



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE
EMPOWERMENT OF WOMEN
AND THE NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF
COLORED PEOPLE (NAACP)**

This Memorandum of Understanding (“MOU”) is entered into by the United Nations Entity for Gender Equality and the Empowerment of Women (“UN Women”), and the National Association for the Advancement of Colored People (NAACP) (“the Partner”). UN Women and the National Association for the Advancement of Colored People (NAACP) are hereinafter jointly referred to as the “Parties”.

WHEREAS, UN Women is a subsidiary organ of the United Nations mandated to achieve gender equality and the empowerment of women;

WHEREAS, UN Women recognizes the importance of collaborating and cooperating with partners to achieve its mandate and strategic objectives;

WHEREAS, the Partner is an organization duly registered under the laws of the United States of America with a mission to ensure the political, educational, social, and economic equality of rights of all persons and to eliminate race-based discrimination;

WHEREAS, the Partner is a social, economic and cultural rights champion; the Partner’s vision is to ensure a society in which all individuals have equal rights without discrimination based on race; the Partner aligns itself with the UN Women Mandate in that it vows to leave no one behind.

WHEREAS, the National Association for the Advancement of Colored People (NAACP) supports the mandate of UN Women as stipulated in the United Nations General Assembly resolution 64/289 and UN Women’s Strategic Plan and:

- (1) The Partner demonstrates gender equality as a priority, identifying the intersectionality of gender and race. The Partner historically explicitly promoted itself as a model of interracial exchange, implicitly encouraging activism by both men and women and regularly relies upon black women’s participation.
- (2) This important collaboration will represent the first direct engagement by Partner with the United Nations.

NOW, THEREFORE, the Parties agree to cooperate as follows:

Article I
Scope of the MOU

1. This MOU, together with the Annexes listed below forming an integral part hereof, establishes the terms and conditions of the cooperation between the Parties:
 - a. Annex I: Description of Activities
 - b. Annex II: General Conditions of Cooperation (“General Conditions”).
2. This MOU and any subsequent agreement(s) entered into hereunder constitute the entire understanding between the Parties in respect of the subject matter and supersede any prior oral or written communications on the subject.

Article II
Areas of Cooperation

1. The Parties agree to cooperate in good faith in order to achieve their common objectives, in the following areas:
 - Ending Violence Against Women and Girls
 - Women’s Economic Empowerment
 - Resource Mobilisation and Strategic Partnerships
 - African Women Leaders Forum
2. In furtherance of the common objectives described above, the Parties agree to carry out the activities in the Description of Activities (“the Activities”), which may be modified from time to time by written agreement by the Parties.

Article III
Implementation of the MOU

1. The Parties may negotiate in good faith the terms of any subsequent agreement(s) that may be required to implement the Activities. Such agreement(s) will specify the roles and responsibilities of each Party and the costs or expenses relating to the Activities and how they will be borne by the Parties. Such agreement(s) will incorporate by reference the terms of this MOU.
2. The Parties agree to each designate a relationship manager for the long-term monitoring and management of this partnership. The Parties may also decide to form working groups comprising representatives of each Party, which will be responsible for monitoring the development and execution of the Activities.

Article IV
Exchange of Information and Documents

The Parties agree to exchange relevant information and documents as needed for the implementation of this MOU, subject to such restrictions and arrangements which may be

required by either Party to safeguard the confidential nature of certain information and documents.

**Article V
Recognition**

1. Subject to Paragraph 4 (Use of name, abbreviation and emblem) of the General Conditions, the Parties may acknowledge and disclose to the public this MOU and information with respect to the Activities, in accordance with the current policies of each Party and with the prior written approval of the other Party.
2. At public events, media conferences or meetings of any kind, representatives of each Party may speak about the collaboration related to this MOU, but strictly on its own behalf. Any unilateral media release by a Party relating to this MOU or the Activities undertaken hereunder will be shared with the appropriate communications lead of the other Party for review and consent at least five (5) business days in advance of release.

**Article VI
Settlement of Disputes**

1. The Parties shall use their best 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.
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.
3. 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 VII
Notices and Addresses**

Any notice to be given under this MOU shall be in writing and shall be deemed to have been made when it shall have been delivered to the party and address specified below:

For UN-Women: UN Women
 220 E 42nd St, New York, NY 10017

For Partner:

The National Association for the Advancement of Colored
People (NAACP)
4805 Mt. Hope Drive Baltimore MD 21215

Article VIII
Duration, Termination, Modification

1. This MOU will become effective upon signature by both Parties and remain in effect for a period of two years thereof, unless terminated earlier by either Party in accordance with paragraph 2 below. The Parties may agree to extend this MOU for subsequent periods of two years.
2. Either Party may terminate this MOU at its sole discretion and shall endeavor to provide three months' prior notice in writing to the other Party. Any subsequent agreement(s) 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 under this and/or any subsequent agreement(s) are brought to a prompt and orderly conclusion.
3. The following provisions shall survive the expiration or termination of this MOU:
 - (a) Article IV (Exchange of Information and Documents) and Article VI (Settlement of Disputes);
 - (b) Paragraph 3 (Liability), Paragraph 4 (Use of name, abbreviation and emblem), Paragraph 5 (Privileges and immunities), Paragraph 9 (Indemnification) and Paragraph 10 (Intellectual property) of the General Conditions.
4. This MOU may be amended by mutual agreement of the Parties reflected in writing.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

FOR UN-Women:

Phumzile Mlambo-Ngcuka

Name

Executive Director

Title

Date

*FOR the National Association for the
Advancement of Colored People:*

[Signature]
Name

President & CEO

Title

2/13/18
Date

Annex I
Description of Activities

- (1) Ending Violence Against Women and Girls: through a highly visible collaboration, the Parties will collaborate to connect and synergize grass roots movements and leverage their respective connections with civil society.
- (2) Women's Economic Empowerment: The Parties will share technical expertise and knowledge networks, focusing on the gendered issue of equal pay for work of equal value.
- (3) Resource Mobilization and Strategic Partnerships: The Parties will leverage their respective strengths and networks for purposes of mobilizing resources for the support of UN Women's mandate.
- (4) African Women Leaders Forum: as a founding member, UN Women will facilitate the Partner joining the African Women Leaders Network (AWLN) Forum, further to which the Partner will engage at the leadership and grassroots level in the diaspora, on issues of migrants and the integration of people of Afro-descent in the United States of America. UN Women will also facilitate collaboration between Partner and the African Union.

Annex II. General Conditions of Cooperation

1. **Financial contribution:** The Activities will be implemented in accordance with each Party's regulations, rules, policies and procedures, subject to the availability of the necessary financial resources. Any transfer of funds between the Parties will be subject to a separate agreement in accordance with Article III.1 of the MOU.
2. **Legal status:**
 - a. Nothing in or related to this MOU will be construed as establishing a legal partnership, joint venture, employment, agency, exclusive arrangement or any other similar relationship between the Parties.
 - b. Neither Party has any right or authority to enter into any contract or undertaking in the name of, or for the account of, the other Party or to create or assume any obligation of any kind, express or implied, on behalf of the other, except as specifically set forth in this MOU.
 - c. Unless otherwise agreed between the Parties, the Partner or anyone it employs will not be considered an agent or official of UN Women and will not be entitled to any privileges, immunities, compensation or reimbursements.
3. **Liability:** Each Party will be liable for its own acts or omissions.
4. **Use of name, abbreviation and emblem:** Neither Party will use the name, abbreviation or emblem of the other Party, its subsidiaries and/or affiliates, without the express prior written approval of the other Party in each case. In no event will authorization of the UN Women name, abbreviation or emblem be granted for commercial purposes or for use in any manner that suggests an endorsement by UN Women of the Partner's products or services.
5. **Privileges and immunities:** The Partner will respect the status of UN Women as a public international organization of the United Nations system. Nothing in or relating to this MOU will be deemed as a waiver, express or implied, of any of the privileges and immunities of UN Women.
6. **Observance of the law:** The Partner will respect the laws of the countries in which it operates. The Partner will not permit any representative or official of UN Women to receive a direct or indirect benefit from this MOU or from any subsequent agreement(s) between the Parties.
7. **Assignment:** The Partner will not assign, transfer, pledge or make other disposition of this MOU or any part thereof or of any of its rights, claims or obligations under this MOU except with the prior written approval of UN Women. Any such unauthorized assignment, transfer, pledge or any other disposition will not be binding on UN Women.
8. **Non-waiver:** Any waiver by a Party of a breach of a provision of this MOU will not operate or be construed to be a waiver of any other breach of that provision or of any

breach of any other provision of this MOU. The failure by a Party to enforce any provision of this MOU will not constitute a waiver of that or any other provision of this MOU. Any waiver must be in writing and signed by the Party against whom enforcement is sought.

9. **Indemnification:** The Partner will hold harmless, defend and indemnify UN Women against all lawsuits, claims, costs and liabilities resulting from any intellectual property disputes or other disputes occurring under this MOU which arise out of acts or omissions of the Partner, its agents or employees.
10. **Intellectual Property:** This MOU does not grant to a Party the right to use materials belonging to or created by the other Party. Each Party will retain intellectual property rights in all materials developed and produced by it. The Partner recognizes the principle that the United Nations owns intellectual property generated by United Nations' programmatic and project activities for the common good and that the member states of the United Nations have the right to non-commercial use of the results of such programmatic and project activities. The Parties agree that, unless otherwise provided for in UN Women's regulations, rules, policies and procedures or its agreements concluded with the relevant host Government and/or any implementing partners, intellectual property produced because of the Activities shall be managed in a way that maximizes their public accessibility and allows the broadest possible use.
11. **Conflict of interest:** The Parties' collaboration on the Activities is not intended to confer a special advantage or preference to the Partner in competing with any other entity as regards the procurement of goods, works, or services by UN Women or third parties where such procurement results from or has a direct relationship to the Activities.