# Memorandum of Understanding (MOU) For

**Operationalize the Integrated Welfare Management System at Divisional Secretariat Divisions and keep Up-To-Date information to improve Equity, Efficiency and Transparency of Social Safety Nets Programs in Sri Lanka**

## Between Welfare Benefits Board

Under the Ministry of Finance

And

Department of Samurdhi Development Under the

State Ministry of Samurdhi, Household Economy, Micro Finance, Self- Employment, Business Development and Underutilized State Resources Development

And

State Ministry of Public Internal Security, Home Affairs & Disaster Management

**Date: 30th May 2021**

# MEMORANDUM OF UNDERSTANDING

The mutual agreement is being made and entered this day **2021**,

Between, **CHAIRMAN OF THE** WELFARE BENEFITS BOARD UNDER MINISTRY OF

FINANCE, First Floor, New Building,Colombo 1 hereinafter referred to as the "**FIRST PARTY", SECRETARY, MINISTRY OF PUBLIC INTERNAL SECURITY, HOME**

**AFFAIRS AND DISASTER MANAGEMENT,** "Nila Medura", Elvitigala Mawatha, Narahenpita, Colombo 05 as the "**SECOND PARTY", “DIRECTOR GENERAL”, SAMURDHI DEVELOPMENT**, 4th Floor, Sethsiripaya (stage 1), Battaramulla hereinafter referred to as the **THIRD PARTY** collectively known as the "Parties" for the purpose of establishing and achieving various goals and objective relating to operationalize Integrated Welfare Management System.

***WHEREAS***, the aforementioned Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth;

***AND WHEREAS***, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that tri Parties agree shall be necessary to collect, populate, verify, update low income household information through Integrated Welfare Management System.

### PURPOSE AND SCOPE

The purpose of this MoU is to conduct activities related to Initiate, create, expand and maintain Integrated Welfare Management System. The Parties intend for this Memorandum of Understanding to provide the cornerstone structure for any and all possibly impending binding contract which may be to related to conduct the activities related to Initiate, create, expand and maintain Integrated Welfare Management System to collect, populate, verify, update of low income household information in Sri Lanka.

Obtain the shared benefits due to the digitization of Low-Income Household information and its use among three government entities to fulfill the national welfare benefit distribution needs.

### OBJECTIVES

The main objective of the implementation of Integrated Welfare Management System is to improve equity, efficiency and transparency of social safety Nets programmes for the benefit of the poor and vulnerable by facilitating a digitalized one- stop-shop.

### RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the wish of the aforementioned Parties to this MOU Agreement that this document should not and thus shall not establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, timely service and administrative commitment with regards to all matters related to incitation, resource allocation, capacity development, monitoring and evaluation, information sharing and decision making. It is also the process of dividing and allocating of responsibilities to protect data and keep up to date as per the Project Appraisal Document. *(See Annexure I, Pg:2,6,8,12,14,15,&34)*

**FIRST PARTY** agreed to provide following;

* 1. Design, Development and Implementation of Integrated Welfare Management System of Divisional Secretariat Divisions and keep Up-To-Date information to improve Equity, Efficiency and Transparency of Social Safety Nets Programs in Sri Lanka.
  2. Establish required processes and Procedures for IWMS implementations.
  3. Provide required policy direction and support for sustainability of IWMS.
  4. Provide required hardware and software applications and network infrastructure to support the implementation of Integrated Welfare Management System.
  5. Update hardware and software as required.
  6. Establish required supporting team structure for administration, maintenance and technical support activities.
  7. Perform required installation support activities in relevant organizations.
  8. Conduct required awareness and capacity building sessions as and when required.
  9. Provide necessary resources for awareness and capacity building activities.
  10. Data/ Information of Integrated Welfare Management System will not be disclosed to unauthorized parties.
  11. Copy of the database/databases will not be shared or served in insecure location or any other personal storage devices. All data should be stored in the servers /computers or any other equipment owned or authorized location of WBB.
  12. Required system access will be given to relevant parties without any delay.
  13. Required System enhancement will be done by WBB.
  14. Credentials/access of Integrated Welfare Management System will not be exposed to any unauthorized third party to ensure smooth function of IWMS.
  15. Be an active partner throughout the process.

**SECOND PARTY** agreed to provide following;

1. Ensure the information in the system is continuously kept updated.
2. Lead the implementation of Integrated Welfare Management System.
3. Act as the main implementing agency throughout the implementation process.
4. Provide required Human Resources for National Level, District Level, Divisional Secretariat Level and GN Level for the implementation.
5. Supply required resources for the implementation.
6. Monitor the implementation of Integrated Welfare Management System at both divisional secretariat division level and district level.
7. Maintain data accuracy of Integrated Welfare Management System.
8. Establish required supporting team structure for implementation of Integrated Welfare Management System.
9. Conduct required awareness and capacity building sessions as and when required.
10. Data of Integrated Welfare Management System will not be use disclosed to unauthorized parties.
11. Data validation and reliability of the low income household information to be checked and maintained by DS level to National level.
12. Credentials of Integrated Welfare Management System will not be exposed to any

unauthorized third party.

1. Be an active partner for throughout the implementation process.

**THIRD PARTY** agreed to provide followings,

1. Provide leadership and direction for implementation of Integrated Welfare Management System.
2. Allocation of required resources for the implementation.
3. Plan and coordinate the implementation.
4. Ensure data accuracy of the Integrated Welfare Management System.
5. Keep up to date information.
6. Data validation and reliability of the low income household information to be checked and maintained by DS level to National level.
7. Provide required assistance and consultation on Field testing and any other related activities.
8. Establish required supporting team structure for administration and maintenance

activities of the verification.

1. Conduct required awareness and capacity building sessions as and when required.
2. Data of Integrated Welfare Management System will not be disclosed to unauthorized parties.
3. Data accuracy and reliability of the low income household information to be checked and maintained by DS level to National level.
4. Be an active partner throughout the implementation process.
5. **TIMELINE**

The above outlined scope and objective shall be fulfilled according to the agreed project plan by three parties unless it is changed by the mutual agreement.

1. **GENERAL PROVISIONS**

The Parties acknowledge and understandthatthey mustbe able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or

otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance underthe terms of this Memorandum.

If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

1. **CONFIDENTIALITY OF DATA**

The control process and procedures shall be followed among Welfare Benefits Board

Under the Ministry of Finance and Department of Samurdhi Development Under the State Ministry of Samurdhi, Household Economy, Micro Finance, Self- Employment, Business Development and Underutilized State Resources Development and State Ministry of Public Internal Security, Home Affairs & Disaster Management to secure the confidentiality, authenticity and integrity of an electronic document and electronic record as per the **REGULATIONS** made by the Minister of Defense under section 24 read with section 8 (2) of the Electronic Transaction Act, No. 19 of 2006.

During the course of discussions, and/or during the normal course of business among all parties, either party may disclose to the other certain information or more specifically verified data during the infieldverification , messageformats relatingto communications and other connected details which it deems proprietary, or mobile application design specifications, drawings, blueprints, diagrams, flow charts, data, low income household lists, implementation plans, goals, figures and other technical, financial or other related information in respect of existing or planned operations, integrated enterprise network devices, and/or telecommunications devices or software to be developed, manufactured or marketed by any party included in this MOU (the " Information “). Information shall be deemed confidential andproprietary and subject to restricted use and limiteddistribution as provided herein if plainly marked "confidential" or "proprietary" or with language of similar meaning or otherwise disclosed under circumstances which reasonably suggest the confidential nature of the Information, whether provided in written, encoded, graphic or other tangible or intangible forms including any electronic or magnetic form. Information provided orally shall also be deemed confidential and proprietary if identified as being confidential and proprietary at the time of disclosure by the disclosing party (“Discloser”) to the receiving party (“Recipient”).

With respect to the information provided by any party in this MOU to the other, Recipient shall;

1. Hold Information in confidence and protect it with the same degree of care with which it protects its own Information of like importance, but in no eventless thanreasonable care,
2. Use Information only for the Purposes described above except as otherwise provided by advance written agreement:
3. Except in anticipated use, not copy or otherwise duplicate Information, or knowingly allow its copying or duplication without Discloser's prior writtenapproval,
4. Restrict disclosure of Information to those employees with a need to know and who are notified of, and required to comply with this Agreement by contact, employee policies, work rules or other appropriate methods, and not disclose it to any third party,
5. Not disclose to subcontractors, consultants, agents and the like without Discloser's prior written approval,
6. Promptly and informatively notify Discloser in the event Recipient appears likely to become compelled, or in the opinion of counsel prudently should, according to law, regulation, or judicial administrative or governmental proceeding, disclose any of Discloser's Information, so disclosed at its expense, may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement. Recipient shall reasonably cooperate with Discloser in connection with seeking such a court order or other remedy as Discloser may reasonably request, at Discloser's expense, and
7. Treat any doubtful information as confidential and proprietary until any doubts concerning its nature are resolved after reasonableinquiry.
8. **AUTHORIZATION AND EXECUTION**

The signing of this Memorandum of Understanding does not constitutea formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by ,

shall be effective as of the date first written above.

and

(First Party Signature) (Date)

Witness:

(Second Party Signature) (Date)

Witness:

(Date)

(Third Party Signature)

Witness