

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME  
AND  
THE LOCAL GOVERNMENT OF BASRA**

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 and the local government of Basra, and 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 Iraq Country Office is interested in enhancing its development activities in strengthening participatory and accountable governance.

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 Government of Iraq and UNDP signed the Standard Basic Assistance Agreement (SBAA) on 20 October 1976, which provides the basis of the relationship between the Government and UNDP. Based on Article I Paragraph 2 of the SBAA, UNDP's assistance to the Government shall be provided and received in accordance with the relevant and applicable resolutions and decisions of the competent UNDP organs, and subject to the availability of the necessary funds to UNDP. Within this context, and based on the request of the government of Iraq to support the implementation of the "*General Framework of the Government Program 2014- 2018*" UNDP and the Government of Iraq will work together toward achieving the desired outcomes with emphasis on matching the strategic priority identified in the above mentioned government general framework with the UNDP strategic framework.

## **Article II Areas of Cooperation**

2. The Parties agree to cooperate in the following areas of activity:
  - i. Decentralization .( Besides Public Sector Modernization project )
  - ii. Financial management and budget execution
  - iii. Environment (Besides waste management and public awareness building)
  - iv. Private sector development to be based on the current strategy of 2014-2030 developed with support from UNDP and endorsed by Iraqi government.
  - v. Basra five years plans based on Strategic planning

Note: Concept Notes in regard to the above areas are attached to this Memorandum of Understanding document as annexes.

## **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 (partnership and cost-sharing arrangements) in accordance with 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. Both partnership and cost-sharing arrangements should be consistent with financial procedures of the Iraqi state, and local governorates according to law 21 shall include a provision incorporating by reference the MOU, which is applicable to the partnership and cost-sharing arrangements and the projects financed there from. The parties shall explore every option for ensuring funding of the activities referred to under Article II. Areas of Cooperation including but not limited to funds available to local Governorates under the state budget.

4.2 It is understood that all activities will be carried out on the basis of project documents agreed between UNDP and the concerned Governorate department(s), or units 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 arrangements concluded hereunder, will be the responsibility of the government of Basra.

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 arrangements concluded hereunder.

4.5 Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

**Article V**  
**Visibility**

The parties recognize that the cooperative arrangements should be publicized and therefore agree to acknowledge the role and contribution of each organization in all public information documentation relating to instances of such cooperation and use each organization's name and emblem in documentation related to the cooperation in accordance with the current policies of each organization and subject to prior written agreement of each party.

**Article VI**  
**Term, Termination, 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 VIII [or commencing on 5<sup>th</sup> / May / 2015 and ending on 4<sup>th</sup> / May / 2017, 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 arrangements, and any project documents concluded pursuant to this MOU, may also be terminated in accordance with the termination provision contained in such arrangements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU, the cost-sharing arrangements, 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: Ms. Lise Grande

For Basra Governorate : Dr.Majed AL Nasrawi

For Basra Provincial Council: Mr. Sabah Al Bazouni

**Article VIII  
Miscellaneous**

This MOU and any related co-financing arrangements 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 IX  
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**

**Name:**  
Ms. Lise Grande

**Title:**  
Deputy Special  
Representative to the  
Secretary General

Date

**FOR: Basra Governorate**

**Name:**  
Dr. Majed Al Nasrawi

**Title:**  
Governor of Basra

Date

**For: Basra Provincial  
Council**

**Name :**  
Mr. Sabah Al Bazouni

**Title:**  
Chairman Provisional  
Council

Date