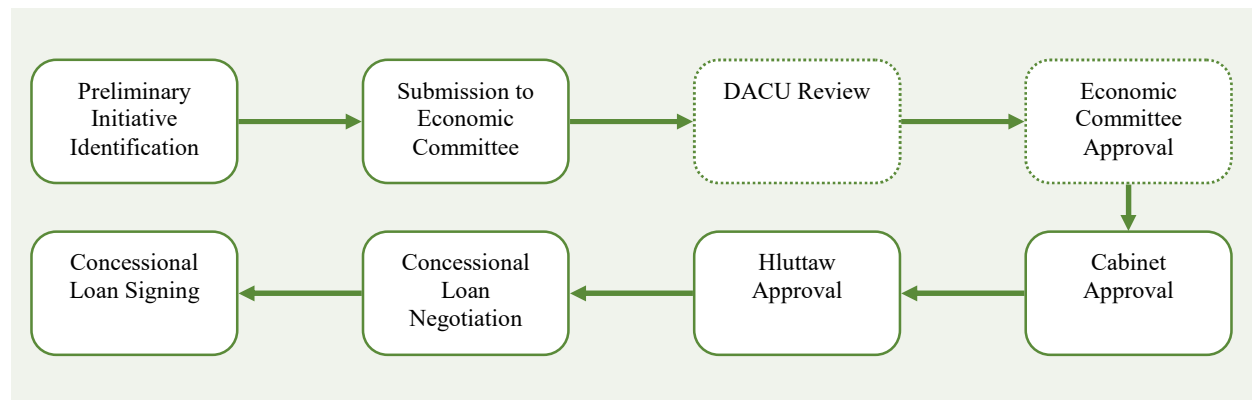
Note: Where initiatives i) relate to peace building and/or Myanmar’s peace process, ii) fall within the JCB-PPF priority sectors, and/or iii) may be implemented in relevant geographic locations, the DACU may seek a dialogue with the JCB-PPF prior to EC consideration.

The EC’s decision shall be communicated by the EC Secretariat directly to the submitting Government Entity, who may then inform relevant PID.

If approved, PID shall register initiatives into the AIMS.

#### 6.4. Concessional Loan Approval Process

##### Box 18: Visualisation - Concessional Loan Approval Process



##### 6.4.1. Step 1: Preliminary Initiative Identification<sup>13</sup>

Government Entities shall ensure that the proposed concessional loan financed initiative is in line with the DAP, aligned with relevant sector plans, and consistent with and complementary to other ongoing and planned initiatives.

##### 6.4.2. Step 2: Submission to the Economic Committee

The Government Entity shall submit the following documents to the EC:

- DACU/EC Project/Programme Submission Form;<sup>14</sup>
- Project/Programme Design Document and Indicative Budget (if applicable); and
- Draft Concessional Loan Financing Agreement.

<sup>13</sup> Government Entities may request EC authorisation to issue a Letter of Intent (LoI) or Expression of Interest (EoI) to an identified PID formally expressing the GoM’s interest in considering a concessional loan proposal. However, this shall not be understood as signifying a formal commitment to accept the concessional loan. Formal concessional loan approval will still require the following of Steps 2-4 in this Section.

<sup>14</sup> See Annex G.

The DACU will review all submitted documentations. The DACU may seek additional information from relevant Government Entities and PID. The EC Secretariat shall then submit the case to the EC with the DACU's comments and recommendations.

The EC's decision shall be communicated by the EC Secretariat directly to the submitting Government Entity who may then inform relevant PID.

Note: For concessional loans, Government Entities are not required to seek an opinion from the UAGO or any other Government Entity. If necessary, the EC Secretariat will liaise with the UAGO, and seek the UAGO's written approval.

### 6.4.3. Step 3: Cabinet Approval

The EC Secretariat shall then prepare a concessional loan request package for signature and submission by the Union Minister for Planning and Finance to Cabinet.

Note: The EC Secretariat shall ensure that all supporting documentation required for submission to the Hluttaw is contained within the concessional loan request package before submission to Cabinet.

Following approval by Cabinet, the concessional loan request package shall be sent to the Hluttaw via the Office of the President.

### 6.4.4. Step 4: Hluttaw Approval

The Hluttaw shall consider the concessional loan request and inform the Office of the President in writing of its decision.

### 6.4.5. Step 5: Concessional Loan Negotiation

After the Hluttaw has approved the concessional loan request package, the Office of the President shall authorise the Union Minister of Planning and Finance to officially request the concessional loan.

PID shall register the concessional loan into the AIMS once an official request has been received.

The MoPF shall then form a Concessional Loan Negotiation Team (CLNT) which shall include representatives from:

- MoPF – Treasury Department (Lead),
- MoPF – Budget Department,
- MoPF – Foreign Economic Relations Department,
- MoPF – Myanmar Foreign Trade Bank,
- Central Bank of Myanmar,
- Union Attorney General's Office, and
- All Government Executing Agencies.

The MoPF and PID shall exchange details as to their respective CLNT memberships before negotiations may formally commence. The negotiations should then begin with minimal delay.

Each member of the CLNT shall engage fully as a representative of their respective institutions. No written comments/opinions from any additional Government Entity shall be required in this process

however CLNT may remain open to considering written submissions provided by or on behalf of stakeholder groups.

When the CLNT has accepted the terms and conditions stated within the final Concessional Loan Financing Agreement, the Treasury Department shall submit the Agreement to the Union Minister for Planning and Finance for signing.

Final authorisation for signing Concessional Loan Financing Agreements shall not require additional EC/Cabinet approval.

Note: The DACU will work with the entities above to develop Standard Operating Procedures as required.

#### 6.4.6. Step 6: Concessional Loan Signing and Management

The Union Minister for Planning and Finance shall be the sole authority for all Concessional Loan Financing Agreements.

The MoPF shall maintain high-level oversight of all concessional loan financed initiatives.

Government Executing Agencies shall remain responsible for loan execution and for project/programme management and quality.

#### 6.5. Concessional Loan Subsidiary Contract Approvals

The Union Minister for Planning and Finance may grant approvals for executing agencies to sign various types of contracts (e.g. contracts involving the provision of goods and services financed by the concessional loan) as subsidiary arrangements (under already signed Concessional Loan Financing Agreements) after agreement has been achieved amongst a Contract Negotiation Team (CNT) which shall include representatives from:

- Government Executing Agencies (Lead(s)),
- Financing Partner(s) (Co-Lead(s)),
- MoPF - Treasury Department,
- MoPF - Budget Department,
- MoPF - Project Appraisal and Progress Reporting Department,
- Union Attorney General's Office,
- Myanmar Development Institute, and
- Other relevant parties as required.

Note: The DACU will work with the entities above to develop Standard Operating Procedures as required.

CNTs are strongly encouraged to pay particular attention to the proposed use of embedded technical assistance and procurement plans which, if approved in full by both the Union Minister of Planning and Finance and Government Executing Agencies, may be implemented without further submission to any oversight body.



Final authorisation for contract signing shall not require additional EC/Cabinet approval.

In cases where the CNT is unable to achieve consensus, contracts may be referred to the DACU for further consideration and efficient and final resolution.

#### 6.6. Development Cooperation/Framework Agreement Approval

Most development assistance provided to Myanmar falls within an overarching framework negotiated between the GoM and the respective PID. Such agreements typically outline the broad scope, scale and sector-level focus, and is often used as a basis for more detailed individual Grant and Concessional Loan Financing Agreements that follow.

FERD, guided by the DACU, shall lead the negotiation of all such and similar Agreements.

FERD and PID shall involve relevant Government Entities during drafting and negotiation, with comments and feedback to be compiled by FERD for DACU review.

Following DACU review, FERD shall provide comments to the PID with the expectation that such comments be incorporated in subsequent drafts. If comments cannot be incorporated, the PID shall provide a written response to FERD detailing the justification for non-inclusion.

Upon finalisation of negotiations, FERD shall submit the proposed final Agreement to the EC via the EC Secretariat. The EC shall have the authority to approve the Agreement.

Agreements shall not be considered legally binding on any party, and shall, to the greatest extent possible, be limited to setting out the PID overall development assistance priorities together with, where feasible, an indication of intended projects and/or programmes and/or focus areas. Agreements should include reliable indicative commitments of development assistance over a multi-year period, anticipated beneficiaries/implementing organisations, geographic locations, and proposed delivery modalities.

All PID are encouraged to discuss such Agreements within SCGs and other relevant coordination bodies throughout the drafting process in order to reduce the risk of duplication and overlap, to facilitate a more effective division of labour and to improve the overall efficient allocation of development assistance.

Whenever any such Agreement is signed, the MoPF shall retain an original copy.

Note: In exceptional cases, and subject to the agreement of the GoM, PID may maintain a regular dialogue between relevant Myanmar authorities, in place of a formal Development Cooperation/Framework Agreement. In such cases, the MoPF will lead on dialogue regarding development assistance related matters.

#### 6.7. Changes to Agreements

The GoM discourages significant changes to project and programme agreements beyond their original estimated duration, unless there is clear justification and/or evidence of positive results achieved within the original timeframe. Any proposed extension or renewal should have the full support of relevant Government Entities.

Where extensions are requested due to delays in implementation and/or disbursement caused by any side, any side may request the DACU to convene a discussion together with FERD, relevant Government Entities and PID regarding how to avoid such issues in future.

#### 6.7.1. Changes to Agreements of US\$1m or Below

Where extensions and/or changes to agreements valued at US\$1M or below are being considered and/or where additional financing of US\$1M or below for an existing initiative is being proposed, approval may be granted by the relevant Union or Chief Minister without reference to the DACU or EC.

Within two weeks of such extensions being granted, the relevant Government Entity should submit to FERD for its records the following documentations:

- Extension Approval Letter from the relevant Union or Chief Ministers to PID,
- Updated Approved Small Grant Summary Template (if applicable)<sup>15</sup>,
- Revised Project/Programme Design Document (if applicable), and
- Revised Grant Agreement/MoU or equivalent (if applicable).

#### 6.7.2. Changes to Agreements Above US\$1m

Where extensions and/or changes to agreements valued at above US\$1M are being considered and/or where additional financing above US\$1M for an existing project or programme is being proposed, the Government Entity should submit to the EC Secretariat:

- The PID Extension Proposal, and
- An internal assessment of the relevance, impact, effectiveness and sustainability of the existing engagement, including projects and programs, and of adherence to the existing MoU/Agreement.

The DACU shall consider each case and provide a written opinion to inform the EC's final decision.

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<sup>15</sup> Further guidance shall be forthcoming.

## 7. Embedded Technical Assistance Delivery

The GoM is committed to strengthening human and institutional capacities required to achieve our national development objectives, including through the use of development assistance funded embedded technical assistance.

The GoM recognises that technical assistance more broadly, and embedded technical assistance specifically, plays a valuable role in strengthening national human and institutional capacities, supporting the implementation of reforms and facilitating knowledge transfer. At all times, such technical assistance must be demand-driven, effectively managed, of the highest quality, and should always provide value for money.

Barring exceptional circumstances, capacity building shall be included as a central objective in the deployment of technical assistance. Technical assistance must not seek to replace or substitute local capacities, or create an unsustainable reliance on such assistance (including for the delivery of functions that the GoM may be unable to sustain long-term). Therefore, the GoM has developed a set of Guidelines for the Use of Embedded Technical Assistance which all PID are expected to adhere to (see Box 19).

### 7.1. Embedded Volunteer Technical Assistance<sup>16</sup>

Myanmar has benefited from the dedicated efforts of foreign volunteers who have supported our country's development. However, managing embedded volunteers, just like technical assistance, places transaction costs on the GoM. Therefore, for volunteers working closely with or within the GoM, the host Government Entity will take the leading role in identifying specific areas which can benefit most from volunteer support, and communicate these needs to PID. It shall be upon this basis only that the GoM shall seek out and engage embedded volunteer technical assistance.

### 7.2. Guidelines on the Use of Embedded Technical Assistance

Embedded technical assistance that is demand driven, well designed and value for money can make a significant contribution to Myanmar's development. However, in cases where such assistance is supply driven, poorly managed or offers weak value for money, it can be counterproductive. To ensure the most effective use of technical assistance, the GoM has developed the following Guidelines on the Use of Embedded Technical Assistance. PID are expected to make all efforts to align their provision of embedded technical assistance accordingly.

These Guidelines apply to all new embedded technical assistance, including advisers, long- and short-term experts and similar personnel (including those working in a training capacity) who are contracted either:

- directly by Government Entities but funded by development assistance, or
- by PID, but where they are expected to spend a significant amount of time working within Government Entities.

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<sup>16</sup> Including volunteers embedded within Government Entities receiving compensation.

Myanmar's PID who, for legal and/or procurement reasons, are unable to conform with certain aspects of these Guidelines shall inform the DACU in writing, including their exact legal and/or procurement rules that limit their conformity. The DACU will work together with these PID to identify a mutually agreed solution.

DACU may authorise exceptions to these Guidelines in special circumstances.

The DACU also notes that PID often make available non-embedded technical assistance expertise in the form of seconded diplomats or civil servants, university fellows and volunteers. The DACU encourages PID providing such expertise to maintain conformity with these Guidelines.

### Box 19: Guidelines on the Use of Embedded Technical Assistance

#### Responsibilities of the Development Assistance Coordination Unit

1. DACU will maintain and communicate Guidelines, procedures and best practice regarding the recruitment, management and oversight of embedded technical assistance across Government. In doing so, DACU will ensure clear and efficient procedures and value-for-money outcomes, and will welcome feedback from all stakeholders.
2. DACU will review notifications of anticipated embedded technical assistance requirements submitted by Government Entities (see point 5). In some instances, DACU may request additional information or propose and discuss alternative arrangements with Government Entities.
3. DACU will maintain a register of potential pro-bono embedded technical assistance resources. In cases where pro-bono embedded technical assistance may be feasible, DACU will work closely with the relevant Government Entity to identify whether pro-bono solutions might be both cost-effective and technically superior to paid embedded technical assistance.
4. DACU will review advance copies of embedded technical assistance ToRs provided by Government Entities, and provide any comment or a 'no objection' within 14 days of date of submission to DACU. Subject to this feedback, Government Entities then may proceed with the embedded technical assistance recruitment process.

#### Responsibilities of Government Entities

5. As part of the annual budget planning cycle, Government Entities will notify DACU (through a standard template set by the DACU) of their anticipated embedded technical assistance requirements for the year ahead, and anticipated sources of financing. Government Entities are also encouraged to notify DACU on an ad-hoc basis of any additional requirements that may arise outside of this cycle.
6. Government Entities will be actively involved in the embedded technical assistance ToR drafting process, which shall be based on a standard template set by the DACU, and include: specific, measurable and time-bound objectives/outcomes; specific requirements associated with knowledge-transfer and capacity-building for the Government staff; monitoring and

reporting arrangements; and the responsible Government counterpart(s).<sup>17</sup> Prior to launching the advertising and recruitment process, Government Entities shall submit an advance copy of the ToRs to DACU for review (see point 4 above).

7. Government Entities and/or PID will publish available embedded technical assistance positions and associated ToRs in Myanmar and English on recognised online job boards (including at least one Myanmar website) and/or their respective websites to ensure transparency and attract the widest field of local and international candidates.
8. Government Entities shall be responsible for the final selection of the embedded technical assistance from among those shortlisted, based on objective, transparent and appropriate criteria.
9. In support of knowledge-transfer, Government Entities must pair embedded technical assistance with a designated government counterpart (a specific individual or team), allowing the former to gain better insights into local context and the latter to gain relevant professional skills and experience.
10. Government Entities shall ensure regular dialogue with PID funding embedded technical assistance concerning performance. Government Entities are encouraged to make the DACU aware of both success stories and best practice, as well as unsatisfactory performance requiring further follow-up action.
11. Government Entities shall ensure that contracts include the right to request an alternative embedded technical assistance following an appropriate notice period and in accordance with due process and contractual obligations, if an embedded technical assistance's performance is judged to be unsatisfactory.

#### Responsibilities of Partners in Development

12. PIs are responsible for following these Guidelines, and for seeking clarification where necessary.
13. Where possible, PID should establish pooled funds to jointly finance embedded technical assistance services.
14. Details of embedded technical assistance should be entered by the funding PID into the Aid Information Management System (AIMS).
15. Copies of contracts between funding PID and embedded technical assistance should be shared with the relevant Government Entities.<sup>18</sup>
16. Where PID are directly contracting an embedded technical assistance who will be expected to spend a significant amount of time inside Government, the PID must provide a list of at least three suitable candidates (or an explanation for any exceptions to this rule), from which the

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<sup>17</sup> PID are welcome to also provide ToRs in accordance with their organisation's legal and/or procurement requirements, in addition to the standard template set by the DACU.

<sup>18</sup> DACU recognises this may not be possible for some PID for legal reasons.

Government Entity will choose. In such cases, PID must make a reasonable effort to ensure the validity of candidates' stated qualifications and experience.

#### Responsibilities of Embedded Technical Assistance

17. Embedded technical assistance shall submit regular formal reports (based on a standard template set by DACU) to their government counterpart covering progress toward deliverables set within their ToRs.
18. Former Myanmar civil servants will not be eligible for recruitment as embedded technical assistance until at least twelve months after their departure from Government service (exceptions can be made for civil servants who reach official retirement age).
19. Embedded technical assistance shall treat the transfer of knowledge and local capacity-building as a priority.
20. Embedded technical assistance should be predominantly based in Myanmar during their contract period, in order to facilitate on-ground understanding, effective communications, and knowledge transfer. Exceptions will require written justification and counterpart endorsement.
21. Embedded technical assistance should be sensitive to Myanmar culture and context.

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Note: With the introduction of the above Guidelines, Government Entities are no longer required to seek approval of any Cabinet Sub-Committee for the hiring of embedded technical assistance.

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Note: These Guidelines shall not apply to technical assistance hired by PID from their own administrative budgets, or engaged in initiatives covered by the first note in Chapter 6.

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## 8. General Administrative Procedures

### 8.1. Visas

Diplomats, staff, consultants and those whose services are otherwise engaged by a PID for the purposes of implementing development assistance funded initiatives in Myanmar, including immediate family members, shall receive a visa issued either via a Myanmar Embassy abroad, upon arrival in accordance with an established Framework Agreement, MoU or any similar applicable Agreement established between the GoM and the PID.

Note: The GoM is considering upgrading the official Myanmar eVisa service. Additional guidance on visa processes and eligibility will be developed in consultation with relevant stakeholders. Further information on both matters will be made available in due course.

### 8.2. Establishing an Office in Myanmar

All PID shall be permitted to establish offices in any part of Myanmar, other than restricted areas determined by the Ministry of Home Affairs. All PID seeking to establish offices shall officially inform FERD at least 2 months prior to open their offices so that FERD may facilitate the necessary approvals in accordance with a time-bound process. PID wishing to establish offices in restricted areas will require formal authorisation. PID must officially inform FERD so that appropriate arrangements and consultations can be made.

The GoM encourages PID to consider establishing and strengthening their full-time presence in Nay Pyi Taw, our capital city and home of the Union Government and Union Hluttaw. The Nay Pyi Taw Council and municipal authorities stand ready to provide appropriate assistance.

PID, and local and international staff of PID, are permitted to rent residential accommodation anywhere in Nay Pyi Taw except the Military Zone. Tenants and landlords shall follow the standard procedures as elsewhere in the country, including registration with the relevant township authorities.

PID are permitted to rent office space anywhere in Nay Pyi Taw except the Military Zone. Tenants and landlords shall follow the standard regular procedures as elsewhere in the country, including registration with the relevant township authorities.

Specific queries are to be directed to the Nay Pyi Taw Council.

Note: Embassies and Diplomatic Missions are covered by separate regulations as stipulated by the MoFA; these are outside the scope of this DAP.

### 8.3. Knowledge Products, Conferences, Seminars and Trainings

PID are encouraged to ensure that knowledge products (e.g. publications, research, reports etc.) and the content of conferences, workshops seminars, trainings and similar capacity building and knowledge-sharing events are made freely available to the widest possible audience. This includes a strong preference for the use of Myanmar and other local languages in content delivery and materials distribution.

Furthermore, in the spirit of openness and transparency, and where sufficient internet bandwidth is available, PID and Government Entities are strongly encouraged to utilise online platforms which facilitate live video streaming and content sharing. Where internet bandwidth is insufficient, PID and Government Entities are encouraged to upload recorded content when bandwidth becomes available.

#### Box 20: Open Development Data Principles<sup>19</sup>

Data formally collected by PID and Government Entities in the implementation of development assistance funded initiatives should, to the greatest extent possible, be managed in accordance with the following Open Development Data Principles:

**Complete:** Data should be made available via a publicly accessible website subject to valid privacy limitations and/or security concerns.

**Primary:** Data should be made available at with the highest possible level of granularity and without aggregation or modification.

**Timely:** Data should be made available as quickly as necessary to preserve its value.

**Machine Processable:** Data should be structured to enable automated processing.<sup>20</sup> Data that collected in Myanmar language and/or other indigenous languages of Myanmar should be encoded in accordance with the Myanmar Unicode (ISO 10646) standard.

**Non-Discriminatory:** Data should be available to all without requiring application or registration.

**Non-Proprietary:** Data should be available in a format over which no entity has exclusive control.

**License-Free:** Data should not subject to any restriction of copyright, patent, intellectual property or trade secrets.

### 8.4. Travel Authorisations

No authorisation or notification is required for PID traveling to unrestricted areas. However, PID are encouraged to notify General Administration Department (GAD) of the Ministry of Home Affairs of their anticipated travel.

The authorisation process for travel to restricted areas is set out in Annex F.

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<sup>19</sup> These recommendations have been adapted from the Open Data Charter which can be found at: <https://opendatacharter.net/principles/>

<sup>20</sup> Machine processable data formats include, but are not limited to, data formats such as comma separated values (CSV) for tabular data, and Shapefiles (SHP) for geographic data.



### 8.5. Reporting Organisational Structure

All PID shall ensure that FERD is provided with an up-to-date organisation structure together with a consolidated list of international and local staff (permanent and temporary) in Myanmar, including consultants and embedded technical assistance. For PID who form an integral part of an Embassy, such requests shall be directed via MoFA to the respective Embassies.

### 8.6. Reporting to the Hluttaw

The MoPF will ensure that the Hluttaw updated annually on development assistance in Myanmar. In doing so, the MoPF, as part of the annual Union Budget preparation cycle, will submit a report to the Hluttaw setting out development assistance commitments, disbursements and a brief overview of results achieved.

### 8.7. Surveys, Data Collection and Similar Analytical Work

PID seeking to conduct survey work should ensure that these initiatives are expressed clearly in ToR or discussed with relevant Government Entities.

Engagement with the Central Statistical Organisation and via the Statistical Quality Development Coordination Body is likewise encouraged to ensure quality and consistency and to facilitate the integration of findings into further GoM and PID policy development and research.

### 8.8. Cancellation of Development Assistance Funded Activities

If development assistance funded initiatives agreed between the GoM and PID are suspected to be failing to achieve their intended results, or otherwise thought to be contributing to potential negative outcomes that may outweigh potential benefits, the GoM will work together with the PID to rectify the situation as a matter of priority.

Government Entities are encouraged to address such challenges directly with PID in the first instance.

If a resolution cannot be achieved, Government Entities and PID may enlist the support of the DACU, either individually or jointly, to identify a way forward.

If a way forward that is acceptable to all parties cannot be found, the EC shall have the authority to cancel or suspend a single activity, or an entire project or programme in accordance with any terms and conditions listed within relevant Agreements or similar documents.

## 9. Privileges, Immunities and Exemptions

The GoM shall provide privileges, immunities and exemptions to eligible PID consistent with the Vienna Convention on Diplomatic Relations (1961), the Vienna Convention on Consular Relations (1963) and the Convention on the Privileges and Immunities of the United Nations (1946).

### 9.1. Tax Exemptions

Specific tax exemptions relating to the provision and implementation development assistance shall be determined by legislation relating to tax, through formal Agreements between Myanmar and PID and/or through specific exemptions approved by the MoPF and Cabinet.

The Internal Revenue Department (IRD) of the MoPF is preparing guidance regarding the application of certain tax-related exemptions.

The Union Tax Law is reviewed and amended on an annual basis. The DACU will maintain dialogue with PID and relevant stakeholders on tax matters relating to development assistance, and participate in consultations during the drafting of relevant legislation.

Note: Further details regarding the introduction of the PIP, and implications for PID, will be announced in due course.

The GoM also strongly encourages PID to take clear steps to implement commitments related to Addis Ababa Action Agenda, paragraph 23:

“We will also consider not requesting tax exemptions on goods and services delivered as Government-to-Government aid, beginning with renouncing repayments of value-added taxes and import levies.”<sup>21</sup>

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<sup>21</sup> Addis Ababa Action Agenda, Paragraph 58.

## 10. Monitoring and Evaluation

Robust monitoring and evaluation (M&E) systems can strengthen the effectiveness, transparency and accountability of development assistance.

Note: The GoM shall use GPEDC Monitoring Survey as a baseline for future monitoring of the effectiveness of development cooperation at the country-level.

At the level of individual initiatives, M&E strategies and associated budgets should be clearly specified in project and programme documents. Monitoring should include the regular collection of data on specified indicators and the tracking of the disbursement of funds. The integration of SDG principles and indicators into project and programmatic indicators, including measures that stakeholders will take to ensure that development initiatives remain socially, economically, and environmentally sustainable (and thus in line with the SDGs) is encouraged.

While evaluation strategies will vary, they should generally comprise some or all of the following components:

- ex-ante evaluation conducted prior to the implementation of the initiative in order to analyse the potential costs and benefits, and to assess the value and relevance of the proposed initiative in the context of Myanmar's priorities for development assistance;
- mid-term evaluations conducted as part of the implementation cycle used to evaluate the progress and performance of implementation, and to propose adjustments in the design and implementation where necessary;
- final evaluations conducted immediately after completion used to assess the end results and in the preparation of final reports; and
- impact evaluations conducted at an appropriate time within three years following the completion of an initiative to assess its efficiency, effectiveness, sustainability and impact against a set of clearly specified and pre-determined targets.

The DACU will play a coordinating role in harmonising M&E standards across implementing Government Entities and PID.

The GoM strongly encourages joint monitoring of programmes and projects to promote knowledge sharing, capacity building and transparency.

Independent and/or third-party evaluations of initiatives are also encouraged to ensure integrity and robustness of the evaluation exercise. Evaluations should be transparent and made public wherever possible.

Poor performance or failure to achieve desired results shall not be considered a factor when determining whether evaluations shall be made public.

Note: All PID are strongly encouraged to maximise use of the AIMS by uploading relevant documentation, including but not limited to documentation relevant to monitoring and evaluation efforts.

## 10.1. The DAP Joint Monitoring and Accountability Framework

The DAP Joint Monitoring and Accountability Framework below is intended to provide a set of clear and monitorable indicators that will contribute to the adherence to the guidance set forth within this DAP. These indicators may be updated as needed, by the DAP Working Group.

In producing this monitoring framework, the GoM has benefited from our participation in the GPEDC Monitoring Survey process and from other country-based results frameworks.

#	Priority Area and Indicator	Indicator Source
1. Annual Report on Development Assistance submitted to the Parliament.		
1.1	Annual Report on Development Assistance submitted to the Parliament.	GPEDC Indicator 1
2. Development assistance is provided in ways which use and strengthen Myanmar country systems.		
2.1	% of development assistance where Government Entities enjoy a management/oversight role.	Myanmar
2.2	% of aid provided in the form of budget and/or sector budget support.	Myanmar
3. Development assistance is provided in a transparent, accountable and predictable manner.		
3.1	% of PID providing 3-year forward budget estimates into the AIMS at beginning of the Myanmar Fiscal Year.	Myanmar
3.2	# of SCGs operating within fully developed, approved and costed sectoral and thematic strategies.	Myanmar
3.3	Proportion of development assistance disbursed in the fiscal year within which it was scheduled by co-operation providers.	GPEDC Indicator 5a
3.4	Proportion of development assistance covered by indicative forward spending plans provided at country level.	GPEDC Indicator 5b
3.5	% of development assistance that is fully untied.	GPEDC Indicator 10
4. Aid is provided coherently and fragmentation is avoided.		
4.1	% of development assistance channelled through multi-donor trust funds and similar pooled mechanisms.	Myanmar
4.2	Average number of sectors a development partner is engaged remains stable or decreasing.	Myanmar
5. Aid is provided coherently and fragmentation is avoided.		
5.1	% of development assistance spent in ways that contributes directly to the strengthening of private sector capacity and/or competitiveness.	Myanmar

336. The Hluttaw is better informed of the volumes of development assistance provide to Myanmar and the results being achieved.

6.1	Annual Report on Development Assistance submitted to the Parliament.	Myanmar
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## 10.2. The DAP Working Group

The DAP is considered by the GoM to be a ‘living document’.

The DACU will lead a DAP Working Group which shall include a broad range of Government and PID representatives including, but not limited to, representation from both the INGO Forum and Local Resource Centre (LRC).

The DAP Working Group, which shall meet quarterly and shall be tasked with jointly monitoring adherence of all stakeholders to this DAP and identifying specific actions to further improve the effectiveness of development cooperation.

When consensus cannot be reached, the DACU shall have the final decision.

The DACU shall hold final responsibility for revising the DAP as required.

Government Entities and PID are jointly responsible for ensuring that they operate in conformity to this DAP. When any PID or Government Entity is found not to be operating in accordance with this DAP, they will be requested to meet with the DACU to discuss the reasons underpinning this divergence, and agree upon a timely resolution.

## 11. Annex

## 11.1. Annex A: Travel Authorisation Procedures<sup>22</sup>

All PID must apply for travel authorisation at least 10 days in advance of travel to restricted areas. When travelling to restricted areas, PID must have a copy of their formal travel authorisation with them at all times.

PID (except Diplomatic Missions) should submit a completed travel authorisation request form to FERD, via a designated single email address.

FERD will forward authorisation requests to the designated Ministry responsible for security matters (presumably either Ministry of Home Affairs or Ministry of Defence), which will inform and seek views from relevant Government Entities as per security requirements. FERD will also side-copy the counterpart Ministry of the PID, and any other Ministry associated with projects that might be part of the visit itinerary (every Ministry must have a designated email address to which all travel authorisation requests are copied).

The Ministry of Home Affairs /Ministry of Defence will inform FERD of its decision, copied also to the counterpart and any other relevant Ministries. FERD will then send the formal authorisation letter (or rejection) to the DP.

### Timeline

#### Day 1:

PID submits Travel Authorisation Request Letter to FERD

#### Day 2 (Latest):

FERD forwards request to the Ministry of Home Affairs and/or Ministry of Defence, copied to PID counterpart Ministry and any other Government Entity associated with the visit itinerary.

#### Day 8 (Latest):

Ministry of Home Affairs and/or Ministry of Defence informs FERD of decision, copied to PID counterpart Ministry and other Government Entity associated with the visit itinerary.

#### Day 10 (Latest):

FERD conveys formal authorisation (or rejection) to PID.

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<sup>22</sup> Subject to continued review and updating as required.

Diplomatic Mission staff should submit a completed travel authorisation request form to the MoFA, via a single designated email address. The subsequent process will then be as above, except that MoFA will take the role of FERD.

### Travel Authorisation Request Form

PID must complete a standard travel authorisation request form. Forms will be accepted by FERD only if all sections are fully completed. Incomplete forms must be returned to the PID. Ten days shall be counted from the day that the fully completed form was submitted.

Travel authorisation request forms should be accompanied by a brief letter on letter headed paper from the PID Head of Office (or authorised representative) confirming that the PID employs/contracts the individual's requesting travel authorisation.



## 11.2. Annex B: Development Assistance Financed Vehicle Procurement<sup>23</sup>

Note: This is an initial draft and will be updated further to reflect State Counsellor's guidance provided to the Economic Committee on 31 August in consultation with MoFA, Customs, Transport and Communications and others.

The DACU has been tasked with reviewing requests made by Government Entities to procure vehicles financed by development assistance. Based upon a review of relevant vehicle procurement policy documents across government agencies internationally, it is recommended that the following three criteria are considered by Government Entities when evaluating vehicle purchase requests:

- Purpose of the Purchase
- Fitness for Purpose
- Cost Effectiveness

### Purpose of the Purchase

A basic needs assessment should be provided as a way of justifying how essential the vehicle purchase is to the successful operation of the project/programme.

First, the Government Entity should seek to maximise the use of their existing fleet whenever possible. For example, the Government Entity may be able to allocate existing vehicles from their fleet to the new project/programme, or explore alternative modes of transport including carpooling or teleconferencing.<sup>24</sup>

As a result of this needs assessment, the Government Entity should determine if the purchase of vehicles is necessary to meet the operational requirements of the project/programme.

### Fitness for Purpose

The principle of fit for purpose posits that the selected vehicle (type, size) should best fit the operational needs or purpose of the project/programme. In considering the fitness, the following factors should be considered:

- Geographical Fitness of the Vehicle: Selection should consider the terrain in which the vehicle will be operating.
- Operational Fitness: Selection should consider the specific nature of the operational tasks for the vehicle and the driver.
- Safety Requirements: Selection should also consider the specifications for vehicle safety to minimise risks to vehicles and drivers.

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<sup>23</sup> Subject to continued review and updating as required.

<sup>24</sup> Internationally, the government agencies often consider the use of intra-ministerial or inter-ministerial pooling of government vehicles for new projects whenever it is practical and efficient.

## Cost Effectiveness

With the selection of vehicles that are fit for purpose, the Government Entity should propose the least cost option available in the market with the following additional factors in mind:

- **Fuel Efficiency:** It is important to pay attention to achieving the optimum gas mileage of the vehicle so that fuel and emission efficient vehicles (that meet the operational needs) are prioritised during selection.
- **Maintenance Costs:** Some more affordable vehicles have very high maintenance costs. Variability in maintenance costs, given Myanmar's context, should be considered as a factor.
- **Fleet Commonality:** Depending on operational needs and feasibility in a given project/programme, selection of new vehicles should be based on their commonality of make/model with the existing fleet so as to lower operational and maintenance costs.

At the completion of the project/programme, the vehicle should be returned promptly to either an intra-ministerial or inter-ministerial pool of vehicles to ensure the readiness of the vehicle for deployment for future operations and projects/programmes.

## Information Required for Submission

The submission of vehicle procurement requests should include, at minimum:

- Detailed information on the purpose the purchase
- Description of operational requirements
- Demonstration that the principles noted above have been considered, including a justification of vehicle make and model, type and number
- Post-Use Disposal/Transfer Plan

### 11.3. Annex C: Guidelines for Effective Philanthropic Engagement<sup>25</sup>

#### Dialogue

- Foundations engaging in partnerships or collaboration to create scale and impact in development, (hereafter “we”) acknowledge the importance of multi-level dialogue and coordination between foundations, governments, and other development stakeholders to strategise our work more purposefully within the context of global, national, and regional efforts already underway.
- We recognize the value of inclusive and systemic dialogue between foundations, governments and other development stakeholders. This may entail participation in policy-setting processes, development of frameworks, community dialogues, public-private partnerships, or other approaches that carefully assess and engage the public, private, and civil society interests affected by an intervention. This also entails creating or improving spaces for innovation, and listening to, involving and empowering local actors, in recognition of the vital role they play in addressing development challenges.
- We seek to complement and accelerate development efforts by focusing on where the comparative advantages of philanthropy- such as risk tolerance and responsiveness- are best targeted.

#### Data / Knowledge Sharing

- We acknowledge the importance of using timely and accurate data to support better decision-making in our own operations as well as the value that we derive from understanding our respective intentions and learning from successes and failures.
- We will share our knowledge and experience across sectors in an effort to improve effective engagement among different types of organisations working to improve development outcomes. This also includes making data available for statistical collection purposes by national and global bodies to enhance data comparability, complementarity and capacity to improve research and analysis. We acknowledge that in some political contexts sharing data about our grantees may not be practical or wise and we will be sensitive to local contexts. We will also share data with new, emerging philanthropic actors interested in development.
- We aim to amplify the effectiveness of our efforts by working together more closely with other foundations, governments, and development actors on a broad range of data and knowledge sharing. This could include the sharing of data on spending and inputs as well as other types of knowledge such as due diligence assessments, impact evaluations, problem analysis and context-specific evidence.

#### Partnering

- We acknowledge that philanthropic collaboration happens at different levels (specific local projects, multi-year programmes, policy, advocacy) and through different approaches (building the capacity of

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<sup>25</sup> URL

local partners, funding pilots, bringing initiatives with demonstrated impact to scale, supporting research, convening etc.) and that all these levels and approaches offer vast potential for increasing impact and supporting innovation through more effective partnering.

- We seek to enhance our collective engagement in these different dimensions using the variety of tools at our disposal, including grants, programme-related investments, training and convening in support of profit and non-for-profit initiatives. This also entails listening to and empowering local partners and contributing to developing a more conducive enabling environment for philanthropy in which our local partners can thrive and operate more effectively.
- We aim to initiate and consolidate partnerships across sectors that enhance synergies and leverage the distinct comparative advantages of each partner (philanthropic, government and other development actors) towards advancing a shared vision for a more inclusive, and sustainable world.

#### 11.4. Annex D: Guidelines for Preparation of Costed Sector Plans<sup>26</sup>

Sector Plans typically used by Government Entities which define a particular approach to achieving results in a specific sector or focus/thematic area. Sector Plans typically include clear objectives and results indicators (i.e. output, outcome, and/or impact) in addition to targets used to measure progress toward achieving stated objectives with an accompanying timeframe.

A costed sector plan aims to cover these following modules:

1. Vision of the Sector
2. Focus Areas or Strategic Priorities of the Sector
3. Identification of Programs and Targets Within Focus Areas
4. Institutional Arrangement or Implementation Strategy
5. Costing and Financing
6. Monitoring and Evaluation Framework

Note: All the examples provided here are merely for demonstration purposes.

##### Vision of the Sector

This section will address the overall goal or overarching aspiration of the sector.

###### EXAMPLE

Social Protection: To protect and promote the rights, freedoms and capabilities of the vulnerable groups for sustainable and inclusive development.

##### Focus Areas or Strategic Priorities of the Sector

The SCGs should clearly determine or define focus areas or strategic priorities in the Sector Plan based on the situation analysis of the sector.

The situation analysis should involve review and analysis of existing data from various sources to evaluate the current status of the sector to understand the needs and gaps within.

###### EXAMPLE

The situation analysis shows significantly low rates of adult functional literacy in certain vulnerable groups.

Focus Area: Adult functional literacy amongst vulnerable groups.

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<sup>26</sup> Subject to continued review and updating as required.

After the determination of strategic priority areas, this section should present the rationale for selecting a specific area as a priority amongst other potential areas (The rationale could be framed in terms of the gravity of the problem, the magnitude of impact, social, cultural and economic significance, relevance to national economic policies and national strategic interests) ...etc.

### Identification of Specific Programs and Targets Within a Given Focus Area

The goal of this section is to generate programmatic and project activities within each priority area. As such, specific programmatic outputs and targets need to be defined.

If our main objective in this priority area is to improve adult functional literacy rate, the plan needs to identify specific programs or projects under this focus area.

EXAMPLE

Specific Outputs or Programs

- Establishment of adult learning centres for vulnerable populations
- Establishment of volunteer programs for the adult literacy for vulnerable populations

Targets

- To improve the rate of adult functional literacy rate for selected vulnerable populations by 25% within the next three or five years.

### Institutional Arrangement or Implementation Strategy

This module provides the descriptions of institutional mechanisms to implement each program or project activity, which encompasses the designation of the lead agency/agencies and division of labor between each government agencies, PIDs, INGOs and CSOs.

The action matrix should be included with the following components:

Activities/Programs	Objective Indicators or Targets	Means of Verification	Responsible Agencies/Actors	Target Date/Timeframe)
Programs for adult learning	Improve the rate of adult functional literacy rate by 25%	M&E report	Ministry of Education, Ministry of Labor...etc.	2020

## Costing and Financing

After identifying specific programs and targets under each strategic priority area for the next three or five years, a costing methodology should be developed to acquire cost estimates for the implementation of the entire Sector Plan with a given time frame. The costing exercise requires detailed descriptions of activities or projects so as to identify the type of inputs or resources required to implement each activity.

- Unit-Cost approach is the most preferred method. For this approach, each project should be subdivided into components or subcomponents and inputs required for each target are given realistic cost estimates.
- If a similar program is already in existence, the cost estimates from the existing program can be used to revise or derive the cost estimates of the new program either in a proportionate manner (using proper adjustments given the required increase in inputs) or using a rule of thumb to get a realistic estimate of the proposed program.

This costing exercise should provide a good estimate of the comprehensive cost in implementing the sector plan.

The second step is to develop a financing or resource mobilisation strategy for the sector. This step includes making a systematic projection of domestic resources available for the sector in the next three to five years. Normally, a macroeconomic model is used to estimate the availability of public expenditure for the sector in a given time frame.

Funding gaps are then calculated by reviewing the differences between the project costs and the availability of different sources of funding between public finance, ODA, private sector...etc.

A review of potential funding by PID should be undertaken at this stage. Additional sources of financing, if needed, should be sought using the costed Sector Plan as a device for resource mobilisation. This exercise normally requires extensive consultation with multiple stakeholders including relevant Government Entities, PIDs, private sector, NGOS and INGOs.

## Monitoring and Evaluation Framework

M&E strategies and associated budgets should be clearly specified in the costed sectoral plans. Monitoring should include the regular collection of data on specified indicators and the tracking of the disbursement of funds. The integration of SDG indicators into project and programmatic indicators are encouraged.

While evaluation strategies will vary, they should generally comprise some or all of the following components:

- Ex-ante evaluation conducted prior to the implementation of the initiative to analyse the potential costs and benefits, and to assess the value and relevance of the proposed initiative in the context of Myanmar's priorities for development assistance.

- Mid-term evaluations conducted as part of the implementation cycle used to evaluate the progress and performance of implementation, and to propose adjustments in the design and implementation where necessary
- Final evaluations conducted immediately after completion used to assess the end results and in the preparation of final reports.
- Impact evaluations conducted at an appropriate time within three years following the completion of an initiative to assess its efficiency, effectiveness, sustainability and impact against a set of clearly specified targets.



## 11.5. Annex E: Standard Grant Agreement/MoU<sup>27</sup>

<p style="text-align:center">GENERAL PARTNERSHIP AGREEMENT MEMORANDUM OF UNDERSTANDING</p> <p style="text-align:center">BETWEEN</p> <p style="text-align:center">&lt;FULL COUNTRY/ORGANISATION NAME&gt;</p> <p style="text-align:center">AND</p> <p style="text-align:center">THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR</p> <p style="text-align:center">IN CONNECTION WITH</p> <p style="text-align:center">ACTIVITIES WHICH WILL CONTRIBUTE TO THE OVERALL DEVELOPMENT OF THE REPUBLIC OF THE UNION OF MYANMAR</p>
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### PREAMBLE

This General Framework Memorandum of Understanding (“MoU”) covering socio-economic and/or technical cooperation between the<Full Country/Organisation Name> (“<Short Country/Organisation Name>”) and the Government of the Republic of the Union of Myanmar (“Government of Myanmar”) as represented by:

<Full Ministry Name>

<Full Ministry Name>

<Full Ministry Name>

(collectively, the "Competent Myanmar Authorities" or individually, a "Competent Myanmar Authority");

(collectively, “the Parties" or individually, “a Party”);

WHEREAS the Government of Myanmar and the <Short Country/Organisation Name>agree to enter into a partnership which seeks to <describe overall objective of the partnership>;

REAFFIRMING a shared commitment to ensuring that development assistance is used effectively, accountably and transparently for the benefit of Myanmar’s people;

NOW THEREFORE, have agreed upon the general terms, conditions and obligations set forth within this MoU.

### ARTICLE 1

#### Scope

1.1. This MoU shall cover the general terms, conditions and obligations regarding development assistance implemented in partnership with Competent Myanmar Authorities.

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<sup>27</sup> Subject to continued review and updating as required.

ARTICLE 2  
Principles for Cooperation

- 2.1. Respect for democratic values, good governance, inclusive economic growth and the rule of law shall constitute essential elements of this MoU.
- 2.2. Development assistance shall be implemented in full accordance with:
  - a. the existing laws, rules and regulations established by the Government of Myanmar;
  - b. the policies and procedures outlined within the Myanmar Development Assistance Policy (“DAP”); and
  - c. the established, recognized principles of effective development cooperation which the Parties have endorsed.

ARTICLE 3  
Description

- 3.1. The overall objective of development assistance provided by <Short Country/Organisation Name> shall be to <description of overall objective of assistance>.
- 3.2. Those intended to benefit by the provision of development assistance are <description of individual(s)/community(ies)/group(s)/institution(s) intended to benefit>.

ARTICLE 4  
Responsibilities of <Short Country/Organisation Name>

- 4.1. Subject to the applicable laws, rules and regulations of Myanmar, <Short Country/Organisation Name> shall furnish development assistance as may be mutually agreed upon by the Competent Myanmar Authorities.
- 4.2. <Short Country/Organisation Name> and its personnel shall not engage in any performance other than its mandate, nor illegal activities, nor any direct or indirect action that may interfere with the internal affairs or threaten the peace and stability of Myanmar.

ARTICLE 5  
Responsibilities of the Government of Myanmar

- 5.1. Subject to the applicable laws, rules and regulations of Myanmar, the Competent Myanmar Authorities shall take all necessary and appropriate steps to facilitate the proper implementation of this MoU and any subsidiary MoU or contractual agreements hereunder, including, by way of example and not limitation:
  - a. issuing import licenses on a priority basis, that are required for goods, supplies, materials, equipment, or property imported in connection with this MoU, and assist, where appropriate, in expediting their movement through port and transportation facilities and their clearance through customs; and
  - b. issuing visas on a priority basis required for individual employees, contractors and their families in connection with this MoU.

## ARTICLE 6

### Financing

- 6.1. <Short Country/Organisation Name> shall, on a grant basis, provide an indicative contribution of <Currency><Amount>over the lifetime of this MoU subject to <describe any restrictions or other considerations>, with more detailed financing to be described within subsidiary Activity-level MoUs.
- 6.2. Any remaining balance from <Short Country/Organisation Name>'s contribution and any interest accrued thereto shall, upon the completion of the partnership, be returned to <Short Country/Organisation Name>unless otherwise agreed by the Parties.
- 6.3. Funds introduced into Myanmar for the purposes of implementing development assistance may be convertible into the currency of Myanmar at the legal rate of exchange most favorable to <Short Country/Organisation Name> at the time of conversion.
- 6.4. The Competent Myanmar Authorities shall cover in-country costs associated with the implementation of development assistance in accordance with terms and conditions agreed upon as specified within any applicable subsidiary MoU.
- 6.5. The Competent Myanmar Authorities may assume responsibility regarding the compensation of, by way of example and not limitation, daily allowances, travel expenses, hotel accommodation, per-diems, and other such expenses required to facilitate official Government participation in domestic meetings and any other domestic events in connection with the development assistance.

## ARTICLE 7

### Implementation Arrangements

- 7.1. <Short Country/Organisation Name> may enter into subsidiary contractual, project, or programme implementation agreements which may further the efficient and cost-effective implementation of the development assistance, the terms of which shall be agreed upon between all Parties, so long as such agreements do not conflict with terms and obligations set forth within this MoU.
- 7.2. Technical Assistance/Consulting Agencies engaged in the implementation of development assistance in connection with this MoU or any subsidiary MoU may open and administer a separate bank account for the purpose of procurement.

## ARTICLE 8

### Procurement

- 8.1. For procurement carried out by any Party, or by any agency or consultant appointed by any Party, utilising development assistance provided by <Short Country/Organisation Name>, the Government of Myanmar Procurement Guidelines or an alternate agreed internationally accepted procurement standard shall apply.
- 8.2. Invitations to tender and procurement contracts shall include a clause on the possibility of the tender being rejected and the contract being cancelled, in any case where illegal or corrupt practices have been found to be connected with the award or execution of the contract.
- 8.3. No offer, gift or payment or benefit of any kind, which would or could be construed as an illegal or corrupt practice, shall be accepted by any Party, either directly or indirectly, as an inducement or reward for the execution of procurement contracts.

8.4. Commodities procured in or imported into Myanmar in connection with this MoU for the purposes of implementing development assistance shall be at the exclusive disposal of the Parties, in accordance with this MoU and any applicable subsidiary MoU.

## ARTICLE 9 Privileges & Immunities

9.1. All activities undertaken in association with this MoU or any subsidiary MoU shall at all times be subject to the existing law, rules and regulations of Myanmar except where specifically noted within this Article.

9.2. <Short Country/Organisation Name> and the Competent Myanmar Authorities agree that <Short Country/Organisation Name>officials and employees (and their family members forming part of their household) who are present in Myanmar to perform work in connection with this MoU shall enjoy privileges and immunities no less favorable than those accorded to nationals of other countries who are engaged in Myanmar in the performance of similar functions or duties.

9.3. Immunities provided under paragraph 9.2 shall not be applicable to citizens or permanent residents of Myanmar.

9.4. Without prejudice to the immunities provided under paragraph 9.2, it is understood that the individuals covered by that paragraph are obliged to respect and obey at all times the laws of Myanmar.

## ARTICLE 10 Exemptions

10.1. Subject to the applicable laws, rules and regulations of Myanmar, in order to ensure the development assistance provides maximum benefit to the people of Myanmar the following exemptions shall apply:

- a. any goods, supplies, materials, equipment, property, services or funds introduced into or acquired in Myanmar by <Short Country/Organisation Name>, or by any contractor or other organisation financed by <Short Country/Organisation Name>, for purposes of any program or project conducted as part of, or in conjunction with the development assistance provided hereunder, are exempt from any taxes on ownership or use of property and any other taxes, investment or deposit requirements, and currency controls in Myanmar;
- b. the import, export, purchase, use or disposition-of any such goods, supplies, materials, equipment, property, services or funds in connection with this MoU or any subsidiary MoU are exempt from any tariffs, customs duties, import and export taxes, taxes on purchase, rental or disposition of property and other taxes or similar charges in Myanmar; and
- c. no tax in the nature of an income, profits, business, rent or other tax, duty, or fees of whatever nature (except fees for specific services rendered) shall be imposed by the Government of Myanmar in connection with work performed under this MoU upon any contractor or other organisation financed by <Short Country/Organisation Name>in connection with development assistance provided in connection with this MoU or any subsidiary MoU.

10.2. All personnel and their families, except citizens and permanent residents of Myanmar, who <Short Country/Organisation Name>, or any agency thereof, employs (whether by direct hire, contract or

other arrangement) or finances (whether by contract, grant or otherwise with any public or private organisation) and who are present in Myanmar to perform work in direct connection with this MoU:

- a. are exempt from income taxes levied under the laws of Myanmar with respect to income derived from assistance programs;
- b. are exempt from taxes on residential leases and on the purchase, ownership, use, or disposition of personal movable property (including automobiles) intended for their own use; provided, however, that this exemption shall only apply to sales of personal movable property to persons with duty free privileges; and, with regard to importation of automobiles, import shall be done in accordance with the Specific Goods Tax as detailed within the Special Goods Tax Law and shall also be informed by the Guidelines on Vehicle Usage as specified within the DAP;
- c. are exempt within a period of six months following initial installation in Myanmar and within a period of three months following reinstallation after home leave, from the date of their arrival in Myanmar, from customs, import and export duties, and taxes on all personal effects, equipment, and supplies imported into Myanmar for their own use, and from all other taxes, duties, and fees of whatever nature, except fees for specific services rendered; provided, however, that the limitations set forth in this Article shall not take precedence over or be applied to persons who are diplomatic agents under the Vienna Convention on Diplomatic Relations of 1961.

10.3. Locally established independent contractors and citizens and permanent residents of Myanmar shall not be entitled to any of the privileges and immunities (including tax exemptions) described in this MoU.

## ARTICLE 11

### Consultations, Information Sharing & Publicity

- 11.1. The Parties shall, in a format and at intervals to be mutually agreed, share information regarding:
  - a. the quality and effectiveness of the development assistance provided;
  - b. projects, programmes and other operations implemented in connection with this MoU (including a statement of the use of funds, materials, equipment and services provided); and
  - c. any type of event or situation which may affect the implementation of the development assistance.
- 11.2. The Parties shall provide each other with all necessary information for the purpose of the consultations.
- 11.3. Where appropriate, the Parties shall share such information with their respective citizenry through formal channels including but not limited to the Myanmar Aid Information Management System ("AIMS").

## ARTICLE 12

### Confidentiality

- 12.1 The sharing of confidential information in connection with this MoU shall at all times be conducted in conformity with the laws, rules and regulations of the Republic of the Union of Myanmar.
- 12.2 The Parties shall ensure that technical data and information provided, including the results of joint research carried out under this MoU, are not transferred or supplied to any third party without prior written consent from all Parties.

ARTICLE 13  
Intellectual Property

13.1 Any knowledge products, goods or services produced in connection with the Activity shall be jointly owned by the Parties unless otherwise specified and agreed within any subsidiary MoU or otherwise mutually agreed upon.

13.2 The protection of intellectual property rights shall be enforced in conformity with the laws, rules and regulations established by the Government of Myanmar, and with other international agreements signed by the Parties.

13.3 The use of the name, logo, and/or official emblem of any Party on any publication, document, and/or paper is prohibited without the prior written approval of the relevant Party.

13.4 Notwithstanding anything in paragraph 13.1 above, the intellectual property rights in respect of any technology, products and/or services developed or carried out solely and separately by the Parties, or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

ARTICLE 14  
Monitoring & Evaluation

14.1. The Parties agree to establishing an overall monitoring and evaluation framework to inform the smooth implementation of the development assistance and that regular reports shall be produced and disseminated in accordance with this framework.

14.2. The Parties may conduct joint evaluations both during and after implementation of the Activity.

ARTICLE 15  
Auditing

15.1. Any Party may carry out or commission an audit or inspection of any activity undertaken in the implementation of this MoU or any subsidiary MoUs.

ARTICLE 16  
Revision, Modification & Amendment

16.1. The Parties may request in writing a revision, modification or amendment of all or any part of this MoU.

16.2. Any revision, modification or amendment agreed to by the Parties will be reduced into writing and will form as an integral part of this MoU and shall enter into force on such dates as determined by the Parties.

ARTICLE 17  
Review, Suspension and Termination

17.1. The Parties shall consult promptly upon prior written request of any Party to discuss any matter concerning any interpretation or implementation of this MoU, to review any necessary revisions to this MoU, and consider other relevant aspects regarding relations between the Parties.

17.2. Any Party shall have the right, after consulting all other Parties, to suspend or terminate in whole or in part the financing of development assistance if:

- a. any Party considers another Party has failed to fulfil one or more element of this MoU;

- b. the financing by <Short Country/Organisation Name> is not forthcoming in accordance with this MoU;
- c. the management of the development assistance is deemed to be unsatisfactory;
- d. if any condition has arisen which interferes or threatens to interfere with the implementation of this MoU; and
- e. a suspension is deemed warranted by a fundamental change in the circumstances under which the MoU was agreed.

17.3. Any suspension shall be lifted as soon as the event or events which gave rise to the suspension are agreed by the Parties to have ceased to exist.

17.4. Any part of the development assistance, including contracts, projects or programmes implemented in connection with this MoU or any subsidiary MoU may be terminated or suspended by any of the Parties no less than sixty (60) days following the provision of written notice of intention to terminate or suspend provided by any Party.

17.5. Termination of the development assistance may include the termination of deliveries of any commodities not yet delivered; provided, however, that termination or suspension of the development assistance shall not affect irrevocable commitments to third parties.

17.6. Notwithstanding any termination, the provisions hereof shall remain in full force and effect with respect to assistance provided until the termination is in effect.

#### ARTICLE 18 Governing Law

18.1. This MoU shall be governed, interpreted and construed in accordance with the laws of the Republic of the Union of Myanmar.

#### ARTICLE 19 Settlement of Disputes

19.1. The two Parties shall strive to resolve amicably, under mutually agreed upon procedures, any differences relating to or arising out of the interpretation and execution of this MoU or, any specific program or project arrangement hereunder.

19.2. In the event of a dispute between the Parties (other than a matter to be resolved with Negotiations) concerning the interpretation of any provision of this MOU or the performance of any of the terms of this MoU, such matter or matters in dispute shall be finally settled and resolved in accordance with the Myanmar Arbitration Law 5/2016.

#### ARTICLE 20 Special Provisions

20.1. <Additional paragraphs requested by either Party>

#### ARTICLE 21 Entry into Force

21.1. This MoU shall enter into force for a period of <number> (<written number>) months commencing from the date of signing.

21.2. Not less than ninety (90) days prior to the expiry of this MoU, the Parties shall decide by mutual consent whether to seek an extension to this MoU.

IN WITNESS THEREOF, the undersigned, being duly authorised, sign this MoU in two equally authentic originals in the English language with each Party receiving one original copy.



ACTIVITY IMPLEMENTATION  
MEMORANDUM OF UNDERSTANDING

between

<Department>

<Ministry>

The Republic of the Union of Myanmar

and

<Full PID Name>

PREAMBLE

This Memorandum of Understanding (MoU) is signed between the <Department> of the <Ministry> of the Republic of the Union of Myanmar (hereinafter referred to as the <Short Department Name> or Government Signing Authority) and the <Full PID Name>(hereinafter referred to as the <Short PID Name> or the PID Signing Authority) for the implementation of a <Full Activity Title> (hereinafter “The Activity”).

<Short PID Name> is an <short description of PID> headquartered in <location>, having been established there since <date>.

<Short PID Name> aims to work toward <short description of PID overall objective>. In Myanmar, <Short PID Name> seeks to <short description of PID objectives in Myanmar>.

For the purposes of The Activity, both the signing authority and <Short PID Name> desire work together in the areas of <Short Activity Description>.

With the signing of this MoU, on the basis of mutual trust and respect and in the spirit of cooperation, both parties agree to establish a framework for cooperation whereby <Short PID Name> shall extend support to <Short Department Name> in support of The Activity.

The Activity funds are expected to approximate USD <Budget>. A detailed description of the Activity, including a timeline, detailed budget and description can be found in Annex. These Annex are considered to be an integral part of this MoU.

ARTICLE 1

Applicability

1.1. This MoU shall be considered subsidiary to <reference any relevant higher-level MoUs/Agreements> and shall apply to this MoU accordingly. In the case of any dispute, the <reference any relevant higher-level MoUs/Agreements> shall take precedence.

ARTICLE 2

Responsibilities of the Government Signing Authority

2.1 The Government Signing Authority shall provide the following:

- a. Assist the PID Signing Authority in order to seek various approvals and clearances once deemed to be in accordance with the rules and regulations of the Republic of the Union of Myanmar.
- b. Assist in the smooth implementation of The Activity and related sub-activities to be planned and carried out in partnership with the PID Signing Authority.
- c. Fully engage in the supervision, monitoring and evaluation of The Activity and related sub-activities.
- d. Assist the PID Signing Authority with the issuance of visas and applications for stay permits in accordance with the rules and regulations of the Republic of the Union of Myanmar.
- e. Assist in the processing of travel authorisations where required, and to facilitating access to sites where The Activity is taking place within the framework of this MoU.

### ARTICLE 3

#### Responsibilities of the PID Signing Authority

3.1 The PID Signing Authority shall provide the following resources to assist with the overall implementation of The Activity:

- a. All administrative issues, including management of the Activity, coordinated oversight and financial services;
- b. Materials, equipment and supplies (including shipping costs) to be used in the implementation of The Activity;
- c. Training inputs and logistical support for workshops and training sessions’
- d. Personnel assigned to The Activity including expatriate personnel and technical advisers;

3.2 The PID Signing Authority shall conduct its own accounting in accordance with generally accepted accounting procedures.

3.3 Books and records will be at all times accessible for inspection by authorised personnel nominated by the Government Signing Authority.

3.4 The PID Signing Authority shall purchase supplies as needed from within or outside of The Republic of the Union of Myanmar in accordance with delivery timeframes and cost effectiveness.

3.5 Purchases shall be made by the PID at the most economical price that PID Signing Authority can obtain.

3.6 The PID Signing Authority confirms that its stall shall not interfere in the internal affairs of the Republic of the Union of Myanmar and that it shall faithfully abide by the laws and regulations while performing duties in the implementation of The Activity.

3.7 The PID shall submit annual plans and regular reports to the authority in accordance with the Development Assistance Policy of the Republic of the Union of Myanmar.

3.8 The PID shall be permitted to establish offices to assist in the implementation of the Activity.

3.9 The PID shall handover any project related material to Government Signing Authorities at the end of the project.

### ARTICLE 4

#### Execution of the Activity

4.1 The PID Signing Authority will implement the Activity in partnership with the Government Signing Authority in accordance with this MoU.

4.2 However, implementation may depend on the receipt of funds and other resources required to satisfactorily implement the Activity in accordance with stated goals and objectives and agreed timetable.

#### ARTICLE 5

##### Auditing

5.1 Any Party may carry out or commission an audit or inspection of any activity undertaken in the implementation of this MoU or any subsidiary MoUs

#### ARTICLE 6

##### Monitoring, Evaluation and Reporting

6.1 In order to ensure the efficient implementation of the Activity, the Signing Authorities may choose to establish a Joint Implementation Committee, the terms of which shall be agreed separate to this MoU.

6.2 The PID Signing Authority shall provide reports to the Government Signing Authority on a bi-annual basis, or on an alternate timeframe to be jointly agreed, by the Signing Authorities. Reports shall include at minimum, a detailed description of the current status the Activity, the total budget spent overall and within the reporting period, and results achieved.

6.3 The PID Signing Authority shall provide a comprehensive final report to the Government Signing Authority no later than ninety (90) days following the completion of the Activity, or on an alternate timeframe to be jointly agreed.

#### ARTICLE 7

##### Indemnities

7.1 Both Signing Authorities shall be indemnified from any and all claims, losses or demands arising from any occurrence occasioned, whether in whole or in part, by any act, omission, fault, default or negligence by employees, agents, contractors or other personnel related to the implementation of the Activity.

#### ARTICLE 8

##### Confidentiality

8.3 The sharing of confidential information in connection with this MoU shall at all times be conducted in conformity with the laws, rules and regulations of the Republic of the Union of Myanmar.

8.4 The Parties shall ensure that technical data and information provided, including the results of joint research carried out under this MoU, are not transferred or supplied to any third party without prior written consent from all Parties.

#### ARTICLE 9

##### Intellectual Property

9.5 Any knowledge products, goods or services produced in connection with the Activity shall be jointly owned by the Parties unless otherwise specified and agreed within any subsidiary MoU or otherwise mutually agreed upon.

9.6 The protection of intellectual property rights shall be enforced in conformity with the laws, rules and regulations established by the Government of Myanmar, and with other international agreements signed by the Parties.

9.7 The use of the name, logo, and/or official emblem of any Party on any publication, document, and/or paper is prohibited without the prior written approval of the relevant Party.

9.8 Notwithstanding anything in paragraph 9.1 above, the intellectual property rights in respect of any technology, products and/or services developed or carried out solely and separately by the Parties, or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

#### ARTICLE 10 Entry into Force

10.1 This MoU shall come into force for a period of <number> years and <number> months commencing from the date of final signing.

10.2 This MoU may be amended by mutual consent and through an exchange of letters between the two Signing Authorities.

10.3 Sixty (60) days prior to the expiry of the MoU, the Signing Authorities may decide by mutual consent whether to extend cooperation under this MoU in accordance with guidance provided by the DAP.

10.4 Any difference and/or dispute which may arise between the Signing Authorities regarding the implementation of this MoU or the liability arising due to the breach thereof by any of the Signing Authorities shall be settled by the parties by mutual agreement.

10.5 Where consensus cannot be reached the DACU may be engaged by either party of to achieve resolution.

#### ARTICLE 11 Termination

11.1 This MoU may be terminated by either Signing Authority upon written notice to the other Signing Authority.

11.2 Termination shall occur sixty (60) days upon receipt of such a notice provided that such termination shall not affect the obligations of the Signing Authorities under this MoU in regard to liabilities incurred bona fide by either of them under this MoU prior to such termination.

11.3 The obligations assumed by the Signing Authorities shall survive the termination and/or expiration of this MoU to the extent necessary to permit the orderly withdrawal of personnel, funds and property of the PID Signing Authority, and permit the settlement of accounts between parties hereto.

IN WITNESS THEREOF, the undersigned, being duly authorised by the Relevant Authorities, sign this MoU in two equally authentic originals in the English language with each Signing Authority receiving one original copy.

<Name>  
<Department>  
<Ministry>  
The Republic of the Union of Myanmar

<Name>  
<Position>  
<Full PID Name>

<Date>

<Date>

## 11.6. Annex F: Standard Travel to Restricted Areas Authorisation Request Template<sup>28</sup>

This form is to be submitted to <DESIGNATED EMAIL ADDRESS> at least 10 days in advance of travel. Only complete submissions will be considered. PID are not required to seek permission or authorisation for travel to unrestricted areas. PID are not required to notify the authorities when travelling to unrestricted areas.

Partner in Development Name:

--

Detailed reasoning for travel to Restricted Area(s):

--

Main Union Ministry Counterpart(s):

--

Main State and/or Region Government Counterpart(s):

--

Are any of the anticipated activities (e.g. projects to be visited) during travel associated with any other Government Entities? If so, please provide details:

--

Non-Myanmar Citizen Travel Participants:

Name	Position/Job Title	DOB	Passport #	Date of Issue	Date of Expiry	Nationality
		dd/mm/yyyy				
		dd/mm/yyyy				
		dd/mm/yyyy				
		dd/mm/yyyy				

<sup>28</sup> Subject to continued review and updating as required.

Myanmar Citizen Travel Participants:

Name	Position/Job Title	DOB	NRC #
		dd/mm/yyyy	
		dd/mm/yyyy	
		dd/mm/yyyy	
		dd/mm/yyyy	

Travel Itinerary:<sup>29</sup>

Township	State/Region	Arrival Date/Time	Departure Date/Time	Anticipated Activities/Meetings	Transport Details	Night Stop Arrangement

Please ensure the following are included as attachments before submission:

- Signed Travel Authorisation Request Cover Letter (with Letterhead) including confirmation that the Partner in Development employs/contracts the individual's requesting travel authorisation
- Passport scans for all Non-Myanmar Citizen Travellers
- NRC scans for all Myanmar Citizen Travellers.

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<sup>29</sup> Please only include details for travel to and from restricted areas.

## 11.7. Annex G: DACU/EC Project/Programme Proposal Submission Form<sup>30</sup>

THIS FORM MUST BE COMPLETED AND SIGNED BY THE SUBMITTING GOVERNMENT PARTNER ENTITY  
THIS FORM SHOULD NOT BE COMPLETED BY THE PARTNER IN DEVELOPMENT

### ECONOMIC COMMITTEE/DEVELOPMENT ASSISTANCE COORDINATION UNIT PROJECT/PROGRAMME PROPOSAL SUBMISSION FORM

For further assistance, please contact the DACU Secretariat via [ferd.mopf@gmail.com](mailto:ferd.mopf@gmail.com) /  
067 3407 635/ 067 3407 746

#### 1. Reason for Submission

- a. Seeking Final Project/Programme Approval
- b. Seeking Initial Project/Programme Concept Approval
- c. Other

#### 2. Required Response Time

- a. Urgent
- b. Routine (approximately 2 weeks)

#### 3. General Information

- a. Project/Programme Title
- b. Submitting Government Entity
- c. Anticipated Partner(s) in Development Funding Source
- d. Start Date of Project/Programme
- e. End Date of Project/Programme
- f. Relevant Sector Coordination Group (SCG)
- g. Activity Location(s)
- h. Description of Main Activities
- i. Main Objectives and Expected Impact
- j. Target Groups

<sup>30</sup> Subject to continued review and updating as required.

#### 4. Government Focal Point Contact Details

- a.Contact Name and Position
- b.Phone
- c.E-mail
- d.Office Address

#### 5. Total Commitment and Finance Type

- a.Grant Commitment Amount
- b.Grant Currency
- \*c.Loan Commitment Amount
- \*d.Loan Currency

#### **\* For Loans Only**

- e.Has a feasibility study (FS) been conducted? If so, please attach.
  - Yes
  - No
- f.Interest Rate
- g.Loan Period
- h.Initial Non-Repayment Period
- i.Administration Fees (if any)
- j. Proportion of Loan Spent Outside of Myanmar
- k.Other Details (if applicable)

#### 6. Government Contribution (if required)

- a.Expected Financial Contribution
- b. Expected In-Kind Contribution
- c.Other Details

#### 7. Additional Information

- a.How does this project/programme support the Ministry's sector plans and priorities? (please cite specific elements of relevant strategic documents, with explanation)



b. How does this project support the Myanmar Economic Policy? (please cite specific policies, with explanation)

c. If follow-on/extension of an ongoing or already-completed project/programme, please provide a brief assessment of project/programme effectiveness to date (include references to any detailed evaluations/studies that have been carried out).

d. If relevant why does the submitting government entity consider the proposed Partner in Development to be most suitable (e.g. donor is known to be global leader in the field).

e. If applicable, how does the project/programme relate to other similar ongoing initiatives in the sector, and what specific measures will be taken to avoid duplication and ensure coordination.

f. Where relevant, what measures will be taken to ensure project/programme is sustainable beyond the funding period? (Note: this applies particularly to projects/programmes involving the construction of new infrastructure, and/or where inter-operability of technology must be considered)

g. Why is it not feasible/preferable to attract private sector funding for this project/programme?

## 8. Vehicle Usage

a. Does the project/programme involve the purchase or import? of vehicles?

Yes

No

b. If yes, please provide the following details

c. Model(s)

d. Purpose and Justification

e. Estimated Cost

f. Post-Project/Programme Disposal/Transfer Plan

## 9. Technical Assistance Usage

a. Does the project/programme involve the use of technical assistance?

Yes

No

b. If yes, please provide a justification of technical assistance/consultancy needs.

c. **(Terms of Reference)** If feasible, please attach relevant Terms of Reference (ToR) in the DACU Standard Format.

## 10. How will the activity support the following?

a. National Reconciliation

b. Inclusive Economic Growth

c. Gender Equality

## 11. Government Entity Monitoring and Evaluation Arrangements

12. General comments regarding the project/programme from other relevant government entities or National Coordinating Bodies

13. If applicable, please indicate whether this project/programme will directly involve private companies (e.g. domestic banks).

**14. Brief comment or summary regarding the relevant Minister's personal view on the project/programme.**

## 11.8. Annex H: Interim Bi-Annual INGO Reporting Template<sup>31</sup>

1. Organisation Name:
2. Reporting Period:
3. Contact Details:
  - a) Name:
  - b) Title:
  - c) Phone:
  - d) Tel:
  - e) Email:
4. Please summarise overall progress made during the reporting period. What were the outcomes/ outputs achieved (please include number of activities, participants' feedback, evidence based achievement, and any other relevant information)?
5. Please summarise overall challenges faced during the reporting period.
6. Project/Activity Summary Sheets<sup>32</sup>

Project/Activity Summary Sheet	
Activity Title	
Project Duration	dd/mm/yyyy to dd/mm/yyyy
AIMS ID (if applicable)	
Financing Partner(s)	
Government Partner(s)	
INGO Partner(s)	
Project/Activity Objective	
Intended Beneficiaries	
Total Budget	
Total Expenditure During Reporting Period	
Total Expenditure to Date	

<sup>31</sup> Subject to continued review and updating as required.

<sup>32</sup> Activity Summary Sheets to be completed for each project or activity conducted during the reporting period.

Remaining Budget	
Summary of Progress Made During Reporting Period	
Summary of Challenges Faced During Reporting Period	
Lessons Learned (if any)	
Plans for Next Reporting Period	