

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME
AND
NON-GOVERNMENTAL ORGANIZATION “ATOS”**

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 Non-Governmental Organization “ATOS” (hereinafter – NGO “ATOS”), headquartered in Sadaclia village, Basarabasca district. UNDP and NGO “ATOS” 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 Moldova is interested in enhancing its development activities, strengthening local policies and capacities, by enabling the sustainable and resilient development of communities to climate change, empowering and involving women in the development of environmentally friendly activities;

WHEREAS, NGO “ATOS” is an organization duly organized under the laws of Republic of Moldova and committed to participate in the Institutional Capacity Development Programme and support LPAs and women in the field of strengthening resilience to climate change, promote sustainable development and gender mainstreaming in the framework of the UNDP-Sweden “Sustainable and resilient communities through women empowerment Project” (hereinafter - ResComWomEmp Project);

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

WHEREAS, NGO “ATOS” is a legal organization from Sadaclia village, Basarabasca district¹ that promotes sustainable development and citizen’s engagement at the local level;

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

¹ The NGO was selected through an open Expression of Interest to participate in the Institutional Capacity Development Programme

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 objective of this MOU is to ensure smooth cooperation between the Parties by strengthening the capacities of NGO “ATOS” to engage in local environmental and climate action, natural resources management and decision-making.

Article II Areas of Cooperation

The Parties intend to cooperate in the areas of:

- (a) Promoting the engagement of the NGO in advancing local climate resilience building and environmentally friendly practices and actions;
- (b) Facilitating the institutional capacity strengthening of the NGO in view of consolidating the dialogue and knowledge sharing with local authorities and women’s groups in the area of advancing climate resilience and environmentally friendly practices at the local level.

The cooperation between Parties shall be guided by the principles of transparency, inclusion, accountability and participation.

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 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. 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 NGO “ATOS” services.

4.2 The costs of public relations activities relating to the partnership will be the responsibility of NGO “ATOS”.

4.3 The NGO “ATOS” 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.

4.4 Nothing in this MOU grants to the NGO “ATOS” 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. The proposed cooperation under this MOU is non-exclusive and will have an initial term of seven (7) months (November 2020 – May 2021) from the Effective Date, as defined in Article X (“Effectiveness”), 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 six (6) month.

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 Representations

NGO “ATOS” represents that it is an organization in good standing duly organized under the laws of Republic of Moldova. NGO “ATOS” shall promptly notify UNDP of any legal investigation or fiscal audit that it may be subject to from time to time.

Article VII Settlement of Disputes

7.1 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.

7.2 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 VIII Legal Provisions Relating to Implementation

8.1 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.

8.2 NGO “ATOS” represents that it is a legal entity formed and existing under the law of Republic of Moldova and has all the necessary powers, authority, and legal capacity to enter into this MOU and perform its obligations hereunder.

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

**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:

Andrea Cuzyova *Andrea Cuzyova*
Name

UNDP Deputy Resident Representative
Title

12-Nov-2020
Date

FOR NGO “ATOS”:

Adrian Macari *Adrian Macari*
Name

Director of the NGO
Title

14-nov.-2020
Date