



United Nations Development Programme

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 (hereinafter OGP”), headquartered in Washington, DC (USA). 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, UNDP represented by the Governance, Rule of Law and Peacebuilding Hub is interested in enhancing its development activities in promoting the principles of open and inclusive governance;

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

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 design and implement reforms that make governments more inclusive, responsive and accountable;

WHEREAS, the Parties entered into a Memorandum of Understanding on **February 28, 2019** regarding collaboration in the promotion of the principles of open government (the “2019 MOU”)

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

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Article I
Purpose and Scope

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

The Parties reaffirm their joint commitment to the principles of openness and inclusion as key foundations of governance and 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 have identified the following activities in which cooperation may be pursued, with each Party operating subject to its respective mandates, regulations, rules, policies and procedures:

- i) Collaborate to support policy and programme reforms aimed at strengthening the implementation of open government principles at country level. Leveraging OGP action plans and Open Gov Challenge commitments will be a crucial vehicle for this work.
- ii) Partner to advocate for the integration of open government principles across areas of governance at the international level, including in the context of the UN regional and global fora as well as the OGP Regional Meetings and Global Summits
- iii) Collaborate to document and share experiences in applying open government principles and to develop practical guidance on their integration in key policy areas, including:
 - anti-corruption and integrity,
 - rule of law and judicial independence,
 - civic space and citizen participation,
 - governance of digital transformation,
 - environment and climate,
 - extractive industries,
 - inclusion of marginalized and under-represented groups,
 - transparency and access to information,
 - media freedom and information integrity,

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- fiscal openness, and
 - public service delivery.
- iv) Collaborate to expand partnerships for open government reforms beyond the national executive, focusing on Open Parliament Plans, justice sector institutions, independent oversight institutions, and local governments through OGP Local.
- v) Partner to promote gender equality by supporting the adoption of gender-responsive OGP Action Plans, sharing best practices, and utilizing tools like the UNDP Gender Equality Seal to drive transformative reforms.

Article III Consultations 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.

4.2 The costs of public relations activities relating to the partnership will be the responsibility of each party, separately, for their respective activities.

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4.3 OGP and UNDP acknowledge that they are familiar with their respective ideals and objectives and recognizes that their names and emblems 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 and OGP.

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 This MOU supersedes and replaces in its entirety the 2019 MOU.

5.# 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 (2) months' notice in writing to the other Party. The Parties may agree to extend this MOU in writing for subsequent periods of two years under the same terms and conditions.

5.# 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.# This MOU may be amended only by mutual written agreement of the Parties signed by their duly appointed representatives.

Article VI
Notices

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.

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For UNDP: Marcos Neto
Assistant Secretary General and Director
Bureau for Policy and Programme Support
United Nations Development Programme

For the OGP: Aidan Eyakuze
Chief Executive Officer
Open Government Partnership

Article VII
Legal Provisions Relating to Implementation

7.1 Notwithstanding anything in this MOU to the contrary, (a) this MOU is an expression of intent and not constitute 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 OGP's and 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 and those of its employees, contractor sand subcontractors in connection with this MOU and its implementation.

7.2 To the extent that the Parties wish to create legal or financial obligations with respect to or resulting from any activity contemplated in this MOU, a separate agreement related thereto will be concluded between the Parties prior to such activity being undertaken.

7.3. The Parties will consult each other, as appropriate and if circumstances so require, on issues relating to intellectual property and rights thereto, including the necessity of entering into separate agreement(s) to regulate such issues and rights.

7.4. OGP represents that it is a legally formed entity and has all the necessary powers, authority, and legal capacity to enter into this MOU and perform its obligations hereunder.

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

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**Article VIII
Settlement of Disputes**

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

**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:

DocuSigned by:
Marcos Neto
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Name: **Marcos Neto**

Title: **Assistant Secretary General & Director**
Bureau for Policy & Programme Support
United Nations Development Programme

23-Jul-2025

Date

FOR OGP:

Signed by:
Aidan Eyakuze
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Name: **Aidan Eyakuze**

Title: **Chief Executive Officer**
Open Government Partnership

7/31/2025

Date