

MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED NATIONS OFFICE FOR PROJECT SERVICES (UNOPS) AND
[FULL NAME OF COUNTERPART GOVERNMENT/ENTITY]

The United Nations Office for Project Services (hereinafter, “UNOPS”) and [FULL NAME OF GOVERNMENT/ENTITY] (hereinafter, “[SHORT NAME OF GOVERNMENT/ENTITY]”) (individually, the “Party”, collectively, the “Parties”);

WHEREAS, UNOPS is an operational arm of the United Nations established by United Nations General Assembly Decision 48/501 of 19 September 1994 as a central resource for the UN system in procurement, contracts management and other capacity development activities, as well as its value in providing efficient, cost-effective services to partners in its specialized areas;

WHEREAS, the UNOPS Strategic Plan 2018-2021, which is focused on implementation for impact, reinforces UNOPS’ commitment to enabling partners through efficient management support services, helping people through effective specialized technical expertise, and supporting countries in expanding the pool and effect of resources;

WHEREAS, [SHORT NAME OF GOVERNMENT/ENTITY] recognizes that UNOPS, in these mandated areas, possesses comparative advantage and expertise;

WHEREAS, the Parties acknowledge that their respective activities include areas of common interest where closer collaboration in the form of a partnership between the Parties would be mutually beneficial and would increase the effectiveness of each Party in fulfilling its mandate, role and function;

Have reached the following understanding:

Article 1

Purpose

The purpose of this MOU is to provide a framework for non-exclusive cooperation and collaboration between the Parties in areas of common interest.

Article 2

Areas of Co-operation

The Parties intend to co-operate in the following areas:

- (a) [AREA OF CO-OPERATION]
- (b) [AREA OF CO-OPERATION]

Article 3

Consultation and Exchange of Information

3.1 The Parties will meet periodically to review activities ongoing under this MOU and to plan future activities.

3.2 The Parties intend to consult on and keep each other regularly informed of any matters of common interest that may lead to mutual cooperation or collaboration. A Party may request the other Party to provide confidentiality undertakings prior to such consultation or exchange of information.

3.2 When either Party holds meetings relevant to one of the Areas of Co-operation identified in Article 2, it may invite the other Party to participate by sending observers, subject to the procedural rules applicable to such meetings.

Article 4

Implementation

4.1 Subject to applicable UNOPS regulations, rules and procedures, the Parties may conclude project agreements to implement specific activities under this MOU and to apportion the corresponding costs and expenses. The Parties agree that the terms of this MOU shall apply to any project agreements made hereunder, which shall incorporate by reference the terms of this MOU.

4.2 Subject to provisions addressing such costs in applicable project agreement(s), [SHORT NAME OF GOVERNMENT/ENTITY] shall bear the cost of all public relations activities.

4.3 Nothing in this MOU shall be read to construe either Party as an agent, representative or joint partner of the other, or to authorise either Party to contract on behalf of or otherwise commit the other Party. Each Party shall be responsible for the costs of participating in this MOU, unless provided for otherwise in this MOU or any agreement made hereunder.

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

Article 5

Amendment

This MOU may be amended at any time by the mutual written agreement of the Parties.

Article 6

Termination

This MOU may be terminated at any time by either Party giving two months' written notice to the other Party. The Parties will consult to determine how any outstanding matters should be dealt with, and should ensure that ongoing activities are brought to an orderly conclusion. Any project agreement made under this MOU should be terminated separately and in accordance with its provisions.

Article 7

Effective Date and Duration

This MOU will come into effect on [the date on which it becomes duly signed by both Parties]/[A SPECIFIED DATE] (the “Effective Date”), and will remain in effect for a period of [TWO YEARS], unless extended by mutual written agreement of the Parties or terminated in accordance with Article 6.

Article 8

Notices

Any notice or other communication under this MOU shall be deemed valid only when delivered by hand, certified mail, courier, telex, or cable to the other Party, at the address or number provided below:

For UNOPS: [Name, Address, Fax No.]	For [GOVERNMENT/ENTITY]: [Name, Address, Fax No.]
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Article 9

Miscellaneous

9.1 This MOU and any related project agreement comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or 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 this MOU.

9.2 Any disputes relating to this MOU shall be settled amicably.

9.3 Nothing in or relating to any provision in this MOU shall be deemed a waiver, express or implied, of the privileges and immunities enjoyed by the United Nations and/or UNOPS.

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The foregoing represents the understanding reached between the Parties on the matters referred to in this MOU.

Signed in duplicate at the date(s) and location(s) indicated below.

For UNOPS:

For [GOVERNMENT/ENTITY]:

Name

Name

Title

Title

Date / Location

Date / Location

