

MEMORANDUM OF UNDERSTANDING

between

UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

and

UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINE REFUGEES IN THE NEAR EAST

This **MEMORANDUM OF UNDERSTANDING** (the "MOU") is entered into this 18th day of March 2014 between:

- The **United Nations Educational, Scientific and Cultural Organization**, a specialized agency of the United Nations, established 16 November 1945, 7 place de Fontenoy 75352 Paris 07 SP France (**UNESCO**),
- and
- The **United Nations Relief and Works Agency for Palestine Refugees in the Near East**, an autonomous subsidiary organ of the United Nations, established by General Assembly Resolution 302 (IV) of 8 December 1949, Bayader Wadi Seer, PO Box 140157, Amman 11814, Jordan (**UNRWA** or the **Agency**); (each also a Party and, collectively, the Parties).

WHEREAS

- (A) UNESCO, a specialized agency of the United Nations, pursuant to its Constitution, contributes to the building of peace, the eradication of poverty, and sustainable development and intercultural dialogue through education, the sciences, culture, communication and information. UNESCO strives to build networks among nations on the basis of humanity's moral and intellectual solidarity by mobilizing for education so that every child has access to quality education as a fundamental human right and as a prerequisite for human development; building intercultural understanding through protection of heritage and support for cultural diversity; pursuing scientific cooperation to strengthen ties between nations and societies; and protecting freedom of expression;
- (B) UNRWA is mandated to provide assistance and protection to some 4.9 million registered Palestine refugees. Its mission is to help Palestine refugees in Jordan, Lebanon, Syria, West Bank and the Gaza Strip to achieve their full potential in human development, pending a just solution to their plight. UNRWA's services encompass education, health care, relief and social services, camp infrastructure and improvement, microfinance and emergency assistance. UNRWA is funded almost entirely by voluntary contributions;
- (C) Since 1950, UNESCO and UNRWA have collaborated to ensure quality education and training for Palestine refugee children;
- (D) In 1956, further to 9C/Resolution 1.71 of the General Conference of UNESCO at its 9th session, the Parties formalized this collaboration in a written agreement. The agreement was renewed in 1957 and further renewed on 26 January 1967 with modifications which authorized the Director-General of UNESCO to assume technical responsibility for the educational programme for Palestine Arab refugees, sponsored jointly by UNRWA and UNESCO, by providing the higher directing staff required for the execution of the programme and by providing services of a technical nature. The agreement was subsequently renewed on 27 January 1988 through an exchange of letters between UNESCO's Director-General and UNRWA's Commissioner General. The present agreement replaces and supersedes all of the previous agreements concluded between UNESCO and UNRWA related to the delivery of education to Palestine refugee children;
- (E) The General Conference of UNESCO, at its 37th session authorized the Director-General to continue in 2014-2017 to provide financial and technical support to UNRWA's Education Department in order to strengthen their work of providing education for Palestinian refugees (37C/5);
- (F) UNRWA has embarked on a comprehensive reform of its Education Programme to better position the Agency to provide effective and relevant quality education reflecting 21st century needs of Palestine refugees and, in partnerships such as with UNESCO, to spearhead quality educational practices across the region;
- (G) UNESCO continues to support UNRWA in the delivery of its Education Programme to Palestine refugee children in UNRWA's five fields of operation; and

- (H) The Parties share common objectives and believe in cooperation and integrated efforts, within the limits of available funds, as the way to provide education sector leadership for the strategic management and implementation of the UNRWA Education Programme; to maintain, consolidate and develop, in consultation with the governments concerned, a quality education system for Palestine refugees in West Bank, the Gaza Strip, Jordan, Lebanon, and Syria; and to facilitate technical assistance, collaboration and sharing of practices in the delivery of education.

NOW THEREFORE, the Parties agree as follows:

1. PURPOSE OF THIS MOU

The purpose of this MOU is to update the collaborations between UNESCO and UNRWA under the preceding agreements mentioned above on support for the delivery of education to Palestine refugee children in West Bank, the Gaza Strip, Jordan, Lebanon and Syria and to set forth the respective obligations of the Parties therein.

2. DURATION

- 2.1 This MOU shall be effective from the 18th day of March 2014 and shall remain in force until terminated by either Party in accordance with the terms of Article 7 of this MOU.

3. AREAS OF COOPERATION

3.1 *Role and Obligations of UNESCO*

Within the limits of available funds and resources, UNESCO shall:

- (i) from its own budget, provide overall high-level management support to UNRWA through a loan of a staff member at the D-2 level, subject to the conclusion of a separate agreement to that effect, in accordance with UNESCO's Staff Rules and Regulations, and with the "Inter-organization Agreement concerning Transfer, Secondment or Loan of Staff among the Organizations applying the United Nations Common System of Salaries and Allowances". The recruitment for this position will be done by UNESCO, in accordance with its rules and regulations: an UNRWA representative shall be involved in the short listing of candidates and as a panel member during the recruitment process. Appointment of the candidate to this position will be made by UNESCO. The staff member of UNESCO, who is loaned to UNRWA, shall be subject to the authority of UNESCO's Director-General and to UNESCO's staff regulations and rules, while being subject to the administrative supervision of the Commissioner-General of UNRWA;
- (ii) pay the salaries and, subject to eligibility, all emoluments and entitlements under applicable UNESCO staff regulations, rules and associated administrative issuances, including dependents' allowance, children's allowance, education grants, education travel, pension fund contributions, income tax reimbursement, medical benefit fund contributions, home leave travel and transportation expenses on recruitment and on repatriation or separation, and shall provide protection, in the form of insurance, against accidents sustained in the course of duties, of the officer referred to in Article 3.1(i);
- (iii) provide funding to UNRWA in form of a lump sum to establish a P5 post in the Education Department at UNRWA. The lump sum is based on the UNESCO Standard Staff Cost foreseen for a regular P5 post in Amman. The job description will be established in collaboration with UNESCO. A UNESCO representative shall be involved in the short listing of candidates and as a panel member during the recruitment process. The recruitment for this position will be done by UNRWA in accordance with its Regulations, Rules, Organization Directives, Instructions and any other parts of its regulatory framework, as well as its policies, and procedures (collectively, the UNRWA Regulatory Framework). Appointment of the candidate to this position will be made by UNRWA.
- (iv) provide technical assistance to UNRWA on education matters through its Headquarter and through UNESCO's Regional Bureau for Education in the Arab States; and
- (v) in consultation with the Director of the Regional Bureau for Education in the Arab States and the Director for Education of UNRWA, assist UNRWA at the strategic, educational planning and operational level of the Education Programme and in determining approaches appropriate to deliver quality education as mentioned in Article 1 of this MOU;
- (vi) include the Director of Education of UNRWA in UNESCO's Education Sector Leadership Team;
- (vii) invite UNRWA to all relevant education regional and global activities and events; and

- (viii) work to ensure and enhance mutual visibility of UNRWA's Education Programme to UNESCO's Member States.

3.2 Role and Obligations of UNRWA

Within the limits of available funds and resources, UNRWA shall:

- (i) under the direction of the Commissioner-General of UNRWA, be administratively responsible for the Education Programme for Palestine refugees in West Bank, the Gaza Strip, Jordan, Lebanon and Syria;
- (ii) provide office space and other facilities, including transportation and duty travel subsistence allowance within the Agency's fields of operation, for the personnel referred to in Article 3.1(i); and extend to them the same privileges and immunities as to its own personnel at corresponding grades;
- (iii) share and report on expertise and experience, and as appropriate work collaboratively on education matters (e.g. teachers, curriculum, education in emergencies, inclusive education, human rights and peace education) through UNESCO's Regional Bureau for Education in the Arab States and the UNESCO Education Sector at Headquarters as appropriate;
- (iv) facilitate as appropriate UNESCO's access to UNRWA's Education Programme and education facilities, subject to the UNRWA Regulatory Framework relating to such access, (including but not limited to, rules and regulations relating to security), for the purpose of research and learning, the sharing of innovative approaches, and lessons learned and any other education related joint initiatives;
- (v) engage UNESCO, through UNESCO's Regional Bureau for Education in the Arab States in all relevant strategic education activities and events organized by UNRWA;
- (vi) formally report to UNESCO on an annual basis on the status of education for Palestine refugees, the implementation of the Education Reform or other strategic direction, and the overall cooperation with and through the support from UNESCO. Reports should be submitted at the end of December of each year through the UNESCO's Regional Bureau for Education in the Arab States;
- (vii) ensure visibility of UNESCO's support to UNRWA's Education Programme, through the use of UNESCO's logo and reference to UNESCO's support to UNRWA's Education Programme, as appropriate.

3.3 Other Obligations (Working Parties)

- (i) Working parties consisting of representatives of UNESCO, UNRWA and host governments, and as appropriate other UNESCO member states collaborating in the execution of the Education Programme may be convened jointly by the Director of Education of UNRWA and the Director of the Regional Bureau for Education of UNESCO, to make recommendations with regard to the Education Programme and/or to discuss specific problems related to the programme.
- (ii) Letters of exchange on specific areas of collaboration and work plans will be exchanged between the Director of Education (UNRWA) and the Director of the UNESCO Regional Bureau for Education in the Arab States, every second year.
- (iii) Overall and strategic management of the MoU will be at the level of the Director-General of UNESCO and the Commissioner-General of UNRWA. Subject to the discretion of the Director-General of UNESCO and the Commissioner-General of UNRWA, periodic consultations, at least every two years between the Parties to discuss the MOU and its strategic direction. Consultations may be held at the executive management level, including the Directors of Human Resources of both Parties, the Assistant Director General of Education at UNESCO and the Director of UNRWA Education.

4. INDEPENDENCE OF THE PARTIES

UNESCO and UNRWA are independent contractors with respect to each other and (a) neither Party is an agent of the other and neither Party has any right or authority to enter into any contract or undertaking in the name of, or for the account of, the other Party, or to create or assume any obligation of any kind, express or implied, on behalf of the other, except as specifically set forth herein; and (b) nothing in this MOU shall be construed to create an employer/employee relationship, partnership or joint venture between the Parties, or between a Party and any employee of the other Party.

5. USE OF NAME, TRADEMARK OR LOGO

Neither Party shall use the name, abbreviation of the name, emblem, trademark or logo of the other Party in any advertisement, press release, publicity or other materials printed or published with reference to this MOU or otherwise, without the express written consent of the other Party. This provision shall survive the expiration or termination of this MOU.

6. CONFIDENTIALITY

- 6.1 UNRWA and UNESCO may provide their donors and other appropriate parties with information relating to this MOU, its contents and its implementation.
- 6.2 Without prejudice to their rights under Article 6.1 above, the Parties shall maintain the confidentiality of the information related to each other and neither Party shall communicate at any time to any other person, Government or authority external to the Parties, any confidential or other information known to it by reason of its association with each other which has not been made public except with the authorization of the other Party. This provision shall survive the expiration or termination of this MOU.

7. TERMINATION AND AMENDMENT


- 7.1 Either Party may terminate this MOU at any time by serving not less than one (1) year notice in writing to the other Party.
- 7.2 Either party may terminate the MOU at any time by providing written notice to the other Party in any case in which their mandate or the funding applicable to the performance of the MOU is curtailed or terminated, whether in whole or in part.
- 7.3 In any event of termination of this MOU, the Parties shall cooperate in bringing the activities carried out by the Parties hereunder to a prompt and orderly conclusion and the Parties shall immediately cease any use of the other Party's name, abbreviation of the name and emblem.
- 7.4 This MOU may be amended and/or extended only by written agreement signed by the authorized representatives of both Parties.

8. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or in connection with this MOU or any breach thereof shall be settled amicably, by direct negotiation between the Director-General of UNESCO and the Commissioner-General of UNRWA.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the dates and at the places shown below; in duplicate, both of which shall be deemed an original.

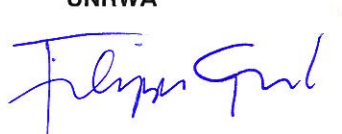
UNESCO



Irina Bokova
Director-General

Amman, 18 March 2014

UNRWA



Filippo Grandi
Commissioner-General,

Amman, 18 March 2014