



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME  
AND  
UNIVERSIDADE CATÓLICA DE ANGOLA**

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 Universidade Católica de Angola (hereinafter “UCAN”), headquartered in Luanda, Angola. UNDP and UCAN 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 Country Office in Angola is interested in enhancing its development activities in policies and strategies to promote: a) inclusive and sustainable growth, in line with the Least Developed Country (LDC) graduation process; b) participatory governance and modernization of public institutions for effective service delivery; c) human



rights, access to justice for all citizens and empowerment of women; and d) Environment and Crisis Prevention and Recovery and Economic Development;

**WHEREAS**, UCAN is an organization duly organized under the laws of Angola and committed, among others, to: a) ensure, in an institutional form, a Christian presence in the academic world before the big problems of society and culture; b) creation of knowledge, critical analysis, transmission and diffusion of culture, science and technology that, through research, teaching and service rendering to the community, contribute to economic and social development of the country, the defense of the environment, the promotion of social justice and a responsible and enlightened citizenship, and the consolidation of sovereignty solid on knowledge; and c) act effectively and with solidarity for the integral development of human being and society, through the generation and sharing of knowledge, committed with quality, Christian and ethical values, in search of truth.

**WHEREAS**, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts; the Parties have maintained excellent relationships. The parties share as common area of interest the economic and social development of Angola and agree on the need to cooperate on research and analysis of key issues for country development. Therefore, this cooperation arrangement fits in perfectly in UNDP Programmatic Area and in the UCAN mandate and activities.

**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. The overall purpose of the MOU is to strengthen the collaboration between UNDP and UAN on scientific and academic work for the country's development, in the context of the Sustainable Development Goals (SDGs). The objective, is to count with a global framework that integrates the different strategic actions taken by the Parties in the context of broader partnership of UNDP with national universities. Parties foreseen as expected outcome of this MOU, an strengthened cooperation relationship, concrete quality knowledge products, reinforce academia dialogue space on development subjects relevant to the country, as well as better trained students through professional internships.

## **Article II**

### **Areas of Cooperation**

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

- i) Generation of knowledge products, through joint research, on relevant issues regarding economic, social and human development in Angola, under the framework of the Sustainable Development Goals (SDGs), focusing on analysis and policy options related to the areas of poverty, governance, resilience as well as gender. Upon agreement between the Parties, results might be published;
- ii) Organization of priority seminars, presentations, trainings, and dialogues on the 2030 Agenda for Sustainable Development and the Sustainable Development Goals (SDGs),





focusing on analysis and policy options related to the areas of poverty, governance, resilience as well as gender. The prior will consider the engagement of university researchers, professors, students, government officials, civil society, private sector and international cooperation, among others;

- iii) Strengthening of professional abilities and capabilities through the opportunity for UCAN graduate students, to have a non-paid professional internship in the UNDP, if selected, in the UNDP competitive selection process.
- iv) Sharing, without financial charge, non-confidential public official information, publications and data bases, in relevant areas, for the mission and activities of the Parties;
- v) Ensuring the availability, without financial charge, of rooms to host official meetings, seminars and workshops, under anticipated request from the other Party;
- vi) Every year, Parties will develop a working plan, where all the activities to be developed in that year, will be clearly specified.

### **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 MOU 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 All of UNDP activities envisaged hereunder are subject to the availability of funding. To this end, in order to implement the specific activities envisioned hereunder, the Parties shall conclude cost-sharing agreements in accordance with the Parties' respective 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. Any funds so received by UNDP shall be used in accordance with its regulations, rules, policies and procedures. 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 the concerned governments, and in accordance with the applicable UNDP regulations, rules, policies and procedures.

4.3 The costs of public relations activities relating to the partnership, that are not otherwise addressed by a specific cost-sharing agreement concluded hereunder, will be the responsibility of the Party incurring the costs.

4.4 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.

4.5 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 the Party services.





5.2 The Party 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 to the Party 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, Renewal and 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, as defined in Article XII, commencing on July 17, 2018 and ending on July 16, 2020, 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 two 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

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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:

Henrik Fredborg Larsen  
Rua Major Kanhangulo, 197  
P.O. Box: 910  
Luanda, Angola

For UCAN:

Pe. Jerónimo Cahinga  
Av. Pedro de Castro Van-Dúnem Loy, 24  
Luanda, Angola





## **Article VIII**

### **Representations**

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

## **Article IX**

### **Settlement of Disputes**

9.1 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.

9.2 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 X**

### **Miscellaneous**

11.1 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.

11.2 Nothing in this MOU shall be construed as creating a joint venture or any other form of legally binding commitment.

## **Article XI**

### **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 XII**

### **Effectiveness**

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 effect 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:**

A blue ink signature of Henrik Fredborg Larsen, written in a cursive style.

Henrik Fredborg Larsen

UNDP Country Director

July 17, 2018

**FOR UCAN:**

A blue ink signature of Pe Jerónimo Cahinga, written in a cursive style.

Pe Jerónimo Cahinga

Vice-Rector

July 17, 2018

Handwritten in blue ink, the initials 'HFL' are followed by a cursive signature.