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MEMORANDUM OF UNDERSTANDING

BETWEEN

**INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
AND
INTERNATIONAL DEVELOPMENT ASSOCIATION**

AND

**UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION**



The purpose of this Memorandum of Understanding (“Memorandum”) between the International Bank for Reconstruction and Development (“IBRD”) and the International Development Association (“IDA”), (together, the “World Bank”) and the United Nations Educational, Scientific and Cultural Organization (“UNESCO”), each a “Party” and together the “Parties”, is to collaborate in the achievement of common objectives as described, and on the basis outlined, below.

1. Background

(a) The World Bank is an international development institution established by Articles of Agreement adopted by its member countries. The World Bank’s mission is to reduce poverty, improve living conditions, and promote sustainable and comprehensive development in the developing world. It achieves these objectives by providing loans, concessional financing, technical assistance, and knowledge-sharing services to its member countries and through partnerships with other organizations.

(b) Further to its mission, the World Bank, through its Sustainable Development Network (SDN), has an interest in collaborating with other international organizations to address the global challenge of sustainable development in the developing world.

(c) UNESCO is a multilateral organization, member of the United Nations institutional family, and engaged in the promotion of education, science and culture worldwide. UNESCO works to create conditions for dialogue among civilizations, cultures and peoples, based upon respect for commonly shared values, and seeks to achieve sustainable development encompassing observance of human rights, mutual respect and the alleviation of poverty.

(d) Further to its mission UNESCO, through its Culture Sector, has equal interest in developing partnerships with other multilateral organizations in pursuing the policies and practices of culture and development.

2. Common Objectives

Consistent with their respective mandates, the Parties desire to collaborate in joint initiatives furthering the understanding and the promotion of cultural, social and natural heritage in the pursuit of sustainable development in the world, and particularly in the developing world, contributing to the achievement of the Millennium Development Goals (MDGs).

3. Framework for Collaboration

(a) This Memorandum provides a framework within which the Parties may develop and undertake collaborative activities in order to pursue more effectively the objectives identified in paragraph 2 (*Common Objectives*) above.

(b) In particular, the Parties anticipate that their collaboration will focus on a number of specific substantive areas, consistent with their policies and procedures, which will include, but not be limited to:

- (i) historic cities preservation and rehabilitation: this would include the joint identification of scenarios to further promote historic cities and the historic urban landscape agenda in priority regions of the developing world, as well as the collaboration in the early identification of investment operations by the World Bank and of technical assistance programs by UNESCO;
- (ii) the promotion of cultural diversity: this would include supporting cultural diversity in policies and programs, including the development of cultural indicators, in order to ensure social cohesion among diverse social groups. Multicultural approaches are particularly important to ensure that indigenous peoples, minorities and migrants can find their place in the broader society and resolve tension and conflicts in a peaceful and civil manner. Multicultural policies have strong relevance for social service delivery, in particular education and health, governance systems, justice and conflict resolution, as well as community-driven development approaches;
- (iii) the conservation of natural heritage sites: this would include the promotion of environmental protection of natural resources, in particular the sites inscribed on the UNESCO World Heritage List, within a holistic approach that allows for sustainable productive activities that benefit local communities, the promotion of sustainable forest management, the protection of biodiversity and the pursuit of sustainable tourism; and
- (iv) the economics of cultural heritage: this would include the design and implementation of an international research program on the economic gains to be obtained from investing in cultural assets, including cultural industries, in emerging and developing countries, the development of cultural and economic indicators, and the organization of an international conference on the economics of culture, based on the mobilization of world-class expertise and of the availability of financial resources external to the Parties.

4. Forms of Collaboration

(a) Further to the achievement of their common objectives, the Parties intend to consider ways to:

- (i) share knowledge, ideas and lessons learned;

- (ii) exchange personnel to increase knowledge-sharing and exchange in the context of the preparation and implementation of projects;
- (iii) plan joint capacity building programs in areas of common interest;
- (iv) collaborate on the promotion, preparation and organization of joint seminars and conferences;
- (v) collaborate on the organization and execution of high-level joint research projects on subjects of primary interest;
- (vi) collaborate on ways to join with other entities which could bring further support to the activities pursued under this Memorandum;
- (vii) collaborate on the dissemination of the lessons learned/results of projects/research through publications, the Internet, and other easily accessible means; and
- (viii) periodically evaluate the effectiveness of working in collaboration, with reference to their respective mandates and priorities.

(b) The Parties anticipate that each Party will contribute to the activities undertaken pursuant to this Memorandum, in one or more of the following ways:

- (i) mobilizing its own staff for the pursuit of the objectives of this Memorandum, and paying for related out-of-pocket expenses;
- (ii) financing the travel and subsistence costs related to the mobilization of the other Party's staff where reasonable and if budget resources are available;
- (iii) providing facilities for workshops, conferences or training seminars;
- (iv) engaging and funding consultants;
- (v) providing support to relevant stakeholders; and
- (vi) such other means as the Parties may agree.

5. Implementation

(a) The responsibility for the implementation of activities pursuant to the framework established by this Memorandum shall lie with the Parties, each of which has designated a representative below. By written notice or e-mail to the other Party, each Party may designate different or additional persons as its representatives.

For the World Bank:

Anthony Gad Bigio
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The World Bank
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For UNESCO:

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(b) When consensus is reached between the Parties' representatives on a given Work Plan (as such term is defined in sub-paragraph 9(a) (*Limits to Memorandum*) below), consisting of target activities and, as relevant, a budget, each Party shall be responsible for its own share of the associated financial and other obligations.

(c) Any Work Plan (as such term is defined in sub-paragraph 9(a) (*Limits to Memorandum*) below) formulated by the Parties will seek to include the following information, as relevant: (i) a description of the major activities to be undertaken, including any follow-up activities; (ii) the organization and execution of the activities; (iii) a proposed budget; (iv) the names of person(s) or entities designated to perform the activities; (v) a timeline; (vi) an agreement on the intellectual property rights, publication and use of the outputs, if different from the general principles expressed in paragraph 6 (*Intellectual Property*) below.

6. Intellectual Property

The Parties recognize the importance of intellectual property rights protecting the materials used for or resulting from the joint activities conducted under the framework established by this Memorandum. This Memorandum does not grant the right to use materials belonging to or created by either Party. The World Bank will retain intellectual property rights in all materials developed and produced by the World Bank, its staff or consultants and UNESCO will retain intellectual property rights in all materials developed and produced by UNESCO, its staff and consultants. The Parties will agree in writing on the ownership of any intellectual property rights that may arise in any work to be created by the collaborative activities to be undertaken pursuant to this Memorandum, at the time of agreeing on the Work Plan (as such term is defined in sub-paragraph 9(a) (*Limits to Memorandum*) below) for such activities.

7. Names, Marks and Logos

(a) The Parties acknowledge that the names and marks "International Bank for Reconstruction and Development," "IBRD," "International Development Association," "IDA," "World Bank," and all variations thereof including their associated logos (collectively, the "World Bank Name") and United Nations Educational, Scientific and Cultural Organization and all variations thereof including their associated logo(s) (collectively, the "logos") are the sole and exclusive properties of the World Bank and

UNESCO, respectively. Neither Party shall acquire any right, title or interest in the other Party's name under this Memorandum.

(b) The Parties acknowledge that any and all uses by one Party of the other Party's name shall inure solely to the benefit of the other Party. The Parties understand and agree that neither Party may use the other Party's name in any manner whatsoever that conveys or suggests, directly or indirectly, endorsement or support of the Party or products or services thereof by the other Party. All uses by one Party of the other Party's name in any manner (other than casual or generally accepted uses) shall be subject to the approval of the other Party, which approval will not be unreasonably withheld. Upon termination of this Memorandum, or at the request of either Party at any time, each Party shall immediately discontinue any and all use of the other Party's name and shall destroy stationery, brochures, proposed paid media and other similar materials bearing any form of the other Party's name that then are in the possession or control of each Party.

8. Disclosure and Publicity

The Parties will acknowledge and disclose to the public this Memorandum and information with respect to the collaborative activities contemplated herein. Such disclosure will be made in accordance with the Parties' respective disclosure policies. The Parties will obtain each other's prior written consent before publicly disclosing information that has provided as a result of this Memorandum and has explicitly indicated in writing and marked as confidential and should not be disclosed outside of the World Bank or UNESCO. The Parties agree to consult with each other concerning the manner and form of any acknowledgement of the other Party's support regarding the activities.

9. Limits to Agreement

(a) This Memorandum does not constitute an agreement or commitment by either Party to enter into, or provide support for, any specific activity or project. Specific arrangements for individual activities and projects will be set forth in written document or work plan (a "Work Plan") to be jointly formulated by the Parties.

(b) No relationship exclusive of a third party or parties shall be established between the Parties, whether under the Memorandum generally or with respect to any specific activities or projects undertaken pursuant thereto, unless explicitly agreed to by the Parties under a separate agreement. Neither Party is restricted in any way from engaging a third party or parties to pursue independently of the other Party the objectives described in this Memorandum except that such engagement with a third party or parties shall not conflict or otherwise unduly interfere with the implementation of this Memorandum or any activities or projects undertaken pursuant thereto.

(c) Nothing in this Memorandum shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Parties.

(d) Nothing in this Memorandum is intended to be, or should be construed as a waiver of the privileges and immunities of either Party or its officers and employees, which privileges and immunities are hereby specifically reserved.

10. Disputes, Controversies and Claims

In case of a dispute, controversy, or claim between the Parties arising out of or relating to this Memorandum or an agreement for any activity or project undertaken pursuant thereto, the Parties will attempt to reach an amicable resolution in good faith.

11. Timeframe , Modification and Termination

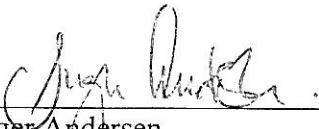
(a) This Memorandum will come into force and effect upon signature by both Parties on the date set forth below. It shall have an initial term of three (3) years. Unless modified or terminated as provided below, the term of this Memorandum shall be automatically extended at the end of the initial term for another term of three (3) years.

(b) This Memorandum may be modified or terminated at any time by mutual written agreement of the Parties. Further, the Memorandum may be terminated by either Party at its sole discretion with sixty (60) days prior notice in writing to the other Party.


In witness whereof the Parties have caused this Memorandum to be executed as of the day and date written below

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND
DEVELOPMENT AND
INTERNATIONAL
DEVELOPMENT ASSOCIATION**

**UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL
ORGANIZATION**



Inger Andersen
Vice-president
Sustainable Development Network



Irina Bokova
Director General

Date: JULY 1, 2011