

MEMORANDUM OF UNDERSTANDING ENTERED INTO BETWEEN

MOU

MEMORANDUM OF UNDERSTANDING



**STATISTICS BOTSWANA ("SB")
AND
NON-BANK FINANCIAL INSTITUTIONS REGULATORY AUTHORITY ("NBFIRA")**

("Hereinafter referred to as "parties")

Acting Statistician General
CEO- NBFIRA

Signature:

Signature:

Date: 15 MARCH 2017

Date: 15 MARCH 2017



STATISTICS BOTSWANA

NBFIRA

Non-Bank Financial
Institutions Regulatory
Authority



Acting Statistician General
CEO- NBFIRA

Signature:

Signature:

Date: 15 MARCH 2017

Date: 15 MAR 2017

This Memorandum of Understanding (MoU) sets the terms of understanding between the **NON-BANK FINANCIAL INSTITUTIONS REGULATORY AUTHORITY (NBFIRA)** and the **STATISTICS BOTSWANA (SB)** on the production of official economic statistics.

1. Statutory responsibilities and registered offices

1.1. Whereas NBFIRA was established by the Non-Bank Financial Institutions Regulatory Authority Act 2016 CAP 46:08, under section 3 with the principal object of regulating and supervising the non-bank financial institutions so as to foster the:

- a. Safety and soundness of the non-bank financial institutions;
- b. Highest standards of conduct of business by the non-bank financial institutions;
- c. Fairness, efficiency and orderliness of the non-bank financial sector;
- d. Stability of the financial system; and
- e. Reduction and deterrence of financial crime; and

Having registered offices at 3rd Floor, Exponential Building, Plot 54351, New CBD, Gaborone.

1.2 **Whereas** Statistics Botswana (SB) was established by the Statistics Act of 2009, Chapter 17:01 of the Laws of Botswana.

Section 4 of Statistics Act has laid down the functions of SB as follows:

- a. To collect, process, compile, analyse, publish, disseminate and archive official statistics;
- b. Advise Government and other agencies on policy, procedure and regulations relating to the development of official statistics;
- c. Collaborate with Government ministries, departments and other agencies in the collection, compilation, processing, publication, dissemination and archiving of statistical information including statistics derived from routine administrative activities;
- d. Develop and promote the use of statistical standards and appropriate methodologies;
- e. Conduct the population and housing census every ten years and any other censuses such as the agricultural, business censuses and surveys, as the Board may determine;
- f. Organise and maintain a central depository of statistical reports, publications, documents and data from both within and outside Botswana;
- g. Develop and maintain a business register for the purpose of creating a sampling frame;
- h. Develop and maintain a comprehensive national socio-economic database;
- i. Provide a focal point of contact with international agencies on statistical matters;
- j. To act as the nodal agency for planned development of the statistical system in the country.

Having registered office at Finance House, Khama Crescent, Government Enclave, Plot 8843, Gaborone.

Acting Statistician General
CEO- NBFIRA

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- 1.3 **And whereas** Section 55 of the NBFIRA Act gives the Authority authorisation to enter into arrangements with other Agencies that have functions related to the regulation or supervision of financial services, taxation, social security or the financial system in order to carry out its functions in terms of the Act.
- 1.4 And whereas Section 4 (2) (c) of Statistics Act authorises SB to collaborate with Government ministries, departments and other agencies in the collection, compilation, processing, publication, dissemination and archiving of statistical information including statistics derived from routine administrative activities;

Now therefore, the parties agree to conclude this Memorandum of Understanding as follows:

2. PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

- 2.1. This MOU provides a framework for parties to cooperate and communicate constructively in order to carry out their independent statutory responsibilities as stipulated above.
- 2.2. The cooperation and communication benefits both parties by:
- Contributing to the efficient and effective regulation and supervision of non-bank financial institutions and enforcement of financial services laws, amongst others.
 - contributing to the efficient and effective provision of official statistics through data sharing arrangements amongst others;
- 2.3. This MOU provides a platform for dialogue, and information exchange, capacity building and research between parties in matters of mutual interest subject to legislative provisions.

3. SCOPE OF COOPERATION AND INFORMATION SHARING

The parties to this MOU agree that;

- 3.1 SB will advise NBFIRA on policy, procedures and regulations relating to the development of official statistics.
- 3.2 Parties will assist each other in collection, processing, compilation, analysis, publishing, disseminating and archiving official statistics
- 3.3 The parties will meet and communicate regularly to discuss matters of common interest.
- 3.4 The parties will always promote an environment of complementary and consistent approach, so far as that is consistent with their independent responsibilities.
- 3.5 The parties will conduct joint research and share costs where applicable.
- 3.6 The parties mutually understand that, subject to legislative provisions, relevant information in the custody of either party will be shared for purposes of delivering in the mandates. Either party shall give feedback on the data provided as well as share copies of any research outputs produced or disseminated. This feedback will assist either party in improving the quality of data. No data submitted to either party will be shared with other institutions or representatives thereof without authority of either party.
- 3.7 When the information is no longer required, the signatories to this MOU undertake to destroy or dispose of the information in compliance with the requirements of their respective records management, retention and disposal policies and procedures.

Acting Statistician General
CEO- NBFIRA

Signature:

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- 3.8 Name, emblem and official seal of either party shall not be used in any form or manner whatsoever, or any abbreviation of the name of either party without the prior written authorization of the concerned party.
- 3.9 Any information or data of either party that is derived directly from source or from its publications, shall at all times bear an acknowledgment of either party as the source of information and be reproduced as originally published or obtained from source without alteration.
- 3.10 To the extent possible, all requests for information shall be in writing and signed by the Heads of Organisations or their designated officers, and shall specify:
- a. The information sought by the requesting party.
 - b. A general description of the matter which is the subject matter of the request and purpose for which the information is sought.
 - c. The desired time period for reply and where, the urgency thereof.
- 3.11 In urgent situations, the parties will endeavour to notify each other of the urgent situation and communicate information to the other as would be appropriate in the circumstances, taking into account all relevant factors, including the status of the efforts to address the current situation. During urgent situations, requests for information may be made in any form including orally by designated officers provided such information is confirmed in writing at an opportune time.
- 3.12 By mutual agreement, and to the extent possible, the parties agree that the desired course of action will be to issue joint press releases on all matters of mutual interest.

4. OBLIGATIONS

- 4.1 This MoU is not intended to create binding obligations on either agency.
- 4.2 This MoU does not limit Statistics Botswana or the NBFIRA from taking any steps to establish other MoU's with any other institutions that may be deemed relevant to their functions as well as any activity that may be consistent with the legislations that establish their existence.
- 4.3 When the information is no longer required, the signatories to this MOU undertake to destroy or dispose of the information in compliance with the requirements of their respective records management, retention and disposal policy and procedures.
- 4.4 Any information or data of either party that is derived directly from either party or from the publications, shall at all times bear an acknowledgment of SB/NBFIRA as the source of information and be reproduced as originally published or obtained from SB/NBFIRA without alteration.
- 4.5 Reporting of official statistics on non-bank financial institutions to the international world by the NBFIRA should be done in consultation with SB

5. DURATION

- 5.1 This MOU shall become effective upon signature by the Statistician General of Statistics Botswana and the Chief Executive Officer of the NBFIRA and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from the Statistics Botswana and the NBFIRA this MOU shall end on end date of partnership.

Acting Statistician General
CEO- NBFIRA

Signature:

Signature:

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- 5.2 The agreement may be revised or reviewed with consent of both parties at any time, or terminated at the initiative of either organization with a written notice of 2 (two) months prior to termination. If the Memorandum of Understanding is terminated by either party, steps shall be taken to ensure that the termination does not affect any prior obligations, project or activity already in progress.

6. STATUTORY LIMITATIONS

- 6.1 The provision of, or request for information under this MoU may be denied:
- Where compliance would require a party to act in a manner that would violate the applicable law;
 - Under circumstances where there is an imminent risk to national security or other overriding public interest; or
 - When compliance with a request or provision of information would interfere with an ongoing investigation in circumstances where prejudice to the investigation is likely to outweigh the adverse effects of denying the information.
- 6.2 No provision of this MoU shall give rise to the right on the part of any person, entity or government authority other than the parties herein, directly or indirectly, to obtain any information or to challenge the execution or a request for information under this MoU.
- 6.3 The MOU is a statement of the intentions of the signatory agencies. It does not create a contractual relationship and is not binding on the parties in law.

7. COLLABORATIVE WORKING ARRANGEMENT

- 7.1 This MoU sets out the broad principles of collaboration between the parties as well as specific details of the arrangements.

8. CONSULTATION ON POLICY CHANGES

- 8.1 Each party will notify the other of the proposed changes in policy or decisions that are likely to impact on the responsibilities of the other with relevance to the requirements under this MoU.

9. COORDINATION COMMITTEE

- 9.1 A Joint Working Committee (JWC) and sub-committees to facilitate close collaboration between Statistics Botswana and the NBFIRA on relevant subject matter area shall be formed. The terms of reference for both the JWC and other sub-committees shall be developed to facilitate implementation of the elements of this MoU.
- 9.2 The JWC shall be responsible for ensuring that appropriate arrangements are in place to agree, review, monitor and report on the parties' obligations in this MOU.

10. LEGISLATIVE AUTHORITY

- 10.1. Each party will take all reasonable measures to:
- Protect any records under its custody covered by this MOU, to ensure that such information is used for the intended purpose under this MoU.
 - Ensure that its employees, undertake the oath of secrecy before handling statistical data as provided for in the Statistics Act of 2009.

Acting Statistician General
CEO- NBFIRA

Signature: 
Signature: 

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- 10.2. Neither party shall disclose information to any third party, without consulting the other party.
- 10.3. Notwithstanding any other provision of this MoU, it shall not be a breach of this MoU for either party to disclose any information given to it in connection with this MoU pursuant to a court order or a binding request from a regulatory body with statutory power to require the disclosure of such information, provided that the affected party shall give all reasonable proof for such disclosure to the other party.
- 10.4. The provisions of the MOU are subject to any relevant legislation enacted by the Government of Botswana or by any international treaties or Charters adopted or applicable to both parties.

11. AMENDMENT, ADDITIONS AND MODIFICATION

- 11.1 The parties may during the term of this MoU make such amendments, additions or modifications provided there is mutual agreement to do so. No such amendment, addition or modification shall be effective unless reduced to writing and signed for by both parties in the form of an addendum to this MoU.

12. FINANCIAL CONSIDERATIONS

- 12.1 Nothing in this MoU shall be deemed to be a commitment or obligation of funds from either SB or the NBFIRA.
- 12.2 The parties acknowledge that all or any financial arrangements must be borne by individual parties through normal budgeting processes of each party's practices.
- 12.3 The signatories to this MOU will provide and exchange information within the scope of this MOU to one another at no cost. Any foreseen costs to be incurred shall be discussed and agreed by both parties before implementation of activities.

13. DISPUTE SETTLEMENT

- 13.1 Any dispute between the Parties arising out of the interpretation or the implementation of this Agreement shall be settled amicably by negotiations or consultation following available structures within each Party.
- 13.2 Matters of dispute between any signatory agencies should, in the first instance, be negotiated at the lowest and most informal level practical, between officers of those agencies at the operational level where the dispute has arisen. If resolution at that level is not achieved, the dispute should be referred, in writing, to the relevant Senior Managers of the agencies in dispute. If resolution at senior management level is not possible, the matter should be referred, in writing, to the Chief Executive Officers of the agencies for finality.

14. THE OPERATIONAL PROCEDURE FOR THIS MOU

- 14.1. Where NBFIRA endeavours to undertake a research service, which will be of interest to SB, NBFIRA will inform SB in advance about the assignment to be undertaken either in writing or, where communication is made verbally in an urgent situation or vice versa; such communication will be confirmed in writing at an opportune time.
- 14.2. Both parties will seek clarity and advice each other, where necessary.

Acting Statistician General
CEO- NBFIRA

Signature:

Signature:

Date:

Date:

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15. DOMICILLIM CITANDI ET EXECUTANDI

15.1. The parties choose as their domicilium citandi, their respective addresses for all purposes arising out of or in connection with this MoU and at which addresses all the queries, instructions or correspondence shall be addressed or delivered as follows;

FOR STATISTICS BOTSWANA:

**THE STATISTICIAN GENERAL
STATISTICS BOTSWANA**

Plot 8843, Finance House, Khama Crescent
Government Enclave
Private Bag 0024, Gaborone
Tel: (+267) 367-1300 Fax: (+267) 395-2201

FOR NBFIRA

**The Chief Executive Officer
NBFIRA**

Plot 54351, Exponential Building, 3rd Floor
New Central Business District
Private Bag 00314, Gaborone
Tel: (+267) 3102595 Fax: (+267) 3102376

We, the undersigned, hereby agree to the terms and conditions contained in this Memorandum of Understanding.

Name: BURTON MGANE
Acting Statistician General

Signature: [Signature]

Date: 15 MARCH 2017

Name: DAITSE M RAMASEN
The Chief Executive Officer

Signature: [Signature]

Date: 15 MAR 2017

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Acting Statistician General
CEO- NBFIRA

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Signature:

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