

MEMORANDUM OF UNDERSTANDING

between

UNITED NATIONS DEVELOPMENT PROGRAMME

and

ASIAN DEVELOPMENT BANK

12 April 2019

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1. Purpose

1.1 The United Nations Development Programme (UNDP) and the Asian Development Bank (ADB) (each a "Party" and together the "Parties") have a mutual interest in continued and deepened collaboration supporting the progress towards the Sustainable Development Goals (SDGs) in Asia and the Pacific.

- (i) The ADB is committed to achieving a prosperous, inclusive, resilient, and sustainable Asia and the Pacific, while sustaining its efforts to eradicate extreme poverty. Its new strategy 2030 places a strong focus on making progress towards the SDGs in the region.
- (ii) 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 the SDGs. It focuses, amongst other things, on environmental sustainability and resilience, eradication of poverty, advancement of women, good governance and the rule of law in developing countries in the Asia and Pacific region as well as in other regions.¹

1.2 This Memorandum of Understanding (MOU) will advance both organizations efforts to support progress towards the SDGs in Asia and the Pacific.

2. Guiding Principles

2.1 Any collaborative activity under this MOU shall be subject to the availability of sufficient financial and human resources for that purpose, as well as each Party's program of work, priority activities, internal rules, regulations, policies, and administrative procedures and practices. In addition, any specific activities identified as opportunities for collaboration between the Parties will be subject to the arrangements set out in an appendix to be attached to this MOU.

2.2 Collaboration between ADB and UNDP will be guided by the following principles:

- (i) ADB-UNDP cooperation should focus on their shared strategic and operational priorities and use their comparative strengths and advantages, at both the regional and country levels.
- (ii) Country and regional ownership of sound development policies and programs is necessary to ensure sustainable development.
- (iii) Long term and integrated approaches to sustainable development are needed.

¹ Within UNDP, the relevant regional bureaus are Asia Pacific Regional Bureau and the Europe and Commonwealth of Independent States Regional Bureau.

- (iv) Full stakeholder participation should be encouraged, consistent with available resources.
- (v) Development policies and programs should be results oriented and built on transparent relationships between development assistance providers and beneficiary countries.

3. Areas for Collaboration

3.1 Priority areas for collaboration will take into account the needs and priorities of partner countries in the region and focus on supporting progress towards the SDGs. Collaboration will include joint knowledge creation, exchange and dialogue, direct technical assistance, and project development and implementation as appropriate on topics including:

- (i) Implementation of the SDGs, including at the country level in the region;
- (ii) Innovative financing for the SDGs particularly with the private sector;
- (iii) Disaster risk reduction, strengthened resilience, and accelerated action on climate change in the region;
- (iv) Access to clean and affordable energy for all;
- (v) Strengthened governance and civil society engagement in sustainable development, including to deliver on the ambition of leaving no one behind and address inequality;
- (vi) Sustainable urbanization and livable cities;
- (vii) Addressing remaining poverty and reducing inequality through initiatives on human development including job creation, skills training, education, health and social protection;
- (viii) Rural development and food security;
- (ix) Promoting regional cooperation and integration;
- (x) Harnessing information and communication technology, particularly emerging technologies, to support sustainable development;
- (xi) Gender equality and the empowerment of women; and
- (xii) Addressing situations of fragility and conflict.

3.2 The arrangements for each of these areas of collaboration, will be made on an individual basis and will be for the mutual benefit of both Parties.

3.3 ADB and UNDP recognize that the potential for cooperation will vary significantly in different countries depending on the nature of the development challenges, the needs of the country and the scope of the respective country programs of ADB and UNDP in each case. They agree to review areas of ongoing cooperation at country level, and opportunities for proactive ADB-UNDP cooperation as part of the monitoring and review of this MOU envisaged in section 5 of this MOU.

4. Forms of Cooperation

4.1 ADB and UNDP will focus on their shared strategic and operational priorities and will use their comparative strengths and advantages. Collaboration may involve the following activities:

- (i) Development of projects, programs and joint initiatives with relevance to the SDGs, where respective institutional capacities are complementary, and country or regional counterparts are supportive;
- (ii) Potential co-financing, parallel financing, and other arrangements for funding regional, sub-regional and country programs and development efforts and projects in support of the SDGs;

- (iii) Knowledge production, policy analysis, advocacy, dialogue, and policy evaluations; and regular exchange of and access to data, publications, and reports prepared by either party;
 - (iv) Convening, including seminars, and conferences, and providing resource people to support each other's seminars, programs and other activities;
 - (v) Regular sharing of information regarding each organization's respective priorities, for work at country level – as a means of strengthening collaboration and cooperation in support of country priorities.
- 4.2 ADB and UNDP recognize that appropriate representation is important to emphasize their common interests, purpose and intentions, as well as to facilitate all aspects of effective cooperation. To encourage this, the two organizations agree to extend reciprocal invitations, where feasible and relevant to the identified areas of cooperation, to attend meetings, conferences, seminars and workshops.
- 4.3 In addition, ADB and UNDP agree that their headquarters' departments/ bureaus, regional hubs, and ADB Field Offices / UNDP Country Offices in developing countries should make arrangements, as appropriate, to extend invitations to each other to participate in meetings, conferences, seminars and workshops convened by them at the country-level within their country areas of responsibility.
- 4.4 In each case, arrangements regarding responsibility for costs including, travel and other related expenses will be made on a case-by-case basis and under separate agreement.

5. Monitoring, Review and Consultation Mechanisms

- 5.1 The Parties recognize that effective collaboration depends on an open and regular exchange of information and that periodic consultations are critical to the planning, implementation and outcomes of their cooperation activities. They agree to hold formal consultations at least at the midpoint (beginning of the third year of this MOU), to monitor, evaluate and make adjustments, as necessary, to their activities. The focal points will aim to exchange information on a regular and ongoing basis, and formal or technical consultations may be planned more frequently if needed. These consultations will engage each institutions' country office representatives as appropriate.
- 5.2 Consultations will review the status and progress of activities, projects or programs being carried out pursuant to this MOU, and exchange views on the progress made in implementation, achievement of the objectives, and formulation of ways of enhancing the collaboration further including through potential additional activities.
- 5.3 Based on inputs from ADB country directors/ UNDP resident representatives (and from other supporting headquarters and/ or regional office units where relevant) the headquarters' focal points designated in section 6 will coordinate the preparation of the following in advance of formal consultations:
- (i) a consolidated list of all current operational cooperation at the institutional, regional and country-specific levels and a report on the implementation status of such cooperation;
 - (ii) a consolidated list of all planned cooperation at the institutional, regional and country-specific levels for the next budget year, with a brief description thereof;
 - (iii) other longer-term opportunities for collaboration.

6. Focal Points and Channel of Communications

6.1 To facilitate the implementation of overall working arrangements between the Parties, the focal points for all purposes associated with this MOU and the channel of communications will be:

6.2 For UNDP:

Deputy Regional Director for Asia & the Pacific and Director Bangkok Regional Hub
3rd floor, UN Service Building
Rajdamnern Nok Avenue, Phranakorn, Bangkok, 10200, Thailand

6.3 For ADB:

Director General, Strategy, Policy and Review Department
6 ADB Avenue, Mandaluyong City 1550
Metro Manila, Philippines

6.4 Either Party may, by notice in writing to the other Party, designate additional focal points or substitute other focal points for those designated. Each Party will designate a contact person in its organization for the purposes of managing each activity carried out under the areas for collaboration set out in section 3.

6.5 In addition ADB and UNDP agree that ADB Field Offices/UNDP Country Offices in developing countries should make appropriate arrangements to facilitate the exchange of information at the country level.

6.6 The focal points at the headquarters level will be responsible for:

- (i) Establishing effective communication and liaison between the headquarters of the two organizations;
- (ii) Facilitating the implementation of all institutional and regional aspects of this MOU, and the opportunities identified for such cooperation,
- (iii) Approving associated documentation related to the MOU such as the administrative arrangements to be attached as an appendix to this MOU, once reviewed by relevant departments at each institution and agreed through an exchange of letters;
- (iv) Publicizing this MOU and the cooperation undertaken under it within their respective organizations;
- (v) Facilitating the attendance of representatives of the other organization at the meetings, workshops and seminars held at headquarters and other locations where the subject matter of these events are of mutual interest;
- (vi) Convening periodic senior consultations at the headquarters level as required, and at least at the mid-point of this MOU, to review implementation of this MOU and other matters of mutual interest; and
- (vii) Monitoring implementation of the MOU and reviewing instances of cooperation undertaken by the two organizations in accordance with this MOU.

7. Nature of this Memorandum of Understanding and Other Matters

7.1 This MOU is not intended to create any legal relationship or legal obligations between the Parties or to impose formal obligations on them. Specifically, this MOU does not represent any commitment on the part of either Party with respect to financing or the provision of any other resources nor does it represent any commitment on the part of either Party to give

preferential treatment to the other in any matter contemplated under this MoU or otherwise. Any commitment of financial or other resources is subject to each Party's respective regulations, rules, policies, procedures, and practices and if approved, will be subject to the arrangements set out in the appendix to be attached to this MOU and reflected in the appropriate separate agreement that may be entered into by the Parties.

- 7.2 Nothing contained in this MOU, or any action taken by the Parties pursuant to it, will create or be construed to imply any agency, partnership, joint venture or fiduciary relationship between the Parties. Each Party shall be solely responsible for its own acts and omissions in connection with this MOU and for the manner in which it carries out its part of the collaborative activities under this MOU.
- 7.3 Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior express written approval of the other Party. Subject to the foregoing, each Party agrees, subject to its rules, regulations and policies, to acknowledge the role and contribution of the other Party, as appropriate, in relevant public information documentation relating to instances of cooperation under this MOU.
- 7.4 ADB and UNDP acknowledge that the activities under this MOU may result in a product subject to intellectual property rights. In this regard:
(i) The parties agree to negotiate and agree upon appropriate intellectual property provision in each case, and to set out the intellectual property provisions in a separate written agreement; and
(ii) Each Party shall retain ownership of the intellectual property rights in any of its respective existing materials or work products that is shared with the other Party in connection with activities under this MOU.
- 7.5 ADB and UNDP recognize the importance of disclosure of information to the public. Both organizations have adopted access to information and disclosure policies based on the presumption of public disclosure of information and documentation received by or generated by them, subject to specific exceptions, including, in both cases, a specific exception for information provided in confidence.
- 7.6 The terms of this MOU, may be made public. The disclosure of any information provided by one Party to the other Party as a result of consultation and exchange of information and documents under this MOU shall be subject to each Party's access to information and disclosure policies, which in the case of ADB shall be ADB's Access to Information Policy (2018) and in the case of UNDP shall be UNDP's Information Disclosure Policy, both as amended from time to time, including any exceptions to disclosure such as arrangements which may be required to safeguard the confidential and/or restricted character of such 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.

8. Term and Resolution of Disputes

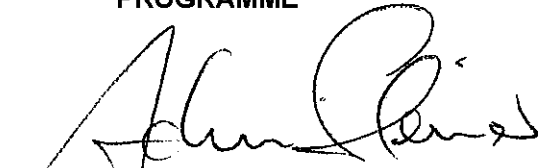
- 8.1 This MOU may be amended by written agreement of the Parties.
- 8.2 This MOU may be signed in counterparts, each of which will be deemed an original and both of which duly executed will constitute one entire document and will enter into force on the date it is signed by both Parties (the "Effective Date"). This MOU will have an initial term of five (5) years from the Effective Date, unless terminated earlier by either Party with six (6) months prior written notice to the other Party. The Parties may agree to extend this MOU

upon agreement in writing for subsequent terms. No termination of the MOU will affect any legal or contractual obligations already created or entered by either Party in connection with activities arising pursuant to this MOU.

- 8.3 Nothing in this MOU will operate, or be construed, as a waiver, express or implied, renunciation or any other modification of any privilege or immunity of ADB under the Agreement Establishing the Asian Development Bank and of United Nations, including UNDP, under the "1946 Convention on the Privileges and Immunities of the United Nations", other instruments, conventional law or otherwise.
- 8.4 During the course of this MOU, the respective focal points will be promptly notified of any issue that may adversely impact on the ability of the Parties to collaborate effectively under this MOU. The focal points will take appropriate action to resolve any such issue, or any dispute between the Parties relating to the interpretation or implementation of this MOU, promptly and amicably through consultation and negotiation between the parties and this shall be the sole manner of settlement of disputes on the issue.

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of the Parties, have executed this Memorandum of Understanding signed this day of 12 April 2019.

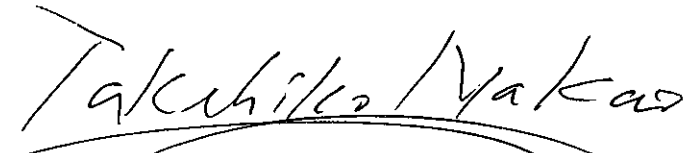
**UNITED NATIONS DEVELOPMENT
PROGRAMME**



Achim Steiner, Administrator

Date:

ASIAN DEVELOPMENT BANK



Takehiko Nakao, President

Date:

