



United Nations Development Programme

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME AND THE UNITED NATIONS OFFICE FOR THE COORDINATION OF HUMANITARIAN AFFAIRS

This Memorandum of Understanding (“MOU”) is entered into by the United Nations Development Programme (“UNDP”), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States with its headquarters in New York, NY (USA), and the United Nations for the Coordination of humanitarian affairs (hereinafter “OCHA”), headquartered in New York, United States. UNDP and OCHA are hereinafter referred to individually as a “Party” and jointly as the “Parties”;

WHEREAS, UNDP serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote among other things sustainable development, eradication of poverty, advancement of women, good governance and the rule of law;

WHEREAS, UNDP represented by the Colombian UNDP Office is interested within this framework in enhancing its activities in early recovery, recovery, and nexus in emergency contexts and postcrisis settings, bringing together humanitarian and development actors.

WHEREAS, OCHA is the part of the United Nations Secretariat responsible for bringing together humanitarian actors to ensure a coherent response to emergencies.

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

WHEREAS, UNDP has a Standard Basic Assistance Agreement signed on the 29 of May of 1974, and both Agencies share a Memorandum of Understanding signed on 22 August 2003 with regards to UNDP Cost Recovery for Services at the Programme Country Level, whereby UNDP provides a wide range of administrative services related to programme implementation to OCHA.

NOW, THEREFORE, the Parties wish to express their intention to cooperate as follows:

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Article I
Purpose and Scope

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

This collaboration between the Parties is focused in areas of common interest related with preparedness, early recovery and humanitarian affairs in crisis and post-crisis settings, particularly in relation to the implementation of the project '**Enhancing Emergency preparedness and response in Colombia**' funded by the European Community Humanitarian Aid Office (ECHO) and the Spanish Agency for the International cooperation development (AECID).

Article II
Areas of Cooperation

The Parties have identified the following activities in which cooperation may be pursued, with each Party operating subject to its respective mandates, regulations, rules, policies and procedures:

- I) To strengthen national emergency preparedness and response efforts, particularly at territorial level in areas most affected by violence and disasters and with low capacities to respond.
- II) To actively participate in a common Governance structure composed by a steering technical committee and a Management Committee with participation of both UN Agencies and national key counterparts, especially the Victim's Unit (UARIV) and the National Disaster risk management Unit (UNGRD). The aim of this governance structure is to make technical monitoring of the Project ensuring high-quality standards and seek for synergies and complementarities at the work.
- III) In relation with the Project implementation, OCHA will lead the substantive, financial, and programme-related issues including financial and narrative reports, while UNDP will be responsible for providing the requested financial and administrative support ensuring the quality standards required internally and externally with the donors. Personnel engaged by UNDP will be seconded to OCHA. The coordinator of the project will have a double reporting line with both UN Agencies. The administrative and financial officer engaged in the framework of the project will have direct reporting to UNDP and a matrixed reporting line to OCHA. The rest of personnel will directly report to OCHA.

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Article III
Consultations and Exchange of Information

3.1 The Parties will, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this MOU will be without prejudice to arrangements, which may be required 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.

3.3 The Parties will, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Invitations will be subject to the procedures applicable to such meetings or conferences.

Article IV
Use of Name and Emblem and Publicity

4.1 Neither Party will use the name, emblem or trademarks of the other Party, or any of its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case.

4.2 The costs of public relations activities relating to the partnership will be the responsibility of OCHA and are included in the financing of the project.

4.3 OCHA acknowledges that it is familiar with UNDP's ideals and objectives and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNDP.

4.4 Nothing in this MOU grants to OCHA the right to create a hyperlink to the UNDP website. Such link may be created only with UNDP's written authorization.

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4.5 The Parties will recognize and acknowledge this partnership, as appropriate. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement.

Article V
Term, Termination, Renewal, Amendment

5.1 The proposed cooperation under this MOU is non-exclusive and will have an initial term of two years from the Effective Date, as defined in Article X (“Effectiveness”) [or commencing on 1st of April 2021 and ending on 1st of April 2023, unless terminated earlier by either Party upon two (2) months’ notice in writing to the other Party. The Parties may agree to extend this MOU in writing for subsequent periods of 2 years under the same terms and conditions.

5.2 Termination of this MOU will not affect any other agreements relating to the subject matter of this MOU, which will, unless terminated or expired, continue to regulate the relationship between the Parties in accordance with the terms thereof.

5.3 This MOU may be amended only by mutual written agreement of the Parties signed by their duly appointed representatives.

Article VI
Notices

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, overnight courier, telex, or cable 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: Jessica Faieta
Av. Calle 82, 10-62
4rth Floor
Bogotá
Colombia

For OCHA: Menada Wind Andersen
United Nations Plaza
New York, NY 10017
United States

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Article VII
Legal Provisions Relating to Implementation

7.1 Notwithstanding anything in this MOU to the contrary, (a) this MOU is an expression of intent and not constitute a legally binding document; (b) nothing herein shall be construed as creating a legally binding commitment, financial or otherwise; (c) nothing herein shall be construed as creating a joint venture and neither Party shall be an agent, representative or joint partner of the other Party; (d) all of UNDP's activities envisaged hereunder are subject to the availability of funding ; (e) any funds received by UNDP shall be used, and all UNDP activities further to this MOU will be carried out, in accordance with the project documents agreed between UNDP and the concerned programme government(s) where the activities will be implemented, and in accordance with the applicable UNDP regulations, rules, policies and procedures; and (f) each Party shall be responsible for its acts and omissions and those of its employees, contractor sand subcontractors in connection with this MOU and its implementation.

7.2 To the extent that the Parties wish to create legal or financial obligations with respect to or resulting from any activity contemplated in this MOU, a separate agreement related thereto will be concluded between the Parties prior to such activity being undertaken.

7.3. The Parties will consult each other, as appropriate and if circumstances so require, on issues relating to intellectual property and rights thereto, including the necessity of entering into separate agreement(s) to regulate such issues and rights.

7.4. OCHA represents that it is a legally formed entity and has all the necessary powers, authority, and legal capacity to enter into this MOU and perform its obligations hereunder.

7.5 In the event of inconsistency between any provision of this Article VII and a provision of another section of the MOU, this Article VII shall prevail.

Article VIII
Settlement of Disputes

Any disputes between UNDP and OCHA arising out of or relating to this MOU shall be settled amicably by the Parties through direct negotiations.

Article IX
Privileges and Immunities

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Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article X
Effectiveness

This MOU will become effective on the date in which it is duly signed by both Parties (“Effective Date”).

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

FOR UNDP:

Name: Alejandro Pacheco



Resident Representative UNDP a.i

Title

Date

FOR OCHA:

Name: Menada Wind Andersen



Executive Officer UNOCHA

Title

14 May 2021
Date

Certificate Of Completion

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Signature



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(None)



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