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| --- |
| **Note to UNFPA user: How to use this form**   1. This form may be used by UNFPA Country Offices, Regional and Sub-regional Offices, Liaison Offices, and Headquarters units, to enter into a basic or “umbrella” arrangement with NGOs or civil society organizations (in the form of a memorandum of understanding, “MOU”). 2. UNFPA does not require that NGOs conclude this type of basic or “umbrella” MOU. However, past practice has shown that, occasionally, NGOs desire that such an MOU be concluded. On other occasions, it has proven useful for UNFPA to conclude such MOUs, for instance for visibility purposes. 3. It is important to note that this basic MOU with an NGO does not replace the need for a specific Co-financing Agreement (in case a contribution is made to UNFPA), an IP Agreement (in case the NGO will act as a UNFPA implementing partner), a Grant Agreement (in case the NGO will receive a grant from UNFPA to strengthen the institution), or a Procurement Services Contract (in case the NGO requests that UNFPA provide third party procurement services to it). 4. In order to ensure a reasonable level of standardization of basic MOUs with NGOs, and in order to ensure that such MOUs include the necessary information, UNFPA offices should use this form if they decide to conclude a basic or “umbrella” arrangement. 5. The present form is prepared such that it is not legally binding (see *inter alia* clause 4.9 of the present form). However, even though the MOU may not be legally binding, it might nevertheless include terms that are politically sensitive. The UNFPA office concluding the MOU should apply judgment and consult with appropriate offices at the regional or Headquarters level. Advice may also be sought from UNFPA’s Policy & Strategy Division Programme Division, to be obtained via the Global Service Desk on the UNFPA intranet, Category: Partnerships>Strategic Partnerships>General Cooperation Agreements. 6. User instructions are included in square brackets throughout this form. These instructions should be deleted prior to signing. |

**Memorandum of Understanding**

between the

United Nations Population Fund

and

[Name of NGO]

# This Memorandum of Understanding (“MOU”) is entered into by the United Nations Population Fund (“UNFPA”), a subsidiary organ of the United Nations established by the General Assembly pursuant to resolution 3019 (XXVII) of 18 December 1972, and [Full Name of NGO] (hereinafter “[NGO Abbreviated Name]”), headquartered at [location]. UNFPA and [NGO Abbreviated Name] are hereinafter jointly referred to as the “Parties” and each separately as a “Party”.

# WHEREAS, UNFPA cooperates with and assists governments with respect to the formulation, adoption and implementation of their population policies and development strategies;

**WHEREAS**, [NGO Abbreviated Name] is an organization duly organized under the laws of \_\_\_\_\_\_ and \_\_\_\_\_\_\_ [describe mandated activities];

**WHEREAS**, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

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

## **Article I**

Purpose

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

*[This section should describe the purpose, objective and expected outcomes of the MOU****.*** *It should answer the questions: What are the overall purposes of the MOU and the objectives of the collaboration?]*

## **Article II**

## **Areas of Cooperation**

The Parties will cooperate in the following areas of activity:

1. [description of coordinated activities, such as share analysis and information for identifying complementary programs to cure HIV/AIDS];
2. [description of coordinated activities, such as harmonizing policy approaches in the areas of …]; and
3. [Description of further coordinated activities].

*[Activities:* *this Article should list any specific activities outlined within the overall scope of the MOU that will serve to accomplish the objectives stated under Article I]*

Article III

Consultation and Exchange of Information

* 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.
  2. Consultation and exchange of information and documents under this Article shall 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. The Parties may, 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. Nothing in this sub-paragraph 3.4 shall be deemed to prejudice the established rules and procedures applying to such meetings and conferences. Invitations, if any, shall be subject to such rules and procedures.

Article IV

Implementation of the MOU

* 1. It is understood that each Party’s activities under this this MOU shall be subject to that Party’s regulations, rules, policies and procedures. This MOU does not constitute a commitment by either Party that funds or financing will be made available. Any cooperation between the Parties under this MOU shall be on a non-exclusive basis.

*[The following paragraphs 4.2 to 4.5 are optional. If they are not desired, you may delete these paragraphs.]*

Co-financing:

* 1. The Parties may conclude co-financing agreements, as appropriate. Co-financing means a UNFPA resource mobilization mechanism through which contributions are received by UNFPA in support of specified purposes consistent with the policies, aims and activities of UNFPA (UNFPA Financial Regulation 2.2 T ii).

Activities as an Implementing Partner:

* 1. Where [NGO Abbreviated Name] will act as UNFPA’s implementing partner, the Parties will conclude an appropriate implementing partner agreement (“IP Agreement”) in a UNFPA form and format. IP Agreements govern the terms under which UNFPA’s implementing partners implement work plans under UNFPA-assisted development programmes. The term implementing partner means the entity to which the UNFPA Executive Director has entrusted the implementation of UNFPA programme activities, along with the assumption of full responsibility and accountability for the effective use of UNFPA resources and the delivery of outputs as set forth in the programme documentation (UNFPA Financial Regulation 2.1 k).

Procurement Services:

* 1. The [NGO Abbreviated Name] may request that UNFPA provide it with third party procurement services, subject to UNFPA’s regulations and service conditions. Third party procurement means procurement conducted by UNFPA, with no direct UNFPA programme component, at the request and on behalf of third parties (including non-governmental organizations; UNFPA Financial Regulation 2.2 T i). The Parties further recall that pursuant to UNFPA Financial Regulation 15.3, third party procurement will: “a) be for purposes related to the UNFPA mandate and will be consistent with the aims and policies of UNFPA; b) in each case, be specified in a procurement services contract; c) be undertaken on the basis of full payment in advance of the total cost of the procurement. Exceptionally, other payment terms may be approved by the CPO; and d) include a separately identified handling fee which may be fully or partially waived in exceptional circumstances, as approved by the Executive Director.”
  2. The Parties take note of the service facilities established by UNFPA in accordance with the aforementioned UNFPA financial regulations for the procurement by UNFPA, on behalf and at the request of third parties, including non-government organizations, of reproductive health, population and related supplies and services. Where the [NGO Abbreviated Name] wishes to avail of UNFPA’s third party procurement services, the [NGO Abbreviated Name] will conclude specific procurement services contracts with UNFPA using UNFPA’s electronic, internet based ordering system, which is available at <https://www.unfpa.org/supplychain> or at such other URL as from time to time decided by UNFPA.

Agreements for the Implementation of the present MOU:

* 1. The Parties may decide to conclude agreements for the implementation of this MOU, as appropriate.

Other Matters:

* 1. Neither Party shall be an agent or representative of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU or any agreement between the Parties.
  2. Each Party shall be responsible for its own acts and omissions in connection with this MOU and its implementation.
  3. The present MOU is not intended by the Parties to be legally binding. Rather, it is a statement of the Parties’ intention to collaborate as described herein.
  4. The Parties will recognize and acknowledge their cooperation, as appropriate. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement.

Article V

Use of Name, Emblem, Logo

* 1. Neither Party shall use the name, logo, emblem or trademarks of the other party, or any its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case. In no event will authorization to use the UNFPA name, logo or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNFPA of the services of the other Party.
  2. [Abbreviated Name of NGO] acknowledges that it is familiar with UNFPA’s mandate and objectives and recognizes that its name, logo 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 the United Nations, including UNFPA.
  3. Nothing in this MOU grants to [Abbreviated Name of NGO] the right to create a hyperlink to UNFPA’s website. Such link may be created only with UNFPA’s prior written authorization.

Article VI

Term, Termination, Amendment

* 1. This MOU shall remain in force unless terminated by either Party. Either Party may terminate this MOU by giving three (3) months’ written notice to the other Party.
  2. This MOU may be amended only by mutual written agreement of the Parties.

Article VII

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, courier, telex, or cable to the Party to which it is required to be given or made.

Article VIII

Representations

[Abbreviated Name of NGO] represents that it is an organization in good standing duly organized under the laws of \_\_\_\_\_\_\_\_\_.

Article IX

Privileges and Immunities

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 UNFPA.

Article X

Entry into Force

This MOU shall enter into force on the date it is signed by both Parties.

Article XI

Resolution of Disagreements

The Parties will seek to resolve any disagreements arising under the present MOU by way of consultation.

Article XII

Final provisions

*[Enter any final provisions or delete this article]*

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

|  |  |
| --- | --- |
| **For the United Nations Population Fund:** | **For [Full Name of NGO]** |
| Name: | Name: |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |