



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME
AND
THE UNITED NATIONS CONFERENCE ON TRADE AND DEVELOPMENT**

This Memorandum of Understanding ("MOU") is entered into by the United Nations Development Programme ("UNDP"), and the United Nations Conference on Trade and Development (hereinafter "UNCTAD"), subsidiary organs of the United Nations, an intergovernmental organization established by its Member States. UNDP and UNCTAD are hereinafter jointly referred to as the "Parties".

WHEREAS the Parties have a long and fruitful history of collaboration and share similar development objectives to provide assistance to programme countries to meet the Millennium Development Goals (MDGs) and cooperate in areas of mutual concern to enhance the effectiveness of their development efforts in collaboration with UN and other partners committed to fulfill the mandates of General Assembly (GA) resolution 62/208;

WHEREAS UNDP's Strategic Plan, 2008-2011, based on GA resolution 62/208, promotes an effective, efficient and coherent UN, focusing its programmatic contributions towards poverty reduction and the achievement of the MDGs/IADGs, through democratic governance, crisis prevention and recovery, and environment and sustainable development. UNDP embraces national ownership, capacity development, effective aid management, gender equality and empowerment of women, and south-south cooperation;

WHEREAS the context of accelerating globalization and significant changes in both dramatic increases in trade and investment flows as well as important modifications in the geography of these flows over the last three decades, has required UNDP to respond to these changes in a substantive manner;

WHEREAS the UNDP Strategic Plan calls for close collaboration with UNCTAD to promote an inclusive globalization process supportive of MDG achievement and the Accra Declaration adopted by UNCTAD Member States on 25 April 2008, confirming that UNCTAD is the focal point of the United Nations for the integrated treatment of trade and development;

WHEREAS the Parties wish to embrace a strategic partnership covering global, regional and country levels so as to enhance the contribution of each Organization toward



national development priorities to strengthen the coherence of the UN system by promoting synergies to increase the quality and effectiveness of programme delivery through complementary and joint programming efforts;

WHEREAS UNDP has the capacity to provide a host of administrative, financial and logistical support services at the country level for partner UN agencies;

WHEREAS the management of the Resident Coordinator system is firmly anchored in UNDP, providing enhanced UN coordination at country level under the guidance of the United Nations Development Group (UNDG) as the integrated third pillar of the Chief Executives Board (CEB), supporting governments to access expertise available within the UN system, including non-resident agencies, which supports national development priorities, the United Nations Development Assistance Framework (UNDAF) and other related joint programming initiatives;

WHEREAS UNCTAD, since 1968, is an Executing Agency of UNDP under the Standard Basic Executing Agency Agreement (SBEEA) between UNDP and UNCTAD, as agreed in an exchange of letters between the Parties;

WHEREAS UNDP and UNCTAD signed a Memorandum of Understanding (MOU) on 17 April 1998 which has been implemented in accordance with its own terms. This successor MOU seeks to further the achievements attained builds on lessons learned to enhance effectiveness, collaboration, coordination, and the avoidance of duplication of operational activities. This MOU is also a contribution of UNDP and UNCTAD towards the common goals set forth under the CEB inter-agency cluster on trade and productive capacity and system-wide coherence.

NOW, THEREFORE, the Parties agree to cooperate as follows:

Article I Purpose

1.1 The purpose of this MOU is to provide a framework of cooperation between the Parties, on a non-exclusive basis, to lay out the substantive areas and modalities of collaboration to ensure host government access to UN expertise in areas of common interest based on national priorities and development plans resulting in the country-level UNDAF outcomes and supporting joint programming efforts.



Article II Areas of Cooperation

2.1 The Parties agree to cooperate in areas of common interest, further to and within each Organization's respective mandate towards national, regional or global priorities and supporting UN programming with national governments such as:

- i) Trade capacity development which might include: trade and productive capacities, aid for trade, investment, trade negotiations, enhanced market access, especially regarding small and medium enterprises, and national statistics capacity development in these areas, and;
- ii) Debt, financial, and monetary policies related to debt sustainability and management towards the achievement of the MDGs.

2.2 Specific collaboration between the Parties further to this MOU will be subject to a specific agreements including, as appropriate, cost-sharing agreements and relevant project documents and annual work plans which shall set out in detail the roles and functions of each of the Parties linking project outputs directly to specific UNDAF outcomes in accordance with UNDG CCA/UNDAF guidelines.

Article III Programme Implementation

3.1 The Parties shall explore, together with United Nations Country Teams (UNCTs), potential joint programme opportunities based on UNDAF outcomes. UNCTAD results, in line with UNDAF outcomes and along with the other UN agencies operating in country, will be reported on a yearly basis as part of the UN Annual Report.

3.2 The Parties shall collaborate fully with each other, and partners concerned in the implementation of activities with a view to realizing the expected results described within the context of the UNDAF and specific related project/programme documents including, where appropriate, joint programmes.

3.3 At the regional level, UNCTAD will strive to provide its input to the work of the Regional Directors' Team (RDT). UNCTAD may request UNDP Regional Directors to bring UNCTAD concerns and views to the respective RDT agenda on their behalf.

3.4 At HQ level, to support common programmatic initiatives, the Parties will explore opportunities and exchange information related to developing and strengthening their cooperation, identifying innovative sources of funding to support areas for joint programmes.



3.5 Substantive areas of cooperation will be elaborated by MOU focal points designated by the respective Parties (UNDP Bureau for Development Policy (BDP) and UNCTAD Technical Cooperation Service). The focal points will provide the strategic direction of cooperation, monitor the implementation of the MOU and provide regular feedback to their respective institutions. Accordingly, the Parties may suggest, through their focal points, the launch of special initiatives or joint actions, in collaboration with respective UNCTs or RDTs and in accordance with their respective regulations, rules, policies and procedures.

3.6 UNCTAD's legal status, privileges and immunities, and operational activities shall be subject to its agreement with the concerned government(s).

3.7 In order to implement any programmatic activities further to this MOU, the Parties shall conclude a joint project document, in line with the UNDG Guidance Note on Joint Programming, which shall specify the costs or expenses related to the activity and how they are to be borne by the Parties. In cases where a joint project document is signed, it shall also include a provision incorporating by reference any funding agreement, which is applicable to the joint project document. In the event of contributions, UNDP and UNCTAD shall enter into contribution agreements in accordance with the respective agency regulations, rules, policies and procedures.

3.8 It is understood that all programmatic activities that may be undertaken further to this MOU, will be carried out on the basis of project documents/annual work plans agreed between UNDP and UNCTAD and the concerned governments and partners and in accordance with the respective agency regulations, rules, policies and procedures.

3.9 Neither Party shall be an agent or representative of the other. 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.

Article IV

Provision of Administrative Services and Reimbursable Support Service Arrangements

4.1 Recovery of costs incurred by UNDP for administrative and support services provided to UNCTAD at the country level shall be in compliance with the applicable UNDP Executive Board decisions relating to cost recovery.

4.2 Four different cost reimbursement arrangements and fee systems will regulate the recovery of costs incurred by UNDP COs and central units in connection with service provision to UNCTAD. Such arrangements are as follows:



- a. For locally-provided services that due to their nature are provided in standard or uniform fashion across the network of UNDP COs, the Universal Price List (UPL) shall regulate the recovery of the UNDP CO's costs. The UPL is updated on a yearly basis and is subject to methodological reviews to ensure its effectiveness. The outcome of such reviews might entail price differentials which shall be communicated to UNCTAD promptly once clarified.
- b. The cost recovery fee for locally-provided services that due to their nature cannot be standardized across different UNDP COs, or services that vary in scope each time they are provided and that are not included in the UPL (e.g. IT support services, airport pickup, pouch administration, programmatic services), will be specified locally using either prevailing local market prices and best faith workload estimates and/or cost of input. To the extent possible, these services should be managed through the Common Service Account (CSA), based on local arrangements, similar to arrangements for premises, utilities, security, etc. All ad-hoc/other services, that are neither part of the UPL nor part of the CSA, will be specified locally in the country level MOU and agreed between the UNDP Resident Representative (RR) and UNCTAD, as applicable, prior to the provision of services.
- c. For services that are provided by units other than UNDP COs, the cost recovery arrangements will be in line with existing mechanisms in use by UNDP. These include the established fees in use to recover the Global Payroll Support costs provided by UNDP Global Payroll Support unit as well as the appropriate portion of the indirect costs provided by the Office of Finance and Administration, Legal Support Office, Office of Information Systems and Technology, and Office of Human Resources providing oversight, monitoring, reporting and policy advice where applicable.
- d. For other ad-hoc services provided by UNDP at UNCTAD's request and detailed in a separate Service Level Agreement (SLA) to be concluded for each service line, the general principle of full cost reimbursement will apply.

4.3 The responsible UNCTAD officials will have the opportunity to discuss with the UNDP RR the quality of services and efficiency of the UNDP CO in providing services to UNCTAD. Any issues arising in connection with the quality and provision of services shall, if possible, be resolved at a local level. Should no solution be found, a joint report expressing the views of both organizations shall be submitted to the respective Headquarters for further discussion and resolution.



Article V
Collection and Utilization of Statistical Information

5.1 Subject to 6.1 below, the Parties recognize the value and necessity of sharing statistical and scientific information and of avoiding duplication in their collection, analysis, publication and distribution which will provide a solid knowledge base that can be made available to RCs and UNCTs.

5.2 To this end, the Parties will co-ordinate their efforts with the UNCT and national authorities to ensure the best utilization of data available or to be collected, in an effort to reduce the burden on the governments and other organizations.

Article VI
Consultation and Exchange of Information

6.1 Consultation and exchange of information and document under/further to this MOU shall be in accordance with the respective Parties' regulations, rules, policies and procedures or such arrangements agreed between the Parties 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

6.2 The Parties shall, 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 collaboration.

6.3 The Parties shall collaborate fully with each other, and with national authorities and partners concerned in the execution of activities further to this MOU with a view to the realization of the results described in project documents/annual work plans or other relevant documentation. The Parties shall consult with each other on a regular basis on matters which might affect the successful completion of any activities. The Parties shall review the progress of activities being carried out and plan future activities as deemed appropriate considering national priorities and UNDAF outcomes, and based on consultation by the RR with the UNCT.

Article VII
Visibility

7.1 The Parties agree to acknowledge the role and contribution of each Organization in all public information documentation using each Organization's name and emblem in documentation related to the cooperation by written agreement and in accordance with the current policies of each Organization and with UNDG policies.



Article VIII Term, Termination, Amendment

8.1 This MOU shall enter into effect upon its signature by both Parties and shall remain valid until terminated. Either Party may terminate this MOU by giving not less than sixty days notice in writing to the other Party. Such termination shall become effective on the date specified in the termination notice.

8.2 In the event of termination of the MOU, any project documents or contribution agreements concluded pursuant to this MOU may also be terminated in accordance with the termination provisions. In such cases, the Parties shall take the necessary steps to ensure that the activities further to this MOU or under any joint programme document are brought to a prompt and orderly conclusion in accordance with respective regulations, rules, policies and procedures of the Parties, as applicable.

8.3 This MOU may be amended only by mutual written agreement of the Parties.

8.4 This MOU shall be reviewed on an annual basis. The Parties may, by exchange of letters, amend any of the provisions of this MOU or enter into supplementary arrangements designed to extend or reduce the scope of the present MOU.

Article IX Notices and Addresses

9.1 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, or overnight courier, 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: Assistant Secretary-General and Director
 Bureau for Development Policy,
 United Nations Development Programme
 304 East 45th Street
 New York, New York 10017, USA

For UNCTAD: Chief, Technical Cooperation Service
 United Nations Conference on Trade and Development
 Palais des Nations
 CH 1211 GENEVA 10-Switzerland



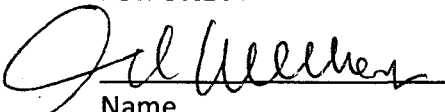
**Article X
Miscellaneous**

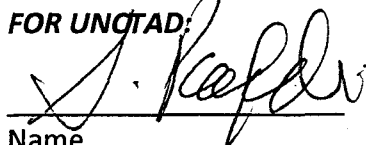
10.1 This MOU and any related agreements or project document, or contribution agreements, comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Any dispute over the interpretation or application of any provision herein contained shall be settled through negotiations or by such other means as the Parties shall mutually agree. With respect to services provided by UNDP under Article IV, any liability arising out of UNDP's performance of functions set forth in this MOU shall be the responsibility of UNCTAD which shall hold harmless and indemnify UNDP against all claims arising there from except for UNDP's acts arising from gross negligence or willful misconduct. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of 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 the MOU.

**Article XI
Entry into Force**

11.1 This MOU may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document, and shall enter into force and effect on the date it is duly signed by both parties.

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

FOR UNDP:

 Name
Adnan Mansour a.i.
 Title
11/03/09
 Date

FOR UNCTAD:

 Name
Secretary-General
 Title
31/03/09
 Date