

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**The United Nations Development Programme
State Pedagogical University of the Republic of Azerbaijan and “Leader” Women Public Union**

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), the **State Pedagogical University of the Republic of Azerbaijan and “Leader” Women Public Union** (hereinafter “SPU and LWPU”), headquartered in Baku, Azerbaijan. UNDP, SPU and LWPU 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 its Country Office in Azerbaijan is interested in enhancing its development activities in building the capacity of the SPU on gender issues through establishment of the Gender Research and Study Center.

WHEREAS, SPU and LWPU are organizations duly organized under the laws of the **Republic of Azerbaijan** and committed to promoting values of gender equity.

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

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 purpose of the cooperation is to increase capacity of the State Pedagogical University in study and research on gender issues through establishment of a Gender Study and Research Centre in the SPU.

Article II Areas of Cooperation

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

i) Establishment of the physical infrastructure of the Gender Centre.

- Establish the structure of the Center and assign staff and students responsible for the management of the Centre, who will form 'Gender Centre Team'
- Allocate functional premises and furniture
- Provide the Center with computers, a printer and a scanner
- Provide internet connection
- Hire a Project Consultant for the period of 6 month
- Launch of the Gender Study and Research Center by the new academic year

ii) Establishment of the Gender Library

- Identify and collect gender-related literature
- Create and maintain library catalogue
- Hire a translator to provide translation of selected literature

iii) Support to research activities

- Hold gender assessment of the University curriculum and handbooks and formulate recommendations for inclusion of gender course into curriculum
- Develop training materials and provide training on essential gender concepts to Gender Centre Team

Detailed financial breakdown of the activities mentioned above is attached to this MOU. (Annex I).

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 the concerned governments, and in accordance with the applicable UNDP regulations, rules and directives.

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 UNDP, SPU and LWPU.

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 Partner services.

5.2 Partner 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 Partner 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 commencing on signing this MOU and lasting for 6 months, 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 one year.

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:
United Nations Office
3, UN Anniversary Street, Baku/Azerbaijan, AZ1001

For State Pedagogical University:
34, Hajibayov Street, Baku/Azerbaijan, AZ 1000

For 'Leader' Women Public Union
58, Anvar Gasimzadeh Street, Baku /Azerbaijan

Article VIII Representations

SPU and LWPU represent that they are organizations in good standing duly organized under the laws of Azerbaijan Republic. SPU and LWPU 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

8.1 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.

8.2 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 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 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 XI 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 XII 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:

Fikret Akcura



Resident Representative
Title



15 June 2011

Date

FOR State Pedagogical University:

Prof. Yusif Mammadov

Name



Rector
Title

16.06.2011

Date

FOR "Leader" Women Public Union:

Malahat Ibrahimkızı

Name



Chair and Founder
Title

Date

**Budget of activities
Establishment of Gender Study and Research Center
in Azerbaijan State Pedagogical University project**

Component 1. Establishment of the physical infrastructure of the Gender Centre.

This component aims to *establish the management structure and basic facilities of the ‘Gender Center’* in the Pedagogical University. This component will, essentially, focus on the formation of the ‘Gender Center Team’ of the University. Gender Team will comprise from the 3 lectures and 2 graduate students who will be assigned by the Management of the University. UNDP will provide Gender Center with necessary equipment that will comprise from the 3 desktop computers, colour printer and scanner. UNDP will hire a Project Consultant for 6 month period. The component will include the following indicative activities with the breakup of required budget estimates:

	Activity description	Responsible party	Budget estimates, \$
1.1	Establish the structure of the Center and assign staff and students responsible for the management of the Centre, who will form ‘Gender Centre Team’	University	-
1.2	Allocate functional premises and furniture	University	-
1.3	Provide the Center with computers, a printer and a scanner	UNDP	5,000
1.4	Provide internet connection	University	-
1.5	Hire a Project Consultant for the period of 6 month	UNDP	3,000
1.6	Launch of the Gender Study and Research Center by the new academic year	‘Leader’ Women Public Union	-
Sub-total:			8,000

Component 2. Establishment of the Gender Library

This component aims at *establishment of the Gender Library* in the premises of the Gender Center, at the Pedagogical University. ‘Leader’ Women Public Union and UNDP will assist University to identify and collect gender-related materials. UNDP will provide the translation of the selected most important literature into Azerbaijani language. Gender Library will be further managed by the Gender Team of the University with the support of Project Consultant. The component will include the following indicative activities with the breakup of required budget estimates:



	Activity description	Responsible party	Budget estimates, \$
2.1	Identify and collect gender-related literature	LWPU, UNDP	-
2.2	Create and maintain library catalogue	Project Consultant/Gender Team of the University	-
2.3	Hire a translator to provide translation of selected literature	UNDP	2,000
Sub-total:			2,000

Component 3. Support to research activities

This component aims at *review of the curriculum of the State Pedagogical University* for possible inclusion of a gender course. In particular, UNDP will hire a consultant to conduct gender assessment of the University's curriculum and handbooks. Based on this assessment, the consultant will develop training materials and deliver training on essential gender concepts to the Gender Center Team. The component will include the following indicative activities with the breakup of required budget estimates:

	Activity description	Responsible party	Budget estimates, \$
3.1	Hold gender assessment of the University curriculum and handbooks and formulate recommendations for inclusion of gender course into curriculum	UNDP	1,500
3.2	Develop training materials and provide training on essential gender concepts to Gender Centre Team	UNDP	3,500
Sub-total:			5,000
TOTAL			15,000

