

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME  
AND  
THE OPEN GOVERNMENT PARTNERSHIP**

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 *Open Government Partnership Secretariat* (hereinafter “OGP”), headquartered in *Washington, D.C.* UNDP and OGP are hereinafter referred to individually as a “Party” and jointly 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 among other things sustainable development, eradication of poverty, advancement of women, good governance and the rule of law;

**WHEREAS**, OGP is an organization duly organized under the laws of the District of Columbia in the United States and committed to bringing together government reformers and civil society leaders to create action plans that make governments more inclusive, responsive and accountable. In the spirit of multi-stakeholder collaboration;

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

**WHEREAS**, OGP is a public charity incorporated in the District of Columbia in the United States and works so that more governments become sustainably more transparent, more accountable, and more responsive to their own citizens, with the ultimate goal of improving the quality of governance, as well as the quality of services that citizens receive;

**NOW, THEREFORE**, the Parties wish to express their intention to cooperate as follows:

**Article I  
Purpose and Scope**

The purpose of this MOU is to provide a framework of cooperation and facilitate and strengthen collaboration between the Parties, on a non-exclusive basis, in areas of common interest outlined in Article II.

The Parties reaffirm their joint commitment to the principles of rule of law, transparency and open government, gender equality and inclusion, and citizen participation as important tools for effectively implementing the 2030 Agenda for Sustainable Development. UNDP and OGP have been working together towards these goals for many years and are now deepening the partnership as natural partners at the thematic, country, regional and global levels.

## **Article II**

### **Areas of Cooperation**

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

#### **Policy and Programme Support to Advance Open Government Reforms**

UNDP and OGP will collaborate at the global, regional, national and sub-national levels to advocate and implement policy and programme reforms aimed at improving public sector performance via open government principles in compliance with the 2030 Agenda and in particular SDG 16 on peace, justice and inclusive institutions, as well as SDG 5 on gender equality. UNDP and OGP will strengthen its partnership in support of implementation of OGP's declaration entitled "Open Government for the Implementation of the 2030 Agenda for Sustainable Development" of September 2015 and the OGP Steering Committee Tbilisi Resolution of July 2018. OGP action plans will be a crucial vehicle for this work, acting as a country-owned implementation mechanism for public service reform and citizen engagement work.

#### **Global and Regional Summits on Open Government**

UNDP and OGP will strengthen normative and programmatic collaboration to ensure joint sharing of experiences of open government and public service reforms to be highlighted at the Open Government Partnership Summits. UNDP will also proactively identify regional/global UNDP events where OGP and open government could feature to both broaden the support base for open government in UNDP in general and to boost country level support for open government reforms.

#### **UN High Level Political Forum**

UNDP and OGP will collaborate in supporting countries' presentation of voluntary national reviews (VNRs) at the UN High Level Political Forum as they relate to issues of SDG16, SDG5 and open government. Both parties in particular will use 2019 HLPF as a commitment to action moment to include more robust principles of openness, transparency and responsive public-sector reforms into OGP's action plans from 2019 onwards. Both parties will work together towards organization of joint side-events whereas member states share starred commitments relevant to SDG16.

#### **Collaboration on SDG16 implementation and monitoring**

UNDP and OGP will collaborate in supporting countries implementing SDG16 related reforms, including using OGP action plans as an implementation platform and the OGP's

Independent Reporting Mechanism to help monitor progress. This collaboration will also include strengthened compilation of good practices in implementing OGP action plans directly related to SDG16.

#### **Open Parliaments**

UNDP and OGP will collaborate on legislative openness by providing programmatic support and technical assistance to legislative institutions that are developing and/or implementing Open Parliament Plans and commitments. To strengthen and streamline the longstanding engagement between UNDP and OGP in this area of work, UNDP will explore joining the Open Parliament e-Network, a parliamentary network launched in March 2018 in support of OGP's open parliament work.

#### **Collaboration on SDG5 integration and monitoring**

UNDP and OGP will collaborate in supporting countries and partners to integrate SDG5 on gender equality into open government reforms. This collaboration will include documentation and best practices creation around SDG5, including 5.C, the adoption and strengthening of sound policies and enforceable legislation for the promotion of gender equality and the empowerment of all women and girls at all levels, as well as ongoing uptake of improved country level gender-disaggregated data.

### **Article III**

#### **Consultation and Exchange of Information**

3.1 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.

3.2 Consultation and exchange of information and documents under this MOU will 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 will, 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 will be subject to the procedures applicable to such meetings or conferences.

**Article IV**  
**Use of Name and Emblem and Publicity**

4.1 Neither Party will use the name, emblem or trademarks of the other Party, or any of 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 OGP's services.

4.2 The costs of public relations activities relating to the partnership will be the responsibility of OGP.

4.3 OGP 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.

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

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

**Article V**  
**Term, Termination, Renewal, Amendment**

5.1 The proposed cooperation under this MOU is non-exclusive and will have an initial term of *three* years from the Effective Date, as defined in Article X ("Effectiveness"), 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 three years.

5.2 Termination of this MOU will not affect any other agreements relating to the subject matter of this MOU which will, unless terminated or expired, continue to regulate the relationship between the Parties in accordance with the terms thereof.

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

**Article VI**  
**Representations**

*OGP* represents that it is an organization in good standing duly organized under the laws of the District of Columbia. *OGP* shall promptly notify UNDP of any legal investigation or fiscal audit that it may be subject to from time to time.

## **Article VII**

### **Settlement of Disputes**

7.1 The Parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

7.2 Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing paragraph shall be referred to arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **Article VIII**

### **Legal Provisions Relating to Implementation**

8.1 Notwithstanding anything in this MOU to the contrary, (a) this MOU constitutes an expression of intent only and not a legally binding document; (b) nothing herein shall be construed as creating a legally binding commitment, financial or otherwise; (c) nothing herein shall be construed as creating a joint venture and neither Party shall be an agent, representative or joint partner of the other Party; (d) all of UNDP's activities envisaged hereunder are subject to the availability of funding ; (e) any funds received by UNDP shall be used, and all UNDP activities further to this MOU will be carried out, in accordance with the project documents agreed between UNDP and the concerned programme government(s) where the activities will be implemented, and in accordance with the applicable UNDP regulations, rules, policies and procedures; and (f) each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

8.2 *OGP* represents that it is a legal entity formed and existing under the law of *the United States of America* and has all the necessary powers, authority, and legal capacity to enter into this MOU and perform its obligations hereunder.

8.3 In the event of inconsistency between any provision of this Article VIII and a provision of another section of the MOU, this Article VIII shall prevail.

## **Article IX**

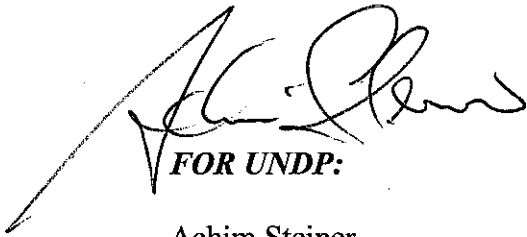
### **Privileges and Immunities**

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 its subsidiary organs.

**Article X**  
**Effectiveness**

This MOU will become effective on the date in which it is duly signed by both Parties ("Effective Date").

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



**FOR UNDP:**

Achim Steiner  
Administrator

28/02/19  
Date



**FOR OGP:**

Sanjay Pradhan  
CEO

2/28/19  
Date