

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME  
AND  
GLOBAL WATER PARTNERSHIP ORGANIZATION**

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 Global Water Partnership Organization (hereinafter "GWPO"), an intergovernmental organization headquartered in Stockholm, Sweden and established in 2002 under public international law by a Memorandum of Establishment signed by eight countries, the World Bank, and the World Meteorological Organization. UNDP and GWPO are hereinafter jointly referred to 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 sustainable development, eradication of poverty, advancement of women, good governance and the rule of law.

**WHEREAS**, UNDP represented by the UNDP-GEF Unit in the Bureau for Development Policy is interested in enhancing its development activities in climate change adaptation, especially as it relates to providing support to countries to advance National Adaptation Plans including the economics of adaptation.

**WHEREAS**, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development effort. The Parties wish to strengthen the National Adaptation Plan Global Support Programme (NAP-GSP) Partnership and facilitate leveraging support from partners in support of country adaptation priorities.

**NOW, THEREFORE**, the Parties agree 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, on a non-exclusive basis, in areas of common interest.

The overall objective is to ensure that UNDP and GWP client countries are able to maximize on and leverage the support available through the NAP-GSP as well as of its partners, including technical, financial and human resources, to advance national adaptation processes in countries. Specific objective are to ensure that:

- A stronger NAP-GSP Partnership is in place and it leverages support to address country priorities; and
- Country support on NAPs is provided in a dynamic and coherent manner through coordinated and well aligned programming with NAP-GSP Partners at all levels.

## **Article II Areas of Cooperation**

The Parties agree to cooperate in the following areas of activity:

- Enhance coordination, programming and alignment of country support by NAP-GSP partners;
- Ensure broader participation and engagement of NAP-GSP partners in supporting the NAP processes, by actively engaging them in the planning and implementation of activities in countries;
- Identify and seek opportunities for leveraging NAP-GSP partners' resources and encourage their engagement in NAP-related work at all levels;
- Establish and support the organization of the Annual NAP-GSP Partnership Forum, as a leading global exchange event and platform for NAP-GSP partners to show case their work and latest advances in NAP related work;
- Collaborate in the implementation of adaptation projects aimed at integrating climate change adaptation into development planning such as GWP's Global Water, Climate and Development Programme (WACDEP), UNDP-GEF Economics of Climate Change Adaptation (ECCA) initiative, advancing disaster risk reduction and early warning systems;
- Jointly collaborate on fundraising with NAP-GSP partners to advance access to climate finance as well as ensuring climate finance readiness of countries; and
- Jointly strengthen the WACDEP Coordination Unit hosted by GWP Southern Africa in Pretoria, South Africa, to facilitate efficient follow up and coordination of activities related to NAP-GSP Partnership and other joint adaptation activities.



**Article III**  
**Consultation and Exchange of Information**

3.1 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 mutual collaboration.

3.2 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.

3.3 The Parties shall, 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 shall be subject to the procedures applicable to such meetings or conferences.

**Article IV**  
**Implementation of the MOU**

4.1 In order to implement the specific activities envisioned hereunder, the Parties shall conclude cost-sharing agreements in accordance with the applicable UNDP regulations, rules and procedures, which shall specify the costs or expenses relating to the activity and how they are to be borne by the Parties. The cost-sharing agreements shall also include a provision incorporating by reference the MOU, which is applicable to the cost-sharing agreements and the projects/programmes financed there from.

4.2 It is understood that all activities will be carried out on the basis of project documents agreed between UNDP and GWPO, and in accordance with the applicable UNDP regulations, rules and directives.

4.3 Neither Party shall be an agent, representative or joint partner 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 and under cost-sharing agreements concluded hereunder.

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

#### **Article V Use of Name and Emblem**

5.1 Neither Party shall use the name, 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 UNDP name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of Partner services.

5.2 GWPO 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.

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

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

#### **Article VI Term, Termination, Amendment**

6.1 The proposed cooperation under this MOU is non-exclusive and shall have an initial term of two years from the Effective Date, commencing on 2 April, 2014 and ending on 30 March, 2016 unless terminated earlier by either party upon two months notice in writing to the other party. The Parties may agree to extend this MOU in writing for subsequent periods of 3 years.

6.2 In the event of termination of the MOU, any cost-sharing or project cooperation agreements, and any project documents concluded pursuant to this MOU, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU, the cost-sharing agreements, and project documents are brought to a prompt and orderly conclusion.

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

**Article VII**  
**Notices and Addresses**

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:

UNDP/GEF  
Bureau of Development Policy  
United Nations Development Programme  
304 E45th Street, 9<sup>th</sup> floor  
New York, NY 10017, USA

For GWPO:

Global Water Partnership (GWP)  
Drottninggatan 33,  
SE-111 51 Stockholm,  
SWEDEN  
Note: as of 1 April new address:  
Visiting address: Linnégatan 87D, Stockholm, Sweden  
Post address: PO Box 24177, 104 51 Stockholm, SWEDEN

**Article VIII**  
**Settlement of Disputes**

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



**Article IX  
Miscellaneous**

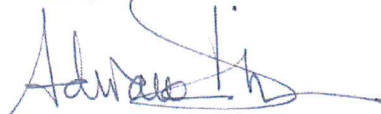
This MOU and any related co-financing agreements and project document comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MOU shall 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 the MOU.

**Article X  
Entry into Force**

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 ("Effective Date") in which it is duly signed by both parties.

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

**FOR UNDP:**



Ms. Adriana Dinu  
UNDP-GEF Executive Coordinator and  
Director, a.i

9 April 2014

**FOR GWPO:**



Dr. Ania Grobicki  
Executive Secretary

9 April 2014