



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)  
AND  
THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION (UNESCO)**

This Memorandum of Understanding (“MOU”) is entered into by the United Nations Development Programme (hereinafter referred to as “UNDP”), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States, and the United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as “UNESCO”), a specialized agency of the United Nations. UNDP and UNESCO are hereinafter jointly referred to as the “Parties”.

**WHEREAS** both organizations are guided by General Assembly resolution 62/208, the “Triennial Comprehensive Policy Review of operational activities for development of the United Nations system, 2007” (hereinafter referred to as “TCPR”) and all organizations of the United Nations system are committed to the pursuit and implementation of the Millennium Declaration and the 2005 World Summit Outcome document;

**WHEREAS** based on its 1946 Constitution, the mission statement approved by the UNESCO General Conference at its 34<sup>th</sup> session, as contained in UNESCO’s Medium-Term Strategy for 2008 – 2013 (document 34 C/4) states that UNESCO “as a Specialized Agency of the United Nations contributes to the building of peace, the eradication of poverty, sustainable development and intercultural dialogue through education, the sciences, culture, communication and information”;

**WHEREAS** UNESCO’s Medium-Term Strategy sets out the Organization’s functions, two global priorities – Africa and gender equality – and fourteen strategic programme objectives as well as the Organization’s commitment to contribute to UN system reform and in particular coherence at global, regional, sub-regional and country levels;

**WHEREAS** UNESCO is authorized under Article XI of its Constitution to cooperate with other intergovernmental organizations and to this end has entered into an agreement establishing working relations with the United Nations in 1946;

**WHEREAS** the 2007 TCPR and the World Summit Outcome Document have guided the formulation of UNDP’s Strategic Plan, 2008-2011, which promotes an effective, efficient and coherent UN, focusing its programmatic contributions towards poverty reduction and the achievement of the Millennium Development Goals/Internationally Agreed Development Goals (MDGs/IADGs), through democratic governance, poverty reduction, crisis prevention and recovery, and environment and sustainable development whereby UNDP embraces national



ownership, capacity development, effective aid management, gender equality and empowerment of women, and South-South cooperation;

**WHEREAS** UNDP has the capacity to provide a host of administrative, financial and logistical support services at the country level for partner UN agencies;

**WHEREAS** the management of the Resident Coordinator system is firmly anchored in UNDP, providing enhanced UN coordination at country level under the guidance of the UNDG as the integrated third pillar of the Chief Executives Board (CEB) and assisting governments to access expertise available within the UN system, including through non-resident agencies, which support national development priorities and the United Nations Development Assistance Framework (UNDAF) and other related joint programming documents;

**WHEREAS** the Parties already have a demonstrated long history of cooperation exemplified by the status of UNESCO as an Executing Agency of UNDP under the 1990 Executing Agency Agreement between the Parties, as agreed in an exchange of letters between the Parties, and subsequently in numerous inter-agency activities globally and at the country level;

**WHEREAS** the Parties wish to conclude a strategic partnership agreement covering the global, regional and country levels so as to enhance the contribution of each Organization toward national development priorities. Such initiatives aim at strengthening the coherence of the UN system by promoting synergies to increase the quality and effectiveness of programme delivery through complementary and joint programming efforts;

**WHEREAS** the Parties along with other organizations of the UN system and other partners share similar development objectives to assist national governments meet the MDGs/IADGs, through cooperation in areas of mutual concern and effectiveness of coordinated development efforts.

**NOW, THEREFORE**, the Parties agree to cooperate as follows:

## **Article I Purpose**

1.1 The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, to enable national governments to access UN expertise, based on national development priorities and plans contributing to UNDAF outcomes and supporting complementary UN system programming.





## **Article II**

### **Areas of Cooperation**

2.1 The Parties agree to cooperate in areas of common interest, further to and within each Organization's respective mandate. The Parties undertake to cooperate through complementary and/or joint programming efforts supporting UNDAF outcomes in areas where UNDP capacity development and UNESCO technical expertise demonstrate an added value and can significantly contribute to UNDAF results and other common UN regional or global result areas. Areas of cooperation may include, but are not limited to:

i) Poverty reduction and the achievement of the MDGs/IADGs:

- Education for All, including educational planning, literacy, secondary education, Technical and Vocational Education and Training (TVET) specifically towards Education for Sustainable Development (ESD), teacher training and HIV and AIDS education
- Culture and development, with particular emphasis on sustaining cultural diversity in all its aspects as well as inter-cultural dialogue and cultural industries
- Building knowledge societies through communication and information, fostering freedom of expression and the role of the media in poverty reduction
- Gender equality and gender mainstreaming.

ii) Preservation of peace through educational, scientific, cultural and informational initiatives, in particular in post-conflict situations.

iii) Environment and sustainable development:

- Biodiversity governance and management
- Integrated water resource management
- Marine and coastal resource management
- Building scientific knowledge base and monitoring capacities.

iv) Knowledge management through enhanced collaboration on common access to data and information as well as technical expertise, training materials, and good practices.

v) Resource mobilization, and the formulation of partnerships, including with actors from civil society and the private sector, for joint programmes.

2.2. The Parties agree to continue to co-operate through their appropriate mechanisms and structures to promote strengthened development effectiveness at the global, regional, sub-regional and country levels as needed.



2.3 This MOU shall be brought to the attention of the staff of both organizations, in particular Resident Coordinators (RCs), UNDP Country Directors (CDs) and heads of UNESCO field offices. UNDP and UNESCO will collaborate to make available policy guidance and tools, information, and training, including pertinent modules, to enable members of the country teams, in particular in countries where UNESCO is non-resident, to be fully knowledgeable of UNESCO programmes and expertise.

2.4 The Parties will explore cooperation in the areas of staffing in furtherance to the purpose of this MOU including the possible secondment of their respective staff.

### **Article III Programme Implementation**

3.1 The Parties concur that United Nations Country Team (UNCT) joint programming holds considerable potential for responding effectively to national priorities and building synergies. Joint programming can address cross-cutting themes, normative issues and normative-operational linkages, upstream policy work and advice required by governments. The Parties shall explore, together with the UNCT, potential joint programme opportunities based on UNDAF outcomes. UNESCO results, in line with UNDAF outcomes and along with the other UN agencies operating in country, will be reported on a yearly basis as part of the UN Annual Report.

3.2 The Parties shall collaborate fully with each other and the UNCT, national authorities, and partners concerned in the execution of activities with a view to realizing the expected results described in the UNDAF and related project documents, annual work plans, joint programme and/or contribution documentation according to UNDP regulations, rules, policies and procedures. The RC/Resident Representative (RR) may invite a UNESCO national commission member(s) to attend certain UNCT meetings, especially in countries where UNESCO is a non-resident agency (NRA) when relevant programming issues are being discussed and commission participation is deemed useful.

3.3 At the regional level, UNESCO will strive to provide its input to the work of the Regional Directors' (Managers) Team (RDTs/RMTs). UNESCO may request UNDP Regional Directors to bring UNESCO's concerns and views to the respective (RDT/RMT) when they are unable to do so themselves.

3.4 At HQ level, to support common programmatic initiatives, the Parties will explore opportunities and exchange information related to developing and strengthening their cooperation identifying innovative sources of funding to support areas for joint programmes.

3.5 Substantive areas of cooperation and the methods through which collaborative initiatives, strategies and support may be realized between the Parties will be elaborated by focal points





designated by the respective Parties. The UNDP Bureau for Development Policy (BDP) will act as the focal point within UNDP and the Bureau of Strategic Planning (BSP) will be the focal point at UNESCO. The focal points will provide the strategic direction of cooperation, monitor the implementation of the MOU and provide regular feedback to their respective institutions. Modifications to programming will be adjusted based on host government, UNCT, and RDT guidance for the subsequent year.

3.6 Accordingly, the Parties may agree upon, through their focal points, the launch of special initiatives or joint action, globally and regionally and in collaboration with partner governments, and cooperate closely in the context of common country programming exercises with the UNCT in accordance with the respective regulations, rules, policies, and procedures of the Parties.

3.7 Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

3.8 UNESCO's legal status, privileges and immunities, and operational activities shall be subject to its agreement with the concerned government(s).

#### **Article IV Collection and Utilization of Statistical Information**

4.1 Subject to 5.1 below, the Parties recognize the value and necessity of sharing statistical and scientific information and of avoiding duplication in their collection, analysis, publication and distribution. This will provide a solid knowledge base that can be made available to RCs and UNCTs.

4.2 To this end, the Parties will co-ordinate their efforts with the UNCT and national authorities to ensure the best utilization of data available or to be collected, in an effort to reduce the burden on the governments and other organizations.

#### **Article V Consultation and Exchange of Information**

5.1 Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements which may be in place to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.



5.2 The Parties shall consult with each other on a regular basis on matters which might affect the successful completion of activities. The Parties shall review the progress of activities being carried out and plan future activities as deemed appropriate responding to national priorities and UNDAF outcomes.

## **Article VI Visibility**

6.1 The Parties agree to acknowledge the role and contribution of each Organization in all public information documentation relating to instances of such cooperation and use each Organization's name and emblem in documentation related to the cooperation in accordance with the current policies of each Organization and with United Nations Development Group (UNDG) policies.

## **Article VII Term, Termination, Amendment**

7.1 This MOU shall enter into effect upon its signature by both Parties and shall remain valid until terminated. Either Party may terminate this MOU by giving not less than sixty days notice in writing to the other Party. Such termination shall become effective on the date specified in the termination notice.

7.2 In the event of termination of the MOU, any cost-sharing, project cooperation agreements, and any project documents concluded pursuant to this MOU, may also be terminated in accordance with the termination provisions. In such cases, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU, any cost-sharing agreements, or project documents are brought to a prompt and orderly conclusion in accordance with the respective regulations and rules of the Parties, as applicable.

7.3 This MOU may be amended only by mutual written agreement of the Parties.

7.4 This MOU shall be reviewed on an annual basis. The Parties may, by exchange of letters, amend any of the provisions of this MOU or enter into supplementary arrangements designed to extend or reduce the scope of the present MOU.



## **Article VIII Notices and Addresses**

8.1 Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, or overnight courier to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For UNDP:                   Assistant Secretary-General and Director  
Bureau for Development Policy  
United Nations Development Programme  
304 East 45<sup>th</sup> Street  
New York, New York 10017, USA

For UNESCO:               Assistant Director General for Strategic Planning  
UNESCO  
7, Place de Fontenoy  
F-75352 Paris 07 SP, France

## **Article IX Miscellaneous**

9.1 This MOU and any related agreements comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements. Any dispute over the interpretation or application of any provision herein contained shall be settled through negotiations or by such other means as the Parties shall mutually agree. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of any other provision of this MOU. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

## **Article X Entry into Force**

10.1 This MOU may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document, and shall enter into force and effect on the date ("Effective Date") in which it is duly signed by both parties.



**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties affix their signatures below.

**FOR UNDP:**  
Kemal Dervis

Date  
24-10-08

**FOR UNESCO:**  
Koïchiro Matsuura

Date  
24-10-2008