



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME
AND
THE MUNICIPALITY OF SOKOLAC**



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 Municipality of Sokolac ("the Municipality"). UNDP and the Municipality 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 sustainable development, eradication of poverty, advancement of women, good governance and the rule of law.

WHEREAS, UNDP represented by UNDP Bosnia and Herzegovina is interested in supporting access to justice and increased human security; good governance, economic growth and job creation; sustainable management of environmental and energy resources, and access to services and employment opportunities for the most vulnerable.

WHEREAS, the Municipality of Sokolac, interested in improvement of quality of life for citizens through advanced quality of service delivery, job creation, improved business environment, development partnerships with socioeconomic stakeholders and sustainable environment management.

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 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.

Furthermore, the objectives and expected outcomes of the collaboration efforts envisaged under this MOU are derived from the objectives set by the relevant strategic documents in Bosnia and Herzegovina, the United Nations Development Assistance Framework – UNDAF and the UNDP Country Programme Document 2015-2019.

**Article II
Areas of Cooperation**

The Parties agree to cooperate in the following areas:

1. **Access to justice and human security:** cooperate and work jointly to improve accessibility to public services enabling better access to justice and enforcement of human rights principles, particularly for the vulnerable population groups. Work together and implement actions that contribute to reducing the risks and threats posed by natural disasters and the negative consequences of war, such as weapons, ordnance and mines, as well as strengthen community safety.
2. **Good governance:** in close partnership with all relevant local government institutions, continuously work on strengthening institutional capacities to plan, finance and manage local development policies and priority projects, while improving quality of public services for the citizens and advancing local infrastructure, thus ensuring accountable, effective and transparent governance characterized by partnerships with civil society, private sector and local communities, and driven by concrete development results improving quality of life.
3. **Economic growth and job creation:** cooperate and implement interventions, which contribute to job creation, income generation and economic growth at the local level. Work together to improve business environment, strengthen competitiveness of the private sector and encourage productive public-private dialogue.
4. **Environment protection and energy efficiency:** cooperation, technical support and joint efforts to ensure sustainable management of natural resources, design and delivery of interventions in the area of energy efficiency, as well as improving investment environment for "green" solutions and "green" jobs.
5. **Social inclusion:** work together to address and reduce social exclusion and social disparities, as well as support social service delivery frameworks that reach the most vulnerable, in reinforcing wider access to basic social and health services, foster democratic space for human rights-based processes, gender equality and women's empowerment.

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 MOU 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 All of UNDP activities envisaged hereunder are subject to the availability of funding. To this end, in order to implement the specific activities envisioned hereunder, the Parties shall conclude cost-sharing agreements in accordance with the Parties' respective 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. Any funds so received by UNDP shall be used in accordance with its regulations, rules, policies and procedures. 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, policies and procedures.

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 the Municipality.

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 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, Renewal and Amendment

6.1 The proposed cooperation under this MOU shall have an initial term of four years from the Effective Date, as defined in Article X, 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.

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: Sezin Sinanoglu
Resident Representative
UNDP Bosnia and Herzegovina
Zmaja od Bosne bb
71000 Sarajevo

For the
Municipality: Milovan Bjelica
Mayor
Municipality of Sokolac
Glasinačka 13
71350 Sokolac

Article VIII Miscellaneous

8.1 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.

8.2 Nothing in this MOU shall be construed as creating a joint venture or any other form of legally binding commitment between the Parties.

Article IX Privileges and Immunities

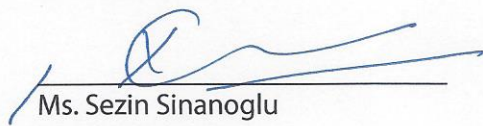
Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article X
Entry into Force

This MOU may be signed in two originals and shall enter into effect on the 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:


Ms. Sezin Sinanoglu

UNDP Resident Representative

Date: 25 October 2017

FOR THE MUNICIPALITY OF SOKOLAC:


Mr. Milovan Bjelica

Mayor

Date: 25 October 2017



