



MEMORANDUM OF UNDERSTANDING

between

IUCN-The World Conservation Union, an international association of sovereign States, government agencies, international agencies, non-governmental organizations, and affiliates, founded in 1948 under the auspices of the United Nations Educational, Scientific and Cultural Organization, with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland (hereafter "IUCN"),

and

The Global Water Partnership Organisation, an intergovernmental organisation established in 2002 by an agreement between the Governments of Sweden, Chile, Pakistan, Denmark, the Netherlands and Argentina and the World Bank, (the organisation being hereinafter referred to as "GWPO"). The GWPO acts as the Secretariat of the Global Water Partnership Network and is located at Hantverkargaten 5, House 6 (2nd floor) SE 112 21 Stockholm, Sweden.

herein referred to jointly and severally as the "Parties" and "Party", as the context may reasonably indicate or require.

Preamble

Whereas the Parties have engaged in substantial cooperation activities pursuant to general and specific memoranda of understanding involving various programmes and offices, addressing issues such as Integrated Water Resources Management, Water Governance Environmental Flows and specific regional level collaboration;

Whereas the mission of IUCN is to influence, encourage and assist societies throughout the world to conserve the integrity and diversity of nature and to ensure that any use of natural resources is equitable and ecologically sustainable;

Whereas the mission of GWPO is to support countries in the sustainable management of their water resources;

Whereas the Parties recognize the benefits that each may derive from their collaboration hereunder toward the fulfillment of their respective missions"; and

Whereas IUCN and GWPO wish to identify projects and activities for joint implementation through specific agreements (“Supplemental Agreement(s)”) and to that end they wish to establish the mechanism for their programmatic collaboration in this Memorandum of Understanding (hereafter “MoU”).

Now therefore, this Memorandum of Undertaking has been executed.

A. Objective

The objective of this MoU is to foster a further programmatic collaboration between IUCN and GWPO and to that extend define specific areas of co-operation (the “Objective”).

B. Principles of Collaboration

1. Complementarity and reciprocal support

The Parties will support each other in working toward the achievement of the Objective and the fulfillment of their respective missions, by building on elements of their respective programs and by pursuing effectiveness while avoiding unnecessary duplication of effort.

2. Mutual benefit

The specific projects and activities on which the Parties will collaborate under this MoU and through related Supplemental Agreements will be selected, agreed and carried out so as to achieve the Objective and to bring a clear benefit to both Parties and their respective constituents.

3. Responsibility and funding for collaboration projects and activities

Such collaborative projects and activities will be undertaken with a clear, mutual understanding of the work and the responsibilities to be carried out by each Party and of the ways and means of funding each such project or activity. To that end, the specific details in respect of (a) the work and responsibilities of each Party in terms of operational, performance and administrative tasks, (b) the agreed deliverables to be produced by each Party, and (c) the source, allocation, control and use of all necessary funding shall be set forth clearly in the relevant Supplemental Agreement.

4. Mutual recognition

Public statements and publications by either Party regarding activities undertaken jointly pursuant to this MoU will expressly acknowledge the cooperative relationship between the Parties.

C. Areas and Activities of Collaboration

1. This MoU is intended to provide the Parties with a general framework and a guiding tool in identifying and carrying out specific collaborative projects and activities. Specific areas of collaboration, activities and projects will be identified on the basis of geographic, programmatic and/or other relevant criteria and will be

specified and agreed in one or more Supplemental Agreements. This include Supplemental Agreements covering the arrangements for regional or national situations where IUCN and GWPO decide to enter into an agreement regarding IUCN hosting a GWPO secretariat office.

2. Potential areas of collaboration include, but are not limited to, the following:
 - a. regional level programmatic co-operation tailored to the existing needs and opportunities defined at the regional and national level, including through work carried out within the Water and Nature Initiative and other Initiatives, and work related to the development of national IWRM plans;
 - b. further development of the GWPO Toolbox focused on areas of work such as Environmental Flows, Economic Valuation, Payment for Ecosystem Water Services, and Water Governance & Environment;
 - c. a minimum of one joint global initiative oriented towards capacity building of professional staff in partnership with a range of other international, regional and national institutions;
 - d. the preparation, leading and follow-up to the 4th World Water Forum, especially on the theme on Integrated Water Resources Management.

D. Modalities of Performance

1. To ensure the harmonious implementation of the Parties' collaboration and the successful achievement of the Objective of this MoU, the Parties undertake actively to support each other in the performance of agreed tasks/activities and to take all reasonable steps to make the most effective use of the collaboration hereunder in furtherance of their respective missions.
2. Taking into account the preceding paragraph 1, the Parties will take the following practical steps:
 - a. An annual meeting between the Head the IUCN Water Programme and the GWPO - Executive Director will be scheduled and held every calendar (the "Annual Meeting"), with the date and venue to be agreed by the Parties in each instance.
 - b. The Annual Meeting is intended to provide the Parties with the opportunity to review their collaborative relationship and possibly to extend its scope, and in particular to share information, evaluate past and ongoing joint activities, and discuss new areas and activities for further potential collaboration.
 - c. Each Party's regional office staff and other key personnel who are actively involved in specific collaboration activities will seek to

meet on a regular basis, and at a minimum once every calendar year, to review specific aspects of their respective work-plans with a view to achieving or improving complementarity.

- d. Regional personnel not engaged in collaborative activities will be invited and encouraged to identify possible areas of collaboration between the Parties in their respective regions.
- e. Each Party will nominate and notify to the other Party a number of representatives who will serve as focal points dedicated specifically to coordinating
 - i. the overall collaboration under this MoU, and
 - ii. the specific activities undertaken pursuant to the Supplemental Agreement(s) stipulated by the Parties. And
- f. Each Party will ensure that any changes made to the list of its focal points will be communicated promptly to the other Party.

E. Miscellaneous Provisions

1. Supplemental Agreements

- a. Collaboration activities to be carried out pursuant to any Supplemental Agreement will be:
 - i. Subject to the availability of funds and resources;
 - ii. Approved by the appropriate administrative authorities of each Party; and
 - iii. Undertaken in accordance with the Parties' respective established policies and procedures.
- b. The Parties' performance of Supplemental Agreements shall be subject to and in accordance with the terms and conditions provided for in each such Supplemental Agreement.

2. Financial Provisions

Financial, administrative and reporting provisions relating to any collaboration activities between the Parties shall be expressly agreed in the relevant Supplemental Agreement.

3. Dispute Resolution

Any dispute arising out of or in connection with this MoU will be settled by amicable negotiation between the Parties. Should the Parties be unable to negotiate an amicable settlement, the dispute shall be submitted to conciliation following procedures to be agreed by the Parties.

4. Representation

Neither Party shall have the authority to incur any liability or make any commitment on behalf of the other Party vis à vis any third party, contractually or otherwise, without the other Party's advance express written consent.

5. Privileges and Immunities

Nothing in or relating to this MoU shall be deemed a waiver of any of the privileges and immunities that IUCN enjoys pursuant to any bilateral host country agreement to which it is a party.

6. Amendment

This MoU may be amended only by a writing signed by both Parties.

7. Term and Termination

This MoU shall become effective on the date of signature by both Parties, and shall remain in effect indefinitely until and unless terminated by either Party. Either Party may terminate this MoU by giving the other Party six (6) months' advance written notice of termination. It is understood that any such termination shall have no effect on any Supplemental Agreements then in force between the Parties, and that the performance of such Supplemental Agreements shall be subject to their own terms and conditions.

8. Non-enforceability

This MoU is a non-binding statement of the Parties' mutual understanding of their proposed collaboration framework. The MoU is not intended to create any legally enforceable rights or obligations in respect of either Party, including any obligation on their part to enter into any Supplemental Agreement.

In witness whereof, the undersigned, being duly authorized to do so, have executed this MoU in the English language in two (2) counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

**IUCN - The World Conservation Union GWPO – Global Water Partnership
Organisation**

Signed: _____

Ger Bergkamp

Head – Water Programme

Date: _____

24 August 2005

Signed: _____

Emilio Gabbrielli

Executive Director

Date: _____

25/8/2005