

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)
AND
REPUBLIC OF TURKEY, MINISTRY OF INDUSTRY AND TECHNOLOGY

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 Republic of Turkey, Ministry of Industry and Technology / General Directorate of Development Agencies. UNDP and Republic of Turkey, Ministry of Industry and Technology / General Directorate of Development Agencies 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 UNDP Turkey Country Office is interested in enhancing its development activities focusing on human development nexus within the context of Response to Covid19 and Resilience Project funded by Government of Japan.

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

Due to COVID-19, the temporary closure of businesses, including 10,000 Syrian-owned businesses in Turkey, have been causing unemployment and loss of income through decreasing wages, affecting all parts of society. UNDP rapidly developed an integrated response to COVID-19 health, humanitarian, and developmental crisis at global, regional and national levels. The response is consistent with both, the UN Socio Economic Response Framework and the WHO led Strategic Preparedness and Response Plan and aligned with country-specific needs. The interventions tackle three phases of preparedness, response, and recovery in three areas: health systems support, inclusive and integrated crisis management, social and economic needs assessment. UNDP in Turkey is repurposing its current activities in all of its areas of intervention with a focus on most disadvantaged groups. UNDP also co-leads the UN response to the medium and long-term socio-economic impacts and is also co-coordinating with UNHCR the 3RP - Regional Refugee and Resilience Plan- Turkey chapter to support Syrian refugees and

host communities in Turkey. UNDP's solid partnerships with private sector and the Business for Goals (B4G) Platform that was established in 2018, have allowed for a quick response to support private sector needs to the impacts of the pandemic, with a focus on small and medium-scale enterprises (SMEs) that stand at the core of Turkey's employment and economy.

UNDP's long-standing partnership with Republic of Turkey, Ministry of Industry and Technology and Development Agencies (DA) that were established to ensure a bottom-up approach to address Turkey's development needs will be utilized in achievement of the relevant Project outputs. The deeper cooperation with DAs will play a crucial role to further UNDP's efforts responding to development-based crisis management and support public-private sector partnerships to address the recovery needs of SMEs. The UNDP will support national and sub-national capacities for planning, coordination and crisis management and in partnership with Development Agencies by developing guidelines and strategies for 6 fragile sectors including tourism, automotive, machinery, textile, food and logistics sectors and conducting a global market analysis and product space analysis in selected Development Agencies

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.

- 1.1 Preparation of 32 region-based fragile sector analysis reports and guidelines: Development of reports for tourism, textile, logistics, food, machinery, and automotive sectors, which are most effected by Covid-19 crisis in cooperation with selected Development Agencies and in consultation with regional business federations, if necessary.
- 1.2 Conducting new market analysis for fragile sectors: Conducting market analysis for business in fragile sectors to support these sectors' business continuity and prevent supply chain disruptions in the crises in consultation with regional business federations, if necessary.
- 1.3 Development of technical capacity of SMEs: Providing technical support for capacity development to 1,000 SMEs and one-o-one business advisory to 30 SMEs operating in fragile sectors in consultation with regional business federations, if necessary.

- 1.4 Strengthening the capacities of the Development Agencies' staff on crisis and disasters: Conducting capacity development activities for risk mitigation and post-crises/disaster recovery, an overall disaster risk management particularly for accelerating economic recovery.
- 1.5 Activating sectors that are critical for frontline COVID-19 response: Improving necessary infrastructure and mobilizing experts to provide technical support to SMEs regarding the needs caused by the current response and recovery processes in consultation with regional business federations, if necessary.
- 1.6 Providing business development services for Syrian-owned enterprises on digitalization: Supporting 530 enterprises through providing digital service and consultancy.
- 1.7 Analyzing the impacts of COVID-19 on youth unemployment: Analyzing the impact of crisis on youth employment, following this analysis improving the digital skills of unemployed 3,000 youth.
- 1.8 The Parties will assure the quality of the documents and other outputs obtained within the project subject to this MOU.

Article II

Areas of Cooperation

The Parties intend to cooperate in the areas of activities stated in Article I, but also willing to cooperate in conducting desk and field research, for technical support, organization of workshops, face-to-face meetings, meetings and trainings within the project in the future. The liabilities of the parties within the areas of cooperation are as follows:

2.1 Ministry of Industry and Technology

Ministry of Industry and Technology will be supporting the activities given in Article 1 through items given below:

- 2.1.1 Providing support to UNDP for planning and implementation of the national and local activities within the project that are given in Article I.
- 2.1.2 Reviewing and giving comments to documents and other outputs produced during the planning and implementation of the activities stated in Article I.
- 2.1.3 Providing support to the project through knowledge and experiences of the experts of Republic of Turkey, Ministry of Industry and Technology / General Directorate of Development Agencies and experts from Development Agencies.
- 2.1.4 Ensuring information flow regarding to activities during the implementation phase of the project, giving consultancy and make decision when necessary, being a member of Steering Committee that will be established to follow-up the project activities.

- 2.1.5 Determining the entrepreneurs and other participants for meetings, workshops and trainings and ensuring official corresponding when necessary.
- 2.1.6 Coordination of local activities conducted by selected Development Agencies within the Project.

2.2 UNDP

UNDP will be supporting the activities given in Article I through items given below:

- 2.2.1 Planning of the project activities that are listed in Article I together with Republic of Turkey, Ministry of Industry and Technology / General Directorate of Development Agencies and ensuring to reach targets and expected outputs of the project in line with the attached work plan.
- 2.2.2 Forming project team and Project Steering Committee within the project.
- 2.2.3 Participating to Project Steering Committee meetings, giving information, and updating parties on project activities and make necessary preparations for these meetings.
- 2.2.4 Getting approval from the Republic of Turkey, Ministry of Industry and Technology / General Directorate of Development Agencies for the subject and the content of the documents that will be produced within the project and submitting all documents for consideration.
- 2.2.5 Fulfillment of activities in order to select SMEs and enterprises mentioned within the Article I, designing and announcement of trainings that will be provided, in cooperation with Republic of Turkey, Ministry of Industry and Technology / General Directorate of Development Agencies.
- 2.2.6 Determining the related parties such as Umbrella Organizations, International / National / Local Organizations / SMEs / Entrepreneurs / Sector Professionals, etc. meetings, workshops, and trainings together with Development Agencies.
- 2.2.7 Production of the documents within the project, submitting for review and approval, publishing, dissemination, and promotion of the documents.
- 2.2.8 Regular monitoring of the project activities and monthly reporting the monitoring results to Republic of Turkey, Ministry of Industry and Technology / General Directorate of Development Agencies. Other issues that are not subject to this MOU will be addressed in Project Steering Committee and final decision will be made.
- 2.2.9 The parties will use UNDP monitoring information system for supervision, monitoring and reporting within the project.

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

Visibility

The Parties recognize that the cooperative arrangements should be publicized and therefore agree to acknowledge the role and contribution of each Party in all public information documentation relating to instances of such cooperation and use each Party's (*United Nations Development Programme (UNDP), Republic of Turkey, Ministry of Industry and Technology / General Directorate of Development Agencies and relevant Development Agencies*) name and emblem in documentation related to the cooperation in accordance with the current policies of one another and subject to prior written agreement of each Party.

Article V

Term, Termination, Renewal, Amendment

5.1 The proposed cooperation under this MOU is non-exclusive and commencing on 25 September 2020 and ending on 31 March 2021 (which is the end date of respective project), unless terminated earlier by either Party upon one months' notice in writing to the other Party. The Parties may agree to extend this MOU in writing for subsequent periods in case of extension of the respective project duration (until the extended end-date).

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

Legal Provisions Relating to Implementation

6.1 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.

6.2 Republic of Turkey, Ministry of Industry and Technology / General Directorate of Development Agencies represents that it has all the necessary powers, authority, and legal capacity to enter into this MOU and perform its obligations hereunder.

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

Article VII

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 VIII

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:

**FOR REPUBLIC OF TURKEY,
MINISTRY OF INDUSTRY AND
TECHNOLOGY:**

Claudio Tomasi

Barış Yeniçeri

Name

Name

Resident Representative

GENERAL Director

Title

Title

25.09.2020

25.09.2020

Date

Date

Barış Yeniçeri

